

Company Name : JAGANNATH GROWERS
Ref Number : 4782416
Issue Date : 25TH OCTOBER, 2022
Standard : KS 1758 PART 2 (FRUITS AND VEGETABLES)
Attention : RICHARD OUMA
Tel : +254 727927658



REF NO: 4782416

This document states and describes the technical and economic conditions for supporting the tasks of audit and Certification of **KS 1758** by **BUREAU VERITAS KENYA LIMITED** in the detailed company, in its working site, with the scope, referenced standard, accreditation and duration indicated. From now on, this Organization will be defined as the Client.

For its development **BVKL** has used the data given by the client in the Application form. This information is shown in this quotation, who agrees with it by signing this document.

1.1 Applicant data

Company Name: JAGANNATH GROWERS		
Company Address: P.O BOX 66238-00800		PIN. P051418188S
Contact Person: RICHARD OUMA	Tel.: +254 727927658	Email: r.ouma@jagannathgowers.com
Number of Sites: 1		
Number of Employees: 300-350		Number of Shifts: 1

1.2 Certification data

Standard:	KS 1758 Part 2	<input checked="" type="checkbox"/> Fruits and Vegetables	<input type="checkbox"/> Flowers and Ornamental
Accreditation:			
<input checked="" type="checkbox"/> Option 1 (Individual Producer) <input type="checkbox"/> Option 1 (Individual producer + QMS) <input type="checkbox"/> Option 2 (Producer Group) <input type="checkbox"/> Pre-audit			
<p>Scope of Certification (Developed activity from the company. This text is the proposed one for the company for the certificate. It will be checked and confirmed with the client in the course of the audit):</p> <p>* In case that the harvest is excluded, it is mandatory to include with the certification quotation, the contract that evidences that the product is being sold on the field.</p> <ol style="list-style-type: none"> Products under certification (list): HERBS (BASIL, TARRAGON, THYME, MINT, LEMON GRASS, ROSEMARY, OREGANO, LOVAGE and MARJORAM) Harvesting excluded for the following products: N/A Handling included for the following products: YES HERBS (BASIL, TARRAGON, THYME, MINT, LEMON GRASS, ROSEMARY, OREGANO, LOVAGE and MARJORAM) Parallel Production for the following products: N/A Parallel Ownership for the following products: N/A 			
Audit Modality			
<input checked="" type="checkbox"/> Complete Audit ON-SITE <input type="checkbox"/> Audit divided into Two (2) Modules: (OFF-SITE MODULE/ON-SITE MODULE) Note: Modality into 2 modules only applicable to Announced Audits			

The expressed fees in the point 2 of this quotation include all the necessary expenses for the service (displacement, housing and subsistence). There are included, likewise, the accreditation and the administrative expenses, up to the delivery, when it proceeds, of a copy of the Approval Certificate.



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2. CERTIFICATION FEES

	Man-days	Price in KSH
CERTIFICATION AUDITS	1.5 (Onsite and handling facility))	100,000.00
Reimbursable (Meals and Transport) Vatable		To be advised by client
Total cost without VAT		100,000.00
16% VAT		16,000.00
Total:		116,000.00

2.1 Man-days and associated prices have been set in base of the information given by the client in the Application Form, so that they can change if the given data changes.

2.2 Man-days and prices for the further audits could be modified due to changes in the scope and/ or number of employees of the certified entity, as well as by modifications on the requirements of the Accreditation Body and/ or the reference standard.

Bureau Veritas Certification can offer you additional copies of certificates in case you require. Extra copies are charged at **KSH 1,000.00** per copy, exclusive of VAT.

2.3 Follow up Audit- If the nature and number of non-conformances raised during the audit of your system require a follow-up audit to verify the corrective actions implemented, then the time spent for verification will be charged @ **KSH 30,000.00** per man day exclusive V.A.T. Time required for verifying corrective actions may vary between 2 hours and 1 man day.

2.4 Validity of the budget: this budget is valid for 9 (nine) months from his date of issue.

2.5 Closure of Non-Conformities- The period for closure of nonconformities should not exceed 90 days. In the case of certification or recertification audits, all nonconformities must be closed at least 30 days before the expiry date of the existing certificate in order to ensure continuity of the original certification date.

2.6 Turnover and form of payment: After completion of the certification audit process, you will be presented with the Bureau Veritas (K) Limited [Agrofood Division] invoice which is payable within 30 days of the date of the invoice. If the invoice is not paid within this time, a 1.5% penalty interest per month will be applicable on all outstanding amounts calculated from the date on which the amount fell due for payment until the date payment is made in full (both dates inclusive). Original certificates will not be issued unless all invoices have paid in full, together with interest thereon (if any).

2.7 Cancellation / Postponement / Rescheduling of Audits. If the client provides prior written notice for the cancellation/postponement / rescheduling of an audit which had been already confirmed with Bureau Veritas Certification then a cancellation charge shall apply as shown below:

- a) Audits cancelled / postponed / rescheduled > 30 days prior to confirm start date: **30%** of the audit fees.
- b) Audits cancelled / postponed / rescheduled <= 30 days prior to confirm start date: **50%** of the audit fees.

Bureau Veritas (K) Limited [Certification Division] will be entitled to claim the actual costs of any expenses incurred before the date of cancellation / postponement / rescheduling for flights, accommodation and any other expenses related to the audit.

In the event that the initial deposit or advance payment, if any, exceeds the cancellation charge, such excess amount will be refunded to the client.

2.8 Amendments to charges. Bureau Veritas (K) Limited [Agrofood Division] will be entitled, in its sole discretion, to review or amend its charges in the following circumstances:

- a) if conditions or circumstances arise that were not reasonably foreseeable at the time that this quotation was prepared, or the Agreement was concluded; or
- b) if the client requests any changes to, or postponement or rescheduling of, the audits; or
- c) If there are changes to market conditions.

2.9 Change of company details/information. The client is required to inform Bureau Veritas (K) Limited [Agrofood Division] about any changes within their organisation.

These changes include but are not limited to:

- a) Change in address
- b) Change in scope/processors
- c) Change in the number of employee.

The above changes will be reviewed and evaluated and there may be a charge for admin related to the change and/or additional time required to audit the changes.

2.10 This quotation is calculated considering that the **results of the audit of the Quality Management System** (Option 2 or Option 1+QMS) are satisfactory (no non conformances at the time of the audit). In case that the results are negative, this quotation will be no longer valid, and it will have to be modified conveniently.

2.11 In case that the producer decides to **modify the data of this quotation** (change in products, sites, producers, etc.) will have to contact BVKL to change the quotation accordingly.

2.12 ALL COSTS QUOTED EXCLUDE MEALS, ACCOMODATION AND TRAVEL COSTS FOR SITES OUTSIDE NAIROBI.



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3.0 PAYMENT TERMS

3.1 Initial Deposit or Advance Payment.

Invoicing: Invoice will be sent Day + 1 after last day of audit.

Payment Term: is 30 Days end of Months

50% down payment will be required before commencement of the audit, however **50%** of the audit fee is payable after the certification audit but before issue of certificate. All invoices are payable within 30 days of the date of the invoice. If the invoice is not paid within this time, a **1.5%** penalty interest per month will be applicable on all outstanding amounts calculated from the date on which the amount fell due for payment until the date payment is made in full (both dates inclusive). Original certificates will not be issued unless all invoices have been paid in full, together with interest thereon (if any).

3.2 CERTIFICATION AUDIT

You will be presented with the Bureau Veritas (K) Limited Ltd [Agrofood Division's] invoice after the completion of certification audit. Full payment is required **within 30 days** of the date of the invoice. Please note that the issuance of the certificate requires minimum 6 weeks of lead time after closure of all nonconformities and can only take place when there are no outstanding payments.

4 VALIDITY OF QUOTATION

4.1 Initial Validity

This quotation is valid for **30 days** from the date of issue after which Bureau Veritas (K) Limited Ltd [Agrofood Division] reserves its rights to revise the cost and terms and conditions of contract.

4.2 Validity Extension

If you wish to extend the validity of the quotation, please communicate with our local office at the address give in paragraph 0.

5 ACCEPTANCE OF QUOTATION

5.1 Acceptance

If this quotation is acceptable to you, please complete the "Acceptance of Quotation" form on page 6, stamp and sign all pages of the quotation and return the **stamped originals** to our local office at the address below.

5.2 Clarifications

If you need further information / clarifications on this quotation, please feel free to contact our local office at the address below

Bureau Veritas (K) Limited [Agrofood Division]
Address

BV Location NAIROBI KENYA	Contact Person Jacqueline Nkirote	Phone number +254 721 531 585	E mail address jacqueline.nkirote@bureauveritas.com
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6. COMMITMENT OF CONFIDENTIALITY AND OFFER ACCEPTANCE

Each of the parties will abstain from revealing or using for any different objective from the one that constitutes the object of the service or contract, without the assent of the responsible, the confidential, financial or commercial information to which he could have acceded during the execution of the present contract.

The complete content of the document or contract in which the acceptance of the service makes concrete is designated and is recognized like confidential, as well as all the information, documentation and correspondence of all kinds exchanged between the parties during the phase of negotiations or preliminary treatments, for any way, is oral, written or by telematics or electronic methods, and it though the information, files, conversations or the correspondence were not marked as confidential by his responsible.

Cases in which the obligation of confidentiality will not be applicable:

- Public information, information put for public disposition or published without any action of the party that receives it.
- Information that was in possession of the party that receives it before its communication.
- Information given by a third party which has not got that information under duty of confidentiality.
- Developed information, in an independent or acquired way by the party that receives it without use or reference to the confidential information of the other party.
- Published or revealed information in the fulfillment of the law or in the resolution of any court or competent authority.
- Information revealed to a partner for knowledge needs.

The Approval Certificate and the issued reports by Bureau Veritas are destined to the exclusive use of the client and will not be published or used with advertising objectives, nor be copied for its distribution to any other person or entity without the assent of Bureau Veritas.

Every part will take responsibility of assuring that all the persons to whom the confidential information will be revealed in the agreement will support the confidential character of the information. They neither will reveal nor spread that information to not authorized persons or entities and will assume their responsibility for any breach of the above-mentioned obligation of confidentiality.

To the ending or extinction of the contract for any reason, and for indication of the other party, each party will have to return or return the confidential information of the other party that finds in this moment in his power or under his control. Nevertheless, it will not prevent Bureau Veritas from preserving copies of the Approval Certificate, copies of the Reports and of the documentation related in the procedures of demanded conservation of records and the documents by the law or by the Accreditation Organisms.



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We accept the current OFFER-CONTRACT and declare to know and accept as true all what is specified in it, as well as the Commitment of Confidentiality explained above.

Possible Audit date: November 2022

FOR BUREAU VERITAS (K) LIMITED:

FOR: JAGANNATH GROWERS

NAME OF THE AUTHORISED PERSON

NAME OF THE AUTHORISED PERSON:

WALTER RONO

.....

POSITION : AGRI, FOOD & TRADE MANAGER

POSITION :

SIGNATURE : 

SIGNATURE :

DATE AND STAMP : Oct 26th 2022

DATE AND STAMP :



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