

Company Name : LAKE NAIVASHA BASIN SUSTAINABLE HORTICULTURE
FARMERS CBO
Ref Number : 8465715
Issue Date : 29TH APRIL, 2024
Standard : KS 1758 PART 2(FRUITS AND VEGETABLES)
Attention : SUSAN MUTHONI/DANIEL NYORO
Tel : +254 720251937



REF NO: 8465715

1. QUOTATION DATA

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: LAKE NAIVASHA BASIN SUSTAINABLE HORTICULTURE FARMERS CBO		
Company Address: P.O BOX 1112-20117 NAIVASHA, KENYA		V.A.T: P051795035M
Contact Person: SUSAN MUTHONI/ DANIEL NYORO	Tel.: +254720251937	Email: umbrellawrua@gmail.com/ nyorodaniel571@gmail.com
Number of Sites: 1		
Number of Employees: 90		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: KENAS			
<input type="checkbox"/> Option 1 (Individual Producer) <input type="checkbox"/> Option 1 (Individual producer + QMS) <input checked="" 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 evidence that the product is being sold in the field.</p> <ol style="list-style-type: none"> Products under certification (list): VEGETABLES (Irish Potatoes, Carrots, Cabbages, Spinach, Garden Peas, Kales, and Tomatoes) Others (Snow peas, Spring onions, Coriander, Lettuce, (Traditional vegetables_ Saga, Kunde, Managu) Harvesting excluded for the following products: N/A Handling included for the following products: YES: VEGETABLES (Irish Potatoes, Carrots, Cabbages, Spinach, Garden Peas, Kales, and Tomatoes) Others (Snow peas, Spring onions, Coriander, Lettuce, (Traditional vegetables_ Saga, Kunde, Managu) 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

CERTIFICATION AUDITS	Man-days	Price in KSH
Reimbursable (Food, Accommodation and Transport)	4.0 (Onsite and Handling Facility)	160,000.00
Movement to the farmers	6	42,000.00
16% VAT		30,000.00
Total:		37,120.00
		269,120.00

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 50,000.00 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 this date of issue.

2.5 Closure of Non-Conformities: The period for closure of nonconformities should not exceed 90 days. In the case of recertification audits, all nonconformities must be closed at least 30 days before the expiry date of the existing certificate 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 confirmed start date: 30% of the audit fees.

b) Audits cancelled / postponed / rescheduled ≤ 30 days prior to confirmed 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:

- if conditions or circumstances arise that were not reasonably foreseeable at the time that this quotation was prepared, or the Agreement was concluded; or
- if the client requests any changes to, or postponement or rescheduling of, the audits; or
- 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:

- Change in address.
- Change in scope/processes.
- Change in the number of employees.

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 (non-conformances at the time of the audit). In case the results are negative, this quotation will no longer be 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 INCLUDE FLIGHTS, MEALS, TRAVEL AND ACCOMMODATION COSTS.



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3.0 PAYMENT TERMS

3.1 Initial Deposit or Advance Payment

Bureau Veritas (K) Limited [Agrofood Division] may, in its sole discretion, to require the client to provide an initial deposit or advance payment as security for payment of the charges by the client. Bureau Veritas (K) Limited [Agrofood Division] shall determine the amount or percentage of the charges required to be paid by the client on or before the date specified by Bureau Veritas (K) Limited Ltd [Agrofood Division] or, if no date is specified, prior to the commencement of any audit. Bureau Veritas (K) Ltd [Agrofood Division] will not commence any audit unless and until any such initial deposit or advance payment has been made by the client.

Bureau Veritas (K) [Agrofood Division] reserves the right to apply the initial deposit or advance payment to any amounts due and unpaid by the client and the payment of an initial deposit or advance payment in no way relieves the client of its obligation to make timely payment of any invoices.

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 given 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.



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.

KE 8465715

Possible Audit date: May 2024

FOR BUREAU VERITAS (K) LIMITED:

FOR: LAKE NAIVASHA BASIN SUSTAINABLE HORTICULTURE FARMERS CBO

NAME OF THE AUTHORISED PERSON

Kennedy Obuya

POSITION : Certification Manager

SIGNATURE : 

DATE AND STAMP : 20/5/2024



NAME OF THE AUTHORISED PERSON:

Hans Wgugi

POSITION : Chairman

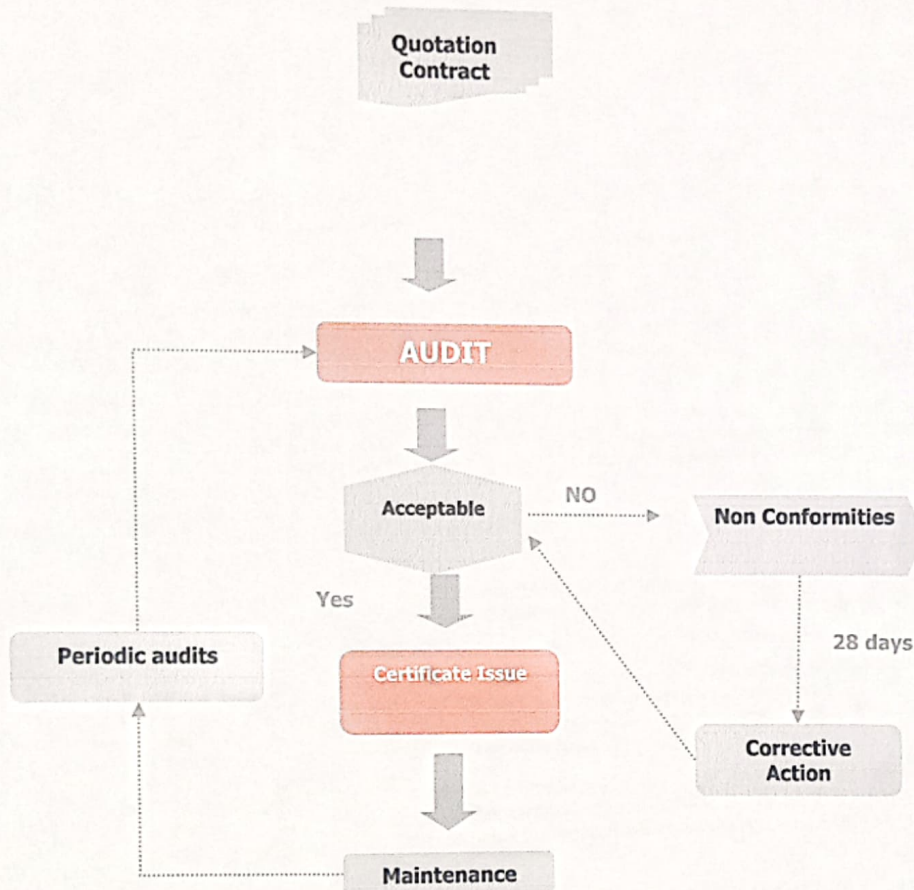
SIGNATURE : 

DATE AND STAMP : 20/5/2024





KE: 8465715





GENERAL TERMS AND CONDITIONS OF KS 1758

The following parties shall enter into this certification service contract:

1. **BUREAU VERITAS KENYA LIMITED** registration No. C. 62745 (hereinafter referred to as **BUREAU VERITAS KENYA LIMITED**)

and

2. **Lake Naivasha Basin Sustainable Horticulture Farmers CBO**, PIN/registration No. P051795035M (hereinafter referred to as "the client"); and jointly referred to as parties.

The client should ensure that they understand the contents (clauses) and requirements of the referenced standards; and also on the certification scheme. If need be, the client can seek clarification from **BUREAU VERITAS KENYA LIMITED**

WHEREAS:

(A) **BUREAU VERITAS KENYA LIMITED** is the Certification Body

(B) **Lake Naivasha Basin Sustainable Horticulture Farmers CBO** is the Contracting Party

(C) **KS 1758 PART 2 (FRUITS AND VEGETABLES)** is the certification standard(s).

SERVICES

The client commissions **BUREAU VERITAS KENYA LIMITED** to conduct the inspection/audit in accordance with the requirements of the certification standard(s) and will entail yearly inspection/audit, or otherwise as stipulated in the certification standard. This contract is legally enforceable and covers all the applicable client's sites within the scope of certification, as stipulated in KS1758.

The Clients obligation:

- a) To allow information disclosure by former certification bodies if the operation or management system had previously been certified.
- b) To always comply with the requirements of the respective standard, including the rules for the use of marks, logos, and the like. Furthermore, the client shall implement appropriate changes when communicated by **BUREAU VERITAS KENYA LIMITED**
- c) To not use the product certification in any way that would discredit or disrepute **BUREAU VERITAS KENYA LIMITED** or the certification scheme. Any statements made regarding certification shall be consistent with the scope of certification as per applicable regulations of the certification standard; and should not be made in a manner that may be considered unauthorized, misleading, or malicious.
- d) To inform **BUREAU VERITAS KENYA LIMITED** immediately (within 30 calendar days) of any planned changes to the production or management system that could affect conformity to the relevant standard(s) and the client shall not market themselves or their products under the respective label before receiving **BUREAU VERITAS KENYA LIMITED**'s approval.
- e) To cooperate with inspection/audit procedures. In particular, the client shall provide appropriate information and grant authorized **BUREAU VERITAS KENYA LIMITED** inspectors/auditors (or sub-contracted parties) access to the facilities (offices, fields, storage facilities, processing plants) and to all relevant documents. The client shall also facilitate the investigation of complaints.
- f) The client's employees may be interviewed at any time by the inspection/audit personnel. The client consents to samples being taken by **BUREAU VERITAS KENYA LIMITED** or by a third party subcontracted by **BUREAU VERITAS KENYA LIMITED**
- g) The client shall also make the necessary provisions to cater for the participation of observers (when necessary) during inspection/audit exercises.
- h) In making reference to its product certification in communication media such as documents, brochures or advertising, the client shall comply with the requirements of the certification body or as specified by the certification scheme; to use the certification (e.g. in advertising or information material) exclusively for the purpose of affirming that the products/processes/systems (as applicable) conform to the relevant standard(s) and for the activities mentioned on the certificate, and avoid misleading use of the certification. Any claims made regarding the certification shall be consistent with the scope of certification.
- i) For certification in an ongoing production system, the certified products/processes/systems shall continue to fulfil the requisite qualities as per the certification standard.

- j) To cease immediately all use of the certification upon suspension, cancellation, or withdrawal of the certification, and to return all certificates to **BUREAU VERITAS KENYA LIMITED** when requested.
 - k) To inform buyers/customers in writing about products/processes/systems that do not comply with the requirements of the certification standard(s) and ensure that any indication of conformity to the certification standard is removed from products/processes/systems not being any longer in compliance
 - l) To keep a record of all complaints made known to them relating to the compliance with certification requirements and to make these records available to the certification body when requested. The client shall;
 - 1. take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - 2. document the actions taken;
 - m) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
 - n) Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and returns certification documents and follows the sanctions outlined in the certification standard(s). **BUREAU VERITAS KENYA LIMITED** shall ensure that this is complied with.
- BUREAU VERITAS KENYA LIMITED Obligation:**
- a) To carry out the inspection/audit in a timely manner (normally within one month after having received the application and the prepayment).
 - b) To inform the client in a timely manner (normally not longer than one month after inspection/audit – with 7 days of certification decision) about the results of the inspection/audit, i.e. either send the client the certificate or inform the client about the requirements that have yet to be fulfilled before the certificate can be issued. This time frame begins with the submission of all necessary information and documents as well as the payment of the final invoice by the client; and shall be consistent with the requirement of the applicable standard.
 - c) To inform the client in a timely manner about all relevant modifications of standards or of **BUREAU VERITAS KENYA LIMITED** procedures and policies
 - d) To act/react immediately and adequately on any complaint by the client, according to the procedures established by the certification standards and/or the **BUREAU VERITAS KENYA LIMITED** quality manual.
 - e) **BUREAU VERITAS KENYA LIMITED** shall verify the correct use of the certification standard's trademark(s) and logo(s) by the client as stipulated by the certification standard. This oversight role includes the use and display of certificate, certification marks by the client and act as stipulated by the certification standard in case of incidents that contravene specific requirements concerning the use and display of certificates and certification marks.
- Service Fee and Invoicing**
- f) The quotation presented by **BUREAU VERITAS KENYA LIMITED** and accepted by the client is part of this contract.
 - g) The quotation is valid for a period of at least one year. If applicable, **BUREAU VERITAS KENYA LIMITED** will inform the client of any fee increases at least one month before the expiration of the contract
 - h) The contracting parties will come to a consensus on changes of the fees.
 - i) For certification standards where unannounced inspections/audits are required, an additional unannounced Surveillance fee will be charged and will be reflected in the quotation
 - j) Additional taxes required in other countries outside Kenya will be taken care of by the client, such as Withholding Tax.

CHARGES AND PAYMENT

The Client shall pay each valid invoice submitted to it by the Company, in full and in cleared funds, within thirty (30) days of the date of the invoice.

If the Client fails to pay the Company on the due date, the Company may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.

Sanctions

The relevant certification scheme Sanction(s) is/are part of this contract. In the event of deviations, or violations to the certification standard(s), **BUREAU VERITAS KENYA LIMITED** is entitled to impose the indicated sanctions, including a cancellation of the certificate.

Length of Service

The contract will be valid for a period of 1 (one) years from the date of execution of this contract.

BUREAU VERITAS KENYA LIMITED is not responsible for delays of service due to acts of God or due to events outside its control, even if target dates had been guaranteed. Such events also authorize **BUREAU VERITAS KENYA LIMITED** to

completely or partially withdraw from the contract, whereby the client does not gain the right to sue for damages for non-performance. If the obstruction lasts longer than 12 weeks, the client is authorized to withdraw from not yet fulfilled portion of this contract after a reasonable extension. Claims for damages are excluded.

Liability

- Defects that have been caused by **BUREAU VERITAS KENYA LIMITED** will be remedied as soon as possible
- If **BUREAU VERITAS KENYA LIMITED** is not able to do so, the client is authorized, after consultation with **BUREAU VERITAS KENYA LIMITED** to reduce the agreed upon fees
- Unless otherwise noted below, further claims by the client are excluded regardless of the legal grounds. **BUREAU VERITAS KENYA LIMITED** is not liable for any lost profits or other financial losses.
- Obligatory compensation for any other damages caused by **BUREAU VERITAS KENYA LIMITED** is limited to the indemnification covered by its liability insurance
- **BUREAU VERITAS KENYA LIMITED** is neither able nor allowed to guarantee a market for the certified products/processes/systems
- **BUREAU VERITAS KENYA LIMITED** has no liability for products/processes/systems quality

Right to terminate the contract

- Notification of cancellation of the contract can be made by either party and must be made in writing at least three months prior to the end of the year or three months prior to the end of the certification period
- Both parties may terminate the contract immediately in cases of extraordinary circumstances.
- For **BUREAU VERITAS KENYA LIMITED** extraordinary circumstances justifying termination of the contract include payment that is more than 1 month overdue, or refusal of the client to co-operate during inspections.
- For the client, extraordinary circumstances include **BUREAU VERITAS KENYA LIMITED** not meeting its obligations

Confidentiality obligations and conflict of interest declaration

BUREAU VERITAS KENYA LIMITED and its subcontractors are obliged to hold all business information (including information from third parties e.g. complainants or regulators) confidential in so far as information is not already publicly known, excluding data that is demanded by the Law, the accreditation agency, or private standard setting organizations. Likewise, **BUREAU VERITAS KENYA LIMITED** will declare any conflict of interest that can have a predisposed effect towards its services or business from any client.

Appeals and complaints

For certification standards, a client may file a complaint if he/she has justifiable reason to believe that the certification decision is not adequate. This should be done within one month of receiving the decision; otherwise the decision is considered legally binding effective from the date of the decision. Appeals do not result in postponement of the certification.

Changes affecting certification

Whenever there are new or revised certification requirements that affect the client, **BUREAU VERITAS KENYA LIMITED** shall communicate to the client within 60 days after their publication and thereafter verify the implementation of the changes in the immediate/subsequent inspection/audit, whether announced/planned or unannounced.

BUREAU VERITAS KENYA LIMITED shall consider other changes (including those initiated by the client) and evaluate them followed by an appropriate review before making a decision.

Terminal provisions

BUREAU VERITAS KENYA LIMITED will incorporate into the present contract any changes required by the Law or private standard setting organizations or by the liability insurance company. The client is to be informed about any changes without delay. All amendments or additions to the present contract must be made in writing.

Execution

The undersigned duly appointed representatives of the Parties have signed;

For and on behalf of **BUREAU VERITAS KENYA LIMITED**

NAME : **KENNEDY OBUYA**

DESIGNATION: **CERTIFICATION MANAGER**

SIGNATURE: _____ DATE: **20/5/2024**

For and on behalf of **Lake Naivasha Basin Sustainable Horticulture Farmers CBO**

NAME **Hans Ngugi Njathi**

DESIGNATION: **Chairman Procurement**

SIGNATURE: _____ DATE: **20/5/2024**

