



KENYA TOURISM BOARD (KTB)

TENDER DOCUMENT

FOR

PROVISION OF GLOBAL ADVERTISING AND MEDIA AGENCY SERVICES

TENDER NO. KTB/T/005/2017-2018

**CLOSING DATE: WEDNESDAY 16TH AUGUST, 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.ktb.go.ke/www.magicalkenya.com

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SECTION I - LETTER OF INVITATION

Date: Wednesday 26th July 2017

Dear Sir/Madam,

NOTICE OF OPEN INTERNATIONAL TENDER

TENDER REF.: PROVISION OF GLOBAL ADVERTISING AND MEDIA AGENCY SERVICES TENDER NO.KTB/T/005/2017-2018

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 a global integrated communication and media agency to support KTB in the development of campaigns and integrated media buying that support the destination marketing strategy.

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 26th July, 2017** upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7th 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 , www.ktb.go.ke/tenders , IFMIS website 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:020-2711262**

Proposals received on email or fax will not be accepted.

The Proposal documents shall be received **on or before 16th August, 2017 at 12.00 noon** and deposited in the tender box located on 7th Floor Kenya Re Towers, off Ragati Road.

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

All bids must be accompanied by a **bid security of USD 1,000.00**.

CHIEF EXECUTIVE OFFICER

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

1. Introduction

1.1. The Kenya Tourism Board (KTB) will select a firm among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations. **THE AWARD FOR TENDER WILL BE FOR A GLOBAL ADVERTISING AND MEDIA AGENCY**

2. The bidders are invited to submit technical proposals and financial proposals per scope of work defined in this tender document

2.1. The bidding 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.

2.1.1. The cost of preparing the proposal, participating in the pitch presentation and negotiating the contract including any visit to KTB's premises are not reimbursable as a direct cost of the assignment. The KTB is not bound to accept any of the proposals submitted.

2.1.2. 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 agency 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 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, fax or email 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 the clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

3.0 Eligible Tenderers

- 3.1** This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall complete the service by the intended completion date specified in the tender documents.
- 3.2** KTB's employees, committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender.
- 3.3** Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the KTB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 3.4** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Preparation of proposals

- 4.1** The bidder's proposal shall be written in English language.
- 4.2 All pages of each proposal submitted shall be serialized and well bound**
- 4.3** 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.
- 4.4** While preparing the Technical Proposal, the bidder must give particulars attention to the following:
- (a) A good understanding of Kenya Tourism Board
 - (b) Demonstrate the agency's ability to add value in the area of media and digital buying as well as achieve a high standard of creativity in conceptualization for mainstream and digital media. Agencies are expected to present proposals that best show their abilities to deliver integrated communication campaigns complete with media buying strategies offline and online, showing versatility in leveraging digital, social and new media ideas to build brand value and equity, awareness and compelling communication against selected target audiences and publics. The case study proposals should show integrated

campaigns that build brand equity and preference with evidence of the same, generates public awareness and word of mouth and influences perception.

- (c) Client portfolios. The firms must demonstrate that they have done similar work for other reputable organizations, especially for tourism desintations. The participating agency should submit at least three reference letters from their major clients in the past two years.
- (d) Creative excellence in integrated marketing and advertising communications campaigns, media strategy, planning buying and measurement across above the line , below the line and digital media with significant impact to selected target audiences

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

4.6 Financial proposal

Agencies are expected to submit a **monthly retainer fees** for the provision of Advertising services and media planning services separately based on the scope of work. These are costs payable to the agency(ies) for expertise and managerial resources required to undertake advertising and media planning services with a great focus on optimizing use of digital media .

1. The fees shall be expressed in Kenya Shillings.
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 consultants who do not agree, have the right not to extend the validity of their proposals.
3. The financial proposal must comply with the law governing the profession of the agency.

5. Submission, Receipt and opening of proposals

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.

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.

1. 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 the KTB's address and clearly marked "DO NOT OPEN before Wednesday 16th August, 2017 at 12.00 Noon. .
2. The completed Technical and Financial proposals must be 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. 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.
3. 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.

6.0 Opening of Tenders

1. KTB will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 noon on Wednesday 16th August, 2017** and in the location specified in the appendix.

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

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.
3. KTB will prepare minutes of the tender opening.

7.0 Evaluation of the Proposal (General)

- 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. The tender will proceed in two stages i.e. both technical and financial. The technical stage will include a pitch presentation on the proposed creative direction

for Advertising services, digital and media planning services as outlined in the sections of the scope of work.

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.

8.0 Evaluation of Technical Proposals

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 four-stage evaluation process as shown below:

- a) Preliminary/Mandatory evaluation
- b) Technical evaluation
- c) Pitch presentation
- d) Financial evaluation

a) Preliminary/Mandatory Evaluation

NO.	ITEM DESCRIPTION	YES	NO
1.	Copy of Certificate of Registration		
2.	Valid tender security of USD 1,000.00 in form of a bank guarantee from a reputable bank.		
3.	Confirmation of tax compliance in the Country of operation.		
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		

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 100%. The pass mark will be **80 out of 100**. The firms shall be evaluated on a scoring matrix as shown below:-

A. FOR MARKETING/ADVERTISING SERVICES:

NO	CRITERIA	Sub-totals	Max scores	Scores Awarded
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1	Agency's relevant Experience for the Assignment (Corporate)			
A	Experience and understanding of the assignment by the agency firm. Provide full integrated communication and media buying details of at least three (3) similar assignments done in the past five years.	20	20	
B	Clients of similar size and complexity. Provide three recommendation letters from three of your major clients whom you have worked with for more than 2 years	7	17	
C	Ability to develop and execute world class integrated communication and media campaigns – Examples of full integrated 365 degree campaigns should be attached Demonstration optimal use of both mainstream media and digital media is mandatory	10		
2	Methodology and Approach			
A	Agencies initiatives and comments on the TORs (these are additional ideas, suggestions or point of views that the agency is proposing to be incorporated in KTB integrated communication and media buying strategy efforts, they should be captivating and relevant)	5	10	
B	The agency should demonstrate their ability to achieve tight deadlines and flexibility in meeting KTB's needs. (provide real examples of cases and situations with previous clients where the agency worked on tight timelines and the results)	5		
3	Human Resource Capacity			

A	<p>Team Leaders:</p> <ol style="list-style-type: none"> 1. Client service lead: Should be a competent and qualified individual possessing knowledge and at least 7 years' experience in dealing in general management in advertising and Communication industry, minimum academic/technical qualification of university degree plus relevant experience. Added advantage will be given to the agency where the team leader is a member of staff at director level (please attach CV) 2. Creative team lead: Should be a competent and qualified individual possessing knowledge and at least 7 years' experience in advertising on the creative side. Added advantage will be given to the agency where the team leader is a member of staff at director level (please attach CV) 3. Digital Lead: Should be a competent and qualified individual possessing knowledge and at least 3 years experience in digital media strategy planning, content development, evaluation and buying. Added advantage will be given to the agency where the team leader is a member of staff at director level (please attach CV) 4. Media Lead: Should be a competent and qualified individual possessing knowledge and at least 3 years experience in media strategy, planning and buying. Added advantage will be given to the agency where the team leader is a member of staff at director level and demonstrates understanding in media negotiations across multiple media for substantial budgets (please attach CV) 	15	15	
B	<p>Other key staff: Individuals that have requisite qualifications with at least five years' experience in advertising and communication industry. The firm may propose experts with skills relevant to assignment. (please attach CV)</p>	5	5	

C	Proposed operating model for managing the delivery of the service across multiple markets and structure of the team, including allocation of tasks and its adequacy and relevance in meeting the TORs. Teams with individuals that are employees of the agency firm(s) are preferred.	10	10	
D	The agency to show proof of latest Technology in place: Hardware, Software, Information banks and tools to execute and manage the contract – Example of software and hardware that will be used by company.	3	3	
E	<p>Monitoring and evaluation (M&E) - Demonstrate capabilities to perform effective monitoring and evaluation of all aspects of integrated communication and media campaigns. Including creative campaigns, media campaigns and digital campaigns during the engagement period. Share a case study of at least 3 clients to demonstrate this ability</p> <p>With reference to Digital ability to demonstrate tools used to:</p> <ul style="list-style-type: none"> • Define the KPIs needed to take decisions on digital matters together with the KTB and organize them into different key performance categories: brand engagement, influence response, sales metrics. • Define the competitive set to be compared with (destinations that share similar characteristics • Identify the sources of information, such as Google analytics, Google Trends, Facebook insights, Twitter Analytics, YouTube Analytics, that could be leveraged during campaign strategy planning • Schedule the frequency required to perform the assessment of each indicator. 		10	

F	Market presence in the following Markets; UK, USA, Germany, Italy, France, China, India, South Africa & Kenya (Include Team composition and examples of relevant work done in those markets. Highlight any other offices in other markets not listed here)	10	10	
	GRAND TOTAL		100	

Note:

The firms that will score 80 points out of 100 in the technical evaluation shall be invited for a pitch presentation.

Pitch Presentation Evaluation

The following criteria shall be used to evaluate the pitch presentation. Bidding firms which shall have made it to the pitch presentation will presented with an Advertising Brief for the same exercise.

NO	CRITERIA	Max scores
1.	Understanding of the brief	15
2.	Level of creativity and innovation as reflected in the presented concepts	25
3.	Effective use (including cost) of integrated marketing and media communications case study demonstration	30
4.	Suitability and applicability of proposed operationalization model to deliver the proposed scope of service	10
5.	Evidence of use of research tools and studies in advertising, Media planning, Media buying, Media optimization, Evaluation, Digital marketing services (Qualitative and quantitative), development of creative concepts for both local & international markets.	15
6.	Overall presentation	5
	GRAND TOTAL	100

NOTE:

The firms that will score 80 points and above will proceed to the financial evaluation stage.

9.0 Opening and Evaluation of Financial Proposals

- 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. 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.
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:

$S_f = 100 \times \frac{f_m}{f}$ where
S_f is the financial score
F_m 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%**

- 4.0 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.

10. Negotiations

1. Negotiations will be held at the Kenya Tourism Board office. The purpose of the negotiations is for KTB and the bidder to reach agreements on all points regarding the assignment and sign a contract.
- 10.1.** 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.
- 10.2.** 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.
- 10.3.** 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.

11. Award of Contract

- 11.2. 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.
- 11.3.** The selected bidder is expected to commence the assignment on the date and at the location as specified by KTB.
- 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.

12. Confidentiality

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.

13.0 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 **1% 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.

14. Corrupt or Fraudulent Practices

1. KTB requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A Tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
2. KTB will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. Further a Tenderer who are found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

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. Consultant must submit an original and **ONE** additional copy of each proposal.
- 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

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

- 4. Proposals must be submitted no later than the following date and time:
Wednesday 16th August, 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= _____ (0.80 to 0.90)

P= _____ (0.10 to 0.20)

SECTION III - TERMS OF REFERENCE FOR SELECTION OF GLOBAL ADVERTISING AND MEDIA AGENCIES

Introduction

Kenya Tourism Board (KTB) is a State Corporation enshrined in the Tourism Act No. 28 of 2011 and is charged with the mandate of promoting and marketing Kenya as a tourist destination locally and internationally. KTB's mandate as set out in the Tourism Act is to:

- Develop, implement and co-ordinate a national tourism marketing strategy;
- Market Kenya at local, national, regional and international levels as a premier tourist destination;
- Identify market needs and advise tourism stakeholders on the tourism market trends; and
- Perform any other functions that are ancillary to the object and purpose for which the Tourism Board is established.

The Kenya Tourism Board is looking to appoint a global integrated communication and media agency to support KTB in the development of campaigns and integrated media buying that support the destination marketing strategy. This has been occasioned by the need to cascade the Kenya Tourism Board destination brand (magical kenya) messaging seamlessly across its key markets and audiences

Kenya has an abundance of experiences that revolve around wildlife, adventure, scenic/landscape, cultural and beach based touristic touch points. These experiences have been used to appeal to the European, Asian, African and American markets.

1. KTB BRANDS

KTB has a stable of three brands currently that have evolved over a number of years:

- a. The Kenya Tourism Board Brand – the corporate brand which is the overarching state corporation brand.



- b. The Magical Kenya Brand – which is the destination brand that is the embodiment of the various experiences and products that consumers and visitors can experience in the destination.



- c. **The Tembea Kenya Brand** which is the destination domestic brand used for domestic and regional campaigns



2. Brand Objectives

- a. Reposition Kenya as a modern and attractive destination by focusing on the experiences by the consumers/tourists.
- b. Promote the diverse place brands that the destination has to offer.
- c. Increase the appeal and demand to travel to Kenya by consumers by associating the destination with premium brands.

3. Brand Strategy

Create positive visibility of the destination and stir demand for Kenya through the execution of an integrated advertising, PR and digital campaign.

4. Target Market

- a. General target of ABC social class who are able to afford Luxury based holidays are inclined to nature and beach holidays to include possible honeymooners, adrenaline seekers and conservation lovers (school groups as well as FITs).

- b. DINKs (Double Income No Kids) who now seek travel as a means to explore, relax and rejuvenate within natural beauty environments as a means to run away from hectic city life.
- c. Grey market seeking soft adventure and multi-generational travel involving grand parents and their grandchildren.
- d. Families – out to seek destinations that will fully occupy their children while they too soak in some local attractions and rejuvenate for the year ahead
- e. Youthful travelers who travel with friends and seek adventures or follow their hobbies and thus likely actively seek fresh new ground to conquer. These would include sporting and sports lovers, the millennial traveler who wants an action packed, activity filled affordable holiday with enough ‘jealousy shots’ to drive their social media followers crazy with jealousy.

SCOPE OF WORK

ACTIVITY	DESCRIPTION
Brand/Product Strategy Articulation into a communication and media strategy	<ul style="list-style-type: none"> • Facilitate the process of the development of communication and media strategies - in line with the KTB existing corporate strategic plan 2012 – 2018 and around the Vision 2030.
Concept Development	<ul style="list-style-type: none"> • Conceptualization of the creative campaign and media plans covering Corporate, marketing and brand (product) campaigns for the domestic and international market.
Comprehensive Media Strategy across all touch points including: Mainstream media / digital Planning , Buying and evaluation	<ul style="list-style-type: none"> • International (where required) placement

OBJECTIVE

The objective of this tender is to appoint an integrated communication/ advertising and media agency that can provide Kenya Tourism Board with the following:

- Develop a relevant and comprehensive advertising strategy.
- Build the equity of destination Kenya to increase consideration of audience making the Kenya a destination of choice
- Raise the awareness of Kenya Tourism Board, its activities, products and Services, through all relevant media channels

- Design a integrated communication strategy for implementation from September 2017 to June 2019
- Raise the brand awareness index for the magical Kenya brand globally, regionally and locally

Expected output:

- The Agency will provide the full advertising services from strategic brand communication development, advertising concept development right media strategy, buying both off and online and implementation and monitoring of the performance of the campaign and reporting on their effectiveness.

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

(a). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client) Ladies/Gentlemen:
 We, the undersigned, offer _____ to provide the global advertising and media 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:

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 the provision of advertising and media agency services *in* accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We 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

COSTS	CURRENCY(IES)	
Subtotal		
Taxes		
Total amount of financial proposal		

(c) BREAKDOWN OF PRICE PER ACTIVITY

Description: _____	
Price component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous expenses	
Subtotal	

SECTION VI: STANDARD FORM OF CONTRACT

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

F O R 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

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. 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.

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.

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.

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.

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

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. 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.

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.

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.

II.5. Force Majeure

II.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.

II.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.

II.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.

II.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.

II.6. Termination

II.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 judgement 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.

II.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.

II.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. 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 subconsultant[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.

2. Confidentiality

The Consultant, his subconsultant[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.

3. Insurance to be Taken out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultant', 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.

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").

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.

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.

III. 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: _____

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 **twenty four (24) months**

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**

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 Selection of a Global Advertising & Media Agency-----

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 _____ 2016 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 1% Kenya Shillings.....which is 1% 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]

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

Part I- General :

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

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of origin.....
*Citizenship details.....

Part 2 (b) Partnership

Given details of partners as follows:

<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1)			
2)			
3)			
4)			

Part 2 (c) – Registered Company:

Private or Public.....

State the nominal and issued capital of company-

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows:-

<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.			
2.			
3.			
4.			
5.			

DateSignature of Candidate.....

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

Part 2 – Debarment

I/we declare that I/we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by Kenya Tourism Board.

Full Names.....
Signature.....
Date this.....day of.....2016

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Appendix III

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2016 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

MANAGING DIRECTOR)

In the presence of:

COMPANY SECRETARY
 OF

)
)
)
)
)
)
)

) SIGNED FOR AND ON BEHALF

MANAGING DIRECTOR

SECRETARY

)
)
)
)
)
)

(In the presence of:)

Appendix IV

ANTI-CORRUPTION AFFIDAVIT FORM REPUBLIC OF KENYA IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3 OF 2005.

I, of P. O. Box being a resident of in the Republic of Kenya do hereby make oath and state as follows: -
THAT I am the Chief Executive/Managing Director/Principal Officer /Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Tourism Fund and duly authorized and competent to make this Affidavit.

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED

Board Secretary