



REPUBLIC OF KENYA

MINISTRY OF LANDS AND PHYSICAL PLANNING

P.O. BOX 30450– 00100

TENDER DOCUMENT

FOR

**CONSULTANCY FOR DEVELOPMENT OF MINISTRY'S MEDIA ENGAGEMENT
AND VISIBILITY GUIDELINES**

IFMIS TENDER NO. 912834-2021/2022

DECEMBER, 2021

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SECTION I - LETTER OF INVITATION

TO: _____(Name and Address of Consultants)

Date

Dear Sir/Madam,

RE: CONSULTANCY FOR THE DEVELOPMENT OF MEDIA ENGAGEMENT AND VIISIBILITY GUIDELINES FOR THE MINISTRY OF LANDS AND PHYSICAL PLANNING

1.1 The Ministry of Lands and Physical Planning invites proposals for the *Consultancy for the development of media engagement and visibility guidelines for the Ministry of Lands and Physical Planning*

1.2 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

1.4 Completed tender documents to be submitted through the **IFMIS SUPPLIER PORTAL: www.supplier.treasury.go.ke** as per the requirements contained in the RFQ so as to be received on or before **22nd December 2022 at 10.00.am East African time.**

NOTE:

- ***Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact the IFMIS Department in Treasury for assistance.***
- ***MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted online.***

1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Ministry of Lands and Physical Planning, Ardhi House 7th floor, wing C, ICT Training room

Principal Secretary

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Ministry of Lands and Physical Planning will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarise themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail 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 invited consultants who intend to submit proposals.

- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language

- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this 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, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

- 2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete

negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". 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 clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 **Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
Total Points	<u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix “ITC”, be as follows: -
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract.

If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: _____

2.1.1 The method of selection is: _____

2.1.2 Technical and Financial Proposals are requested: Yes ___ No ___

The name, objectives, and description of the assignment are: ___

2.1.3 A pre-proposal conference will be held: Yes _____ No ___ [*if Yes, indicate date, time and venue*] _____

The name(s), address(es) and telephone numbers of the Client's official(s) are:

2.1.4 The Client will provide the following inputs: _____

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; _____

(iv) The minimum required experience of proposed professional staff is: [*Insert title, number of years of professional experience, specific expertise*]

2.1.6 (vii) Training is a specific component of this assignment:
Yes ___ No _____ [*If yes, provide appropriate information*]

(viii) Additional information in the Technical Proposal includes:

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]: ____

2.5.2 Consultants must submit an original and _____ [Insert number] additional copies of each proposal.

2.5.3 The proposal submission address is: _____ Information on the outer envelope should also include: _____

2.5.4 Proposals must be submitted no later than the following date and time:

2.6.1 The address to send information to the Client is: _____

2.6.3 The minimum technical score required to pass [Insert number of points]: _____

2.7.1 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:
T=_____ (0.80 to 0.90)
P=_____ (0.10 to 0.20)

2.9.2 The assignment is expected to commence on _____ [Insert date] at [Insert location] _____

(Amend as necessary)

SECTION III- TECHNICAL PROPOSAL

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6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial
Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your
Name of Client:	Firm/Entity(profiles): Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ *Date;*

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorised representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

N o.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			<hr/>
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION IV- TERMS OF REFERENCE (TOR)

APPENDIX TO INSTRUCTION TO TENDERERS

The following information for procurement of consultancy services shall complement or amend the provisions of the instruction to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tenderers	Particulars of appendix to instructions to tenderers
2.1.7	Tender Document is free of charge
2.1.8	Ministry of Lands and Physical Planning shall NOT allow tenderers to review the tender document.
2.2.1	Any clarification regarding the tender must be addressed to the Principal Secretary, Ministry of Lands and Physical Planning P.O Box 30450 – 000100 Nairobi or Drop it at the Procurement Office At Ardhi House Nairobi 10 th floor Wing B, Room 1018 during Normal working hours.
2.4.5	The financial quotation must remain valid for 90 days after

	submission date and NOT 30 days.
2.5.2	Candidates to submit both technical proposal and financial proposal through the IFMIS system. Deadline for submission of tenders – 22nd December 2021 at 10.00.am East African time NOTE: <ul style="list-style-type: none"> • Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact the IFMIS Department in Treasury for assistance. • MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted online.
2.5.4	Both the technical and Financial proposal to be submitted through the IFMIS system
2.5.5	Opening of the submitted bids will be done online in the IFMIS system in the presence of bidders or their representatives who choose to attend the opening session at Ardhi house Nairobi 7 th Floor Wing C, ICT training room
2.8.1	The technical evaluation criteria is as stipulated in the Terms of Reference (TOR).
2.8.2	After the technical evaluation, the evaluation committee will proceed with financial evaluation through the IFMIS system and tenderers will NOT be invited for an opening ceremony.
2.8.3	The Financial evaluation criteria is as stipulated in the Terms of Reference (TOR).
2.8.6	The evaluation of bids will be done online through the IFMIS system

SECTION III: SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract. Whenever there is a conflict, between the general conditions of contract the provisions of the special conditions of contract shall prevail over these in the GCC.

Special conditions of contract as relates to the GCC.

SPECIAL CONDITIONS OF CONTRACT	
Term of the contract	The consultancy will commence fourteen days after contract signing and expected to execute the within three months (3) as stipulated in TOR
Payment	<ol style="list-style-type: none"> 1) The 1st payment of 10% of the contract sum will be made after delivery of acceptable inception report expected after one month after signing of contract agreement 2) The 2nd payment of 40% of the contract sum will be made after delivery of Zero Draft of campaign materials after signing contract agreement

		<p>3) The 3rd payment of 40% of the contract sum will be made after delivery of Final edited and published campaign materials after signing contract agreement</p> <p>4) Release of 10% retention money will be made after acceptance and approval of the campaign materials</p> <p>The above payment schedule is per the TOR</p>
	<p>Project Administration</p>	<p>Institutional Structure</p> <p>As indicated earlier the process of delivering the branded designs and promotional materials will include the steering services, coordinating services, technical services and the consultancy services. These institutional structure for carrying out the services will comprise the steering team, the coordinating team, the technical team and the consultancy team.</p> <p>The Steering Committee will carry out the following functions:</p> <ul style="list-style-type: none"> a) Initiate the revision process b) Mobilise and avail resources c) Appoint contract management committee d) Certify payment e) Provide policy and strategic direction f) Provide quality assurances and oversight on the project g) Approval of the final draft delivered by the consultant <p>The coordinating team is expected to carry out the following:</p> <ul style="list-style-type: none"> a) Support the development of a work programme that includes objectives, work streams, timeframes, budget, and responsibilities for all the work sessions b) Communicate and manage correspondence c) Procure consultancy services d) Circulate the draft for comments. e) Provide monitoring and evaluation of the project f) Identify and manage challenges to the project <p>The technical team is expected to carry out the following:</p> <ul style="list-style-type: none"> a) Form thematic working groups and prepare technical reports.

		<p>b) Provide expert input in their relevant fields.</p> <p>c) Validation of the branded designs and promotional materials.</p>
	Performance security	A performance security shall be 10% of the tender sum. The amount of the performance security shall as shown above from a reputable bank or insurance firm approved by PPRA

Background

The Ministry of Lands and Physical Planning in the Government of the Republic of Kenya exists to facilitate efficient land administration and management, access to adequate and affordable housing, social and physical infrastructure for national development. By virtue of its expansive mandate, the ministry serves a multi-stakeholder community. In discharging the afore-cited responsibilities, the ministry is expected to consult, engage and serve various stakeholders in relation to land registration, land administration, physical planning, survey and mapping, valuation adjudication and settlement among other duties. These include members of the public, government, media, and consumers of land services, suppliers, professional organizations, investors, and other bodies. Recently, the ministry has begun the implementation of the digitisation programme, *Ardhisasa* which is an online platform that allows Citizens, other stakeholders and interested parties to interact with land information held and processes undertaken by Government. It allows the lodgement of applications for various services offered by the Ministry and the Commission. The applications are handled through the platform and responses presented through it.

In light of the strategic role that the ministry plays and the implementation of this new and revolutionary platform, it is important that it is visible, well understood and highly regarded. Visibility, understanding and high regard are critical for maintaining stakeholders' confidence in the ministry and the reforms being implemented in order to sustain and enhance service and public interest.

Towards this end, the ministry is planning to engage a qualified communications consultant to develop a multi-faceted media engagement and visibility strategy. The strategy will provide a broad framework that will guide media engagement and visibility efforts in the Ministry and will identify the issues that need to be addressed to build awareness, improve knowledge, build mutual understanding with key stakeholders and generate support for the Ministry's initiatives. The guidelines developed will also play a critical role in driving the Ministry's corporate strategic plan.

Aim of the Consultancy

The assignment shall serve the purpose to develop and implement a comprehensive media and visibility engagement to contribute to a significant and sustained change in awareness and attitudes of target groups towards the Ministry and the new platform *Ardhisasa*.

Duties of the consultant

- a. Strategic communications for visibility
- b. Support the implementation of the Ministry's communications strategy and annual communication plan.
- c. To develop MoLPP's strategy for promotion of awareness of the Ministry's mandate, services and products and improve attitudes and stakeholder buy-in on current programmes.
- d. To shape and execute the MoLPP's strategic direction for how we communicate, engage and drive conversations with key identified audiences and online communities on social media, messaging apps and through relevant influencers.
- e. To develop a comprehensive media engagement strategy – mapping out key media opportunities and a content calendar detailing media engagement for 2021.
- f. To develop MoLPP's visual identity and support application criteria across multiple platforms

Expected outputs

The expected outputs will include the following:

- Inception Report including detailed work plan and methodology.
- Staff sensitisation schedule
- Media Engagement and Visibility Guidelines
- Detailed report on the activity

Methodology

The approach to be adopted in preparation of the digital media plan should be collaborative, multi-disciplinary, multi-sectoral and participatory involving all the stakeholders drawn from the public, private and non-state actors. A pragmatic approach should be employed in gaps identification as well as in the gathering of local knowledge towards formulation of this plan. The envisaged processes to be undertaken during the formulation of the handbook include benchmarking, technical work sessions, presentation of thematic reports and stakeholder consultations. The presentation techniques will include graphics, illustrations, prototypes, diagrams and maps.

Deliverables and Time Frames

The assignment is expected to take a period of three (3) months from the time of the signing of the contract and all the reports shall be submitted to the Cabinet Secretary. This consultancy will commence immediately after contract signing. The deliverables will be submitted as per the table below:

Table 1: Deliverables

No.	Deliverables	Time Frame	No. of Copies
1.	Inception Report including detailed work plan and methodology.	1 month after contract signing	4
2.	Media Engagement and Visibility Guidelines	2 months after contract signing	4
3.	Staff sensitisation schedule and actual sensitisation meetings	2 months after contract signing	4
5.	Report on development of media engagement and visibility guidelines	A week before the end of contract	5

The reports shall be presented in both soft and hard copies and shall meet the following requirements.

Interrelationship and reporting mechanisms

The consultant will work closely with the office of Cabinet Secretary to carry out capacity building, institutional strengthening and skills transfer during this period.

Required expertise and qualifications

Given the complexity and importance of this assignment, this consultancy requires the following expertise as a minimum:

Table 2: Expert profile

No.	Position/Title	Qualifications/Profile	Experience
1.	Team Leader	<ul style="list-style-type: none"> Advanced university degree in communications, journalism or a related field; Track record in working with media, web-based communication tools, and social media; Experience in influencer management and social media campaigns; Creative thinking with respect to developing new and compelling content Good interpersonal skills and capacity to liaise with parties concerned. Strong facilitation, writing and presentation skills. Ability to work under strict timelines 	<p>At least 10 years' experience managing teams and leading communications/PR campaigns in either an agency or in-house for a leading international entity</p> <p>5 additional years of relevant experience will be considered in lieu of an advanced university degree</p>
2.	Web developer	<ul style="list-style-type: none"> Must possess a minimum of degree in Computer Science, Software Engineering, Informatics or any other relevant discipline; 	<p>Must possess at least 3 years professional experience stating the assignments</p>

		<ul style="list-style-type: none"> • Excellent analytical, report writing and communication skills 	they have personally been involved
3.	Social media strategist	<ul style="list-style-type: none"> • Must possess a minimum of diploma in PR, Communications or journalism or any other relevant discipline • project implementation and management • Excellent analytical, report writing and communication skills. • Proven experience in development of social media strategy 	At least 3 years' professional experience stating the assignments they have personally been involved
4.	Digital Content Developer	<ul style="list-style-type: none"> • Registered by a relevant professional body • A degree in Computer Science, Software Engineering or Communications-related field • Excellent analytical, report writing and communication skills. • Proven experience in digital content creation 	3 years of professional practice
5.	Public Relations Officer	<ul style="list-style-type: none"> • Registered by a relevant professional body • Possess an advanced degree in Public Relations • Proven experience in public relations 	3 years of professional practice

NB. CVs, certificates, testimonials and other supporting documents should be attached

Scope of financial proposal and Schedule of payment

The payments for the project shall be based on the deliverables by the consultant and will vary in each phase. The disbursement shall be completed upon the receipt and verification of the required deliverables. The disbursement of the funds for this project shall be made as per the breakdown below:

- 5) The 1st payment of 10% of the contract sum will be made after delivery of acceptable inception report expected after two weeks of signing of contract
- 6) The 2nd payment of 40% of the contract sum will be made after delivery of Zero Draft Media Engagement and Visibility Guidelines 1 month after signing contract agreement

- 7) The 3rd payment of 40% of the contract sum will be made after delivery of Final edited and published Media Engagement and Visibility Guidelines and staff sensitisation on the Guidelines 2 months after signing contract agreement
- 8) Release of 10% retention money will be made after acceptance and approval of the Guidelines and the report on the activity

1. Criteria for selection of the winning proposal

The Consultancy will be evaluated at three levels namely preliminary evaluation, technical evaluation and financial evaluation.

a) Preliminary evaluation

No.	Parameters/Requirements	Compliance (Yes/No)
1.	A copy of certificate of Registration/Incorporation	Y/N
2.	A copy of current/valid tax compliance certificate issued by the Kenya Revenue Authority	Y/N
3.	Must fill the price schedule in the format provided	Y/N
4.	Must fill the form of tender in the format provided	Y/N
5.	Must submit a completely filled, signed and stamped confidential business questionnaire in the format provided	Y/N
6.	Submission of a duly filled litigation form	Y/N
7.	Submission of a duly filled signed sworn statement	Y/N
8.	Provide a company/consortium profile	Y/N
9.	In case of a consortium, a signed Memorandum of Understanding (MOU) or agreement between partners must be attached with your response	Y/N
10.	Submission of filled and signed bid securing declaration form valid for 90 days	Y/N

(b) Technical and Financial Evaluation Criteria

The consultancy will be evaluated using Quality and Cost Based Selection (QCBS) criteria. In carrying out technical evaluation, only those bids scoring 70 points and above will be considered for financial evaluation. Financial evaluation will be awarded 30 points. Failure to meet the required qualifications and competence of key staff related to the assignment will render the bid unresponsive. The following specific criteria will be used in assessment.

Table 3: Technical & Financial Evaluation criteria

No.	Criteria	Weight	Max. points	
1.	Qualifications and competence of the key staff related to the assignment	Team leader	5	15
		Digital content developer	2.5	
		Web developer	2.5	
		Social Media Strategist	2.5	
		Public Relations Officer	2.5	

2.	<ul style="list-style-type: none"> • Proof of delivering PR and communication services, digital support services, development of IEC material or any related services for three institutions • Previous experience working with the Government of Kenya is an added advantage. 	15	15	
3.	Proof of preparation and development of a digital support plan for a public institution	10	10	
4.	Proof and delivery of research and formulation of technical proposals for the following:	Web Design and web chats	5	15
		PR, media engagement,	5	
		Communications and marketing services.	5	
5.	Adequacy of methodology and the proposed work plan in responding to the Terms of Reference	Benchmarking – Contemporary case studies	5	15
		Customer Care Needs	5	
		Rebranding, development of training manuals and a customer care handbook and actual training of customer care officers and supervisors	5	
6.	Financial Capacity	Audited accounts for the last 3 years	10	30
		Ability to access finance.	10	
		Evidence of financial resources	10	
Total			100	100

SECTION VI:

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS

TIME-BASED PAYMENTS

CONTRACT

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 Consultant’s 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 Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing 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 a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)

for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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 or 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.

(iii)

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of this 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

FOR THE CONSULTANT

Full name; _____

Full name

Title: _____

Title:

Signature; _____

Signature; _____

Date; _____

Date; _____

(iv)

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

(v)

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent (number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

(vi)

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s Reporting Obligations

(v)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....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 an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary