



KENYA TOURISM BOARD (KTB)

TENDER DOCUMENT

**REQUEST FOR PROPOSAL FOR THE PROVISION OF INTEGRATED
ADVERTISING AND MEDIA BUYING AGENCY**

TENDER NO. KTB/T/007/2018-2019

CLOSING DATE: FRIDAY 3rd APRIL;2019 AT 12.00 NOON (KENYA TIME)

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: **Tuesday 12th March, 2019**

Dear Sir/Madam,

NOTICE OF OPEN TENDER.

TENDER REF.: PROVISION OF INTEGRATED ADVERTISING AND MEDIA BUYING AGENCY SERVICES

TENDER NO.: KTB/T/007/2018-2019

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

KTB seeks to acquire the services of an integrated advertising and media buying Agency that is 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, please refer to Section III, point 1.1. Overview of destination Kenya.

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 13th March, 2019** 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 3rd April, 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 or USD 2,500.**

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 INTEGRATED ADVERTISING AND MEDIA BUYING 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 through the email procurement@ktb.go.ke 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:

- (a) Agencies retainer fees for the creation of creative concepts for both off-line and online use
- (b) Production commission
- (c) Media buying commission

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 on applicable fees will be deducted from the invoiced amount and remitted directly to Kenya Revenue Authority. The rates will be 5% for local companies, 20% (or applicable rate where double tax agreements exists) for non-resident companies or 5% for non-resident companies that have a local representative.

Refer to the applicable withholding tax rates on Page 49 and 50.

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 **Wednesday 3rd April, 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 **Wednesday 3rd April, 2019 at 12.00 Noon**; 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 buying 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 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/ Incorporation (Provide name of Directors and Shares distribution- Ensure confidential business questionnaire form on page 44 is duly filled)		
2.	Valid tender security of Kshs. 250,000.00 or USD 2500		
3.	Confirmation of tax compliance from KRA or from the relevant tax authority in the agency’s country of origin.		
4.	Audited financial statements for the last two financial years showing a minimum turnover of KShs 250M or equivalent. (The financial statements MUST be duly signed by the authorized signatories/Directors)		
5.	Five (5) current operating Client List and three (3) signed reference letters with at least one reference letter from either national, regional or city tourism marketing organizations.		

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

b) Technical Evaluation of the proposal

NO	CRITERIA	Sub-totals	Max scores
1.	Agency's general characteristics		
A	Geographic coverage. The agency will have to demonstrate that it is able to implement the communication strategy and plan in KTB's priority markets such as Kenya, US, UK, Germany, Italy, Africa, China and India.	15	15
2.	Agency's relevant experience for the assignment		
A	Case studies and references. Provide a minimum of three (3) case studies that demonstrate agency competence in the following areas:		48
a.1	Strategic thinking in communication: Demonstrate rationale behind communication solutions provided to clients, showing understanding of the challenges and implementation of solutions provided.	10	
a.2	Innovation: Demonstrate innovative communication solutions that have been impactful and effective for your clients.	8	
a.3	Branding: Demonstrate capability in delivering brand concepts and campaigns through compelling integrated communication.	5	
a.4	Digital marketing: Demonstrate successful implementation of digital marketing strategies across different channels and the output achieved in each of the case studies.	10	
a.5	Creativity: Demonstrate creativity in design and development of integrated communication campaigns and ROI for clients. (Indicate awards won if any)	10	
a.6	New Media: Demonstrate proven ability to utilize new media trends in advertising platforms and the holistic application in the travel world with a bias, where possible, to KTB's priority markets.	10	
a.7	Media buying: The agency has proven experience in design of media strategies, planning and buying, making an optimum use of budget with demonstration of effective media planning and buying strategies		
3.	Human Resource Capacity		
A	Agency's proposed team has the composition required by KTB and the experience of each of the key members fits with their role in the project.		

NO	CRITERIA	Sub-totals	Max scores
	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 permanent member of staff at director level (please attach CV)	9	32
	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 permanent member of staff at director level (please attach CV)	8	
	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 permanent member of staff at director level (please attach CV)	8	
	4. Media Lead: Should be a competent and qualified individual possessing knowledge and at least 5 years' experience in media strategy, planning and buying. Added advantage will be given to the agency where the team leader is a permanent member of staff at director level and demonstrates understanding in media negotiations across multiple media for substantial budgets (please attach CV)	7	
			100

Note:

- i. **The firms that will score 80 points out of 100 in the technical evaluation of their proposal shall be invited for a pitch presentation**
- ii. **Firms in which Kenyans own at least 51% shares shall be entitled to an additional 20% of their total technical score in the evaluation provided they have attained the minimum technical score of 80.**

c) Pitch presentation

NO	CRITERIA	Sub-totals	Max scores
4.	Agency's approach to the scope of services and methodology as shown during pitch presentation		
A	Communication approach: The agency will have to show it fully understand the issues faced by Brand Magical Kenya, and the approach suggested is both creative and cost effective.	40	40
B	Operating model: The suggested coordination model between the agency and KTB to deliver the scope of services across different markets.	20	45
	Technology: The agency has shown proof of latest technology in place such as- Software, Information banks, digital tools to manage the execution of the clients' strategy.	25	
C	Organizational fit: The values expressed by the agency when making the presentation and in their interaction with KTB representatives are aligned.	15	15
	GRAND TOTAL		100

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:

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

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

- 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;

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

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%

- 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 is 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
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:

Wednesday 3rd April, 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 INTEGRATED ADVERTISING AND MEDIA BUYING AGENCY SERVICES

1. Introduction and KTB's briefing

The Kenya Tourism Board (KTB) is looking for an integrated advertising agency that will work closely with them in the implementation of the Destination Kenya Marketing Strategy in its priority markets.

KTB seeks to procure a company 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 and presents the new brand identity.

1.1 Over view of the situation of tourist brand Kenya

Brand funnel

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. 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%.

Brand power

Kenya's tourism brand must increase its power among its target segments. It is especially important to grow in strength, which is the perceived differentiation vs competing brands and the perceived relevance for different travel motivations. Today, Kenya is just another safari destination, and its level of relevance for motivations beyond safari is low. Moreover, in terms of brand stature, Kenya must improve the level of knowledge the target has about what can be done at the destination, its diversity. Esteem is already high, as customers are quite satisfied with their experience in Kenya.

Brand positioning and image

Spontaneously, Kenya is currently associated to safari, wildlife and nature. In the second order of importance appear other images such as beaches, culture, hospitality, etc.

On the negative side, Kenya is associated with perceived insecurity, low value for money, crowded, mass tourism, lack of infrastructure, etc.

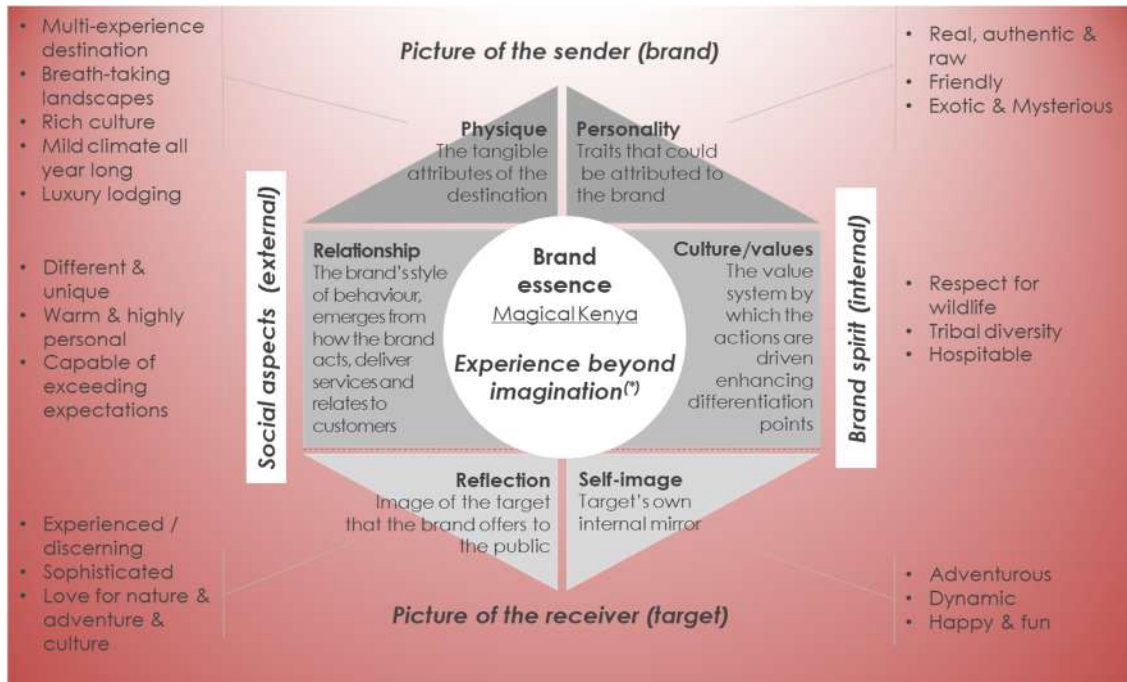
General positioning relies on rational aspects intrinsically related to nature and generic attributes (beautiful), which are very similar to other destinations. In safari, positioning is also generic

1.2 Kenya's new brand identity

Kenya requires a clear umbrella message (big idea), its messaging ecosystem and content strategy that ensures the brand's benefits, differentiators, values, attributes and personality are consistently shared over owned, paid and earned media channels. Moreover, Kenya's experiential diversity must be showcased.

The following figure summarises the Brand Identity proposed in Kenya's marketing strategy:

Figure 1. Brand Identity Prism



(*) The new brand identity derives from the conclusions of a study commissioned by KTB about brand Magical Kenya. The research firm recommends the concept "Experience beyond imagination" as a potential communication big idea, the research findings included it in its marketing strategy report. This concept relates to two attributes (diversity and experiences).

The identity prism integrates the brand values, attributes and personality:

Attributes	Values	Personality
Multi-experience destination Breath-taking landscapes Rich living culture Mild climate all year long Luxury lodging and services	Respect for wildlife Tribal diversity Hospitable	Real, authentic and raw Exotic & Mysterious Friendly

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 Brand

(a) Big idea (BI) creativity and development

The marketing strategy defined a new brand identity and Segmenting Targeting and Positioning (STP) strategy, but Kenya's brand concept will not be fully developed until it has a big communication idea that summarizes the essence of its unique selling proposition, the reason why travelling to Kenya is a must.

A BI is not just a "pretty tagline", it must be designed based on the 2-3 essential attributes to be communicated from the value proposition of Kenya, and it must be long-lasting, versatile, easy to understand, etc. Kenya's BI will be the "umbrella" message throughout the brand communication system.

Some examples of great BI's are:

- 100% Pure New Zealand
- Incredible India
- Everything under the sun (Spain)

The awarded agency will present 3 options of BIs, with their respective rational, and KTB will choose one of it.

For the chosen one, the agency will then develop: story behind the BI, meaning, translation into other languages, rational and emotional approach, visual content and image board, symbols / icons, colours and words related to the BI, application in different communication formats, etc.

(b) Kenya's brand visual

Based on the chosen BI, the awarded agency will adopt the newly refreshed magical Kenya's brand visual and corporate identity so that it is aligned with the BI.

(c) Brand manual of use

With the BI already developed and the visual refreshed, the agency will elaborate the brand's manual of use, including: the brand story/identity, brand elements (visual, big idea, translations, colour palette, typographies, photography, style and tone), visual guidelines and applications. This manual will be for internal use (KTB) and also to be used by the Kenyan industry.

2.2 Communication and content strategy, plan and content generation

(a) Integrated communication and content strategy (On line and off line)

- Define the goal and overall objectives of the communication strategy, with precise targets for the following three years.
- Determine the ecosystem of messages to communicate by brand, target audience and travel motivation.
- Establish the phases of the customer journey that will be a priority, the main tools in earned, paid and owned channels, to be utilised at each of those phases and the objective pursued.
- Define the content strategy: prioritisation of themes / topics, brand stories, type of content to be generated (help, hub, hero), generation method (own, co-created and curated) and distribution channel (own, paid and earned).

(b) Communication and content plan (On line and off line)

- Develop the annual editorial calendar.
- Develop the communication plan: 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.

(c) Content creation (On line and off line)

- Develop the necessary communication pieces for the execution of the plan.
- Design and produce communication elements (printed, digital, video, photos, stories, flyers, stand booth for expos, etc.)
- Produce the final arts adaptations of different communication pieces with the required specifications of each media and source markets, when necessary.

2.3 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.

2.4 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

- Undertake regular reviews and make recommendations to update the look & feel, layout designs, navigation architecture 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 and in the communication strategy and plan), according to KTB's requirements and implementation planning.
- Work with the KTB Digital team to manage and articulate site updates with frequently inspiring and informative high-quality multimedia content for consumers, trade and media.
- Optimize the website for search with a full 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.
- Work with the KTB Digital team to manage content and post own content following the editorial calendar, including aggregated social content from trade communities and visitors
- Stimulate, manage and leverage the creation of attractive user-generated content to activate highly emotional, personal, and credible inputs.

(c) Mobile

- Maintain use of progressive web applications to ensure access to online content in the mobile space.
- Develop a Messenger Bot for handling enquiries and delivering interactive access to destination content and referrals
- 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 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.

2.5 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).

In order to ensure that KTB implements a fully integrated communication strategy, even if the implementation of media relations actions is not part of the current contract, the awarded agency will have to brief and coordinate with KTB's selected media relations agency.

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
- Creative / Art director
- Head of digital services
- 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 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, geographic coverage 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. Moreover, identify the source markets where you have offices. For KTB, it is critical that the agency is competent in its priority markets: USA, UK, Germany, Italy, Africa and India.

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

Identify the relevant experience to the assignment that has each of the members of staff in your company who will work on Kenya's account, together with their role and dedication.

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

List relevant projects to this assignment that your company has in tourism and travel industry clients, specifying type of services provided and date of execution.

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

Provide at least **3** case studies from the last 5 years which you feel are a suitable indication of your company's capacities in demonstrating:

1. Strategic thinking in communication
2. Innovation in communication
3. Branding
4. Design and implementation of digital marketing strategies
5. Design of content strategies and content generation
6. Advertising
7. Media buying

Two of the case studies must be in travel and tourism and one can be from any other industry.

- **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

- **Company's communication approach**

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

- **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.

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) Relevant experience of the 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 Integrated advertising and media buying 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 Integrated advertising and media buying 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 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 **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 _____ 2019 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 2019.

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.....

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
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:-

Name	Nationality	Citizenship Details	Shares
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 _____ 2019 between Kenya Tourism Board (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

SIGNED FOR AND ON BEHALF OF KENYA TOURISM BOARD

CHIEF EXECUTIVE OFFICER)

In the presence of:

)
)
)
)
)

COMPANY SECRETARY
OF

) SIGNED FOR AND ON BEHALF

CHIEF EXECUTIVE OFFICER

)
)
)
)
)
)

(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*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We..... the above named Applicant(s), of address:
Physical address..... Fax No.....Tel. No.....Email, hereby
request the Public Procurement Administrative Review Board to review the whole/part of
the above mentioned decision on the following grounds, namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED

(Applicant)

Dated on..... day of
...../...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day 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 • Commissions[^] • Disbursements 	12.5	15	20	10	As business profits	As business profits

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.