



**KENYA TOURISM BOARD (KTB)**

**TENDER DOCUMENT**

**FOR**

**THE PROVISION OF DESTINATION MARKETING AGENCY  
SERVICES**

**TENDER NO. KTB/RFP/012/2016-2017**

**CLOSING DATE: TUESDAY – 27<sup>TH</sup> JUNE, 2017 AT 12.00 NOON  
(KENYA TIME)**

**Kenya Tourism Board**

P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000

**Website:** [www.magicalkenya.com](http://www.magicalkenya.com)

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## **SECTION I - LETTER OF INVITATION**

Date: Tuesday 6<sup>th</sup> June, 2017

Dear Sir/Madam,

### **NOTICE OF OPEN INTERNATIONAL TENDER**

#### **TENDER REF.: PROVISION OF DESTINATION MARKETING AGENCY SERVICES TENDER NO. RFP/KTB/RFP/012/2016-2017**

Kenya Tourism Board (KTB) is a body corporate established as a State Corporation under the Tourism Act of 2011 and is charged with the statutory mandate of promoting and marketing Kenya as a preferred tourist destination locally, regionally and internationally.

The Kenya Tourism Board (KTB) is looking for destination marketing agencies that will work closely with them in the implementation of the Kenyan Marketing Strategy 2017-2020, with the trade, in its priority markets.

The detailed scope of service and TORs are provided in the bid document.

A complete set of tender documents in English may be obtained by interested candidates from the procurement office, during working hours, i.e. Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. – 5.00 p.m. W.e.f **6<sup>th</sup> June, 2017** upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7<sup>th</sup> floor either in cash or Bankers Cheque.

Eligible bidders can also view/obtain/download the above Tender document from our destination website [www.magicalkenya.com/tenders](http://www.magicalkenya.com/tenders) , [www.ktb.go.ke/tenders](http://www.ktb.go.ke/tenders) , IFMIS website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) **free of charge.**

For those who physically pick the tender document from procurement office must attach evidence of payment to the technical proposal

Submit original and copy of the **TECHNICAL PROPOSAL** in sealed envelopes indicating the Tender Number and clearly marked **TECHNICAL PROPOSAL** and the original and copies of **FINANCIAL PROPOSAL** clearly marked **FINANCIAL PROPOSAL** and a warning **DO NOT OPEN WITH THE TECHNICAL PROPOSAL**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall clearly be marked **DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE** and addressed to:

**CHIEF EXECUTIVE OFFICER  
KENYA TOURISM BOARD  
P.O. BOX 30630-00100  
NAIROBI  
TEL:+254202711262**

Proposals received on email or fax will not be accepted.

The Proposal documents shall be received **on or before 27<sup>th</sup> June, 2017 at 12.00 noon** and deposited in the tender box located on 7<sup>th</sup> Floor Kenya Re Towers, off Ragati Road.

Opening of the tenders will take place immediately thereafter in the Boardroom on 8<sup>th</sup> Floor in the presence of bidders who wish to attend.

All bids must be accompanied by a **bid security of USD 2,500.00**.

**CHIEF EXECUTIVE OFFICER**

**SECTION II - INFORMATION TO CONSULTANTS**

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## SECTION II - INFORMATION TO CONSULTANTS

### 2.1 Introduction

The Kenya Tourism Board (KTB) through an open international tender invites eligible Global destination marketing agencies that will work closely with them in the implementation of the Kenyan Marketing Strategy 2017-2020, with the trade, in its priority markets herein listed.

- 2.1.1 The bidding Marketing agencies are invited to submit a Technical Proposal and a Financial Proposal for the provision of destination marketing agency services as specified in the terms of reference (TORs). **The highest ranked firm on the combined technical and financial scores on the proposals** shall be invited to negotiate a contract. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected media house.
- 2.1.2 The bidding marketing agencies must familiarize themselves with KTB's requirements before preparing their tenders. To obtain first-hand information on the services required, tenderers are encouraged to liaise with KTB regarding any information that they may require before submitting a proposal.
- 2.1.3 The cost of preparing the proposal and negotiating the contract including any visit to KTB's premises are not reimbursable as a direct cost of the assignment. KTB is not bound to accept any of the proposals submitted.
- 2.1.4 KTB's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

### 2.2 Clarification and amendment to the RFP documents

- 2.2.1 The bidder may request a clarification not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) KTB will respond by post, fax or email 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 bidders invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, KTB may for any reason, either at its own initiative or in response to a clarification requested by an intended bidder amend the RFP. Any amendment shall be issued in writing to all invited bidders and will be binding on them.

KTB may at its discretion extend the deadline for the submission of the proposals.

- 2.2.3 KTB shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **2.3 Preparation of proposals**

- 2.3.1 **The bidder's proposal shall be written in English language.**

- 2.3.2 **All pages of each proposal submitted shall be serialized and well bound**

- 2.3.3 In preparing the Technical Proposal, the bidders are expected to examine the documents consisting of the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

- 2.3.4 While preparing the Technical Proposal, the bidder must give particular attention to the following:

- (a) Strategic planning and project management
- (b) Market intelligence
- (c) Outline Business development
- (d) Highlight Industry relations
- (e) Provide strategic alliances
- (f) Educational programs

- 2.3.5 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. Five signed references by clients current or past clients.*
- (ii) *Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by KTB.*
- (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) *Form of tender*
- (vii) ***Attach a certified copy of registration certificate as evidence of registration of your business (Mandatory requirement)***
- (viii) *Attach evidence of payment of tender fees of Kshs. 1,000.00 to the technical proposal if physically collected from procurement office*
- (ix) ***Attach evidence of payment of bid bond/tender security of USD 2,500.00 to the technical proposal (Mandatory requirement)***
- (x) *Duly filled & signed confidential business questionnaire*

2.3.6 The Technical Proposal shall be separate from the Financial Proposal and shall not include any financial information.

2.3.7 **The tender security of USD 2,500.00 (or evidence of payment) shall be enclosed in the technical proposal envelope.,**

## **2.4 Financial proposal**

2.4.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP document (**Bidders must specify their monthly retainer fees**).All costs associated with the assignment must also be listed.

2.4.1 The quoted price shall be inclusive of all applicable taxes in Kenya. This will include withholding tax; Value added tax (VAT) and any other applicable taxes as may be gazetted from time to time. Accordingly,:

- The applicable withholding tax will be deducted from the invoiced amount and remitted directly to the Kenya Revenue Authority (KRA). Generally, the withholding tax will be 20% if the agency has



no local representative invoicing KTB or 5% if they have a local representative (resident company) invoicing KTB.

- For the VAT, the bid price shall be inclusive of 16% VAT payable to KRA.
- If the company has a local representative, KTB will withhold 6% of the 16% as provided for under the VAT Act.

2.4.1 The Bidders shall express the price of their services in a freely convertible currency such as USD, EURO or GBP

2.4.2 The Financial Proposal must remain valid for 120 days after the submission date. During this period the bidder is expected to keep available at his own cost any staff proposed for the assignment. KTB will make best efforts to complete negotiations within this period. If KTB wishes to extend the validity period of the proposals, the agency that does not agree, have the right not to extend the validity of their proposals.

## **2.5 Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the bidder.

2.5.2 For each proposal the bidder shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 copy of the technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and copy of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear KTB's address and clearly marked "DO NOT OPEN before **Tuesday 27<sup>th</sup> June, 2017 at 12.00 Noon.**

2.5.4 The completed Technical and Financial proposals must be physically delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to bidders. Proposals must be inserted in the Tender Box on 7<sup>th</sup> Floor, and if they can not fit, the deliverer must ensure the KTB staff accepting delivery signs for it, and is informed that those are Tender documents. Documents sent on email will not be accepted. Any proposals received later than the closing date for submission of proposals shall be rejected

and returned to the bidder unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the bidder submitting the proposals.

- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the bidder's number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of KTB up to the time set for opening them.

## **2.6 Opening of Tenders**

- 1.6.1 KTB will open all tenders in the presence of tenderers' representatives who choose to attend, **at 12.00 noon on Tuesday 27<sup>th</sup> June, 2017** and in the location specified in the appendix.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

Tenders will only be opened to those who meet the requirements for eligibility

- 1.6.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as KTB, at its discretion, may consider appropriate, will be announced at the opening.
- 1.6.3 KTB will prepare minutes of the tender opening.

## **2.7 Evaluation of the Proposal (General)**

- 2.7.1 From the time the proposals are opened to the time of the contract award, if any bidder wishes to contact KTB on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated. Any effort by a bidder to influence KTB's staff in the evaluation of proposals or awards of contract may result in the rejection of the bidder's proposal.
- 2.7.2 The tender will proceed in three stages i.e. preliminary/mandatory, technical and financial.
- 2.7.3 The evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.8 Evaluation of Technical Proposals**

2.8.2 The evaluation committee appointed by KTB to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the Terms of Reference (TOR) based on the following points criteria:

## EVALUATION CRITERIA

The bids submitted shall be subjected to a three-stage evaluation process as shown below:

- a) Preliminary/Mandatory evaluation
- b) Technical evaluation
- c) Financial evaluation

### a) Preliminary/Mandatory Evaluation

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below:-

NO.	ITEM DESCRIPTION	YES	NO
1.	Copy of Certificate of Registration		
2.	Valid tender security of <b>USD 2,500.00</b> in form of a bank guarantee from a reputable bank.		
3.	Agency profile		
4.	Agencies financial statements for the last two years		
5.	Current Client List and three signed reference letters from clients of similar standing as KTB i.e destination marketing bodies		
6.	Executive summary		

**Failure to submit any of the documents/information listed above will lead to automatic disqualification.**

### b) Technical Evaluation

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 80%. The pass mark will be **60 out of 80**. The firms shall be evaluated on a scoring matrix as shown below:-

NO.	CRITERIA	MAXIMUM SCORE
1.	<b>Overall experience of the Respondent:</b> – Number of years in business and turnover of the firm.	6

- Current active client list including the number of years of engagement, description of activities and budget.
- Provide five relevant references with the following information: reference name, title, organization, telephone, email and nature of relationship for five current or former clients from the last 3 years with whom you have worked encompassing at least five of the tasks detailed in the Scope of Services.
- Client relationships that could potentially be a conflict of interest must be listed with a discussion of how the Respondent will resolve the potential conflict of interest.

**Qualifications of the managerial and assigned staff:**

Academic background and professional experience of each member of the team, indicating the years of experience, accounts handled, duration and responsibilities.

4

6

- **Relationship and involvement with relevant industry partners:** Description of the industry relationship network and the level of cooperation with key partners (travel associations, MICE partners, tour operators, airlines, institutional tourism partners, etc). List 2-3 examples of cooperative work on trade activities such as co-op marketing, events, training, public relations, advertising, etc.

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- **Experience with similar destinations to Kenya** during the last 5 years: Name of the client, contact, telephone, scope of work, objectives and achievements, duration of the contact, budget managed. It will be valued if they have handled destinations suffering from security issues, and/or have developed and implemented successful recovery strategy plans.

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- **Knowledge of Kenya as a destination:** References of the team and/or the firm with Kenya (tourism and non-tourism) in the last 10 years.

2.	<p><b>Scope of work (up to 40 points)</b></p> <ul style="list-style-type: none"> <li>• Research capabilities: Provide proof of existing databases, market information, staff with experience in research and any other capabilities. Driven by market research: ability to provide in-market research to identify market-relevant insights and how your firm will lead Kenya in building market research-based strategies.</li> <li>• Project management capabilities: Provide proof of management of large and complex accounts. Especially valued if it is for similar destinations to Kenya.</li> <li>• Planning, execution and reporting processes: Clarity of the processes proposed by the firm in the technical proposal.</li> <li>• Strategic trade relations management: Description of your engagement and collaboration with the travel trade on the recommended activities and how your firm will help KTB strengthen existing and create new alliances with key industry players.</li> <li>• Proven ability to deliver sales results: Provide 5 examples of how your services have resulted in increased sales for your clients in the tourism sector.</li> <li>• Ability to be innovative: Provide top 3 out of the box ideas, innovative campaigns/actions /activities and how they had a positive impact in the results for your clients.</li> </ul>	<p>10</p> <p>10</p> <p>5</p> <p>14</p>
	<b>TOTAL</b>	<b>80</b>

## 2.9 Opening and Evaluation of Financial Proposals

2.9.1 After completion of the evaluation of Technical proposals KTB shall notify the bidders whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, KTB shall

simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by KTB for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.9.2 The financial proposals shall be opened by KTB in the presence of the bidders who choose to attend the opening. The name of the bidder, the technical score and the proposed monthly retainer fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.9.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **20%**

2.9.4 The bidders proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be awarded the tender and invited for negotiations.

2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

- 2.9.6 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.9.7 Price variation requests shall be processed by the Kenya Tourism Board within 30 days of receiving the request.

## **2.10 Negotiations**

- 2.10.5 Negotiations will be held via video conference. The purpose of the negotiations is for KTB and the bidder to reach agreements on all points regarding the assignment and sign a contract.
- 2.10.6 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.10.7 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, KTB expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, KTB will require assurance that the experts will be actually available. KTB 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.
- 2.10.8 KTB will conduct due diligence on the successful bidders before contract signing.
- 2.10.9 The negotiations will be concluded with a review of the draft form of the contract. To complete the negotiations KTB and selected firm will initial the agreed contract. If negotiations fail, KTB will invite the bidder whose proposal achieved the second highest score to negotiate a contract.

## **2.11 Award of Contract**

- 2.11.5 The contract will be awarded after negotiations. After negotiations are completed KTB will promptly notify the other bidder that they were unsuccessful and return the financial proposals of the bidders who did not pass technical evaluation.
- 2.11.6 The selected bidder is expected to commence the assignment on the date and at the location as specified by KTB.

2.11.4 A person who enters into a contract resulting from procurement by a request for proposal shall not enter into any other subsequent contract for the procurement of goods, services or works related to that original contract.

## **2.12 Confidentiality**

2.12.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the bidders who submitted the proposal or to other persons not officially concerned with the process, until the winning bidder has been notified that he/she has been awarded the contract.

## **3.0 Performance Bond**

The selected firm shall within fourteen (14) days after issuance of the letter of notification shall furnish Kenya Tourism Board with a Performance Bond that will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **10 % of the contract value**.

The proceeds of the Performance Bond shall be payable to Kenya Tourism Board as compensation for any delay or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Board.

The Performance Bond will be discharged by Kenya Tourism Board and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.



## APPENDIX

### Appendix to information to consultants

- 2.1 The name of KTB is: **Kenya Tourism Board**
- 2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**
- 2.5.2 Consultant must submit an original and **ONE** additional copy of each proposal.
- 2.5.4 The proposal submission address is:

**CHIEF EXECUTIVE OFFICER  
KENYA TOURISM BOARD  
P.O. BOX 30630-00100  
NAIROBI**

[TEL: 254-20-2711262](tel:254-20-2711262)

FAX: 254-20-2719925

[www.magicalkenya.com](http://www.magicalkenya.com)

Information on the outer envelope should also include: **TENDER NUMBER, TITLE AND A WARNING THAT IT SHOULD NOT BE OPENED BEFORE THE TENDER CLOSING DATE**

- 2.5.4 Proposals must be submitted no later than the following date and time:  
**Tuesday 27<sup>th</sup> June, 2017 at 12.00 noon**
- 2.6.1 The address to send information to KTB is **as per the tender notice**
- 2.9.3 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

T= \_\_\_\_\_ 80% \_\_\_\_\_ (0.80 to 0.90)

F= \_\_\_\_\_ 20% \_\_\_\_\_ (0.10 to 0.20)

## SECTION III - TERMS OF REFERENCE

### Introduction

The Kenya Tourism Board (KTB) is looking for a marketing agency that will work closely with them in the implementation of the Kenyan Marketing Strategy 2017-2020, with the trade, in its priority markets.

Kenya is a destination very well known for its safari holidays among international trade operating in Africa. But Kenya is much more than just safari, and the vision 2030 of the Marketing Strategy states so very clearly:

*"To be a preferred long-haul destination in Africa for high spending tourists, offering a diversity of authentic experiences by friendly people, in a preserved environment with a year-round mild climate."*

The Strategy states Business/MICE product and the following as priority leisure products to grow:

- i. Nature & Wildlife (Safari and other niches such as bird watching, photography, etc.)
- ii. Adventure (trekking, climbing, biking, etc.)
- iii. Sun & Sea
- iv. Culture & Heritage
- v. Sports (especially Athletics)
- vi. Special Celebrations (honeymoons, multi-generational trips, etc.).

The Marketing Strategy identifies several initiatives to foster product development, which will hopefully improve the value offered by the destination. The organisation of KTB is also going to change to adapt to the implementation needs of the Marketing Strategy.

On the other hand, the Marketing Strategy also establishes priorities in the source markets and budget has been assigned accordingly. The following is the list of markets and their priority:

#### List of markets and their priority

Priority A	Priority B	Priority C
USA + Canada	Germany + Switzerland	France
United Kingdom	Italy	Sweden+Norway+Denmark
China	GCC	Netherlands + Belgium
India		Australia

KTB requires representation in priority A and B markets but the scope of work required in the B markets diminishes, as the budget reduces considerably. Priority C will be handled on project basis.

The Respondent can present proposal to act as representative in more than one market, if it complies with the requirements of the ToR for each of the markets.

KTB requires a strong collaborator in source markets to:

1. Establish relationships of preference with the international trade, implementing a network of operators and travel agents specialised in Kenya, selling a wide variety of products across the destination, lessening the focus only on safari enhancing the diverse product offering.
2. Improve the positioning of Kenya in the offering of the trade: Increase the presence of Kenyan product in specific niches of nature, adventure, sports and culture, special occasions, and of course, coastal experiences.
3. Increase the sales of Kenya in shoulder and low season, both in safari and in other products.
4. Educate the trade in the diversity of experiences that Kenya can provide and in its differentiators, in nature & wildlife and as a holistic destination, to drive preference and consideration towards Kenya over competitor countries.
5. Manage their perceptions about Kenya and any negative and adverse perceptions associated with the destination such as insecurity, unsafe destination, crowded, low value for money, etc. the associations to unsafe destination, crowded, low value for money, etc.
6. Stimulate them to work together with KTB in co-marketing actions to influence consumers perception, behaviour and drive sales.
7. Identify opportunities in existing and new segments to consistently grow the preference for destination.

The selected firm will have to coordinate with the PR agency operating in the country, and whenever possible and necessary, involve the Kenyan embassy to demonstrate the importance of tourism to the country.

### **Scope of Work**

Agencies are invited to submit proposals for the provision of sales and trade marketing services for KTB as specified in this document.

KTB reserves the right to perform, manage and/or administer any function referenced within the Scope of Work with KTB staff at any time during the resultant contract period. This may alter the amount of overall funds and projects administered by the selected Respondent and will be determined on a year-to-year basis.

All services provided under the resultant contract shall be performed in conformance with generally accepted industry standards that are usual and customary between a client and an agency in such relationships. No work shall be undertaken and no expenditure made for reimbursement hereunder unless the concept and program have been approved in writing by KTB. Such approval may only be given by KTB CEO or their designee.

The sales and trade marketing services include:

## **1. Strategic planning and project management**

### **Annual Market Development Plan**

Considering Kenya Tourism Marketing Strategy 2017-2020 and other key strategic reports provided by KTB, the selected Respondent will create a strategy and action plan for the year ahead. The strategy & plan will include the main B2B goals for the specific market, current situation, most important challenges and opportunities to reach the goals. It will then define:

- i. The strategy directions to address challenges and opportunities,
- ii. Strategic objectives, KPIs / targets,
- iii. Suggested activities to be implemented to reach the target within the timeline.

This Plan will be discussed and approved by the KTB before implementation within the territory.

The selected Respondent must collaborate with KTB to provide roadmaps before the implementation of each individual project or activity, outlining the goal(s), objectives, audience, strategies, budget, measure and target to evaluate the success of the activity or project.

The selected Respondent must demonstrate the ability to strategically plan, integrate, manage and execute an assortment of marketing projects as well as manage subcontractors, when necessary.

This service will apply to all markets A,B and C

## **2. Market Intelligence**

Research will be utilized fully to make fact-based sales, marketing and operational decisions.

### **Annual market analysis**

This annual top-line report aims at providing an assessment of the market along the year providing both, qualitative and quantitative data to stay current with partners' needs, competition and industry trends. It will specifically include:

- i. Performance in number of arrivals and spending compared to the former year
- ii. Travel industry trends affecting the market, risks and opportunities associated
- iii. Recommendations on product development within the different market segments (i.e. nature & wildlife, sun & beach, sports, adventure, culture & heritage, etc.) Kenya is currently competing based on tour operators' input along the year.
- iv. Evaluation of the trade micro-site (important sales tool for the travel industry) and recommendations for changes and additional information
- v. Actions performed by competitors that should be considered for the year ahead

The selected Respondent shall gather the above information by conducting online surveys and personal interviews with different trade stakeholders, as well as analyzing market data from available sources. If specific research by an outside firm is required, this need will have to be identified in the Market Strategy & Action Plan, and approved by KTB.

Additionally, and as part of the monthly reporting, the selected Respondent will provide a summary of opportunities / threats identified, competitors activities and any other relevant comments on the market that may have an impact on the Plan.

### **3. Business development**

The Respondent will classify trade collaborators in A, and B priority markets, establishing a differentiated customer relationship strategy for each group. A clear strategy of how each Business development strategy will lead towards consumer call to action in order to create demand and drive sales.

### **Sales calls and sales missions plan**

Conduct sales calls and sales missions to top travel trade with the objective of growing business opportunities for relevant segments. The selected Respondent will also identify and initiate relationship with prospects especially in those segments Kenya is less competitive.

### **Events/Road shows and/or workshops across the Territory**

Organization of trade events including missions, conventions and destination profiling events. These could also be in collaboration with tourism and non-tourism partners for premium brand alliance. Creation of road shows promoting specific themes to target groups within the Territory.

### **Selected sales-focused trade shows**

KTB is concentrating its presence at trade events to a few carefully selected flagship trade fairs where KTB can be positioned internationally to professionals from the tourism industry and prospective customers. **In Priority B markets, the assistance to Trade Fairs will have to be very well justified, with clear sales objectives.**

## **4. Industry relations**

### **Regular support to partners**

Network and nurture alliances with partners and collaborators by a) providing them with up to date information and content on Kenya and b) facilitating their requirements meetings both in person and/or remotely using current online presentation applications.

Engagement with trade associations within the territory should only be driven by leveraging on the associations platforms to enhance Kenya's presence and preference.

### **Customer relationship management system**

Manage and maintain a current ABC list of partners and collaborators (travel agencies, special interest tour operators, mainstream tour operators, air carriers, etc.). Track all trade-related communication and measure the success of all outreach efforts.

## **5. Strategic alliances**

The main objective of strategic alliances is to multiply, minimum by 2-3 the budget assigned to this purpose. The selected Respondent will have this budget differentiated from the rest and will have a multiplier objective.

This service will apply to all markets and the respondent is free to provide a strategy incorporating partners within their territory and/or global.

## 6. Cooperative marketing

Identify and facilitate industry opportunities and partnerships beyond the travel category leveraging the Kenya brand. The selected Respondent will propose partnership contracts, negotiation and seek final approval by KTB.

In the case of Priority B markets, cooperative marketing opportunities will have to be very selective, given the available budget.

- Develop and maintain relationships with airlines and airports to support route development.
- Develop industry-driven content that promotes the value of a KTB Partnership.

## **7. Educational program**

### **Exclusive industry trainings and presentations**

These educational activities can be carried out through online platforms or face-to-face workshops depending on the market characteristics and the budget available.

### **Organization of dedicated trade fam trips with selected parties towards specific objectives as listed out in the strategy and marketing plan.**

Coordinate international trade fam trips with a focus and prioritization of segments with greatest growth potential for Kenya.

## **8. Coordination**

### **Coordination scheme with KTB**

The Respondent will suggest a coordination scheme with KTB Head Office (Market Development Director and Regional Manager) for internal communication processes, activities' follow-up the evaluation processes and feedback mechanisms.

### **Coordination scheme with KTB Strategic Partners**

It is also expected to showcase how the Respondent is planning to communicate and coordinate efforts with KTB's strategic partners such as the Global PR and media agency for brand coherence, Embassies for event collaboration and/or promotion, etc. The relationship with the global PR and media agency will be mainly based on facilitating market information for better targeting consumers within the Territory and coordinating on joint marketing actions, whenever necessary.

### **Participation in the PR & Media Market Committee**

It is expected that the Respondent participates 3-4 times a year in the Committee to follow up on the results achieved by the Global PR & media agency in the market, providing KTB with a report summing up the return on investment of activities undertaken and advising KTB on priority areas as relates to the strategy.

## **Reporting**

### **Monthly activity and results report**



Provide a written monthly progress report on activities and accomplishments as agreed in the Annual Market Development Plan, feedback and advice on plans or actions to capitalize on any opportunities.

**Monthly billing report**

Provide a monthly invoice to KTB including fee and expenses with supporting documentation.

## **9. Contract term**

An agreement awarded in response to this ToR will be for a three-year period. Annual renewals will depend upon the best interests of KTB, funding, and the Respondent's performance based on agreed Targets and Key Performance Indicators. All renewals shall be in writing and signed by KTB's CEO, or their designee.

### **Agency profile and references**

The following are the minimum requirements that the Respondent must comply with:

- i. Minimum one fully-staffed office in the Territory for the last ten years,
- ii. Submission of a current, active client list that includes the number of years of engagement, description of activities and budget,
- iii. Five case studies from the last 3 years related to the tasks detailed in the Scope of Work
- iv. Client relationships that could potentially be a conflict of interest must be listed with a discussion of how the Respondent will resolve the potential conflict of interest.
- v. Provide five relevant references with the following information: reference name, title, organization, telephone, email and nature of relationship for five current or former clients from the last 3 years with whom you have worked encompassing at least five of the tasks detailed in the Scope of Services.

### **Staff Assignments/Account Structure**

KTB anticipates that an optimal account structure includes, at a minimum, a) strategic head of business, b) one Sales and Trade Marketing Manager as the strategic lead and responsible for the overall performance of the trade marketing services and c) one Sales and Trade account manager.

It is also expected that the selected Respondent will offer a list identifying:

- i. The minimum number of staff who would work on the account and the sales/trade service each team member would provide, and
- ii. Provide a description of the team workload, staff availability and accessibility including the capacity of the agency to support as-needed services
- iii. Provide a description of the relevant experience and qualifications of the proposed KTB team members and their titles/roles. The selected

Respondent should indicate whether these team members are full-time, part-time or contractors.

## Content proposal

The Respondent's proposal shall include the following items:

- i. Executive Summary
- ii. Agency profile, relevant experience and references
- iii. Current client list
- iv. Case studies
- v. Staff assignments/account structure
- vi. Technical proposal, including the eight sections described in the Scope of Work
- vii. Financial proposal
- viii. Agency's financial statements
- ix. Any other document that KTB Procurement normally requires

Proposals may be rejected if minimum requirements are not met

## Budget

The percentage of market budget for fees and trade development within the markets is the following:

<b>Budget for fees and trade activities</b>		
Markets	Main Territory	% of Total Budget
USA + Canada	• East coast (New York, Boston, Hartford, Toronto)	15%
	• West coast (LA, San Francisco)	
United Kingdom	• London, Manchester, Edinburgh	12%
China	Region of South East China, especially:	11%
	• Province of Guandong (including Macau and Hong Kong), • Province of Jiangsu and Shanghai	
India	• New Delhi, Mumbai	7%
	• Southern region of India (Chennai)	
Germany + Switzerland	Especially south of Germany: Baden Wuttenberg: Munich	9%

	<ul style="list-style-type: none"> <li>Frankfurt, Hamburg, Zurich</li> </ul>	
Italy	<ul style="list-style-type: none"> <li>Rome, Milan</li> </ul>	5%
GCC	<ul style="list-style-type: none"> <li>Dubai, Abu Dhabi, Muscat, Doha</li> </ul>	6%

**In the financial proposal the Respondent will have to specify its monthly agency fee.**

The final definition of the Territory will have to be agreed by KTB and the selected Respondent in the Contract. Nevertheless, the Respondent is encouraged to propose in its methodological approach the Territory that suggests covering and why.

**SECTION IV - TECHNICAL PROPOSAL – STANDARD FORMS**

The technical proposal shall be prepared and submitted by the bidders.

It shall contain the following:-

- (a) Technical Proposal submission form
- (b) Firm’s references
- (c) Comments and suggestions of the bidder on the terms of reference and on data, services and facilities to be provided by the Client.
- (d) Team composition and task assignments
- (e) CV for proposed professional staff
- (f) Confidential business questionnaire

**(a). TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_Date]

To:\_\_\_\_\_ [Name and address of Client) Ladies/Gentlemen:  
We, the undersigned, offer to provide the destination marketing agency 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].

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

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:  
\_\_\_\_\_ [Name and Title of Signatory]  
\_\_\_\_\_ [Name of Firm]  
\_\_\_\_\_ [Address:]

**(b). FIRM’S REFERENCES**

**Relevant Services carried out in the last three 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

Firm/Entity (profiles):

Name of Client:

No. of Staff:

Address:

No. of Staff-Months; Duration of Assignment:

Start Date (Month/Year):

Completion Date Approx. Value of Services (Kshs) (Month/Year):

Name of Associated Consultants.

Professional Associated Consultants:

If any:

No. of months of staff provided by 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; \_\_\_\_\_

**(c) 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.

**(d). TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**e). 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 authorized representative of the firm]*

Full name of staff

Full name of authorized representative:

**(f)CONFIDENTIAL BUSINESS QUESTIONNAIRE (S33)**

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form

<i>Part I- General :</i>	
Business Name .....	.....
Location of business premises.....	Plot No. ....Street/Road.....
Postal Address.....	Tel. No.....
Nature of business.....	.....
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time: Kshs.....	.....
Name of your bankers.....	Branch .....

	<b>Part 2 (a) – Sole Proprietor</b>
	Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....
	<b>Part 2 (b) Partnership</b>
	Given details of partners as follows:
	<i>Name                      Nationality                      Citizenship Details                      Shares</i>
	0) .....
	1) .....
2) .....	
3) .....	

	<p><i>Part 2 (c) – Registered Company:</i>  Private or Public.....  State the nominal and issued capital of company-  Nominal Kshs.....  Issued Kshs.....  Given details of all directors as follows:-</p> <table border="1"> <thead> <tr> <th style="text-align: left;"><b>Name</b></th> <th style="text-align: left;"><b>Nationality</b></th> <th style="text-align: left;"><b>Citizenship Details</b></th> <th style="text-align: left;"><b>Shares</b></th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>																						
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2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						
Date .....Signature of Candidate.....																									

\*if Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

**SECTION V- FINANCIAL PROPOSAL – STANDARD FORMS**

The financial proposal shall be prepared and submitted by the bidders. It shall contain the following.

- (a) Financial Proposal submission form
- (b) Summary of costs
- (c) Breakdown of price per activity

**(a). FINANCIAL PROPOSAL SUBMISSION FORM**

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

To: \_\_\_\_\_

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Africa Integrated Consumer Advertising Campaign 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 understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

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

**(b) SUMMARY OF COSTS**

<b>COSTS</b>	<b>CURRENCY(IES)</b>	
Subtotal		
Taxes		
Total amount of financial proposal		

**(c) BREAKDOWN OF PRICE PER ACTIVITY**

<b>Description: _____</b>	
<b>Price component</b>	<b>Amount(s)</b>
Remuneration	
Reimbursable	
Miscellaneous expenses	
subtotal	

**SECTION VI: STANDARD FORM OF CONTRACT**

**ANNEX I**

**REPUBLIC OF KENYA**

STANDARD FORM OF CONTRACT  
FOR  
CONSULTING SERVICES  
CONTRACT FOR CONSULTANT'S SERVICES  
Large Assignments (Lump-Sum Payments)

Between

---

*[name of KTB]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*

**I. FORM OF CONTRACT**

## Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND \_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Consultant") of the other part.

### WHEREAS

- (a) KTB has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to KTB that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
2. The mutual rights and obligations of KTB and the Consultant shall be as set forth in the Contract; in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) KTB shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf  
of \_\_\_\_\_ [name of client]

*[full name of Client's authorized representative]* \_\_\_\_\_  
\_\_\_\_\_

*[title]* \_\_\_\_\_  
\_\_\_\_\_

*[signature]* \_\_\_\_\_  
\_\_\_\_\_

*[date]* \_\_\_\_\_  
\_\_\_\_\_

For and on behalf of \_\_\_\_\_  
*[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_  
\_\_\_\_\_

*[signature]* \_\_\_\_\_  
\_\_\_\_\_

*[date]* \_\_\_\_\_  
\_\_\_\_\_

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards KTB under this Contract;
- (i) "Party" means KTB or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

## **1.3 Language**

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



#### **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

#### **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as KTB may approve.

#### **1.6 Authorized Representatives**

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by KTB or the Consultant may be taken or executed by the officials specified in the SC.

#### **1.7 Taxes and Duties**

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

### **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

#### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

#### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

#### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

#### **2.4 Modification**

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

#### **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Client**

KTB may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as KTB may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Consultant, in the judgment of KTB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of KTB, and includes collusive practice among consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive KTB of the benefits of free and open competition.

- (e) If the consultant fails to respect and grant KTB due regard in a client/consultant relationship during the execution of the contract.
- (f) if KTB in his sole discretion decides to terminate this Contract.

### **2.6.2 By the Consultant**

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to KTB, such notice to be given after the occurrence of any of the following events;

- (a) if KTB fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, KTB shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs

incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3 OBLIGATIONS OF THE CONSULTANT**

#### **1.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to KTB and shall at all times support and safeguard KTB's legitimate interests in any dealing with Sub consultant or third parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc**

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised KTB on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising KTB on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of KTB. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of KTB.

##### **3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works

or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### **1.2 Confidentiality**

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or KTB's business or operations without the prior written consent of KTB.

### **1.3 Insurance to be Taken out by the Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultant', as the case may be) own cost but on terms and conditions approved by KTB, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at KTB's request, shall provide evidence to KTB showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **1.4 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain KTB's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultant").

### **1.5 Reporting Obligations**

The Consultant shall submit to KTB the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

### **1.6 Documents prepared by the Consultant to be the Property of KTB**

All plans, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of KTB and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KTB together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

## **4 CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultant listed by title as well as by name in Appendix C are hereby approved by KTB.

### **4.2 Removal**

- (a) Except as KTB may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If KTB finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) KTB has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at KTB's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to KTB.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF KTB**

### **5.1 Assistance and Exemptions**

KTB shall use his best efforts to ensure he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

### **5.2 Change in the Applicable**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement

between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

KTB shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultant' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

### **6.3 Payment for Additional Services**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price provided in Appendices D and E.

### **6.4 Terms and Conditions of payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to KTB specifying the amount due.

### **6.5 Interest on Delayed payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If KTB has delayed payments beyond thirty (30) days after the due 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.

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

## 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

## 5 SPECIAL CONDITIONS OF CONTRACT

### Number of GC Amendments of and Supplements to Clauses in the General Conditions of General Conditions of Contract

#### Clause

---

1.1 (i) The Member in Charge is \_\_\_\_\_ [*name of Member*]

1.4 The addresses are:

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For KTB: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

2.1 The date on which this Contract shall come into effect is **as per contract**

2.3 The date for the commencement of Services **as per contract terms**



- 2.3 The period shall be **three (3) years**
- 3.4 The risks and coverage shall be:
  - (i) Professional Liability  
\_\_\_\_\_
  - (ii) Loss of or damage to equipment and property  
\_\_\_\_\_
- 6.2(a) The amount in foreign currency or currencies is **as per financial proposal**
- 6.2(b) The amount in local Currency is **as per financial proposal**
- 6.4 Payments shall be made according to the following schedule: **as per terms of reference**

**Appendix I**

**FORM OF TENDER**

FROM-----  
- DATE-----

-----  
To: -----  
---

-----

**RE: PROPOSAL FOR** marketing agency services -----  
-----  
-----  
-----  
-----  
-----  
-----

In accordance with Tender Number -----Date-----  
-----

I/We-----  
-----  
-----

Tender an amount of Ksh.-----  
-----  
-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Board reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdraw for a period of-----  
days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated -----  
days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/ our part to meet these requirements constitutes a breach on contract.

Witnessed by----- Tenderer's Name-----  
-----

Address----- Tenderer's Signature-----  
--

Signature of Witness----- Tenderer's designation-----  
--

Date----- Full address-----  
---

Telephone No-----  
----- Telegraphic Address-----  
-----Date-----  
-----

## Appendix II

### PERFORMANCE BANK GUARANTEE

(To be on the letterhead of the Bank)

To: Kenya Tourism Board  
P.O. Box 30360, 00100  
**NAIROBI. Kenya.**

WHEREAS \_\_\_\_\_  
[Contractor name of (hereinafter called "the Contractor")] has undertaken, in  
pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2017 to provide \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Contract"). AND WHEREAS it has been stipulated  
by you in the said Contract that the Contractor shall furnish you with a bank  
guarantee by a reputable bank for the sum specified therein as security for  
compliance with the Contractor's performance obligations in accordance with  
the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you,  
on behalf of the Contractor, up to a total of Kenya Shillings.....which  
is 10% of bid price). \_\_\_\_\_ (words) \_\_\_\_  
(figures), and we undertake to pay you, upon your first written demand  
declaring the Contractor to be in default under the Contract and without cavil  
or argument, any sum or sums within the limits of \_\_\_\_\_ as aforesaid,  
without your needing to prove or to show grounds or reasons for your demand  
or the sum specified therein.

The guarantee is valid until the \_\_\_\_\_ day of 2016.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

### Appendix III

### CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between Kenya Tourism Board (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Contractor for the provision of the services in the sum of \_\_\_\_\_ (words) \_\_\_\_\_ [figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the schedule of Requirements;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract; and
  - (e) the Employer's Notification of Award and Consultants' letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

SIGNED FOR AND ON BEHALF OF KENYA TOURISM BOARD

**CHIEF EXECUTIVE OFFICER)**

In the presence of:

\_\_\_\_\_  
**COMPANY SECRETARY**

)

)

)

)

)

)

) SIGNED FOR AND ON BEHALF OF

**CHIEF EXECUTIVE OFFICER**

)

)

(In the presence of: )

)

)

)

**SECRETARY**

)

**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

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**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 KTB*) of  
.....dated the...day of .....20.....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