



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES AND THE COOPERATIVES  
STATE DEPARTMENT FOR FISHERIES, AQUACULTURE AND BLUE ECONOMY  
AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME (ABDP)**

**IFAD LOAN NO: 2000002052 - AQUACULTURE BUSINESS DEVELOPMENT  
PROGRAMME (ABDP)**

**Expression of Interest**

**Country:** KENYA  
**Project:** Aquaculture Business Development Programme  
**Contract Title:** Independent Aquaculture Aggregators  
**Eligibility:** Open to qualified Service providers  
**Financing** 2000002052  
**Agreements:**  
**EOI Reference No:** MOALF/S DFA&BE/ABDP/EOI/2021-2022/004 – 07

**ISSUED ON:** 18<sup>th</sup> March 2022

**EOI CLOSING DATE:** 5<sup>th</sup> April 2022 at 11.00 AM EAT

**EOI OPENING DATE:** 5<sup>th</sup> April 2022, 11.30 AM EAT

## Instructions to Independent Aquaculture Aggregators

Reference Number: *MOALF/SDFA&BE/ABDP/EOI/2021-2022/004 - 07*

*18<sup>th</sup> March 2022*

### *Independent Aquaculture Aggregators*

1. The National Treasury has received financing from the International Fund for Agricultural Development (“the Fund” or “IFAD”) towards the cost of *Aquaculture Business Development Programme (ABDP)* (“the client” or “procuring entity”) and intends to apply part of the proceeds for the recruitment of Independent Aquaculture Aggregators, for which this REOI is issued.

The use of any IFAD financing shall be subject to IFAD’s approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD’s rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with *Aquaculture Business Development Programme (ABDP)*

2. The client now invites expressions of interest (EOIs) from legally constituted Aquaculture Aggregators to provide Aquaculture Business Aggregation. The interested firms shall apply for any of the following Lots:

	<b>County</b>	<b>Required Number of Independent Aquaculture Aggregators</b>
1	Nyeri County, Nyeri Town	2
2	Kirinyaga County, Kerugoya town	2
3	Meru County, Meru Town	2
4	Kakamega County, Kakamega Town	2
5	Homabay County, Homabay Town	2
6	Migori County, Migori Town	2
7	Siaya County, Siaya Town	2
8	Busia County, Busia Town	2
9	Embu County, Embu Town	2
10	Tharaka Nithi County, Kathwana Town	2
11	Machakos County, Machakos Town	2
12	Kajiado County, Kajiado Town	2
13	Kisii County, Kisii Town	2
14	Kisumu County Kisumu Town	2
15	Kiambu County, Kiambu Town	2

**Interested firms are allowed to express interest for opportunity in counties where their business is located only. The programme shall carry out due diligence to confirm all the information given.**

More details on these services are provided in the preliminary terms of reference (PTOR) attached as **Annex 1.**

3. Before preparing its EOIs, the Independent Aquaculture Aggregator is advised to review the preliminary terms of reference attached as **Annex 1**, which describe the assignment.

4. The Independent Aquaculture Aggregator shall not have any actual, potential or reasonably perceived conflict of interest. An Independent Aquaculture Aggregator with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the Fund. Independent Aquaculture Aggregator including their respective personnel and affiliates are considered to have a conflict of interest if they a) have a relationship that provides them with undue or undisclosed information about or influence over the selection process and the execution of the contract, b) participate in more than one EOI under this procurement action, c) have a business or family relationship with a member of the client's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this expression of interest, (ii) the selection process for this procurement, or (iii) execution of the contract. The Independent Aquaculture Aggregator has an ongoing obligation to disclose any situation of actual, potential or reasonably perceived conflict of interest during preparation of the EOI, the selection process or the contract execution. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the Independent Aquaculture Aggregator, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations<sup>1</sup>.
  
5. All Independent Aquaculture Aggregators are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") in competing for, or in executing, the contract.
  - a. If determined that a Independent Aquaculture Aggregator or any of its personnel or agents, or its sub-Independent Aquaculture Aggregators, sub-contractors, Independent Aquaculture Aggregators, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices defined in IFAD's Anticorruption Policy or integrity violations such as sexual harassment, exploitation and abuse as established in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse<sup>2</sup> in competing for, or in executing, the contract, the EOI may be rejected or the contract may be terminated by the client.
  - b. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. The Fund also has the right to recognize debarments issued by other international financial institutions in accordance with its Anticorruption Policy.
  - c. Independent Aquaculture Aggregators and any of their personnel and agents, and their sub-Independent Aquaculture Aggregators, sub-contractors, Independent Aquaculture Aggregators, suppliers, sub-suppliers and any of their personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this selection process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
  - d. Independent Aquaculture Aggregators have the ongoing obligation to disclose in their EOI and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for fraud and corruption, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this selection process or the execution of the contract. As a minimum, Independent

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<sup>1</sup> The policy is accessible at [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy).

<sup>2</sup> The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

Aquaculture Aggregators must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the EOI or termination of the contract.

- e. Independent Aquaculture Aggregators are required to keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the Independent Aquaculture Aggregator is awarded the contract, execution of the contract.
6. The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any Independent Aquaculture Aggregators, implementing partners, Independent Aquaculture Aggregators and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.<sup>3</sup>
7. **Procedure:** the selection process will be conducted using **Quality Based Selection (QBS)** as laid out in the IFAD Procurement Handbook that can be accessed via the IFAD website at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The client will evaluate the EOIs using the criteria provided in **Annex 2**. The shortlisted Independent Aquaculture Aggregator(s) will be provided with the detailed TORs and asked to submit a detailed technical proposal but without the financial offer. The evaluation will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
8. Independent Aquaculture Aggregators may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.
9. Any request for clarification on this EOI including the PTOR should be sent via e-mail to the address below [procurement@abdpcu.org](mailto:procurement@abdpcu.org) no later than 24<sup>th</sup> March 2022 at 11.00 EAT. The client will provide responses to all clarification requests by 28<sup>th</sup> March 2022
10. **Submission Procedure:** please submit your expression of interest using the forms provided for this purpose. Your EOI should comprise one (1) original copy of each EOI form annexed to this document. EOIs shall be addressed as below and submitted to the address below no later than 5<sup>th</sup> April 2022

*Independent Aquaculture Aggregators*

*MOALF/S DFA&BE/ABDP/EOI/2021-2022/004 – 07*

*Aquaculture Business Development Programme;*

*Kamakwa Road opposite Golf Club Nyeri*

*P.O.Box 904-10100 Nyeri, Kenya*

*Tel: +254(0)721490056/750484817/754929293*

*E-mail: [Procurement@abdpcu.org](mailto:Procurement@abdpcu.org)*

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<sup>3</sup> The policy is accessible at <https://www.ifad.org/en/document-detail/asset/41942012>.

*Aquaculture Business Development Programme*

*Independent Aquaculture Aggregators - Ref. No: MOALF/S DFA&BE/ABDP/EOI/2021-2022/30 - 00*

Yours sincerely,

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*Sammy Macaria*

*Aquaculture Business Development Programme*

*Documents to be submitted with this application:*

- 1. Application letter*
- 2. Company profile stating how the firm meets the requirements for this service*
- 3. Tax Compliance certificate*
- 4. Letter from the County fishery office confirming presence of the firm in the county of interest*
- 5. Current Business permit*
- 6. Company Registration*
- 7. At least 2 Reference letter from clients whom have contracted the firm to offer similar service in the past*
- 8. List and contact of past beneficiary farmers*

**Form EOI-1**

**EOI Submission Form ( to be filled by applicant)**

*[Location, date]*

*[Authorized official]*

**Re: Services for Independent Aquaculture Aggregator**

**Ref: MOALF/SDFA&BE/ABDP/NCB/2021-2022/004 - 07**

We, the undersigned, declare that:

1. We are expressing our interest in providing the services for the above-mentioned assignment and have no reservations to the REOI, the instructions to the Independent Aquaculture Aggregators and any addenda thereto.
2. Our expression of interest is open for acceptance for a period of ninety (90) days.
3. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")<sup>4</sup>, beyond those declared in paragraph 9 of this EOI submission form.
4. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITC Clause 6. Further, we acknowledge and understand our obligation to report to [anticorruption@ifad.org](mailto:anticorruption@ifad.org) any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.
5. No attempt has been made or will be made by us to induce any other Independent Aquaculture Aggregator to submit or not to submit an EOI for the purpose of restricting competition.
6. We acknowledge and accept the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse. Further, we acknowledge and understand our obligation to report to [ethicsoffice@ifad.org](mailto:ethicsoffice@ifad.org) any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
7. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection process: *[Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]*

Name of Recipient	Address	Reason	Amount	Currency

<sup>4</sup> The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.


(If none has been paid or is to be paid, indicate “none.”)

8. We declare that neither our firm nor any of its directors, partners, proprietors, key personnel, agents, sub-Independent Aquaculture Aggregators, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITC Clause 5 regarding this selection process or the execution of the contract. *[insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
  
9. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-Independent Aquaculture Aggregators, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned, or suspended (and relationship to the Independent Aquaculture Aggregator)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

10. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this EOI submission form.
  
11. We further understand that the failure to properly disclose any of information in connection with this EOI submission form may lead to appropriate actions, including our disqualification as Independent Aquaculture Aggregator, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.

12. We understand that you are not bound to accept any EOI that you may receive.

*[Authorized signatory]*

*[Name and title of signatory]*

*[Name and address of firm]*



## ANNEX 1

### PRELIMINARY TERMS OF REFERENCE

#### 1.0 BACKGROUND INFORMATION

The Aquaculture Business Development Programme (ABDP) is implemented under State Department of Fisheries, Aquaculture and the Blue Economy in the Ministry of Agriculture, Livestock, Fisheries and Cooperatives with funding from the Government of Kenya (GOK), the International Fund for Agricultural Development (IFAD) and the Food and Agriculture Organization (FAO). The Programme was launched in April 2019, with a completion date of 30 June 2026. The goal of ABDP is to contribute to the reduction of poverty and increased food security and nutrition in rural communities in Kenya. The Programme's development objective is to increase the incomes, food security and nutritional status of the wider communities of poor rural households involved in aquaculture in the targeted Counties.

ABDP comprises of two mutually supportive investment components focused on strengthening the aquaculture value chain to benefit smallholder fish producers, small-scale supporting service providers and their rural communities. **Component 1:** Smallholder aquaculture development, aims to strengthen the capacity of smallholder farmers to increase production and improve productivity as well as to create opportunities for non-fish farming actors interested to develop micro enterprises along the aquaculture value chain. The component also contributes to improved diet of the Kenyan population by increased consumption of fish, fish products and dietary diversity. **Component 2:** Aquaculture value chain development aims to support the expansion of the subsector by promoting the establishment and scaling up of agribusiness enterprises of all sizes, including rural groups that "graduate" to a more advanced and stable business model. These are supported by Component 3 on Project Management and Coordination. The Programme targets 35,500 households of aquaculture farmers in the value chain, including 5,500 beneficiaries who are youth.

The Programme is targeting rural Counties in Kenya with high aquaculture potential. Fifteen Counties are implementing ABDP, including Migori, Kakamega, Homa Bay, Nyeri, Meru, Kirinyaga, Tharaka Nithi, Kisii, Kisumu, Siaya, Busia, Embu, Kiambu and Machakos and Kajiado. The Programme Coordination Unit is based in Nyeri with a regional coordination office in Kisumu.

Under component 2, the Programme seeks to build up the capacity of public and private supporting services to the aquaculture Subsector with the express intention of increasing the real demand for smallholder production by providing financial and technical support towards a sustainable Independent Aquaculture Aggregator (IAA) model, being part of the broader public-producer-private partnership initiative under the project.

#### 2.0 THE INDEPENDENT AQUACULTURE AGGREGATOR (IAA) MODEL / CONTRACT

The Independent Aquaculture Aggregator model is based on the premise that there are a number of agribusiness entities that support the aquaculture sub-sector in the country. These agribusinesses are market intermediaries operating along the aquaculture value chain and are key players in the input and outputs markets, running inclusive business models with backward and forward linkages to smallholder producers and traders respectively. As part of its development support to the aquaculture subsector in Kenya, ABDP intends to work with at least 22 Independent Aquaculture Aggregators. This involves the selection of IAAs meeting the selection criteria, who will then sign two main contracts with the Programme and smallholders respectively. The first contract will cover the use of a grant from ABDP to develop the IAA business capacity as well as a network of smallholder farmers based on a well-defined business plan signed between the Programme and the IAA. The second will be a fish product and/or input purchase agreement between the IAA and fish producers that will ensure a reliable market at competitive prices for the small aquaculture producers and the provision of technical support and quality inputs.

It is expected that these two contracts will enhance the ability of the IAAs to get long-term commercial co-financing for the development of their businesses as well as enhance the ability of small aquaculture producers to get working capital from micro-finance sources. It is expected that at the end of the contractual period (5 years) a typical IAA will be working with about 250 aquaculture farmers each owning three ponds on average, achieving a combined production volume of about 262 MT of fish per year, while at the same time achieving lower costs of production through better economies of scale.

The contracts will be signed with qualified IAAs that will be selected under the competitive grants window to be advertised by the programme. Therefore, these TORs provide guidance on the roles and functions of IAAs and the criteria for their selection, to be used initially for shortlisting of IAAs that will be eligible to compete for the grant upon advertisement.

### **3.0 OBJECTIVES OF THE IAAs**

The overall objective of the IAAs contracts is to broaden and deepen the aquaculture value chain through strategic Public-Private-Producer-Partnerships (PPPPs) within a robust modern public sector framework as well as support for smallholder farmer groups' business plans. The purpose of the support is to make the aquaculture producers' as well the market intermediaries' core activities financially viable and bankable and result into a sustainable development of the aquaculture subsector. Specifically, the IAAs contracts/model is meant to leverage economies of scale and address challenges at the production level by availing inputs and services to the smallholder farmers while also addressing market access bottlenecks through aggregation, supply chain management and quality control.

### **4.0 SCOPE OF SERVICES TO BE OFFERED BY THE IAAs**

The scope of services to be offered by the IAAs will be governed by the two contracts to be signed one with the Programme and another with smallholder farmers to be supported as mentioned above. The first contract is expected to provide guidelines on the use of a grant to support the IAA capacity development as well as a network of smallholder producers based on a well-defined business plan signed between the Programme and the IAA. The second will be a fish produce and input purchase/ sale agreement between the IAA and fish producers that will ensure a market for the small aquaculture producers at competitive prices and the provision of technical support and quality inputs. Typically, the IAAs will contribute in achieving the programme objectives by sustainably running their businesses and providing services to the network of smallholder farmers. The IAAs will be expected to outline the services to be offered to the smallholder farmers in their business plans to be submitted to the programme. Moreover, the contracts to be signed by a successful IAA will outline the responsibilities of the IAA under the programme. Nonetheless, typically, the services to be offered by an IAA under the PPPP contract will include but not limited to the following:

- (i) Develop and submit to the Programme through the Transaction Advisor, a business plan outlining operation of the business, support to farmers within the network, financial requirements (including own contribution, borrowed and grant finance). The business plan should indicate sustainability plans beyond the Programme period.
- (ii) Provide technical and financial support for pond construction and rehabilitation for the participating farmers under the IAA network in line with the Programme guidelines.
- (iii) Participate in the inputs delivery system to be established by the programme and act as an agro dealer through which programme input subsidy to the qualifying farmers will be delivered. In this regard, an IAA will be expected to produce or do procurement of fish feed and fingerling inputs of appropriate quality so essentially an IAA will operate aquaculture input business, stocking the various inputs that

will be required by the farmers. The IAA may also be an input producer e.g. fingerlings producer/hatchery or cottage feed producer.

- (iv) Verification that such inputs comply with best technical standards
- (v) In partnership with the service provider for the platform for programme input subsidy system, register and maintain a database of smallholder farmers with the IAA network
- (vi) In partnership with county extension officers and the technical extensionists to be hired by the Programme, provide technical assistance to the farmers within the IAA network, coaching them in the rehabilitation/construction and operations and management of the aquaculture production processes within the first two years. After the second year, the cost of the technical extensionists will pass to form part of the fixed cost staff of the IAA, to help on the management of all aspects of the value chain.
- (vii) Perform the marketing and sales activities for all participant aquaculture farmers under the IAA network. The IAA will commit to buy fish from the small pond aquaculture producers at competitive prices. The obligation of the aquaculture pond producer will be to supply a given volumes of fish of an agreed quality, within a given timeframe. He/she will also commit to adopting the promoted technological know-how using quality inputs (feed and fingerlings) procured by the aggregator.
- (viii) Provide facilities necessary for aggregation and transport of famers' fish produce to final market. Such facilities may include cold storage/chain and transport.
- (ix) Promptly pay farmers for the fish purchased.
- (x) Offer any other additional services to the farmers depending on the nature of business e.g. savings, linkage with financial institutions etc.

## 5.0 REPORTING AND DELIVERABLES

The detailed reporting obligations of the IAAs will be outlined in the contracts to be signed with the Programme. Nevertheless, the IAAs will be required to submit quarterly progress reports outlining implementation progress of their business plans. The format for quarterly report shall be agreed at contracting. As a minimum, the quarterly report shall include the following:

- (i) Narrative report outlining implementation of the of the business plans in the following aspects:
  - a. Number of farmers (disaggregated by gender and age) supported, and nature of services offered to the farmers
  - b. Total volume of production for the farmers supported broken down by farmer
  - c. Pond productivity for the farmers supported
  - d. Quantity and value of services offered to the farmers broken down by farmer
  - e. Production costs per farmer
  - f. Sales volume broken down by farmer
  - g. Challenges encountered and mitigations measures adopted
  - h. Lessons learnt
- (ii) Financial report covering the following aspects:
  - a. Basic financial operations of the IAA including income statement, statement of assets and cashflow statements.
  - b. Statement on use of the Programme grants if any.
- (iii) Any other Monitoring and Evaluation data that may be required by the Programme.



## **Selection Method**

Applicants will be evaluated based on **Quality Based Selection. (QBS)** as described in the **IFAD Procurement Handbook**

## ANNEX 2

### Qualification and Evaluation Criteria

#### Preliminary and Mandatory requirements

1. Registration as a Limited Liability Company or a Co-operative with valid registration certificates  
Possess valid Business Permit
2. Have a Valid Tax clearance certificate from Kenya Revenue Authority
3. Evidence of business presence in the county of interest (letter from County Fisheries office confirming the presence)
4. Bank statement for the last six months to demonstrate the operations and capacity of the business
5. Power of attorney authorizing the person submitting the application to be the authorized person.
6. Recommendation letter from 2 past past clients indicating the number of farmers supported, the letter must include contact telephone and email of the client.

#### Technical Evaluation Criteria

Item	Criteria	Points
<b>A.</b>	<b>General experience</b>	
i	Be operating inclusive business model supporting a network of smallholder aquaculture farmers and with capability to expand within 3 years. ( include a list of some of the farmers supported including their telephone contact)	15
<b>B.</b>	<b>Specific experience</b>	
i	Be an aquaculture / fisheries value chain actor such as agro dealer , hatchery, fish feed suppliers etc with or potential to develop an aquaculture enterprise arm, hatchery operator, large producer, cottage fish feed industry, market intermediary operating on the input, output markets or both or offering other related supportive services such as technical assistance, pond construction and rehabilitation.( attach business profile)	35
<b>C</b>	Available assets for supporting the Aggregation, that include Motorcycles, Vehicles, Freezers	15
	Demonstrate financial capacity (Bank accounts, assets or letter of credit)	35
	<b>Minimum points required to pass</b>	<b>70</b>

