



Invitation to Tender

Kenya – Communicating climate compatible development with the private sector

18 December 2012

CDKN Project Reference TAAF-0040

Contents

1. Background

2. Terms of Reference

3. Proposal requirements and evaluation

4. Tendering process

1. Background

1.1 About CDKN

The Climate and Development Knowledge Network (CDKN) is a five-year initiative funded by the UK Department for International Development (DFID). Launched in 2010, CDKN assists developing countries in responding to the challenges posed by climate change. It does this by providing research, technical assistance and negotiations support while channelling the best available knowledge on climate change and development to support policy processes at the country and international levels.

A key feature of the CDKN is that it is demand led – we respond to gaps and needs identified on the ground. Over the next five years our goal is to be working in up to 60 developing countries.

The CDKN is managed by an alliance of partners led by PricewaterhouseCoopers LLP and comprised of the Overseas Development Institute (ODI), LEAD International, INTRAC, and three regional partners – Fundación Futuro Latinoamericano (Latin America), SouthSouthNorth (Africa) and LEAD Pakistan (Asia). Services are provided through a network of collaborating organisations and individuals around the globe. Please see www.cdkn.org for further information about CDKN.

1.2 Introduction to the Project

CDKN's existing project in Kenya is providing support to the Government of Kenya in the development of its National Climate Change Action Plan. This Invitation to Tender (ITT) relates to follow-up CDKN support in Kenya.

The National Climate Change Action Plan has identified a clear need for increased private sector capacity to grapple with climate change. Some of the sectors most vulnerable to climate change, such as agriculture, livestock, tourism, infrastructure, health and biodiversity, are also key economic sectors. The capacity of Kenya's private sector to respond appropriately, both from a mitigation and adaptation perspective, therefore has a potentially significant impact on Kenya's economic development. While climate change is usually presented as a risk, there are also opportunities for businesses that climate proof their value chains and take advantage of new market gaps.

The Kenyan private sector has not to date engaged as actively as possible with climate change issues affecting their businesses, as the complexity of the issue often means that they lack the decision-relevant information to enable them to engage with the topic. The purpose of the CDKN's further support to Kenya, which is the subject of this ITT, is to use Kenya's National Climate Change Action Plan as a basis for communicating key climate change messages to the Kenyan private sector.

CDKN aims to change policies and programmes in developing countries to integrate climate compatible development. By focusing on climate compatible development (CCD), CDKN seeks to bridge the gap between climate and development, with the ultimate objective of reducing climate related vulnerability and supporting pro-poor wealth generation. While this project uses Kenya's National Climate Change Action Plan as a basis for action, it is important to note that the communications work should go beyond re-packaging the Action Plan for private sector consumption: It should identify and communicate to the private sector the key messages related to CCD in Kenya that are relevant to business interests.

The Kenya Private Sector Alliance (KEPSA) is an umbrella body representing private sector interests and has the convening power to reach a substantial cross-section of private sector organisations in Kenya. KEPSA also has an interest in helping its members engage with climate change issues, as evidenced by the creation of a Climate Change Sector within KEPSA.

Given the limited private sector engagement to date, the expressed interest of KEPSA in helping its members engage with climate change and KEPSA's convening power within the Kenyan private sector, this project component will help to answer the questions:

- What is the significance to the Kenyan private sector of climate compatible development and the National Climate Change Action Plan?
- Why is the Plan's implementation important for private sector interests?
- What action can be taken by the private sector to contribute to Kenya's climate resilient development path?

2. Terms of reference

2.1 Project Objectives

- Communicate key issues relating to the National Climate Change Action Plan and climate compatible development to the private sector in an accessible way that is relevant to private sector interests.
- Identify gaps and make recommendations on any tools, frameworks or planning instruments that could help private sector organisations to assess climate change impacts on their businesses and identify appropriate responses.
- Strengthen the platform for (and thereby increase the level of engagement between) private sector and Government on climate compatible development.
- Identify the policy / regulatory barriers that prevent the private sector from taking steps to improve the climate resilience of businesses and support related policy advocacy.

2.2 Terms of Reference

The Supplier will be required to work with CDKN's Country Engagement team in Kenya, which will provide strategic direction on the project. The project consists of two components:

1. Communicating CCD: The Supplier will communicate key issues pertaining to climate compatible development (CCD), the National Climate Change Action Plan (NCCAP) and the reports / analyses of the various NCCAP sub-component working groups to the private sector in an accessible format that is relevant to the business community. Although the analyses that underlie the NCCAP will be the basis for the work, the communications events and materials to be developed will not focus on the NCCAP alone, but on climate compatible development more broadly and how that relates to private sector interests.

The Supplier should identify the key questions relevant to the private sector on CCD and communicate messages from the NCCAP and other sources, including Government commitments on these issues, to business (rather than simply re-packaging the NCCAP). Key analyses from Kenya's Economics of Climate Change study (funded by DFID) should be used to illustrate the bottom line risks and opportunities.

The Supplier should include individuals with standing in the Kenyan business community in its team.

The Supplier should provide a detailed work plan and quotation for the delivery of the following outputs / deliverables:

- Briefing notes or other communication materials communicating key NCCAP and CCD messages to the private sector. The Supplier should indicate:
 - a) Which key sectors or issues will be targeted;
 - b) A detailed description of the type of printing planned for the materials, as well as printing costs;
 - c) A dissemination plan.
 - A series of communication events (e.g. business breakfasts, but other suggestions will also be considered), targeting either a specific industry sector or the KEPSA membership more generally. In addition, the Supplier should indicate how the messages will be disseminated to the business community outside of KEPSA. The Supplier's response should include details of its strategy and the cost of delivering the events (incl. catering and other expenses). Please note that KEPSA's premises are available to host meetings of up to 40 people free of charge for this project.
 - An assessment of the needs (together with recommendations) on the tools, frameworks or planning instruments that private sector organisations need to help them assess climate change impacts on their businesses and identify appropriate responses. The assessment must take stock of existing tools / frameworks / instruments that could be used. When recommending the development of new tools / instruments, the longevity of such instruments should be considered.
 - A strategy to identify and engage with Kenyan businesses that have conducted climate change assessments, and to communicate their experiences with other private sector organisations and the Government of Kenya. The engagement should also draw out private sector experiences of barriers (including policy / regulatory barriers) that prevent them from taking appropriate adaptive and/or mitigating steps in response to climate change.
 - A "story of change" for the CDKN website.
3. **Platform for private sector engagement with Government on CCD:** The project will help to strengthen KEPSA's Climate Change Sector as a platform for private sector engagement with Government on CCD issues. The Supplier should provide a proposal for the following:
- Working with the KEPSA Climate Change Sector, a workplan and budget must be developed for the Sector. The workplan will formalise – in agreement with KEPSA – its priorities for engagement with Government on CCD issues, in particular regarding policy / regulatory barriers that prevent the private sector from climate proofing their businesses.
 - Opportunities should be identified to link the workplan to Kenyan business funds or donor initiatives for funding. Links and opportunities for collaboration with Kenyan funds, for example the Business Advocacy Fund, should be identified.
 - The Platform should facilitate the sharing of information and private sector experiences around the development of Nationally Appropriate Mitigation Actions (NAMAs) for Kenya.

Timeframe

It is envisaged that this project will run for four months, from January 2013 to April 2013. We are looking for Suppliers to commence work as soon as possible.

Budget and payment

All proposals will be evaluated on the basis of value for money and quality criteria as per the weightings in section 3 of this document. Proposals are expected within the range of £60, 000 - £75,000. Please provide a detailed breakdown of all costs per project deliverable.

Please note: At least 5% of the budget must be allocated to monitoring and evaluation of project impacts. The Supplier must ensure that it allocates sufficient human and financial resources to respond to CDKN's monitoring & evaluation requirements.

2.3 Project Outputs

Specific outputs (deliverables) are listed below. Suppliers should, as part of their proposal, provide a work plan outlining activities and expected deliverables. The dates below are indicative of the **latest** delivery dates. The bidder is expected to propose suitable dates for the delivery of each milestone, including draft documents, in accordance with their expected duration of the project.

Expected Deliverables	Estimated due date
CDKN Objectives Form (template to be provided)	2 weeks after project inception
Project work plan, including output delivery plan as agreed with CDKN. This is the output of the inception stage and should clarify the scope of the project, agreed working practices, activity work plan, and a proposed plan for monitoring and evaluating the project	2 weeks after project inception
Communications products developed	End of week 6
Interim report	End of month 2
KEPSA Climate Change Sector workplan and budget completed	End of month 3
Toolkit developed	End of month 3
Communications events completed	End of month 4
"Story of change" for the CDKN website	As requested
Final project report	At project completion
CDKN supplier evaluation form	2 weeks after project completion

2.4 Project Governance, Monitoring and Reporting

The day to day management of the project will be undertaken by the Supplier. The Supplier will be accountable to CDKN for the management of the project. Please note that the Supplier will be required to work in close cooperation with CDKN's Country Engagement team in Kenya, which will provide strategic direction on the project.

The first draft of written deliverables (eg. briefing notes) will be submitted to CDKN for comment, following which the Supplier will address comments to the extent possible. Deliverables will be considered final upon approval by CDKN.

The Supplier will provide CDKN with brief monthly progress reports (using a CDKN template) and may be supplemented by a monthly call, as needed. CDKN may also request ad hoc calls to discuss any issues that may arise.

A final project report from the Supplier should be prepared according to CDKN's formats and guidelines.

A monitoring and evaluation framework will be developed at the onset of the project in conjunction with CDKN.

3. Proposal requirements and evaluation

3.1 Proposal contents

Suppliers should include the following in their proposals:

1. Solution Statement

The solution statement must explain how the Supplier intends to meet the project objectives and deliver the specified activities. It must also include a detailed work plan with milestones for deliverables and a project budget. CVs should be included separately in an appendix and should be no longer than **2 A4 sides each**.

The following areas should be covered within this document:

- Background
 - ✓ Name and contact details of organisation, including key contact person(s)
 - ✓ Overview of the mandate, services provided and key focus areas of the organisation and how this positions the organisation to manage this project successfully
- Approach
 - ✓ An overview of your vision of how to meet the project objectives and specific deliverables.
 - ✓ A detailed work plan including timescales for the implementation of activities, proposed delivery dates for outputs and any other key milestones.
 - ✓ Details of how the project will be managed and how you propose to meet CDKN's reporting and monitoring requirements.
- Quality assurance
 - ✓ Details of how you will ensure quality of deliverables throughout the project.
- Proposed Personnel/Project staffing
 - ✓ Please provide a breakdown of the personnel who will be conducting the work, including both in-house and externally contracted personnel.
 - ✓ For each individual, please provide details of their roles and responsibilities for this project and indicative number of days, along with brief description of previous experience in this area.
 - ✓ Please submit detailed CVs along with this document in an appendix. CVs should be no longer than **2 A4 sides**.

If the Supplier is proposing an approach that has elements which are at variance to the requirements of the Terms of Reference, or deliver the solution in what might be perceived as a non-standard way, they must explain the additional benefits and value that will be gained by CDKN for adopting this approach.

2. Risk Proposal

Suppliers should produce a separate statement of the risks, assumptions, issues and challenges that you believe this project could face during development, implementation and on-going management, along with the recommended mitigating actions.

This statement must be no longer than **2 A4 sides**.

3. Commercial Proposal

Suppliers must provide a detailed commercial proposal in GBP, inclusive of VAT and all other applicable taxes. The commercial proposal will be evaluated on the extent to which it demonstrates value for money. Please note that the total budget for this project is exclusive of VAT.

- ✓ The budget should be structured in line with delivering the Supplier's work plan and include a breakdown of all component costs, including third party costs.
- ✓ Fees should be broken down by individual, day rate and activity.
- ✓ Expenses should be estimated separately - logistics, travel, printing, venue hire etc. Suppliers must ensure they refer to the CDKN Expenses Policy which is provided with this ITT.
- ✓ Overhead expenses can be included in the total cost of the project but should be incorporated into fee rates for staff members.
- ✓ Suppliers should ensure that they state any assumptions that have been built into the costing provided.
- ✓ Suppliers should briefly summarise how their proposal represents value for money.

4. Legal and Contractual Compliance

CDKN is an alliance of six organisations, led by PricewaterhouseCoopers LLP (PwC). Your contract will therefore be with PwC.

Terms and conditions of the contract have been attached to this ITT for reference. CDKN does not anticipate making changes to our terms and conditions, many of which are a direct flow down from our own contract with DFID and are non-negotiable.

3.2 Proposal Evaluation

Proposals will be evaluated against the following weightings:

Solution Statement – 65%

Risk proposal – 10%

Commercial proposal – 25%

4. Tendering process

4.1 Timeframe

The Bidder is requested to submit a proposal electronically to the cdknetwork.procurement@uk.pwc.com detailing how they would deliver the programme of work as set out in this document.

The deadline for this submission is 17.00 UK time on 17.00 UK time on 14 January 2013.

The deadline for submission of questions is 17.00 UK time on 17.00 UK time on 4 January 2013

Please note any clarification questions from the bidder to PwC should be sent to cdknetwork.procurement@uk.pwc.com. Please see section 4.2 for more information on questions submission.

4.2 Instructions to Bidder

1. Responses to this ITT must be clearly marked: "TAAF-0040 Communicating climate compatible development with the private sector".
2. Where the Bidder relies on the capacities of other entities (e.g. proposed sub-contractors and/or consortium partners), they must make this clear in their tender response where this is the case and explain their role.
3. All responses should demonstrate openness, transparency, attention to detail and the ability to work in the spirit of collaborative working.
4. If the Bidder fails to provide the required information or fails to supply documentation referred to in their responses, PwC may make further requests to the Bidder for the required information. If this is not supplied in the given time, or is unsatisfactory, PwC may treat the response as a non-compliant response and it will therefore score zero and this will be taken into account during the evaluation process.
5. PwC expressly reserves the right to require the Bidder to provide additional information supplementing or clarifying any of the information provided.
6. Where a length of response is stipulated, that response length relates to the number of A4 Pages or word count. Only the information within the set limit will be evaluated. Additional information will not be evaluated and therefore should not be supplied. Text based information must be answered in English and be in minimum 11 point, Arial font, A4 paper. Text in diagrams must not be any smaller than 8 point font and must also be in Arial font.
7. Under no circumstances should the Bidder provide general marketing and sales brochures or other materials.

8. The deadline for submission of questions is **17.00 UK time on 4 January 2013**. The email must clearly state in the subject matter of the email "TAAF-0040 Communicating climate compatible development with the private sector".
9. PwC will respond to all reasonable requests for clarification as soon as reasonably possible. All queries and responses will be dealt with by e-mail only. PwC reserves the right to issue the response to all Bidders.
10. If a Bidder wishes PwC to treat a request as confidential and not issue the response to all Bidders, it must state so at the time of request for clarification, stating the reasons for the desired confidentiality.
11. If, in the opinion of PwC, the content of a request is not considered to be confidential, PwC will inform the Bidder and it will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within the timeframe specified by PwC, the response will be issued to all Bidders.
12. PwC may itself issue clarification requests to the Bidder. The Bidder is asked to provide a single point of contact (including telephone and e-mail details) in their organisation for the receipt of such requests.
13. PwC will expect the Bidder to provide a prompt response to all clarifications issued.

4.3 Contact Information

CDKN Procurement
7 More London Riverside, London, SE1 2RT
Email: cdknetwork.procurement@uk.pwc.com

4.4 Conditions of Procurement

Consortium bid

If a bid is submitted by a consortium, PwC will require any agreement(s) to be entered into by a lead single entity on behalf of the consortium. In addition, other consortium members may be required to enter into direct agreements with PwC in connection with their subcontracts and PwC will require a right of approval over subcontracts.

Change in circumstance

Bidder must inform PwC in writing of any change in control, composition or membership of a Bidder or its consortium members and of any other material change to the Bidder's response to the Selection Document, if any, which has taken place subsequent to their expression of interest. PwC reserves the right to disqualify any Bidder subject to such changes from any further participation in the procurement process.

Tender validity

All Responses must remain valid without change or qualification following the response submission for a period of 90 days.

Bidder costs

PwC shall not, under any circumstances, be liable for any costs incurred by the Bidder in relation to their participation in this procurement process or otherwise.

Copyright

The copyright in this documentation and its related materials belongs to PwC. The Bidder should not reproduce any of the documentation or materials in any form (including photocopying or storing by electronic means) without the permission of PwC, other than the purposes of preparing their Response and/or responding to this tender.

Law

The Laws of England and Wales shall apply to this Procurement and in connection with any proceedings arising there from. Likewise, the English courts shall have exclusive jurisdiction in respect of any disputes arising out of or in relation to the Procurement.

Publicity

This ITT Response Document is only to be used in connection with the preparation and submission of Responses by Bidder in relation to this procurement. No publicity regarding the Project or the award of any contract will be permitted unless and until PwC have given express written consent to the relevant communication. For example, no statements may be made to the media or other similar organisations regarding the nature of any Response, its contents or any proposals relating thereto without the prior written consent of PwC.

Conflict of interest

Bidder is instructed to ensure that their potential appointment as the service provider to PwC for the project has not and will not create any conflict of interest or any situation that might compromise or prejudice PwC's duty to manage an open, fair, non-discriminatory and competitive procurement process. In the event of a conflict (or potential conflict) arising at any time during the Procurement, the affected Bidder shall be responsible for reporting the occurrence of potential or actual conflict and the means for resolving it to PwC forthwith. In the absence of any compelling reason acceptable to PwC, the assumption will be that the conflicted party shall have no further involvement in the Procurement.

Discontinuance or Suspension

PwC may elect to discontinue or suspend the Procurement at any time without accepting any response or entering into an agreement with the Preferred Supplier. PwC may discontinue or suspend without responsibility or liability to any Bidder including (without limitation) any liability for any costs or expenditure incurred by, or inconvenience caused to, any Bidder.

Should PwC decide to suspend the Procurement, PwC will issue instructions to the Bidder regarding the suspected duration of the suspension and any other relevant information.

Revisions to the ITT and Associated Documentation

PwC reserves the right to make revisions to the ITT and any associated documents at any time. No additional time in relation to submission deadlines will be granted following notification of any such revision unless the Bidder is expressly notified of any extension by PwC.

PwC may issue updates to the Bidder at any time containing details of any revisions to this ITT Response Document, together with any further information which may assist the Bidder in the preparation of their Responses. It is the Bidder's sole responsibility to ensure that they have understood PwC's requirements and all instructions and information issued under this ITT.

For the avoidance of doubt, PwC reserves the right to:

- Waive the requirements of this ITT and the Terms of Reference;
- Disqualify bids that do not comply with the instructions in this ITT Response Document, or does not submit a compliant Response in accordance with the instructions relevant to that Response;
- Withdraw this ITT at any time or to re-invite Responses on the same or any alternative basis;
- Not to award any contract as a result of the current procurement process; and
- To make whatever changes it sees fit to the timetable, structure or content of the procurement process, dependent on approvals processes or for any other reason.

Annex A - DECLARATION

The bidder must complete this Declaration and include it with the proposal. Failure to include this declaration may result in the bid being disqualified.

To: Chief Executive, CDKN

Date:

- 1 I have completed and enclosed all information required in the Selection Document in the format and order required.
- 2 I declare that this is a bona fide response to your Invitation to Tender for the CDKN project TAAF-0040 - .Kenya – Communicating climate compatible development with the private sector
- 3 I declare that the organisation will comply with the CDKN terms and conditions of contract and the CDKN Expenses Policy
- 4 I declare that the organisation is not aware of any connection with a member of the PricewaterhouseCoopers LLP or CDKN staff which could affect the outcome of this procurement process.

Signed:

Date:

Name:

In the capacity of:

Duly authorised to sign on behalf of:

Name of organisation:

Contact Telephone Number (incl country dialling code)

www.cdkn.org

This document is an output from a project funded by the UK Department for International Development (DFID) for the benefit of developing countries. However, the views expressed and information contained in it are not necessarily those of or endorsed by DFID, which can accept no responsibility for such views or information or for any reliance placed on them. This publication has been prepared for general guidance on matters of interest only, and does not constitute professional advice. You should not act upon the information contained in this publication without obtaining specific professional advice. No representation or warranty (express or implied) is given as to the accuracy or completeness of the information contained in this publication, and, to the extent permitted by law, the Climate and Development Knowledge Network's members, the UK Department for International Development ('DFID'), their advisors and the authors and distributors of this publication do not accept or assume any liability, responsibility or duty of care for any consequences of you or anyone else acting, or refraining to act, in reliance on the information contained in this publication or for any decision based on it.

Copyright © 2012, Climate and Development Knowledge Network. All rights reserved.