



**KENYA TOURISM BOARD**

**REQUEST FOR PROPOSAL (RFP) FOR THE PROVISION OF CONTENT  
PRODUCTION SERVICES FOR THE MAGICAL KENYA JUNIOR EXPLORERS  
PROGRAM**

**KTB TENDER NO: KTB/T/0003/2020-2021**

**CLOSING DATE: WEDNESDAY 30TH SEPTEMBER 2020 AT 12.00 NOON  
(KENYA TIME)**

**Kenya Tourism Board**  
P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000  
**Website:** [www.magicalkenya.com](http://www.magicalkenya.com)

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**SECTION I - LETTER OF INVITATION**

Date:

Dear Sir/Madam,

**NOTICE OF OPEN TENDER.**

**TENDER REF.: PROVISION OF CONTENT PRODUCTION SERVICES FOR THE MAGICAL KENYA JUNIOR EXPLORERS PROGRAM TENDER NO KTB/T/0003/2020-2021**

The Kenya Tourism Board is the state body responsible for developing and implementing destination marketing for Kenya, under the brand, Magical Kenya. KTB has recently launched the Magical Kenya Junior Explorer's Program to inculcate a culture of travel among children in an effort to create demand for travel tomorrow. KTB is seeking the services of a **Production House** to produce fresh, educative and memorable content targeting children aged 6 – 15 years.

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 30<sup>th</sup> September, 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

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 30<sup>th</sup> September, 2020 at 12.00 noon** and deposited in the tender box located on 7<sup>th</sup> Floor Kenya Re Towers, off Ragati Road.

Opening of the tenders will take place immediately thereafter in the presence of bidders who wish to attend.

All bids must be accompanied by a **bid security of Kshs 200,000.00**

**CHIEF EXECUTIVE OFFICER**

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

### **2.1 Introduction**

- 2.1.1 KTB will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by KTB in the appendix.
- 2.1.2 Bidders are invited to submit a Technical and a Financial Proposal for the selection of Film Production Service firm to provide film, photograph and edit the materials required for the campaign, as specified in the terms of reference (TORs). The **highest ranked firm on the combined technical and financial scores on the proposals** shall be invited to negotiate a contract. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 2.1.3 The bidder must familiarize themselves with local conditions and take into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to liaise with KTB regarding any information that they may require before submitting a proposal by seeking a clarification in writing to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke)
- 2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including any visit to KTB are not reimbursable as a direct cost of the assignment; and (ii) KTB is not bound to accept any of the proposals submitted.
- 2.1.5 KTB employees, committee members, board members and their relatives (spouse and children) are not eligible to participate
- 2.1.6 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KTB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this invitation for tenders.

### **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 A bidder may request a clarification of the request for proposal document only up to seven [7] days before the proposal submission dateline. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) . KTB will respond by electronic mail 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 invited consultant who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, KTB may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all bidders and will be binding on them. KTB may at his discretion extend the deadline for the submission of proposals.

### **2.3 Preparation of proposals**

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

2.3.2 **All pages of each proposal submitted shall be serialized.**

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

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

- *Providing company profile*
- *Relevant website data that demonstrates the ability to meet the requirements of this brief*
- *Current list of clients*

2.3.5 The Technical Proposal shall not include any financial information.

**2.4 Financial Proposal**

2.4.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP document. It lists all costs associated with the assignment including: (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 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.***

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by bidders and related to the assignment will be listed in the Financial Proposal submission form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. KTB will make his best effort to complete negotiations within this period. If KTB wishes to extend the validity period of the proposals, the bidders shall agree to the extension.

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

- 2.5.1 The technical proposal and financial proposal shall be prepared in indelible ink or typed. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal the bidder shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern. 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 30<sup>th</sup> September, 2020 at 12.00 Noon**."
- 2.5.3 The consultant shall prepare a technical proposal and financial proposal in the number of copies indicated in the special conditions of contract.
- 2.5.4 The tenderers shall sign all statements, documents and certificates uploaded to take responsibility for their correctness and authenticity.
- 2.5.5 KTB shall accept only those bids in electronic format received within the tender submission deadline.
- 2.5.6 Proof of tender security as required by KTB, shall be scanned and uploaded along with the technical proposal
- 2.5.7 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.
- 2.5.8 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.

## **2.6 Deadline for Submission of proposals**

- 2.6.1 **Tenders must be received by KTB at the 7<sup>th</sup> Floor Kenya Re Towers, off Ragati Road Upper Hill no later than Wednesday 30<sup>th</sup> September at 12.00 Noon (KENYA TIME)**
- 2.6.2 KTB may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

- 2.7.1 From the time the proposals are opened to the time of the contract award, if any individual bidder wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in appendix A to bidders. Any effort by a bidder to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the bidder's proposal.

2.7.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## 2.8 Opening of Tenders

2.8.1 KTB will open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00 noon on **Wednesday 30<sup>th</sup> September 2020** and in the location specified in appendix A.

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

2.8.2 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.

2.8.3 KTB will prepare minutes of the tender opening.

## 2.9 Evaluation of Technical Proposals

2.9.1 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.

### (a) Mandatory requirements

No.	Description	Yes	No
1.	Copy of Certificate of Registration/Incorporation		
2.	Tax Compliance certificate		
3.	Audit opinion for the latest audit (If exempted provide Legal letter of		
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 40)		
7.	Submission confidential business questionnaire (see page 38)		
8.	<b>Bid security of Kshs 200,000.00</b>		

### (b) Technical Evaluation – Criteria

Agency's Relevant Experience For The Assignment	Sub Total	Max Score	Scores Awarded
Experience and understanding of the assignment by the Production House. <i>Provide details of three (3) Similar assignments done in the past three years. Provide samples of assignments previously done.</i>	20	<b>20</b>	20
Clients of similar size and complexity. <i>Provide three recommendation letters from three of your major clients.</i>	5	<b>10</b>	10



Ability to develop and execute world class content — <i>Share Company Credentials. Links to content can be included or loaded onto CD and delivered with the proposal.</i>	5		
<b>Methodology and Approach</b>			
Comments on the TORs. <i>These are additional ideas or production notes based on the Director's interpretation of the brief. Comments provided enhance the idea/output of the final product.</i>	2	<b>6</b>	6
The Production House should demonstrate their ability to plan and schedule a production. <i>This will be in the form of a Production Schedule with timelines for the entire project.</i>	4		
<b>Human Resource Capacity</b>			
<b>Key staff:</b> Individuals that have requisite qualifications with at least five years' experience in advertising production and digital industry. <i>The firm may propose experts with skills relevant to assignment. This will include Production assistant, location coordinator, wardrobe and other relevant personnel closely working with the project. (please attach CV/portfolio of relevant experience)</i>	10	<b>10</b>	10
Overall composition and structure of the team, including allocation of tasks and its adequacy and relevance in meeting the TORs. Teams with individuals that are employees of the Production house are preferred.	9	<b>9</b>	9
<b>Sub-Total</b>		<b>55</b>	
Creativity of the Director's treatment: -  <ul style="list-style-type: none"> <li>• <i>Proposal for the content idea</i></li> <li>• <i>Level of creativity and innovation</i></li> <li>• <i>Understanding of the creative concept</i></li> </ul>			30
Added value (proposals beyond the content to be provided)			10
Potential partners that will be involved in the program e.g. influencers, trade members			5
<b>Sub-Total</b>		<b>45</b>	
<b>GRAND TOTAL</b>			<b>100</b>

**Note: Firms that will score 80 points and above out of 100 in the technical evaluation shall proceed to the financial stage**

2.9.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.9.3 Each responsive proposal will be given a technical score (ST). Any technical proposal that fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

## 2.10 Opening and Evaluation of Financial Proposals

2.10.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants 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 un-opened after the completion of the selection process and contract award. At the same time, the procuring entity 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 the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.10.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

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

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

The lowest fees quoted will be allocated the maximum score of 100

2.10.4 The individual consultant'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%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

## **2.11 Negotiations**

- 2.11.1 **Negotiations will be held via teleconference.** The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.11.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff, quoted price and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.11.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

## **2.12 Award of Contract**

- 2.12.1 The contract will be awarded before commencement of negotiations. After negotiations are completed KTB will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
- 2.12.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.
- 2.12.3 The successful Consultant shall be required to submit a Performance Bond equivalent to 1% of the contract price (sum) or in a form acceptable to KTB.
- 2.12.4 Only the consultants approved by KTB who were forward together with the tender shall carry out the assignment and any substitution shall be submitted to KTB for approval.
- 2.12.5 Any person who enters into a contract resulting from this procurement shall not enter into any other subsequent contract for the procurement of goods, works or services related to the original contract.

## **2.13 Confidentiality**

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

## **2.14 Corrupt or fraudulent practices**

- 2.14.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the

assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 2.14.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.14.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **APPENDIX "A"**

### **Clause Reference**

2.1.1 The name of the Client is: **KENYA TOURSIM BOARD  
P.O. BOX 30630 – 00100  
NAIROBI.  
Tel. 2711 262/2749 000**

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

2.1.2 Technical and Financial Proposals shall be prepared separately

The name, objectives, and description of the assignment are:

Name of the assignment: **Request for Proposal for the provision of Content Production Services for the Magical Kenya Junior Explorers Program**

2.5.2 Number of Copies required shall be one for each (Technical and Financial proposal) i.e. an "original" and a "copy".

2.5.4 The proposal submission address is:

**Chief Executive Officer  
Kenya Tourism Board  
P.O. Box 30630  
NAIROBI**

The tender document shall **be named Ref. Number: - Tender No. KTB/T/0003/2020-2021**

And should be deposited in the Tender Box situated on the 7th floor, **on or before Wednesday 30<sup>th</sup> September, 2020 at 12.00 noon Kenyan Local Time**

2.10.4 The weights given to the Technical Score (T) and Financial Score (F) Proposals are:

**T= 0.80  
F = 0.20**

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **1. Introduction and KTB'S Briefing**

The Kenya Tourism Board is the state body responsible for developing and implementing destination marketing for Kenya, under the brand, Magical Kenya. KTB has recently launched the Magical Kenya Junior Explorer's Program to inculcate a culture of travel among children in an effort to create demand for travel tomorrow. KTB is seeking the services of a **Production House** to produce fresh, educative and memorable content targeting children aged 6 – 15 years.

### **2. Background**

The COVID 19 pandemic has greatly affected the socio-economic space in Kenya. Due to the temporary closure of learning institutions, parents are constantly seeking educative, fun, interactive, compelling and memorable content that will keep their children engaged during and post COVID-19. This 'new normal' provides KTB with an opportunity to offer fresh and educative content to a highly targeted and captive audience. KTB recently launched the Magical Kenya Junior Explorers Program to create content that appeals specifically to the younger generation. The content will be distributed through traditional electronic and digital platforms.

### **3. Objectives Of The Magical Kenya Junior Explorers Program**

- To create fresh, educative, memorable and compelling content that will inspire learning in the younger generation.
- To create a culture of travel among children in an effort to create demand for travel tomorrow.
- To foster a culture of appreciation among children on the diversity of Kenya's tourism attractions through consumer driven content.

### **4. The Brand's Role**

By understanding the changes in the market and the evolution of the consumer, KTB through Magical Kenya Junior Explorers Program intends to showcase the authentic and diverse offering of Kenya through educative and interactive content that appeals to children.

### **5. Content Format**

KTB is seeking diverse content formats such as the use of animation which can bring in new perspectives and engage children in a fun and interactive manner. Other formats could include events, competitions with prize elements among others.

The content should be activity based (what can children do/learn) and allow the brand to deliberately showcase our country in a different light, using language that children can connect with. All depictions of travel must be within the health and safety protocols set out by the Ministry of Tourism and the Ministry of Health.

### **6. Deliverables**

- a) Production of weekly content approx. 20 – 25 minute per episode. Content should be usable on TV and digital platforms. Companies are requested to breakdown costs as follows:

- Content production costs for 3 months (12 weeks), 6 months (24 weeks) and 12 months (48 weeks). Please separate the costs for each of the 3 periods.
- b) Three (3) months content calendar (one episode per week) capturing the various topics/attractions to be covered in each episode. Focus should be on Nairobi region (for purposes of the tender) and capturing but not limited to the following experiences; culture, history, nature and wildlife, fun activities, adventure among others.
  - c) Treatment of the execution should be included (structure of an episode).
  - d) Short 6 and 15 seconds promotional trailers/teasers to be used on Magical Kenya's digital platforms before official launch of the content

## **7. Usage Rights**

- Content rights for a period of 2 years, running online and above the line media (including the cast).
- Content rights in perpetuity where no cast is featured (raw footage is preferred)

## **8. Usage**

- Digital Media and TV

## **9. Scope of Service**

1. Engage and secure model release rights 2 year rights for film and photography, international usage, TV, digital, OOH, print, BTL
2. Ability to provide wardrobe, transport, catering, accommodation and sundries during shoot period
3. Engage and secure Director, DOP, Producers, crew, cast, extras and all other relevant personnel for the project.
4. Secure & recce locations
5. Secure film licenses and park/conservancy fees where required

**SECTION IV - TECHNICAL PROPOSAL (TP)**

**Notes on the Preparation of Technical Proposal**

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

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Consultancy services activities & times schedule.

***(To be prepared by the consultant as appropriate)***



**1. TECHNICAL PROPOSAL SUBMISSION FORM**

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

To:  
**Chief Executive Officer  
Kenya Tourism Board  
P.O Box 30630 – 00100  
Nairobi.**

Dear Sir

We, the undersigned, offer to provide **Content Production Services for the Magical Kenya Junior Explorers Program - Tender No. KTB/T/0003/2020-2021** in accordance with your Request for Proposal dated ..... 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 that you receive.

We remain,

Yours sincerely,

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

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

\_\_\_\_\_ ***[Name of Firm]:***

\_\_\_\_\_ ***[Address]:***

**2. FIRM'S REFERENCES**

**Relevant Services Carried Out in the Last Five 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:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date(Month/Year):	Approx. Value of Services (USD.)
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;** \_\_\_\_\_

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

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**On the Terms of Reference:**

- 1.
- 2.
- 3.
- 4.
- 5.

**On the data, services and facilities to be provided by the Client:**

- 1.
- 2.
- 3.
- 4.
- 5.

**4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGN**

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**5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**List of personnel (submit as appendix B)**

**1. Technical/Professional Staff**

<b>Name</b>	<b>Position</b>	<b>Task</b>

## **SECTION V - FINANCIAL PROPOSAL (FP)**

### **Notes on the Preparation Financial Proposal**

In preparing the financial proposal, the individual consultants are expected to take into account the time required to complete the assignment as outlined in the Tender Document.

The financial proposal shall be in Kenya Shillings or any other currency allowed in the Request for Proposal document. It shall include a monthly fee/remuneration.

Companies are requested to breakdown costs as follows:

- Content production costs for 3 months (12 weeks), 6 months (24 weeks) and 12 months (48 weeks). Please separate the costs for each of the 3 periods.

**The financial proposal should also include details of all applicable taxes.**

Below are the standard formats to be used in the financial proposal

1. Financial proposal submission Form
2. Summary of costs

1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To:  
Chief Executive Officer  
Kenya Tourism Board  
P.O Box 30630 – 00100  
Nairobi.

Dear Sir

We, the undersigned, offer to provide **Content Production Services for the Magical Kenya Junior Explorers Program** in accordance with your Request for Proposal dated ..... and our Proposal.

Our attached Financial Proposal is for the sum of  
( \_\_\_\_\_  
\_\_\_\_\_) [Amount in words and figures] inclusive of taxes and shall remain valid for 90 days from the opening date of the proposals.

We remain,

**Yours sincerely,**

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

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

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

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

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

*Note: Please indicate the terms of payment*

**SECTION VI - STANDARD CONTRACT FORM**

**CONTRACT FOR CONSULTANT'S SERVICES  
(Lump-Sum Payments)**

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_

The contract form shall be completed by KTB after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Consultants Clause 2.9 & 2.10



## STANDARD CONTRACT FORM (SAMPLE)

### (Lump-sum payments)

This Agreement, [hereinafter called "the Contract"] is entered into this \_\_\_\_\_ [insert starting date of assignment], by and between \_\_\_\_\_ [insert Client's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client's address] (hereinafter called the "the Client") of the one part **AND** \_\_\_\_\_ [insert Consultants name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultants address] (hereinafter called "the Consultant") of the other part.

**WHEREAS** the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

**WHEREAS** the Consultant is willing to perform the said Services,

**NOW THEREFORE THE PARTIES** hereby agree as follows: -

1. **Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part of this Contract.  
(ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.  
(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."
2. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [insert starting date] and through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

### 3. Payment

#### A. Ceiling

For services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

#### B. Schedule of Payments

The Schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft Report, acceptable to the Client; and

Kshs. \_\_\_\_\_ upon the Client's receipt of the Final Report, acceptable to the Client.

Kshs. \_\_\_\_\_ Total

### **C. Payment Conditions**

Payment shall be made in Kenya Shillings or USD, unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client 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.

#### **4. Project Administration**

##### **A. Coordinator**

The Client designates \_\_\_\_\_ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

##### **B. Reports**

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

#### **5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employee assigned under this Contract that the Client considers unsatisfactory.

#### **6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

#### **7. Ownership of Material**

Any studies report or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

- |  |  |
|--|--|
| <b>8. Consultant Not to be Engaged in certain Activities</b> | The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.   |
| <b>9. Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.  |
| <b>10. Assignment</b>  | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.  |
| <b>11. Law Governing Contract and Language</b>               | The Contract shall be governed by the laws of Kenya and the Language of the Contract shall be English language.  |
| <b>12. Dispute Resolution</b>                                | Any dispute arising out of the Contract which cannot be amicably settled between the Parties shall 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. |

**For the Client**

**For the Consultant**

Full Name.....	Full name.....
Title.....	Title.....
Signature.....	Signature.....
Date.....	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 the Client under this Contract;
- (i) "Party" means the Client 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**

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

1.4 **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.

1.5 **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.

1.6 **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 the Client may approve.

1.7 **Authorized Representatives**

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

1.8 **Taxes and Duties**

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

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

2.1 **Effectiveness of Contract**

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

2.2 **Commencement of Services**

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

2.3 **Expiration of Contract**

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

2.4 **Modification**

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

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

### **2.5.2 No Breach of contract**

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

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Client**

The Client 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 the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client, 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 the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

### **2.6.2 By the Consultant**

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

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

### **2.6.3 Payment upon termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client 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 the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants 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 the Client 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 the Client 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 the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

### **3.2.2 Consultant and Affiliates not to be 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 Consulting 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 the Client's business or operations without the prior written consent of the Client.

## **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 consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client 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 the Client'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 consultants").

### **3.6 Reporting Obligations**

The Consultants shall submit to the Client 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 the client**

All plans, drawings, 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 the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client 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 consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

### **4.2 Removal and/or replacement of personnel**

- (a) Except as the Client 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 replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (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 THE CLIENT**

### **5.1 Assistance and Exemptions**

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

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

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**

The Client 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 consultants' 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 is 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 the Client 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 the Client 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 Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

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

1.5 The addresses are:

Client: **Kenya Tourism Board**  
Attention: **Chief Executive Officer**  
Telephone: **020-2711262**  
Telex; **020-2719920**  
Facsimile: **020-2719920**

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.7 The Authorized Representatives are:

For the Client: **shall be stipulated in the contract**

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

2.1 The date on which this Contract shall come into effect is **as indicated in the terms of reference**

2.2 The date for the commencement of Services is **as indicated in the terms of reference**

2.3 The period shall be for **as per the projects schedule**

3.4 The risks and coverage shall be:

(i) Professional Liability \_\_\_\_\_

(ii) Loss of or damage to equipment and property \_\_\_\_\_

6.2 (a) The amount in foreign currency or currencies is **as per the financial proposal**

6.2 (b) The amount in local Currency **as per the financial proposal**

6.4 Payments shall be made according to the following schedule: ***as per financial proposal***

#### **IV. Appendices**

##### **APPENDIX A – DESCRIPTION OF THE SERVICES**

*As per the terms of reference*

##### **APPENDIX B – REPORTING REQUIREMENTS**

*As per the terms of reference and technical proposal*

##### **APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS**

*As per the terms of reference and technical proposal*

##### **APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

*As per the financial proposal*

##### **APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*As per the financial proposal*

##### **APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*As per the terms of reference*

**APPENDIX G**

**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: -

<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
-------------	--------------------	----------------------------	---------------

1. ....	.....	.....	.....
---------	-------	-------	-------

2. ....	.....	.....	.....
---------	-------	-------	-------

3. ....	.....	.....	.....
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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 H**

**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)**



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

To:

**RE: Tender No.**\_\_\_\_\_

**Tender Name:**\_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

## 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 \_\_\_\_\_ 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% 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]*

**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 the Procuring Entity) 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