



KENYA TOURISM BOARD (KTB)

TENDER DOCUMENT

**REQUEST FOR PROPOSAL FOR THE PROVISION OF ABOVE THE
LINE(ATL) AND DIGITAL MEDIA AGENCY SERVICES**

TENDER NO. KTB/T/004/2018-2019

**CLOSING DATE: FRIDAY 11TH JANUARY , 2019 AT 12.00 NOON
(KENYA TIME)**

Deadline Extended to Tuesday 15th January at 12.00 Noon

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 11th December, 2018**

Dear Sir/Madam,

NOTICE OF OPEN TENDER.

TENDER REF.: PROVISION OF ABOVE THE LINE(ATL) AND DIGITAL MEDIA AGENCY SERVICES

TENDER NO.: KTB/T/004/2018-2019

The Kenya Tourism Board (KTB) is looking for a partner in Communication that will work closely with them in the implementation of the Destination Kenya Marketing Strategy in its priority markets.

KTB seeks one single company, capable of offering Integrated Communications services such as branding, advertising, public relations, digital marketing and media buying.

The selected company will work with KTB to achieve the Communication goal and objectives established in Destination Kenya's Marketing Strategy. For a better understanding of Destination Kenya situational analysis, this section explains in a brief way the communication issues that the destination is facing, as well as the main components of the 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 12th December, 2018** 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**

Proposals received on email or fax will not be accepted.

The Proposal documents shall be received **on or before 15th January, 2019 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 Kshs 250,000.00**

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 PROVISION OF ABOVE THE LINE AND DIGITAL MEDIA AGENCY SERVICES

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 on 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 to 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. Eligible Tenderers

3.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix of 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

4. 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.

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

4.6 Financial proposal

The Budget for the provision of **the Services for the next 3 years** must be expressed in KES, including agencies fees and media buying commissions. The proposal will clearly indicate a retainer and all the Services that fall within it as well as commission retained by agency, in percentage terms of the outsourced third party services.

4.7 The quoted price will be subjected to applicable tax requirements in the Kenya tax regime. This is the withholding tax and any other applicable taxes as may be gazetted from time to time. Contract **MUST** be tax inclusive and the following will apply as per the tax laws:

Withholding tax will be deducted from the invoiced amount and remitted directly ie 20% if no local representative/ billing entity is available or 5% if a local representative (resident company) is available

Note: The financial proposal **MUST** be inclusive of all applicable taxes (**See withholding tax rates on page 47 and 48**)

Bidders shall express the price of their services in Kenya Shillings.

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. 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 **Tuesday 15th January, 2019 at 12.00 Noon.**

5.3 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.

5.4 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. Opening of Tenders

6.1 KTB will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 noon on Tuesday 15th January, 2019** and in the location specified in the appendix. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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.

6.3 KTB will prepare minutes of the tender opening.

7. Evaluation of the Proposal (General)

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.

7.2 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.

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.

7.4 Evaluation of Technical Proposals

7.4.1 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	Copy of Certificate of Incorporation		
3	Valid tender security of Kshs. 250,000.00 in form of a bankers Cheque guarantee from a reputable bank.		
4	Confirmation of tax compliance from KRA.		
5	Audited financial statements for the last two years		
6	Current Client List and three signed reference letters from clients of similar standing as KTB		

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

b) Technical Evaluation

NO	CRITERIA	Sub-totals	Max scores
1.	Agency's relevant Experience for the Assignment		
	(Corporate)		
A	Experience and understanding of the assignment by the agency firm. Provide fully integrated communication and media buying details of at least three (3) similar assignments done in the past two years.	5	5
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.	5	15
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)	15	20

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	Team Leaders:		
	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)	10	37
	2. Creative team lead: Should be a competent and qualified individual possessing knowledge and at least 5 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)	12	
	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)	7	
	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)	8	
B	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)	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. Demonstrate the Agency's experience in handling assignments in several markets e.g East Africa, Europe, India and the USA	5	5
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>	10	10
	<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. 		
	<ul style="list-style-type: none"> Define the competitive set to be compared with (destinations that share similar characteristics) 		
	<ul style="list-style-type: none"> 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 		
	<ul style="list-style-type: none"> Schedule the frequency required to perform the assessment of each indicator. 		
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.

(c) Pitch Presentation Evaluation

The following criteria shall be used to evaluate the pitch presentation. Bidding firms which shall have been successful for the pitch presentation will be presented with an Advertising Brief for execution and evaluation using the criteria below:

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

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

8. Opening and Evaluation of Financial Proposals

8.1 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 tender opening if they wish to do so.

8.2 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.

8.3 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:

$S_f = 100 \times f_m / f$ 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%**

8.4 The bidder's 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;

$S = S_T \times T\% + S_F \times P\%$
 Where
 S , is the total combined scores of technical and financial scores

S_t is the technical score
 S_f 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%

8.5 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.

9. Negotiations

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. Award of Contract

- 10.1 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.
- 10.2 The selected bidder is expected to commence the assignment on the date and at the location as specified by KTB.
- 10.3 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.

11. Confidentiality

- 11.1 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.

12. Performance Bond

- 12.1 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.

13. Corrupt or Fraudulent Practices

- 13.1 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.
- 13.2 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.
- 13.3 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

1.1 The name of KTB is: **Kenya Tourism Board**

1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**

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

5.3. 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

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

Tuesday 15th , 2019 at 12.00 noon

8.4 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 FIRM TO PROVIDE ABOVE THE LINE AND DIGITAL MEDIA AGENCY SERVICES

1. Introduction and KTB's briefing

The Kenya Tourism Board (KTB) is looking for a partner in Communication that will work closely with them in the implementation of the Destination Kenya Marketing Strategy in its priority markets.

KTB seeks one single company, capable of offering Integrated Communications services such as branding, advertising, digital marketing and media buying.

The selected company will work with KTB to achieve the Communication goal and objectives established in Destination Kenya's Marketing Strategy. For a better understanding of Destination Kenya situational analysis, this section explains in a brief way the communication issues that the destination is facing, as well as the main components of the Strategy.

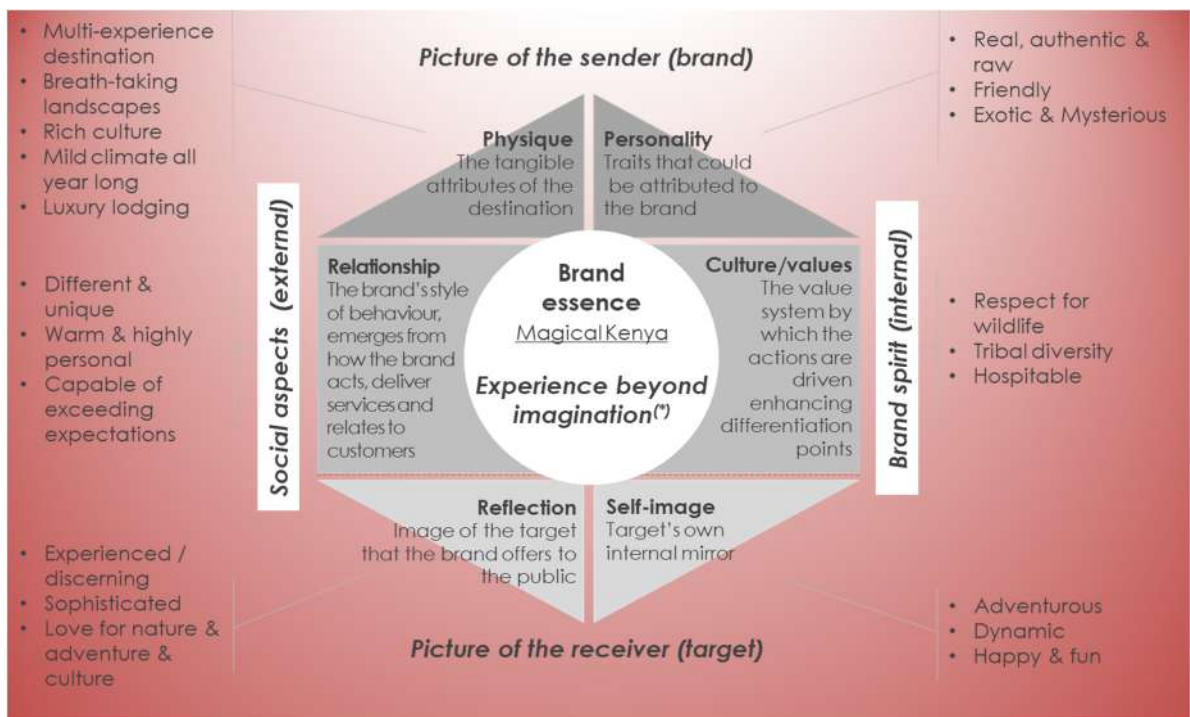
1.1 Over view of destination Kenya

Kenya's best performing index in the global front is awareness, which sits at 55% against a global index of 66% (Country Brand Index 2014). The conversion rate is 7% against the global index of 34% which denotes a lack of familiarity and consideration for the destination. This indicates that the destination drops off the list for planned visits for most of our potential visitors when considering their next destination for a holiday. Our second highest performing index is advocacy which is the last step in successful destination marketing. Magical Kenya's index sits at 84.81% against CBI index of 76.38%. while this is good news the base is smaller compared to the awareness base mentioned above given the low conversion rate of 7%.

Magical Kenya must grow the familiarity index (what do you know about Kenya?) and associations (what other brands, events etc do you associate with Kenya?) through communication solutions for the destination to enhance its image and attain the necessary interest to be shortlisted as the next destination for a holiday.

Given the exponential growth that digital and social media channels continue to experience and ease with which the internet provides positive or negative information about a destination brand, clear advertising messaging, consistent use of brand rational and emotional benefits in positioning of the destination brand are necessary to cut through the 'noise' and establish a strong brand message for Kenya. The brand identity prism below illustrates this further.

Figure 1. Brand Identity Prism



Globally, visibility and communication messaging are guiding destinations in shaping brand differentiation, brand promise and influencing tourists to list and select them as bucket list experiences.

The following are additional issues that can be considered:

- Underperforming in most brand measures except for advocacy.
- No image of Kenya beyond safari.
- Negatively associated with perceived insecurity, low value for money, crowded, mass tourism, lack of infrastructure, etc.
- Positively associated to friendly people and beautiful landscapes.
- General positioning relies on rational aspects intrinsically related to nature and generic attributes (beautiful), which are very similar to other destinations.
- In safari, positioning is also too generic

2. Scope of services

To understand the services that will be subject of the following RFP, please find below a description of the scope of work.

2.1 Big idea creativity, communication strategy and content creation

Kenya's brand has to be led by a concept that summarizes the essence of its unique selling proposition, the reason why travelling to Kenya is a must. KTB wants to have Magical Kenya's brand 'Big idea' and its communication strategy. The Big idea will be unfolded in integrated offline and online communication elements and in an executable communication plan/programme.

(a) Big idea creativity

- Develop the Big idea. It should hold the audience's attention, stimulate the mind, and stir emotions. It should be simple and easy to understand. Kenya's Big Idea will be the "umbrella" message throughout the brand communication system.

(b) Communication strategy (Social Media and Digital) & offline – Traditional and OOH)

- Define the communication axis. The main benefit that will be communicated to the audiences.
- Develop the strategic messaging. A messages ecosystem that provides enough diversity for different markets, customer, segments, and products (travel motivations).
- Establish the tone. Proposed tone of voice to be used in communication to help audiences connect specific words or ideas to Kenya in a desired way.

(c) Communication plan

- Highlight precise targets for the following three years.
- Develop an editorial calendar.
- Identify media channels and activities that are most appropriate to communicate the key messages to the target audiences. It will be necessary to consider owned, paid and earned media.
- Develop the necessary communication pieces for the execution of the plan.

(d) Collateral design and production (Content creation)

- Design and produce communication elements (printed, digital, video, photos, stories, flyers, stand booth for expos, etc.)

2.2 Advertising

(a) Media plan & programme (for paid media)

- The awarded company will develop the media plan for all the paid advertising considered in online and offline channels.
- The company will deliver a media chronogram including:
 - Media type
 - Media name
 - Targeted audience (customer segment and city)
 - Format (size or length)
 - Frequency
 - Timeframe (Start and end date)
 - Week days
 - For offline media: Gross rate point (GRP), Cost per rating point (CPR), Opportunity to See (OTS), other considered relevant. (Provide only Certified Data by a recognized institution)
 - For online media: Cost per click (CPC) /Cost per impressions (CPM), other considered relevant.

(b) Communication pieces' adaptation (printed, digital, video, photos, stories, etc.)

- Produce the final arts adaptations of different communication pieces with the required specifications of each media.

2.3 Digital marketing Services

Kenya should take advantage of the latest technologies, insights, and opportunities that digital marketing can offer. With that in mind, the scope of services includes:

(a) Website

- Review and update the look & feel, layout designs, navigation tree, etc.
- Review all its features and add the latest functionalities such as personalisation tools, user-generated content mechanisms, trip planning, shop, etc.) according to KTB's requirements.
- Activate the different microsites and platforms (detailed in the marketing plan), according to KTB's requirements and implementation planning.
- Update the web with frequently inspiring and informative high-quality multimedia content for consumers, trade and media.
- Optimize the web implementing an SEO strategy (internal and external).

(b) Social Media

- Set up a multi-language social media centralised strategy aligned with the Marketing Strategy and Plan and the source markets prioritisation.
- Post own content following the editorial calendar.
- Stimulate, manage and leverage the creation of attractive user-generated content to activate highly emotional, personal, and credible inputs.

(c) Mobile

- Provide an engaging, modern, mobile app for visitors to reference Kenya's local attractions, a calendar of events, places, maps, etc.
- Review the use of latest mobile technologies enhancing the user experience, like augmented reality, audio-visual guidance, gaming approaches, etc.; to add the most convenient features in Magical Kenya's app.

(d) Reporting

- Monitor frequently performance and engagement indicators.
- Prepare and deliver Monthly, quarterly and annual reports so the KTB has an informed way to allocate resources and make decisions on which actions to push further or restrain.
- Prepare and deliver post event reports
- Any other reports as may be required by client.

2.4 Media buying

The awarded company will be responsible for the development of a media strategy, implementation of the Media Plan (for online & offline paid communication), including the media buying.

(a) Media plan execution

The selected company will implement the advertising campaigns in selected media, after approvals by KTB

(b) Reporting

The company must provide regular reports evaluating the performance of each campaign, including the most relevant indicators (GRP, CTR, and others considered relevant).

3. Staff assignments / Account structure

KTB anticipates that an optimal account structure to provide the services required in Kenya and the priority markets should include:

- Account director
- Head of content
- Head of advertising
- Head of digital services
- Head of PR
- Head of media buying

The Respondent may also suggest any other specialists required based on how best your firm would meet KTB’s strategic and account needs.

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

1. The minimum number of staff who would work on the account and service each team.
2. Provide a description of the relevant experience and qualifications of the proposed KTB team members and their titles/roles. The Respondent should indicate whether these team members are full-time, part-time or contractors.

4. Contract term & value of services

An agreement awarded in response to the following Request for proposal (RFP) will be for a three-year period. Annual renewals will depend upon successful evaluations undertaken by KTB.

5. Proposal content & submission

The proposal should be delivered in 2 separate documents: Technical Proposal and Financial Proposal.

5.1 Technical proposal

The technical proposal must cover the following content:

(a) Executive Summary

Include a summary, not longer than 2 pages, comprising the most relevant aspects of the technical proposal.

(b) Background & Relevant Experience

- **Company's profile, structure and its specialization in travel and tourism**

Besides the general background of the company, specify if is a global agency or a consortium, and its specialization in travel and tourism brands and destinations.

- **Optimal account structure & qualifications of the managerial and assigned staff**

Provide the CVs of staff in your company who may work on the Kenya's account. Per team member, please provide details of how many years' experience each of them has, expertise areas, main clients, personal or company awards, etc.

- **Number and type of clients within travel and tourism industry**

List any tourism and travel industry clients that the company has work with, specifying type of services provided and date of execution.

- **Case studies related to the Scope of services**

Provide at least 5 case studies from the last 5 years which you feel are a suitable indication of company's communication approaches and experience managing global accounts.

- **Conflict of interest**

Explain client relationships that could potentially be a conflict of interest with a description of how the Respondent will resolve the potential conflict of interest.

(c) Scope of services approach and methodology

- **Project management capabilities**

Explain company's internal planning, execution and reporting methodology and processes. Also suggest a coordination scheme with KTB Head Office for internal communication processes, activities' follow-up and feedback mechanisms.

- **Proven capability to provide the required services**

Describe company's capabilities in working with the different marketing and communication disciplines: branding, advertising, digital marketing and media buying on a regional and global scale.

- **Company's communication approach**

Provide the company's approach for Magical Kenya's Integrated Communication and its corresponding components (big idea, advertising, digital marketing and media buying) for the following 3 years.

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 above the **Provision of Above The Line and Digital 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

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 Above The Line and Digital 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)	AMOUNT
Subtotal		
Taxes		
Total amount of financial proposal		

(c) BREAKDOWN OF PRICE PER ACTIVITY

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

SECTION IV - 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 on 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.

2.6 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.

2.7 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.

2.8 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.

2.9 Termination

2.9.1 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.

2.9.2 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.

2.9.3 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

3.1 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.

3.3 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.

3.4. 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.

3.5 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").

3.6 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.

3.7 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

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 **thirty-six (36) 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 firm for the Provision of Above The Line and Digital Media 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 of 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 _____ 2018 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 10% 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 2018.

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.....2018

In the capacity of.....

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

Appendix III

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2018 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

)
)
) (In the presence of:)
)

SECRETARY

)
)

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 RB1

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

Appendix V

Appendix: Withholding Tax Rates

a) Non-resident WHT rates for countries without Double Tax Agreements with Kenya and Residents

Payment	Non-Resident WHT Rates (%)	Resident WHT Rates (%)
Management, professional or training fees <ul style="list-style-type: none"> • Marketing fees • Professional Retainer fees (marketing, campaigns, exhibitions) • Digital Advertising • Website Development/Design • Commissions • Disbursements 	20 [¥]	5
Contractual fees (building, civil and engineering)	20	3
Royalties <ul style="list-style-type: none"> • Licensing fees including software licence 	20	5
Rent – lease of equipment	15	-
Interest	15	15
Entertainment <ul style="list-style-type: none"> • Any appearance or performance by an entertainer 	20	-

¥ 15% on consultancy fees for East African citizens.

b) WHT rates for countries with Double Tax Agreements with Kenya

Please note that for countries with a Double Tax Agreement with Kenya, any withholding tax deducted is a tax credit for respective entities and the entities should be able to claim a tax credit in their respective jurisdictions on the tax so deducted in Kenya.

	United Kingdom %	Germany / Canada %	Denmark Norway Sweden Zambia %	India %	France %	South Africa (%)
Management and professional fees <ul style="list-style-type: none"> • Marketing fees • Retainer fees • Digital Advertising • Website Development / Design 	12.5	15	20	10	As business profits	As business profits

• Commissions^ • Disbursements						
Royalties • Licence fees	15	15	20	10	10	10
Interest	15	15	15	10	12	10
Entertainment, sport & promotion	20	20	20	20	20	

^ Where taxation on income from commissions is not expressly provided for under the specific Double Taxation Agreement (DTA), no withholding tax will be applicable and it will be taxed as business income in the respective country.