



**KENYA TOURISM BOARD (KTB)**

**TENDER DOCUMENT**

**REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY  
SERVICES FOR THE DEVELOPMENT OF A MAGICAL KENYA E-  
LEARNING AND TRAVEL TRADE CERTIFICATION PROGRAM**

**TENDER NO. KTB/T/0011/2019-2020**

**CLOSING DATE: THURSDAY 11<sup>TH</sup> JUNE, 2020 AT 12.00 NOON  
(KENYAN TIME)**

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

Date: **Tuesday 19<sup>th</sup> May, 2020**

Dear Sir/Madam,

### **NOTICE OF OPEN TENDER.**

#### **TENDER REF.: THE PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A MAGICAL KENYA E-LEARNING AND TRAVEL TRADE CERTIFICATION PROGRAM**

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**TENDER NO.: KTB/T/0011/2019-2020**

#### **Introduction and KTB's briefing**

Kenya Tourism Board (KTB) is a body corporate established as a State Corporation under the Tourism Act No. 28 of 2011 and is charged with the statutory mandate of promoting and marketing Kenya as a tourist destination locally and internationally. To deliver its mandate, KTB undertakes various initiatives to equip the trade in Kenya's priority markets to enable them to understand Kenya's unique offering, how to package it and effectively sell the destination to their clients. Currently, Kenya's priority markets include United Kingdom, United States of America, Canada, Germany, Italy, China, India and Kenya.

#### **The objectives:**

- To ensure that travel agents/ consultants are informed on the full breadth of Kenya's destination potential
- To enhance the agent's expertise and confidence to package & sell Kenya to their clients to the best of their ability
- Increase their knowledge of the destination as well as its diverse product and experience portfolio.
- Generate bookings to Kenya

#### **The Travel Specialist Program:**

To this end, KTB wishes to develop an eLearning travel certification program "The Magical Kenya Authorised Travel Specialist". The MKATS program will be used to certify the Travel Trade that are interested in selling destination Kenya. To ensure high uptake, completion and an engaged travel tribe, the program needs to be more experiential than informational.

The travel agents' certification will be on four Status Levels as elaborated below: -

- a) Bronze status - Complete the 3 compulsory modules.
- b) Silver status - Complete the 3 compulsory, plus 6 additional elective modules of their choice.
- c) Gold status - Complete the 3 compulsory, plus 12 additional elective modules of their choice.
- d) Platinum status - Complete the 3 compulsory, plus 12 additional elective modules of their choice and a provable visit to Kenya within the last 5 years.

The benefits for each Status Certification Level are:

- a) **Bronze Status:** Confidently sell Kenya with KTB's endorsement, access to CRM benefits to obtain updates and information on selected topics/themes, raffles by market etc.
- b) **Silver Status:** prioritisation in invites to Kenya sales events in the market when applicable.
- c) **Gold Status:** obtaining consumer leads by being searchable from "Agents Search tool" in [www.magicalKenya.com](http://www.magicalKenya.com) , and participating in sales incentive programs by market.
- d) **Platinum Status:** consideration in fam trip selection by market to experience diverse offerings and meet Kenya suppliers.

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 20<sup>th</sup> May, 2020** upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7<sup>th</sup> floor either in cash or Bankers Cheque.

The documents may also be viewed/obtained/downloaded from our Corporate website: [www.magicalkenya.com/tender](http://www.magicalkenya.com/tender) or Public Procurement Information Portal (PPIP) website: [www.tenders.go.ke](http://www.tenders.go.ke) **free of charge**. Bidders who download the tender document from the website must forward their particulars immediately to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) for record purposes and any further tender clarifications and addenda

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

The completed tenders should be sent electronically in **password-protected PDF format** to [tenders@ktb.go.ke](mailto:tenders@ktb.go.ke) on or before the closing date and time indicated in the table above. The technical proposal and financial proposal **MUST** have different passwords. **The passwords for the technical proposal should be sent to [tenders@ktb.go.ke](mailto:tenders@ktb.go.ke) on the day of the tender opening by 12.00 Noon Kenyan Time.**

Tenders will be opened immediately thereafter in the presence of the tenderers' or their representatives who choose to attend. Only one representative per tender document will be allowed to attend the opening.

**Tenders that are delivered after 12.00 Noon on 11/06/2020 will not be accepted.**

All bids must be accompanied by a **bid security of USD 2,500 or equivalent**

**CHIEF EXECUTIVE OFFICER**

## **SECTION II - INFORMATION TO CONSULTANTS**

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## **SECTION II - INFORMATION TO CONSULTANTS**

### **1. Introduction**

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 CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A MAGICAL KENYA E-LEARNING AND TRAVEL TRADE CERTIFICATION PROGRAM**

### **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 agency 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 and negotiating the contract including any visit to KTB's premises are not reimbursable as a direct cost of the assignment. KTB is not bound to accept any of the proposals submitted.

2.1.2. 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 email to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) KTB will respond by 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 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 The bidder shall ensure all pages of each proposal submitted are serialized.**

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**

4.6.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP document.

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 gazette 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.**

***Note: Bidders shall express the price of their services in a freely convertible currency such as USD, EURO or GBP.***

#### **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 The bidder shall prepare a technical proposal and financial proposal in the number of copies indicated in the special conditions of contract.

5.3 The tenderers shall sign all statements, documents and certificates uploaded to take

responsibility for their correctness and authenticity.

- 5.4 KTB shall accept only those bids in electronic format received within the tender submission deadline.
- 5.5 Proof of tender security as required by KTB, shall be scanned and uploaded along with the technical proposal, and the original physical copy shall be submitted to KTB's Head Office located on 7<sup>th</sup> floor at Kenya Re Towers off Ragati Road, Upper Hill before the date of closing of the bids.
- 5.6 The completed technical and financial proposals must be submitted on or before the time and date indicated in the appendix to the instructions to bidders. Any proposals received later than the closing date and time for submission of proposals shall be rejected.
- 5.9 After the deadline for submission of proposals the technical proposals shall be opened immediately by an appointed ad hoc tender opening committee. The financial proposals shall not be opened 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, **on Thursday 11<sup>th</sup> June, 2020 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. **On –attendance by bidder representatives will not stop the exercise.**
- 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 shall ensure that financial proposals shall only be accessed and opened after the technical evaluation of the proposals.
- 6.4 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 to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) 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 evaluate technical understanding of the 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 unopened, until the technical evaluation is concluded or finalized.



## 7.4 Evaluation of Technical Proposals

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

### EVALUATION CRITERIA

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

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

#### a) PRELIMINARY/MANDATORY EVALUATION

No.	Description	Yes	No
1.	Copy of Certificate of Registration/Incorporation		
2.	Valid tender security of <b>USD 2,500.00</b> in form of a bank guarantee or PPRA approved insurance Company.		
3.	Audit opinion for the latest audit (If exempted provide Legal letter of exemption)		
4.	Statement of financial performance (P & L)- Signed by 2 directors		
5.	Statement of financial positions (B & S)- signed by 2 directors		
6.	<b>Signed sworn statements (declaration)</b> on your company Letter head letterhead that you have not been debarred from participating in public procurement proceedings (see page 49)		
7.	Submission confidential business questionnaire (see page 42)		

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

#### b) TECHNICAL EVALUATION CRITERIA

No.	Criteria	Max. Score
1	<b>SPECIFIC EXPERIENCE IN DEVELOPING AND MANAGING E-LEARNING PROGRAMS RELATED TO THE ASSIGNMENT</b>	
	<ul style="list-style-type: none"> <li>• Demonstrate at least (five) 5 years' experience and competence in developing and managing eLearning programs for destinations (Cities/Countries/ Regions).</li> <li>• Provide reference letters from at least (three) 3 most recent clients (i.e. reference letters and samples of completed programs etc.) is required.</li> <li>• Provide a list of clients you have worked with within the last two (2) years, and scope of work.</li> </ul>	15

	<p><b>Highlight any additional tools/features that will be included in the proposed e-learning program</b> (e.g. Agent search tool, interactive tools, customer care, gaming, bookings/sales monitor)</p>	5
	<p><b>Describe and provide a listing of the various content formats to be used in the development of the e-learning program</b></p> <p>Preferred content format to include write ups, videos, images, infographics, downloadable(pdf), digital maps</p> <p>Note: Content to be captured as indicated in the TORs.</p>	7
2	<p><b>DEMONSTRATE CAPABILITY TO EFFECTIVELY CARRY OUT THE ASSIGNMENT</b></p>	
	<p>Demonstrate capability of effectively implementing the scope of work by sharing at least 3 case studies undertaken in the last three years similar to the KTB's scope of Work (indicate the budgets, scope of work and results achieved in each case study including average program completion rates by participants)</p>	24
3	<p>Provide the Methodology and the proposed Work plan for the entire project from project initiation, launch phase and post program development support e.g. promotional efforts, customer service support etc</p>	10
4	<p>Indicate any value adds to be provided that will enhance the overall performance of the e-learning program</p>	10
5	<p><b>Provide a multichannel promotional plan for the e-learning program targeting potential trade networks</b></p> <p>The size of your global travel agent database/ network especially in Kenya's priority markets (UK, US, Canada, Germany, Italy, India, China and Kenya). Having a robust global marketing network is a plus.(consultant is expected to execute the promotional plan)</p> <p>This may include publications, newsletters, social media and digital</p>	10
6	<p><b>QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT</b></p>	
	<p><b>Company Profile</b> Provide a brief description of the firm's organization including but not limited to the following: type of company, physical address and accolades won.</p>	10
	<p><b>Qualification of team that will handle this assignment</b></p>	
	<p>Team composition must demonstrate experience and competence in Developing destination eLearning programs Project lead to have a minimum of 5 years' experience in developing and managing e-learning programs for destinations Project team to each have a minimum of 2 years related to the assignment.</p> <ul style="list-style-type: none"> <li>• Provide at least 2 assignments done by each staff</li> <li>• Indicate the role played by staff</li> </ul>	9

<b>TOTAL</b>	<b>100</b>
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**Note: The firms that will score 80 points out of 100 in the technical evaluation of their proposal shall qualify for 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. 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 total cost 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:

$S_f = 100 \times \frac{f_m}{f}$  where  
 $S_f$  is the financial score  
 $f_m$  is the lowest fees quoted and  
 $f$  is the fees of the proposal under consideration.

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

- 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

$S_t$  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 **The 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 shall be done via teleconferencing. 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.
- 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)**

5.8. The proposal submission shall be:

The completed tenders should be sent electronically in **password-protected PDF format** to [tenders@ktb.go.ke](mailto:tenders@ktb.go.ke) on or before the closing date and time. The technical proposal and financial proposal MUST have different passwords. **The passwords for the technical proposal should be sent to [tenders@ktb.go.ke](mailto:tenders@ktb.go.ke) on the day of the tender opening by 12.00 Noon East African Time.**

Information on the subject line should include **TENDER NUMBER AND TENDER NAME**

5.9. Proposals must be submitted no later than the following date and time:  
**Thursday 11<sup>th</sup> June, 2020 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:

$$T = \text{_____} (0.80 \text{ to } 0.90)$$

$$P = \text{_____} (0.10 \text{ to } 0.20)$$

## **SECTION III - TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A MAGICAL KENYA E-LEARNING AND TRAVEL TRADE CERTIFICATION PROGRAM**

### **1 INTRODUCTION**

The Kenya Tourism Board (KTB) is a government Agency under the Ministry of Tourism & Wildlife mandated to market Kenya as the destination of choice locally, regionally and internationally. To deliver its mandate, KTB undertakes various initiatives to equip the trade in Kenya's priority markets to enable them to understand Kenya's unique offering, how to package it and effectively sell the destination to their clients. Currently, Kenya's priority markets include United Kingdom, United States of America, Canada, Germany, Italy, China, India and Kenya.

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- To ensure that travel agents/ consultants are informed on the full breadth of Kenya's destination potential
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- d) **Platinum Status:** consideration in fam trip selection by market to experience diverse offerings and meet Kenya suppliers.

The Program which ultimately will be hosted on [www.magicalKenya.com](http://www.magicalKenya.com) (written in **PHP/MySQL**) website will be;

- In UK and US English language versions to be launched in Phase 1
- Post Launch: Translation into Chinese, German and Italian languages to be launched in Phase 2
- Translation into Spanish and French languages to be launched in Phase 3.

The project schedule and platform should be developed with this in mind.

## 2 CONTENT STRUCTURE

The proposed MagicalKenya Authorized Travel Specialist (MKATS) Program will include 23 different content modules, three (3) of these will be compulsory to enable the Travel Agent obtain the “basic” certification as a MagicalKenya Travel Specialist.

The elective modules will be optional with eighteen (18) modules covering various topics and an additional two (2) elective modules that allow Agents to acquire expertise on select themed destination Kenya experiences such as Adventure and Birding.

An Agent will be deemed to have completed a Module on attaining 80% pass mark.

As the travel agents complete the additional modules, their Travel Specialist status will be up scaled together with the correspondent benefits.

### a. Three compulsory modules

<b>General information</b> 1 module	<b>Top Experiences</b> 1 modules	<b>Building itineraries</b> 1 module
<p><b>MODULE 1</b> This module will include the following sections:</p> <ul style="list-style-type: none"> <li>• Introduction</li> <li>• Why choose Kenya? (Kenya’s Unique Selling Proposition)</li> <li>• Overcoming barriers to booking a holiday in Kenya (Is it safe? What makes Kenya different to other destinations in the region? Is it a mass destination? Is it expensive? etc.)</li> <li>• Kenya’s territories (introduction to each of the 8 regions)</li> </ul>	<p><b>MODULE 2</b> This module will include the following sections:</p> <ul style="list-style-type: none"> <li>• What is a Kenya Top experience?</li> <li>• The most amazing top experiences               <ul style="list-style-type: none"> <li>– Iconic safaris of Kenya</li> <li>– Great lakes of Kenya: birding and wildlife paradise</li> <li>– Maasai Mara National Reserve: The wildebeest migration</li> <li>– Adventure (hiking, trekking, biking, climbing) in the greatest landscapes</li> <li>– Running with world champions</li> </ul> </li> </ul>	<p><b>MODULE 3</b> This module will include the following sections:</p> <ul style="list-style-type: none"> <li>• Introduction</li> <li>• The greatest Kenya journeys (different duration)</li> <li>• Recommended journeys depending on the season</li> <li>• Itinerary options by region</li> <li>• Itinerary building tips (first time mainstream traveller’s / repeat travellers, special interest, special events, etc.)</li> <li>• Accommodation options</li> </ul>



<ul style="list-style-type: none"> <li>• Sustainable Kenya (introduction)</li> <li>• Always a reason to travel to Kenya (all year-round)</li> <li>• How to get there?</li> <li>• How to move around?</li> <li>• Where to sleep? (types of accommodation)</li> <li>• Need to know (visas, currency, safety, etc.)</li> <li>• <i>Multiple choice test</i></li> </ul>	<ul style="list-style-type: none"> <li>- Meaningful cultural encounters with local communities</li> <li>- Kenya's unique desert experience</li> <li>- Swahili culture &amp; dhow trips</li> <li>- Charming coastal towns and their pristine beaches</li> <li>- Adventure in Kenya's coral coast</li> <li>- Vibrant cities of Kenya</li> </ul> <p>Each experience must include the following content:</p> <ul style="list-style-type: none"> <li>- Experience description</li> <li>- Where to live it</li> <li>- Operators list</li> </ul> <ul style="list-style-type: none"> <li>• <i>Multiple choice test</i></li> </ul>	<ul style="list-style-type: none"> <li>• Transportation options</li> <li>• <i>Multiple choice test</i></li> </ul>
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**b. 18 elective modules**

<p><b>Territorial regions</b> 8 modules</p>	<p><b>Demand segments. Who is your client?</b> 8 modules</p>
<p><u>MODULES 4-11</u></p> <ul style="list-style-type: none"> <li>• Introduction</li> <li>• Nairobi: Urban experiences &amp; wildlife all in one day</li> <li>• Southern Kenya: Wildlife experiences full of soul</li> <li>• Rift Valley: Journey through valleys &amp; lakes</li> <li>• Western Kenya: The greatest wildlife show on earth</li> <li>• Central Highlands: Kenya's highest pick</li> <li>• Northern Kenya: Desert experience in the tribal heartland of Kenya</li> <li>• Mombasa &amp; South Coast: Vibrant coastal city and fine beaches</li> <li>• North Coast: Swahili culture in charming coastal towns and islands</li> </ul> <p>Each of them will include the following sections:</p> <ul style="list-style-type: none"> <li>- Introduction</li> <li>- Region location</li> <li>- Region essentials</li> <li>- How to get there</li> <li>- Around the region (experiences, attractions, festivals and events)</li> <li>- <i>Multiple choice test</i></li> </ul>	<p><u>MODULES 11-18</u></p> <ul style="list-style-type: none"> <li>• Introduction</li> <li>• Luxury traveller</li> <li>• Adventure traveller</li> <li>• Multi-generational &amp; family traveller</li> <li>• Solo traveller</li> <li>• Women travel</li> <li>• Special interest traveller (hard adventure, sports (athletics, golf, special occasions, eco-tourism, wildlife observation, culture &amp; heritage, wellness, etc.)</li> <li>• First time in Kenya</li> <li>• Repeat traveller</li> </ul> <p>Each of them will include the following sections:</p> <ul style="list-style-type: none"> <li>- Introduction</li> <li>- Suggested options and itineraries</li> <li>- <i>Multiple choice test</i></li> </ul>
<p><b>Signature Experiences</b> 1 module</p>	<p><b>Sustainable Kenya</b> 1 module</p>

<p><b>MODULE 19</b> This module will include the following sections:</p> <ul style="list-style-type: none"> <li>• What is a Signature experience?</li> <li>• List of certified signature experiences</li> <li>• Multiple choice test</li> </ul>	<p><b>MODULE 20</b> This module will include the following sections:</p> <ul style="list-style-type: none"> <li>• Introduction</li> <li>• National Park management (List of 22 parks)</li> <li>• Sanctuaries <ul style="list-style-type: none"> <li>– Lake Simbi National Sanctuary</li> <li>– Kisumu Impala Sanctuary</li> <li>– Bour-Algi Giraffe Sanctuary</li> <li>– LUMO Community Wildlife Sanctuary</li> <li>– Mwaluganje Elephant Sanctuary</li> <li>– Taita Hills Wildlife Sanctuary</li> </ul> </li> <li>• Conservation efforts &amp; Conservancies <ul style="list-style-type: none"> <li>– Lewa Wildlife Conservancy</li> <li>– Ol Pejeta Conservancy</li> <li>– The David Sheldrick Wildlife Trust</li> <li>– Ol Kinyei Conservancy</li> <li>– Selenkay Conservancy</li> <li>– Mount Kenya Wildlife Conservancy</li> <li>– Mara Naboisho Conservancy</li> <li>– Giraffe Manor</li> <li>– Ishaqbini Hirola Conservancy</li> <li>– Olare Motorogi Conservancy</li> </ul> </li> <li>• Voluntourism</li> <li>• Multiple choice test</li> </ul>
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**c. Two Themed elective modules**

<p><b>Adventure Experiences</b> 1 module</p>	<p><b>Birding</b> 1 module</p>
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**3. REQUIREMENTS:**

**a) Develop the Magical Kenya Travel Specialist Program that is**

- **Easy to navigate: -**
  - Dynamic and user friendly platform with an easy & intuitive navigation especially the homepage and course library
  - Accessible from any mobile device or desktop
  - In the destination website, have “Agent search tool” to enable consumers to search suitable enrolled agents based on Market / Region/ City/ Agent Status etc.
  - Allow for interactive tools like: digital maps, match-making or drag-and-drop activities, images, audio and videos.
  - Allow an enrolled Agents to go directly to the last content/page they were in (ability to save/recall)
  - Have a graphic progress indicator for Agents to locate progress made against the entire training program. This could also have a colour bar/scale with % of completion.
  - A feature to show Modules successfully taken and Modules yet to be taken or finalised.
  - Gaming to keep the trade engaged & enrich the learning experience
  - Automated tracking of booking – to track bookings made by the agents

- Course resource centre for both B2B and B2C collateral e.g. Interactive maps, itinerary suggestions, image & video library, destination FAQ, useful website links, fact sheets and Kenya events among others.

## **b) Develop content for the modules as defined in the guidelines above**

- Expertly curated content and design. More experiential content, beyond being informational.
  - Creation of unique logo for the Magical Kenya Authorised Specialist program; certificate
  - Show key “sales tips” in Module’s content that need to be highlighted
  - Present the content in an interesting manner, easy to understand/grasp
  - Show content of the multiple choice tests; and on submission of answers, the platform should show the agent his/her Score and the correct Answers for all questions, and highlight Answers for those that were incorrectly answered
  - Provide new set of questions where the Agent did not attain the 80% pass mark.
  - Allow downloads: PDF content - fact sheets of the regions, experiences, videos and any other suitable content for offline learning. These could be placed in the Resource Centre
  - Ask agents to provide feedback on completing each training level, and a general email for enquiries.
  - Allow for updating of Modules’ content as and when necessary (e.g. consumer trends have an impact in demand segments, new Top Experiences or Signature Experiences, new itineraries).
  - Show contacts and/url links for local operators/ providers that manage the different tourism experiences.
  - Issue Certificates for each Status Level attained for Agents to download in pdf version and print or save, copy will also be sent to the Agent by email.
  - Issue Digital Badges for Elective Themed Module passed (e.g. Adventure, Birding etc.)
  - Provide summaries after each module as a recap
  - Ability to add more modules as well as edit course on the fly, both copy, images and videos, anytime
  - KTB will provide basic content for the modules
- **House in one place all the modules in the following languages:**
    - Phase 1: English in US English and UK English versions
    - Phase 2: Chinese, German and Italian languages
    - Phase 3. Spanish & French languages

## **c) Continued Trade engagement:**

- Request for details of each Agent to create their profile
- Advise the agent by prompt and email on what is required to achieve the next Status Level Certification
- Automatically prompt or nudge each agent that lags behind

## **d) Migration to the new Global Kenya Agents Travel Specialist eLearning program from market based programs**

- Migrate certified agents from other market-based platforms to corresponding status level in the new program and notify the respective agent once this is done so that they can upscale their level. This will mostly involve transfer of database.
- Show the level, how to qualify for each status level and its corresponding benefits

**e) Travel agent relations**

- Capture Agents database by Market, City, Town and both Level Status and Specialisation, and their interest
- All agents to be asked to fill an **opt in** form in order to receive updates, information; trade offers etc. based on their interests. Registration and consent from each agent is key. Ensure that Data protection regulations are adhered to.
- Notifying the entire d/base of new Modules as they are added

**f) A proposal for promotion of the Program through your online and offline platforms and networks to increase uptake of the program**

- a. Global market reach covering Kenya's priority markets
- b. Platforms/ networks may include Website, emailers, social media, newsletters, trade magazines e.t.c.
- c. Explore possibilities of market place component in the program
- d. Trade incentives to be provided as and when needed

**g) Lead management, support and administration for one year**

- a. Recruiting of agents as well as managing registration, and monitoring progress
- b. Periodic communication with agents
- c. Provide the agents with customizable promotional marketing materials exclusive to Kenya (downloadable)
- d. Exam management and administration
- e. Updates on content wherever necessary
- f. User-friendly administrative dashboard.
  - i. Access to resource centre
  - ii. Access to the database with ability to sort, manipulate and export
  - iii. View graduate data including contact details
  - iv. Periodic reports on the performance of the program and KTB's access to the dashboard

**h) Notes:**

1. The supplier will host and manage the program for one year and then handover to the Kenya Tourism Board to be hosted on the destination website [www.magicalkenya.com](http://www.magicalkenya.com) (written in **PHP/MySQL**).
2. Supplier selected will be required to train a team from KTB comprising of members from ICT, Digital, Business Development and Market Development teams to easily update, amend, add or manipulate the platform/program as necessary or required.
3. KTB will own the copyrights to the program and the content developed.
4. Implementation Period – **4 Months** from the date of signing the contract.
5. Launch of the program in Phases
  - a. Phase I: 3 mandatory Modules & 7 elective Modules in English, within first 2 months.
  - b. Phase II: 11 elective Modules & 2 Themed Modules in English within 4 months of signing the contract

- c. Phase III: Launch in the Different Languages
- d. Phase IV: Training of the KTB team within the 1-year contract and handover of the Program on the last month of the one-year contract.

**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 Consultancy services for the Development of a Magical Kenya E-Learning & Travel Trade Certification Program** 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

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**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 Consultancy Services for the Development of a Magical Kenya E-Learning and Travel Trade Certification Program** in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

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

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

**(b) SUMMARY OF COSTS**

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

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

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

**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 Sub-consultant 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 Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of conflicting activities**

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

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

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

### **3.4. Insurance to be taken out by the consultant**

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

### **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 Sub consultant").

### **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, Sub consultant' 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 **as stipulated in the contract**

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  
CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A MAGICAL  
KENYA E-LEARNING & TRAVEL TRADE CERTIFICATION PROGRAM**

-----  
-----  
----- In  
accordance with Tender Number -----Date-----  
I/We-----  
-----  
Tender an amount of Kshs. -----  
-----

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 30630, 00100  
**Nairobi, Kenya.**

WHEREAS \_\_\_\_\_  
[Contractor name of (hereinafter called "the Contractor")] has undertaken, in  
pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2020 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 2020.

Signature and seal of the Guarantors

*[name of bank]*  
*[address]*

*[date]*

**APPENDIX III**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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. ....			

Date .....Signature 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.....2020

In the capacity of.....

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

## APPENDIX IV

### CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 DIRECTOR**

(In the presence of:    )

**SECRETARY**

**APPENDIX V**

**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.



**APPENDIX VI**

**SWORN STATEMENT (Full submission in your company letterhead)**

Having studied the tender document, We/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. We will not engage in corrupt practices with the Board/Members of Staff.
- c. We have not been debarred from participating in Public Procurement Proceedings.
- d. We are not an employee of Kenya Tourism Board, or a member of the Board or committee of Kenya Tourism Board
- e. We are not a Minister, Public Servant or any Government or any department of the Government or a person appointed to any position by the President or a CS
- f. We are not a person, including a corporation who is related to the person described in (e) and (f) above
- g. When our legal, technical or financial conditions or the contractual capacity of the firm changes, we volunteer to inform you of the status and acknowledge your right to review the pre-qualification made.
- h. We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not subject of legal proceedings related to the foregoing

**Date**.....

**Applicant's Name**.....

**Represented by**.....

**Signature**.....

**(full name and designation of the person signing and stamp or seal)**



**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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary