



**EPC/PRO/RFP/007/2016-2017**

**REQUEST FOR PROPOSALS FOR A CONSULTANCY TO UNDERTAKE A  
CONSULTANCY TO UNDERTAKE A MARKET SURVEY AND PRODUCT  
RESEARCH IN THE REPUBLIC OF GHANA**

**NOVEMBER 2016**

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## **INTRODUCTION**

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

**SECTION I                      LETTER OF INVITATION**

Ref.: **EPC/PRO/RFP/007/2016-2017**

.....<sup>th</sup> November 2016

Dear Sir/Madam,

**RE:   REQUEST FOR PROPOSALS TO UNDERTAKE CONSULTANCY TO  
UNDERTAKE A MARKET SURVEY AND PRODUCT RESEARCH IN THE  
REPUBLIC OF GHANA**

The Export Promotion Council (EPC) invites proposals from qualified consultants to conduct a Market Survey and Product Research in Ghana. More details of the required services are provided in the attached Request for Proposal.

1.1    The Request for Proposal (RFP) includes the following documents:

Section I - Letter of Invitation

Section II - Information to Candidates

Section III - Terms of Reference

Section IV - Technical Proposal

Section V - Financial Quotation

Section VI - Standard Contract Form (where applicable)

1.2    On receipt of this RFP (the Consultancy on Market Survey and Product Research in Ghana) please prepare a proposal as required and return before the date and time indicated in the document.

Attached are the details to guide your proposal.

Yours faithfully,

**Chief Executive**  
**Export Promotion Council**

## SECTION II - INFORMATION TO CONSULTANTS

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## **SECTION II - INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

- 2.1.1 The Export Promotion Council will select an individual consultant from among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.3 Preparation of proposals**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical Proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment.

Any individual consultant in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants' involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

## 2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 120 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## **2.5 Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" , and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked "DO NOT OPEN before 21<sup>st</sup> November 2016.

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

## **2.6 Evaluation of the Proposal (General)**

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any

matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## 2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	Specific experience of the individual consultant related to the assignment	30
(iii)	Adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

## 2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who

have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times \frac{f_m}{f}$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

## 2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the

procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

### **SECTION III: GENERAL TERMS OF REFERENCE FOR A CONSULTANCY TO UNDERTAKE A MARKET SURVEY AND PRODUCT RESEARCH IN THE REPUBLIC OF GHANA**

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1. These specifications describe the basic requirements quoting entities are requested to submit with their offers i.e. the detailed specifications, drawings, catalogues, etc for the services they intend to supply.
2. All the contents and capacities of the services to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting justifications and facts, etc. The procuring entity reserves the right to reject the services, if such deviations shall be found critical to the use and operation of the products.
3. The quoting entity must meet the following requirements:
  - (b) Provide a list of at least FIVE reputable clients and letters of recommendation in each category of service. The list should include contact addresses for each firm and the services recently provided by the quoting entity to them that are relevant to those required by the procuring entity. Contact information should include telephone, fax, email, contact person. The procuring entity should be in a position to contact some or all of the organizations listed.
  - (c) Provide a company profile including academic and professional qualification and experience of staff relevant to the required services
  - (d) Provide a copy of the last three years audited and signed accounts
  - (e) Must also submit copies of the following documents:
    1. PIN Certificate
    2. Tax Compliance Certificate
    3. Certificate of Registration/Incorporation
  - (f) Provide evidence of physical presence

## **SECTION III TERMS OF REFERENCE SPECIFIC TO THIS TENDER FOR A CONSULTANCY TO UNDERTAKE A MARKET SURVEY AND PRODUCT RESEARCH IN THE REPUBLIC OF GHANA**

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### **1.0. BACKGROUND**

Africa has emerging as a worldwide export destination. As a market for Kenya, of her top ten export markets, five are African countries and account for 28% of the total exports. This has engendered both policy and strategic focus to trade with Africa, which is both evolving and growing and therefore has strong potentials for future export growth.

The African market is wide and diverse but characterised by broad geographic units with distinct market characteristics and homogenous socio-economic tidings that drive interactions and categorization into West, Southern, East, Central and Northern Africa.

The West African region has in the recent past experienced wide ranging socio-economic dynamics that are business enabling on intra-African trade. Kenya has thus sought to engage the region with a view to increasing trade relations. Specific focus is on the Ghana whose economic fundamentals and demographic dynamics are congruent to Kenya's economy and that under the normal circumstances would in the long run be compatible for businesses relations with Kenya.

Kenya exported to Ghana goods worth only KES 500 million (USD 5 million) in 2015, which mainly comprised of sisal, sugar confectionery, and plastics, among others. On the other hand, imports from Ghana were worth KES 121 million (USD 1.2 million) and included among others; cocoa, textiles, rubber and chemicals. The trade between the two countries is relatively low and could be enhanced by increasing market development activities.

The Export Promotion Council will be undertaking a market survey and a product research in Ghana to enable a deeper understanding of the Ghanaian market. The purpose of the Market Survey and Product Research is to unveil the socio-economic dynamics for business, and would enable Kenyan businesses to operate and increase their stakes in the market by making business decisions from informed perspectives.

## **OBJECTIVE, PURPOSE AND EXPECTED RESULTS**

### **2.1 Overall objective**

To provide detailed insight to Kenyan enterprises on the business potentials, opportunities, threats and offensive strategies for export to the Ghana market.

### **2.2 Purpose**

To undertake a four (4Ps) competitive analysis through market surveys and Product research in the Ghana Market with specific emphasis on the regions and cities of: Accra, Kumasi, Sunyani, Sekondi, Ho, Tamale, and Bolgatanga; for the following industry and product categories:

- Fresh Produce: horticulture products; flowers, fruits and vegetables
- Edible oils
- Meat and meat products
- Fish products
- Poultry and avian meat products
- Delicatessen
- Packaging products
- Tea
- Coffee

- Engineering and automotive accessories
- Chemical and pharmaceutical products
- Agricultural supplies, seeds and inputs
- Dairy products
- Textiles and leather products
- Hi-Fashion accessories and lifestyle products
- Fast moving consumer goods (FMCGs)
- Services in general and specifically: IT/Business Process Outsourcing, Health Services, Tourism and Professional services

### **2.3 Expected Results**

- General economic indicators, market trends and consumption patterns
- External trade regimes and laws
- Guidelines on Exporting to Ghana
- Profiles of 'high performing products' in the market
- Market size for individual products, growth potential and their competition
- Areas where modification is necessary to introduce the not very competitive products and competitive products facing stiff competition
- List of potential importers in the market and the level of interest from importers in partnering/doing business with Kenyan exporters of each identified competitive product category
- Distribution structure and major distribution channels for the products in the identified geographical areas and those with branches and distribution networks in the whole of the Ghana including possible list and addresses of key importers of the above products
- Information on the financial and payment systems; monetary regimes, policy and payments practices

- List of competitive Kenyan products to be targeted for promotion in the market
- Opportunities in the services sector and specifically professional services
- Most efficient transport facilitation system (with a range of costs) including; routes, railways, waterways, airways, clearing and forwarding as well as the requisite documentation
- Presentation of the findings to Kenyan Manufacturers, exporters and investors at a validation workshop
- Fulfilment of research exit requirements including handing over the final validated report to the Export Promotion Council.

### **3.0. ASSUMPTIONS AND RISKS**

#### **3.1 Assumptions underlying the project intervention**

- Intra African trade paradigm has ingrained in the Ghanaian external trade policy and would enable trade with Kenya to thrive
- That Kenyan exports are not performing in the Ghanaian market as expected due to inadequacy of information necessary to entice the Ghana's importers to import
- That Ghana, is a high potential market in the Western Africa region in terms of market size, purchasing power and high propensity to import; and hence a very competitive and strategic player within the ECOWAS economic bloc
- Ghanaian is a niche market and proper identification through market research would concretise the specific needs and wants to be bridged by marketing action by Kenyan suppliers
- That the regions and scoped locations would not yield extreme disparate outcomes to enable a clear perspectives of the total available market(TAM)

#### **3.2 Risks**

- Weak points of engagements and research capabilities

- Complex population and tastes
- Political factors
- Falling commodities prices may dampen the market forecasts
- Any that may be pointed out by the researcher

## **2.0. SCOPE OF THE WORK**

This will be a primary research and the task involves conducting a broad economic, commercial and social analysis of the Ghana market with specific emphasis to Accra, Kumasi, Sunyani, Sekondi, Ho, Tamale, and Bolgatanga(Cape Coast City [Central Region] and Koforidua City [Eastern Region] will be taken care of from the neighbouring Greater Accra Region).The work would lead to relevant deductions on future projections for Kenyan exports:

- a thorough competitive and demand analysis of the Ghana Market potentials contextualised within the afore stated geographic and urban niches to delineate their market potential and demand capacity; and subsequently short-list Kenyan products to be targeted for promotion in the market
- market size and growth potential for individual products under consideration and their competition from within and without.
- Distribution structure and efficient logistical sets through a feasibility analysis on the viability and concrete needs for establishing logistical bases for products and distribution infrastructure in Ghana

### **4.1 General**

- Conduct a broad political, economic, social, technological,environmental and legal analysis (PESTEL) and any other external factors that may impact on the potential of the market

- Use high level SWOT or "Porter's Five Forces" analysis to determine the competitive intensity and attractiveness of the market for each Kenyan product category/industry.
- Conduct a review of the legal and fiscal environments in the market to determine the levels of profitability
- Transport and logistics systems to determine the best and most efficient set for exporting each Kenyan industry/product category.
- Provide a report indicating the most appropriate commercial, fiscal, legal and strategic requirements for each selected industry/product category to enter the market, based on the competitive analysis
- Present and discuss the results of the study with Kenyan manufacturers, exporters and potential investors in a validation workshop.
- Provide a detailed Feasibility report for the establishment of logistical bases for market and distribution infrastructure in Ghana which should contain the following; an in-depth Cost –Benefit Analysis towards ascertaining the viability and means towards establishing a fully integrated logistic centre for distribution, with display facilities covering a space of a minimum 1000square meters. The facility on finalization will be expected to have warehousing and go-down facilities, and to be adapted and equipped to also enable visual displays, information delivery and products presentations.

## **4.2 Specific activities**

### *i. Inception phase*

- Desk research, Literature review, planning, choice of the methodology and presentation of inception report

### *ii. Field phase: Research and survey*

- Travel to the Ghana and within, to the Accra, Kumasi, Sunyani, Sekondi, Ho, Tamale, and Bolgatanga cities.
- Carry out interviews and policy reviews
- Carry out stakeholder consultations
- Undertake site observations, evaluations and deductions

*iii. Synthesis and Reporting phase*

- Prepare Draft Report
- Make clarifications as may be required
- Make presentations to Stakeholders in a validation workshop and elicit feedback and recommendations
- Prepare and submit Final Report

*iv. Information Dissemination Phase*

- Presentation of final report to stakeholders in workshops

### **4.3 Project Management**

The consultant is expected to work independently and manage the study based on the normal reporting and management parameters of consultancy of similar nature. The consultant will be required to work in close consultation with the project counterpart and Research Management Committee of the **EPC** and who shall have final decision on the quality and details of the study.

### **3.0. LOGISTICS AND TIMING**

The assignment should ideally take not more than Forty Five (45) working days from the date of inception.

### **5.1 Location**

Ghana within specific localities of Accra, Kumasi, Sunyani, Sekondi, Ho, Tamale, and Bolgatanga Cities

## **5.2 Commencement date and Period of implementation**

- Commissioning: 1st December,2016
- Inception Report: 9th December,2016
- Validation: as per the consultant's schedule but no more than 45 days after presentation of inception report.
- Delivery of final report : as per the consultant's schedule but no more than 10 days after validation.

## **4.0. RESOURCES REQUIREMENTS**

### **6.1 Personnel**

The study will require one Lead Consultant Principal) and ; a collaborator expert research consultant(institution) recruited from the study location (counterpart) and who shall be conversant with the legal regimes in Ghanaian economy and who shall be fluent in both oral and written English. The cost towards the counterpart's remuneration shall be deemed part of the fees charged by the Lead Consultant for this assignment.

An officer of the Council will supervise the initial Ten(10) days in the study location to ensure conformity of the design with the inception and off take reports and also, the final ten (10) days to ensure that all the essentials are captured before submitting the draft to the EPC office in Nairobi.

### **6.2 Level of Efforts and Qualification for the Consultancy**

This is an assignment that requires high level competency and would suitably require the services of a competent research institution or; researchers and

consultants both with high competencies and proven performance track record, backed by documented, previous verifiable output.

The requisite qualifications and profiles of the individual Lead Consultant and key expert for this assignment are :

***i. Qualifications and Skills***

- Advanced University degree in Economics, International Trade, International Trade Law, or Business Administration at the level of Masters degree qualification and above;
- Fluent spoken and written English, excellent drafting and report writing skills in English language;
- Strong Analytical skills on international trade and international businesses;
- Ability to horn networks and identify relevant information sources;
- Demonstrated ability to make oral and public presentations of such technical issues in a simplified manner;
- The counterpart Knowledge of one of the dominant local languages in Ghana e.g. Akan (Twi) or Ewegbe e.t.c. will be an added advantage.

***ii. General Experience***

- Proven track record on international or domestic consultancy and proof of working in a complex business development, supply chain management and business networking environment;
- Good understanding of economic, social and political developments in each project region and experience in working in a multicultural context;
- Must have an in-depth understanding of export businesses and specifically; supply chain management, access to international market distribution networks.
- At least 5 years relevant professional experience in development or review of international trade policies;

### **6.3 Budget**

This shall be based on the agreement between Export Promotion Council and the Research Team and shall also be subject to the bid quotations and set ceiling by the Council.

## **5.0. REPORTS/DELIVERABLES**

The Consultants shall be required to report the progress made on the assignment from time to time to the Council.

### **7.1 Reporting requirements**

#### ***i. Inception Report***

A detailed inception report shall be provided within five (5) working days after the award of the consultancy and shall contain among others: methodology and approach; detailed work schedule; composition of the research team and their qualifications, profiles of the counterpart and their interpretation of the assignment, researcher's risk assessment and any other amendments based on professional judgment.

#### ***ii. Draft Report***

A draft report shall be presented within twenty (20) days after the approval of the inception report and commencement of the consultancy. This shall be subjected to a stakeholder validation. The draft report should contain all the essential information from the field.

#### ***iii. Validated and Final Report***

This shall be delivered within ten days (10) after the stakeholder validation and shall contain all the stakeholder input.

## **7.2 Submission and approval of progress reports**

Approvals of Progress report shall be on appointment with the Research Management Committee of the **EPC** or on call as would be agreed upon inception.

## **7.3 Number of reports and copies**

The Final report shall be in five (5) original hard copies, bound on hard cover and; five (5) soft copies on CD RoM.

## **8.0 MONITORING AND EVALUATION**

The Monitoring and Evaluation shall be undertaken by the Research, Planning and Policy Analysis Division of the Export Promotion Council

### **8.1 Definition of indicators**

To come out clearly within the final report.

### **8.2 Outcomes**

A report presenting analytical insight based on four (4) Ps, SWOT, PESTEL and Porter's Five Forces for Kenyan products potentials; opportunities, threats and offensive strategies for export to the Ghanaian market and specific niches within; the cities of Accra, Kumasi, Sunyani, Sekondi, Ho, Tamale, and Bolgatanga.

## **9.0 APPLICATION PROCESS**

Interested consultants are requested to apply and submit separately detailed Technical and Financial proposals stating the capacity and competence fitting the stated Terms of Reference for the research.

All interested applicants are expected to submit an application including:

- Letter of interest and Proposal;
- Registration and fiscal and regulatory compliance documents (Business Registration Certificate and Business license; PIN Number; Audited Accounts [FY2015, 2014 and 2013], Tax Compliance Certificate)
- A statement of suitability for the research work
- A brief research methodology
- Detailed work schedule
- Personal CV including past experience in similar research work and contact details of at least three (3) referees
- Financial proposal indicating their consultancy lump sum fee.

Applications should be addressed to:

The Chief Executive Officer  
Export Promotion Council  
Anniversary Towers, 16th Floor, University Way  
P.O Box 40247, 00100

**NAIROBI**

Email: [chiefexe@epc.or.ke](mailto:chiefexe@epc.or.ke)

The application should reach **not later than 23rd November 2016 at 12:00 Noon**

## **SECTION IV - TECHNICAL PROPOSAL (TP)**

### **Notes on the Preparation of Technical Proposal**

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Registration and fiscal and regulatory compliance documents(Business Registration Certificate and Business license;PIN Number;Audited Accounts[FY2015, 2014 and 2013],Tax Compliance Certificate)
- (c) Particulars of the consultant including Curriculum vitae (CV)
- (d) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (e) Description of the methodology and work plan for performing the assignment
- (f) Any proposed staff to assist in the assignment
- (g) Consultancy services activities times schedule.

*(to be prepared by the consultant as appropriate)*

## **SECTION V- FINANCIAL PROPOSAL (FP)**

### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

*(to be prepared by the consultant as appropriate)*

## **SECTION VI - STANDARD CONTRACT FORM**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants clause 2.10.2

**SECTION VI - STANDARD CONTRACT FORM**

**1. STANDARD CONTRACT FORM**

**INDIVIDUAL PROFESSIONAL CONSULTANTS**

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_  
[insert starting date of assignment], by and between.

\_\_\_\_\_ [insert Client’s name] of [or whose  
registered office is situated at] \_\_\_\_\_ [insert  
Client’s address] (hereinafter called “the Client”) of the one part AND

\_\_\_\_\_ [insert Consultant’s name] of [or  
whose registered office is situated at] \_\_\_\_\_  
\_\_\_\_\_ [insert Consultants address ] (hereinafter called “the Consultant”) of the  
other part.

WHEREAS the Client wishes to have the Consultant perform the services  
[hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

2. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [insert starting date] and through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**
- A. **Ceiling**  
 For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. **Schedule of Payments**  
 The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)
- Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft report, acceptable to the Client; and
- Kshs. \_\_\_\_\_ upon the Client's receipt of the Final report, acceptable to the Client.
- Kshs. \_\_\_\_\_ Total
- C. **Payment Conditions**  
 Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.
4. **Project Administration**
- A. **Coordinator**  
 The Client designates \_\_\_\_\_ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
- B. **Reports**

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be

- Language** English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Consultant

Full name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

2.

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... Export Promotion Council of  
.....dated the...day of .....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address:  
Physical address.....Fax No.....Tel. No.....Email ....., hereby  
request the Public Procurement Administrative Review Board to review the  
whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED  
Board Secretary