

# COUNTY GOVERNMENT OF KIAMBU



## NOTICE OF EXPRESSION OF INTEREST (EOI) FOR THE PROVISION OF CONSULTANCY SERVICES

FOR

## ENGAGEMENT IN CONSULTANCY SERVICES FOR REVIEW AND FINALIZATION OF THE DRAFT KIAMBU COUNTY SPATIAL PLAN (2024- 2034)

**TENDER NO. : CGK/LHPP/EOI/003/2023-2024**

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Submission Address:

Submit manually by dropping-off sealed envelopes on the Tender box located at:  
Governor's Office block-reception Kiambu Headquarters in Kiambu Town

*To be received on or before the submission deadline at: 12noon 26th April, 2024*

## **1.0 INTRODUCTION**

Kiambu County is faced with a myriad of planning issues, particularly in the urban areas due to its high level of urbanization. The prevailing land tenure and absence of proper zonation have also led to establishment of unsustainable land uses. The county government has had limited control over activities such as subdivision of land into uneconomical units, which has also led to inadequate development of requisite infrastructure. Some of the major planning challenges in Kiambu include;

- (a) Degradation of environmentally sensitive areas such as encroachment of riparian areas and wetlands, forest areas and large-scale farms.
- (b) Uncoordinated development activities especially in urban areas owing to inadequate tools for development control resulting in urban informality and breakdown of social fabric.
- (c) Inadequate infrastructure to support various land uses e.g. water supply, solid and liquid waste management systems and recreational areas.
- (d) Absence of a framework to guide spatial distribution of development projects and land uses.

The County Spatial Plan is expected to address these challenges by providing a planned and coordinated framework for guiding the sustainable and optimal utilization of county resources. Through CSP the county envisions transforming of lives through advancement of infrastructure, economic prosperity, food security and environmental conservation. The plan will have common guiding principles in planning and coordination among different sectors such as agriculture, transport, conservation, social services, and urban development among others. Other perennial issues that hinder proper land use development, management, and administration will also be addressed through the CSP process. The final CSP will also facilitate resource mobilization from development partners and investors for various projects based on the suitability analysis and a harmonious land use management system

## **2.0 BACKGROUND**

The fourth schedule of the Constitution of Kenya, 2010 confers the role of physical and land use planning to the County Government. Therefore, County Governments have a mandate to plan and ensure equitable and sustainable allocation and utilization of resources within their counties. The County Governments Act, 2012 provides further guidance on planning as a function of the County Governments. Part eleven (XI) of the act, which governs County Planning, identifies four main plans that should provide a framework for resource mobilization and allocation. These plans include the County Integrated Development Plan, County Sectoral Plans, County Spatial Plan; and Cities and Urban Areas Plans as provided for under the Urban Areas and Cities Act, 2011.

The County Government of Kiambu has embarked on the process of validation and finalization of the zero draft of the County Spatial Plan which is intended to guide land use management and development activities within the county for a period of ten (10) years.

Kiambu County covers an area of approximately 2,543.5 Km<sup>2</sup> within the former Central province. The County lies between latitudes 00 25' and 10 20' South of the Equator and Longitude 360 31' and 370 15' East. It borders Nairobi and Kajiado Counties to the South, Machakos to the East, Murang'a to the North and North East, Nyandarua to the North West, and Nakuru to the West.

The geographical location of Kiambu is quite unique as it neighbors the agriculturally productive Mount Kenya and Central Rift region. The major land uses in the county can be categorized as large-scale coffee and tea farms that are rapidly being converted for urban/mixed land uses, small-scale farms,

highly densified residential areas, upcoming mini-cities, Municipalities, Towns among other urban areas. All these present a complex mix of land-based activities that require a good balance in their development trajectory and the Spatial Plan is seen as one such development framework to guide their growth.

The population of Kiambu is heterogeneous with most of the communities in Kenya residing in the county.

According to the 2019 Kenya Population and Housing Census, the population of the county stood at about 2,417,735. The population is expected to increase further owing to the influx of people in search of land and employment opportunities. Administratively, the county is divided into twelve (12) sub-counties, sixty (60) wards, and 13 municipalities.

### **3.0 DESCRIPTION OF WORK**

The County Government Act, 2012 requires that all county governments prepare and implement GIS based County Spatial Plans. The County Spatial Plans are ten (10) year plans that are implemented through annual budgetary allocations by the county governments. The County Government of Kiambu desires to finalize the preparation of the CSP for the area of jurisdiction in order to fulfil the legal requirement and also to guide development of the County for the next 10 years.

The County Spatial Plan shall be the basis for;

- i. Coordinating sectorial developments in the County
- ii. Provision of major social and physical infrastructure
- iii. Guiding and controlling developments in the county
- iv. Setting guidelines, norms and standards for land use planning in the county
- v. Decision making on major economic investment in the county
- vi. Environmental protection, conservation and management

### **4.0 OBJECTIVE OF THE CONSULTANT**

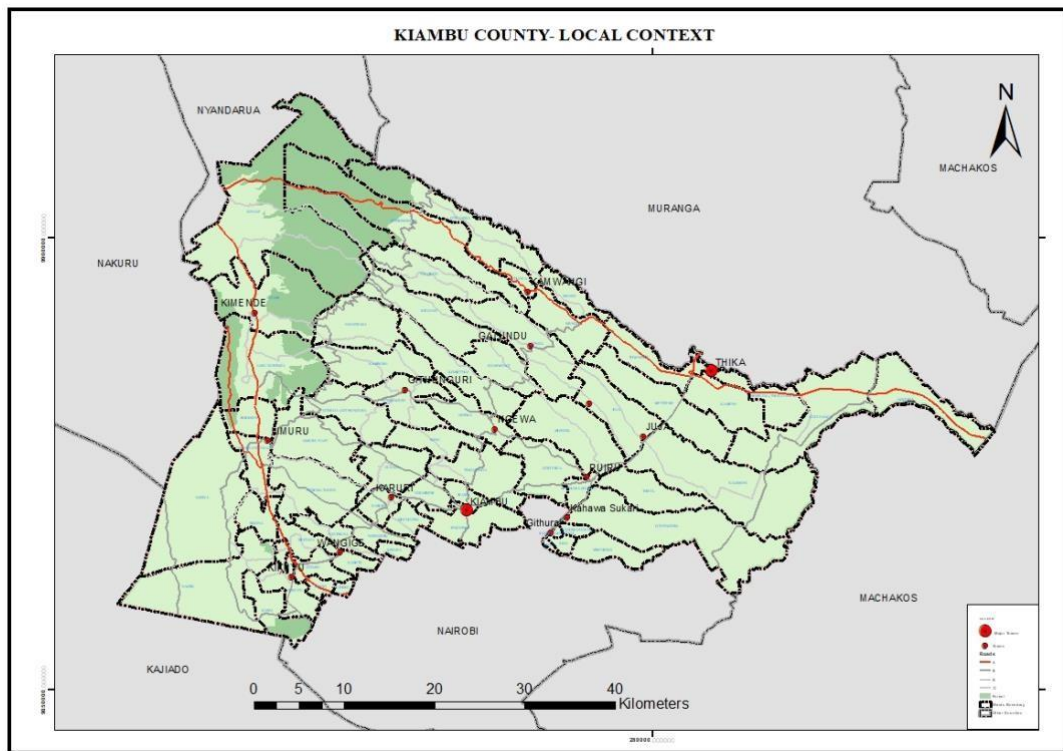
The main objective of the assignment is to undertake quality review of the draft plan that have internally been prepared by the County team, update it and make necessary corrections to it and finalize for purposes of approval and implementation. To ensure quality review, the consultant will ensure that the final output/plan will have addressed the following original objectives:

- I. That the prepared plan will guide spatial development of Kiambu County;
- II. That accurate up-to-date digital maps for planning, infrastructure development and maintenance programmes are contained in the report from the available data to be availed by client;
- III. That the plan will guide rural development and settlement;
- IV. That the plan will provide a basis for efficient and effective delivery of infrastructure and services;
- V. That the plan has interpreted and localized strategic national and regional policies and strategies;

- VI. That the plan identifies vital natural resources within the county, analyzes the level of utilization and propose innovative strategies to enhance their utilization and sustainable management;
- VII. That the plan identifies opportunities for job creation and employment;
- VIII. That the plan provides a framework for revitalizing industries, trade and commerce to spur economic development;
- IX. That the plan formulates strategies for improving transport and communication networks and linkages;
- X. That the plan develops strategies to realize a system of urban centres for sustainable urban development;
- XI. That the plan identifies the regions" environmental concerns and propose protection and conservation measures;
- XII. That the plan identifies and addresses the Climate Change agenda and the resilience aspects of both urban and Rural settlements;
- XIII. Land to be accompanied by the Cadastral Data : - Shapefiles georeferenced for the entire County in UTM projection and;
- XIV. Finally, the plan improves utilization of land base resources and guide the organization and development of physical development of the human settlement

## **5.0 SCOPE OF WORK**

The county spatial planning process covers the area within the legal boundaries of Kiambu County for the stated planning period. Kiambu County covers an area of approximately 2,543.5.7Km<sup>2</sup>. The County Spatial Plan will guide the spatial distribution of developments undertaken by the County government and nongovernmental entities e.g. investors and development partners. It will also be aligned with national government and regional development strategies and plans to ensure that the people of Kiambu achieve optimal benefits from such initiatives. The consultancy shall take a period of 3 months. The planning period is set at 10 years (to be reviewed periodically to reflect new visions and land uses), in line with provisions of both the Constitution of Kenya, 2010 and the County Government Act (2010)



**Figure 1: Map Showing Kiambu County**

## 6.0 CONSULTANCY SERVICES TEAM COMPOSITION

### Table II: Expertise Required

During preparation of the Spatial Plan, the Consultant will be expected to employ qualified and experienced personnel. The key professionals are expected to work closely with Kiambu County staff during the execution of the assignment and there should be evidence of capacity building, institutional strengthening, and technology transfer.

Profiles of the key experts to be provided by the consultant during execution of this assignment is suggested as follows:

Table II

EXPERT	NUMBER	MINIMUM QUALIFICATION	RESPONSIBILITY
<b>Team Leader/ Project Director</b>	1	<ul style="list-style-type: none"> <li>• A degree in Urban and Regional Planning</li> <li>• Must be registered with the Physical Planners Registration Board and a practicing planner.</li> <li>• At least nine (9) years relevant professional experience in urban and regional planning with</li> <li>• Knowledge and experience within the Kenyan context</li> </ul> <p>Must be a member of a relevant professional body in good standing</p>	Overall coordination in execution of the assignment Lead expert in the planning process
<b>Project Planner/Urban Specialist</b>	1	<ul style="list-style-type: none"> <li>• At least five (5) years professional experience in participatory urban planning and management, including policies, systems and implementation of the same</li> <li>• Degree in urban and Regional Planning or equivalent field;</li> <li>• Registered by Physical Planners Registration Board (PPRB)</li> </ul> <p>Must be a member of a relevant professional body and in good standing</p>	Principal Assistant to the Team Leader
<b>Urban and Regional Planners</b>	2	<ul style="list-style-type: none"> <li>• Degree in urban and regional planning with minimum 4 years working experience in urban and regional planning</li> <li>• Conversant with GIS based mapping and data collection and analysis</li> </ul> <p>One of the planners should be an expert in transport planning</p>	Planning Assistants to the Team Leader

<b>Project Surveyor</b>	1	<ul style="list-style-type: none"> <li>• A Licensed and Practising Land Surveyor</li> <li>• A degree in Land Surveying and photogrammetry with at least seven (7) years relevant experience in digital mapping and GIS and Land Information System</li> <li>• Must be a member of a relevant professional body and in good standing</li> </ul>	Provision of land controls and cadastral data
<b>Digital Mapping/GIS Expert</b>	1	<ul style="list-style-type: none"> <li>• A degree in Land Surveying and photogrammetry/ Urban/Regional Planning/GIS or any equivalent field with at least five (5) years relevant experience in digital mapping, GIS and Land Information System.</li> </ul>	Mapping, provision of controls, cadastral layer preparation and verification, GIS
<b>Architect/Urban Designer</b>	1	<ul style="list-style-type: none"> <li>• A degree in Urban Planning, Landscape Architecture, Urban Design or related field</li> <li>• Minimum 5 years practical experience in Urban Planning, Landscape Architecture, Urban Design or related field</li> </ul>	Preparation of urban design models
<b>Environmental Specialist</b>	1	<ul style="list-style-type: none"> <li>• Must possess University Degree in an Environmental field</li> <li>• Minimum 5 years practical experience in environmental planning and a Lead Expert with NEMA.</li> </ul>	Team member
<b>Other Key Support Staff</b>	-	<ul style="list-style-type: none"> <li>• Civil engineer, support staff, technicians and other relevant staff</li> </ul>	Team Members

## **PROJECT MANAGEMENT AND OBLIGATIONS**

The consultant under the client's oversight will manage the project from draft plan to final stage (but expected to scope through and review all available reports/documents with regards to the process). For the project to run smoothly each party should adhere to the set obligations as below;

### **Obligations of the County Government of Kiambu**

- I. To mobilize resources for the process and ensure timely remittances on work delivered
- II. To provide quality assurances and oversight on the project
- III. In consultation with the consultant, attend, organize and facilitate/support all workshops, work sessions, stakeholder forums during plan preparation and review exercise.
- IV. To provide policy and legal guidance
- V. Provide linkage with development partners and national government
- VI. Monitor progress of the planning process and timely delivery of the plan
- VII. Support management and administration of the contract
- VIII. Facilitate the approval of the final plan by the County Assembly as delivered by the consultant
- IX. Support the implementation of the plan
- X. Provide monitoring and evaluation of the project

### **Obligation of the Consultant**

The consulting firm shall be responsible for provision of all proposed staff equipment and services required for the fulfilment of its obligations under the contract. These include computers and other IT equipment, transportation, communications, accommodation, insurance, utilities, and any other required staff resources. The consultant shall be obligated to:

- i. Provide timely written communication on all processes to be undertaken within the planning area
- ii. Review and compile all required reports
- iii. Submit all the indicated outputs both in hard and soft copies
- iv. Provide quality outputs especially on spatial outputs and reports
- v. Submit hard cover/perfect bound final planning reports
- vi. Adhere to all timelines of the contract



## **REPORTING**

The consultant shall be responsible to the county executive committee member for lands, housing energy and physical planning on execution of the project. The consultant shall propose a schedule of activities and corresponding deployment of staff. This schedule, together with a comprehensive statement justifying the proposed deployment should be incorporated in the methodology section of the

proposal. A tentative schedule of deliverables is delineated below. However, in their detailed proposals the consultants should provide dates that they can meet; reasonable adjustments will be accommodated

## **7.0 DELIVERABLES OF THE ASSIGNMENT**

The following are the outputs expected in the process

- A timebound workplan and methodology to undertake the assignment which will be considered as the inception report
- A reviewed draft plan report including the situational analysis, synthesis and conceptual analysis of the County land delivery framework, programs/projects and the CIP
- Final plan report

The final output expected from the whole process is a County Spatial Plan for Kiambu containing the following components;

- County structure plan indicating desired land use pattern in maps and elaborative texts
- Plan proposals (policies, strategies and development guidelines)
- Proposed development projects and programmes
- Capital Investment Plan
- Action Plans if necessary
- Cadastral Data: - Shapefiles georeferenced for the entire County in UTM projection

**EXAMINATION FOR ELIGIBILITY**

The Applicants will be examined for eligibility on the following basis. Those who do not qualify will not be subjected to more detailed evaluation.

<b>ELIGIBILITY CRITERIA</b>		
1	The Lead Firm has provided a certified copy of the certificate of Incorporation/ Business Registration	
	(a) Must contain Power of attorney - Written confirmation authorizing the signatory of the Bid to commit the Bidder, properly attested to by commissioner of oaths or similar authority. – <b>For those bidding as joint venture</b>	
2	Attach a sworn affidavit stating that <i>The firm has not been debarred from participating in any Public Procurement by PPRA.</i> <i>The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters</i> <i>The firm has not been declared bankrupt, insolvent or under receivership.</i> <i>The firm has no any litigation issues in relation to their work and operation.</i> <i>The firm and/or its directors have or have no conflict of interest with County Government of Kiambu</i>	
3	Be registered with Physical Planning Registration Board (PPRB)( <i>applicable to lead Consultant</i> )	
4	Copy of CR 12/CR13 for the last six (6) months- ( <i>applicable to lead firm</i> )	
5	The Lead firm is not debarred from participating in procurement by PPRA or by any National agency or International Organization. (FORM SD1)- <i>to be filled by lead firm</i>	
6	Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. (FORM SD2)- <i>to be filled by lead firm</i>	
7	Attach a written agreement that clearly specifies (for joint ventures and consortia); <ul style="list-style-type: none"> <li>✓ The lead partner and their roles</li> <li>✓ Partnering firms and their roles</li> </ul> <i>(The agreement <b>Must</b> incorporate all professionals in <b>architecture,urban planning,regional planning,surveying,GIS,environment</b> )</i>	
8.	The Lead Firm has provided a copy of the certificate of valid tax compliance certificate.	
9.	Firm to declare and commit to the code of ethics- <i>to be filled by lead firm</i>	
RESULT - RESPONSIVE OR NOT RESPONSIVE (R or NR)		

**ANY FIRM THAT IS NOT RESPONSIVE IN ANY OF THE PRELIMINARY EVALUATION WILL NOT BE SUBJECTED TO FURTHER EVALUATION**



## **EVALUATION SCORING CRITERIA**

S/NO	EVALUATION SUB-CRITERION	MAX POINTS	SUB CRITERIA FOR SCORING	
			SPECIFIC EXPERIENCE	SCORE
1	Firm's experience of not less than Five years	40 Points	<p>a) Firm has evidence of at least 4 Contracts within the last five years (5 points for each) Maximum 20 Points or Firm has been subcontracted for related services within the last five years (3 points for each) maximum 15 Points)</p> <p>b) Firm has at least five recommendations from past or current clients for related services (e-mail addresses, telephone numbers) of referees firms for whom you have provided similar services) (Maximum 10 Points)</p>	
2	Firm's Consultants Relevant Experience for the Assignment	30 Points	<p>a) Firm has evidence of engaging at least 6 Consultants (3 marks for each CV and Certificates attached) Maximum of 24 Points</p> <p>b) Firm has prepared a list of experts and their roles in the assignment (6 Points)</p>	
4	Firm's /Consultant's Experience in the region under similar conditions to the Procuring Entity's area	30 Points	has experience in the provision of provision of consultancy services in preparation of county spatial plans (10 points per year Maximum 30 Points)	
	TOTAL SCORES	100 Points	PASSMARK 60 Points	



**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, ..... of P. O. Box..... being a resident of ..... in the Republic of..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**  
..... for.....(*insert tender title/description*)  
for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants, and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff, and/or employees and/ or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
  
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp

# DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(person) on behalf of (*Name of the Business/ Company/Firm*) .....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name .....

Sign.....Date.....



**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Expression of Interest No:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called " the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( \_\_\_\_\_ ) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
  2. KNOW ALL PEOPLE by these presents that WE ..... of..... [Name of Insurance Company] having our registered office at..... (hereinafter called “the Guarantor”), are bound unto.....[Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.  
Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20\_\_.
  3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
    - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
    - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity’s Tendering document.
- then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
  5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date ]

\_\_\_\_\_  
[Signature of the Guarantor]

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*[Witness]*

