



TOURISM REGULATORY AUTHORITY

REQUEST FOR PROPOSAL

TENDER NO. TRA/RFP/01/2018-2019

**REQUEST FOR PROPOSALS FOR PROVISION OF
CONSULTANCY SERVICES FOR DEVELOPING A NEW
STRATEGIC PLAN (2018-2023)**

CLOSING DATE: MONDAY 24TH SEPTEMBER, 2018

Table of Contents

SECTION I: INVITATION TO TENDER	4
SECTION II: INFORMATION TO CONSULTANTS (ITC)	5
2.1 Introduction	5
2.2 Clarification and amendment of RFP documents	5
2.3 Preparation of Technical Proposal	6
2.4 Submission, Receipt and opening of proposals	7
2.5 Proposal Evaluation General	7
2.6 Evaluation of Technical Proposal	7
2.6.1 Preliminary/ Mandatory Requirements	7
2.6.2 Evaluation of Technical Proposal	8
2.6.3 Technical Evaluation Criteria	8
2.7 Due Diligence	9
2.8 Negotiations	9
2.9 Award of contract	10
2.10 Confidentiality	11
2.11 Corrupt or fraudulent practices	11
2.12 Restriction on entering into related Contracts	11
2.13 Appendix to information to consultants (Appendix A)	11
2.14 Clause Reference	12
SECTION III: TERMS OF REFERENCE	14
3.1 BACKGROUND AND CONTEXT:	14
3.1.1 BACKGROUND	14
3.1.2 MANDATE	14
3.1.3 OBJECTIVES	15
3.1.4 SCOPE AND FOCUS OF THE ASSIGNMENT	15
3.1.5 DELIVERABLES	15
3.1.6 ESTIMATED CONSULTANCY TIMELINE	16
3.2 PAYMENT OF PROFESSIONAL FEES AND REIMBURSABLES	17
3.3 SUPERVISION AND REPORTING ARRANGEMENTS	17
3.4 FIRM QUALIFICATION	17
3.5 KEY PERSONNEL/ REQUIRED QUALIFICATIONS AND EXPERIENCE	17
3.6 REQUIRED QUALIFICATIONS FOR OTHER MEMBERS OF THE SUPPORT TEAM SHOULD BE AS FOLLOWS;	18
SECTION IV	19
4.1 BID FORMS	19
4.1.1 Technical Proposal Submission Form	19
4.1.2 Firm's References	21

Services and Facilities to be provided by the Procuring Entity.....	22
Description of the Methodology and Work Plan for Performing the Assignment.....	22
4.1.3 Team Composition and Task Assignments.....	22
4.1.4 Format of Curriculum Vitae (CV) for Proposed Professional Staff.....	23
4.1.5 Time Schedule for Professional Personnel.....	24
4.1.6 Confidential Business Questionnaire Form.....	25
4.1.7 List of Currently On-Going Projects	26
SECTION V:	29
5.1 FINANCIAL PROPOSAL	29
5.2 FINANCIAL PROPOSAL SUBMISSIONFORM	29
5.3 SUMMARY OFCOSTS.....	30
5.4 BREAKDOWN OF PRICE PERACTIVITY	30
5.5 BREAKDOWN OF REMUNERATION PERACTIVITY	30
5.6 REIMBURSABLES PERACTIVITY	31
5.7 MISCELLANEOUSEXPENSES	31
5.8 SPECIAL NOTES	32
General Conditions of Contract	33
Commencement, Completion, Modification and Termination of Contract.....	35
Obligations of the Consultant	38
Consultant's Personnel	40
Obligations of the Client.....	41
Payment to the Consultant.....	42
Settlement of Disputes	43
Special Conditions of Contract	44
Appendices	46
Appendix A- Description of the Services	46
Appendix B- Reporting Requirements.....	46
Appendix C- Key Personnel and Sub-consultants	46
Appendix D- Breakdown of Contract Price in Foreign Currency.....	46
Appendix E- Breakdown of Contract Price in Local Currency.....	46
ANNEX II	47
LIST OF APPENDICES	51
LETTER OF NOTIFICATION OF AWARD	53
FORM RB 1 REPUBLIC OF KENYA	54
SECTION VII - STANDARD CONTRACT FORM.....	55
Individual Professional Consultants.....	55
Request for Review Form.....	59

SECTION I: INVITATION TO TENDER
**REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR DEVELOPING A
NEW STRATEGIC PLAN (2018-2023)**

TENDER NUMBER TRA/RFP/01/2018-2019

The Government of Kenya through The Tourism Regulatory Authority (TRA) invites your firm to submit a proposal for provision of consultancy services for developing a new strategic plan (2018-2023).

Prospective bidders may obtain further information from Tourism Regulatory Authority Offices and inspect the bidding documents at the address given below, Mondays to Fridays between 0900hrs to 1600hrs except on public Holidays.

Completed serialized/paginated and properly bound Request for Proposal document plus **one copy** should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the Reception on the fifth Floor of Utalii House in Nairobi on or **before 11.00.a.m Monday 24TH SEPTEMBER 2018**. Bulky tenders can be handed over to the Head Supply Chain's office for registration and safe keeping till the tender opening date or be addressed to:

THE DIRECTOR GENERAL,
TOURISM REGULATORY AUTHORITY
P.O BOX 30027-00100,
NAIROBI

So as to be received on or before Monday 24th September, 2018

Prospective bidders are advised to be keen on the information provided under the Appendix to information to Consultants and the special condition of the contract (S.C.C)

The RFP includes the following:

Section I	-	Invitation to tender
Section II	-	Information to Consultants
Section III	-	Terms of Reference
Section IV	-	Technical Proposals
SECTION V	-	Bid Forms
SECTION V1 -		Standard Form of Contract for Consulting Services
SECTION V11 -		Standard Contract Form

RFP documents will be opened promptly in public and in the presence of prospective Bidders' and/ or representatives who choose to attend the opening at TRA Headquarters, Utalii House 5th Floor Boardroom.

SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a consultancy 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 the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and Financial proposal as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultancy must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client’s representative named in the appendix regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference whose dates are specified in the Appendix ‘A’.
- 2.1.4 The procuring entity will provide the inputs specified in the Appendix “A”, needed to assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that; (i) The cost of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The procuring entity shall allow the bidders to view the tender document free of charge.

2.2 Clarification and amendment of RFP documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date. Any request for clarification must be sent in writing by Post or electronic mail to the procuring entity address as indicated. The Client will respond by Post or 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 consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client 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 invited consultants and will be binding on them. The Client may extend the deadline for the submission of proposals.

- 2.2.3 The procuring entity shall reply to any Clarifications sought by the bidder within 3 days of receiving a request to enable the bidder make timely submission.

2.3 Preparation of Technical Proposal

- 2.3.1 The technical proposal shall be written in English language.

- 2.3.2 In preparing the technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested shall result in rejection of a proposal.

- 2.3.3 The Technical Proposal shall not include any financial information.

- 2.3.4 The Technical Proposal shall include the following information using the attached Standard Forms;

- (i) A brief profile of the consultant which shall include an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate among others, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on data, services and a list of services and facilities to be provided by the client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) Duly signed current Curriculum Vitae (CVs) by the key proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member shall be availed.
- (vii) Any additional information requested in Appendix "A".

2.4 Submission, Receipt and opening of proposals

- 2.4.1 The original proposal shall be prepared in indelible ink. 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.
- 2.4.2 For each proposal, the consultancy shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal shall be marked '**ORIGINAL**' or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, original shall govern.
- 2.4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and shall bear the submission address and other information indicated in the Appendix "A" and warning, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.4.4 Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5 Proposal Evaluation General

- 2.5.1 From the time the bids are opened to the time the Contract is awarded any effort by any firm to influence the outcome of proposal evaluation, proposal comparison or Contract award decisions shall result in the rejection of the consultant's proposal.
- 2.5.2 The evaluation shall comprise preliminary evaluation, technical proposal evaluation and due diligence.

2.6 Evaluation of Technical Proposal

Failure to submit any item under this section shall lead to automatic disqualification.

2.6.1 Preliminary/ Mandatory Requirements

TRI shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

A. PRELIMINARY / MANDATORY EVALUATION REQUIREMENT

	REQUIREMENT	COMPLIED
1	Copy of Valid Certificate of Incorporation / Registration	Must Comply
2	Copy of a Valid KRA Tax compliance Certificate	Must Comply
3	Copies of Certified Audited Accounts for any of the last 3 (Three) consecutive years (2015, 2016 and 2017)	Must Comply
4	Bidders MUST Fill, Sign and Stamp their Form of Tender Technical Submission	Must Comply
5	Copy of Certified CR 12 Clearly indicating the List of Directors	Must Comply
6	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire) Clearly indicating the list of Directors or Partners as applicable.	Must Comply
7	Provide evidence of availability of key project team members	Must Comply

	and commitment of their availability throughout the project lifecycle -	
	Provide a written statement on availability of Key staff listed.	
8	Copies of Agreement between lead Bidder and Consortium Firm (For Firms bidding as a Consortium) - Certified by a Commissioner of oaths	Must Comply
9	Provide Tender Security (Kshs. 300,000.00)	Must Comply
10	Litigation History filled, signed and stamped in Litigation History form in the tender Document	Must Declare
11	Bidder MUST fill, sign and stamp the Integrity Declaration Forms provided in the Tender Document.	Must Comply
12	Bidders should have their documents paginated (Serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement and Asset Disposal Act, 2015. (In format 1,2,3, 4,..... Last page) Indicate total number of pages submitted on the bid document cover page.	Must Comply

Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.

Only Bidders who meet all the Mandatory requirement will proceed to the next stage of evaluations; Technical Evaluation stage

2.6.2 Evaluation of Technical Proposal

The evaluation committee appointed by the Client shall evaluate the Technical proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

2.6.3 Technical Evaluation Criteria

Evaluation criteria	Points
Technical adequacy; <ol style="list-style-type: none"> 1. Demonstrate knowledge of Strategic Planning and Management and the Kenya Tourism sector 2. Experience working with government partners and other stakeholders in the Public Sector development programmes especially in the area of Public Policy and Planning for the last 5 years. 3. Expertise in facilitation of stakeholder engagements and workshops 4. Significant experiences in research, economic studies and Strategic Management in tourism are required. 5. Regional and international experience 	40

Team competence, relevant Minimum experience and qualifications; 1. Lead consultant; <ul style="list-style-type: none"> • At least a master’s degree in any of the following Tourism Management, Strategic Management and Planning, Public Policy, Economics or Social Sciences. • Relevant experience of not less than 5 years in similar assignments • Proof in accomplishing similar assignments. • Proven experience in working with the public sector especially in research and advisory assignments. • Previous experience in Strategic Plan Development assignment 2. Other consultants; <ul style="list-style-type: none"> • Each individual consultant must possess at least a master’s degree in any of the following; tourism management, economics, social sciences, strategic management, public policy or a related field. • Demonstrate vast experience in tourism research and Strategic Planning and Management or related sectors. • Relevant experience of not less than 5 years with experience in Strategy analysis, Gap analysis, market analysis, comparative analysis and feasibility analysis. • Proven experience in working with the public sector and private sector especially in research and Strategic plan development assignments. • Proof of having accomplished similar assignments. 	60
TOTAL MARKS	100

Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.7 Due Diligence

2.7.1 The consultant with the highest technical score will be subjected by the Client to due diligence as a final part of the evaluation exercise.

2.8 Negotiations

- 2.8.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “A”. The aim is to reach agreement on all points and sign a contract.
- 2.8.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. final Terms of Reference will then be incorporated in the “Descriptions of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment
- 2.8.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.8.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will actually be available. The Client 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.
- 2.8.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.8.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.9 Award of contract

- 2.9.1 The Contract will be signed following successful negotiations and provision of appropriate Professional Indemnity Cover by each of the members of the Consultancy.
- 2.9.2 The selected consultancy is expected to commence the assignment on the date of signing the contract.
- 2.9.3 The parties to the contract shall have it signed not earlier than 14 days from the date of notification of contract award unless there is an administrative review request.
- 2.9.4 The procuring entity may at any time terminate procurement proceedings before contract execution and shall not be liable to any person for the termination.
- 2.9.5 The procuring entity shall give prompt notice of the termination to the tenderers and give its reasons for termination.

2.9.6 To qualify for contract signing, the consultancy shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.
- (e) Must be tax compliant.

2.10 Confidentiality

2.10.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.11 Corrupt or fraudulent practices

2.11.1 The procuring entity requires that the consultants observe the highest standard 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.

2.11.2 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.

2.11.3 Further a consultant which is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.12 Restriction on entering into related Contracts

2.12.1 The consultant selected to carry out the assignment shall ensure that it does not enter into any other contract for the procurement of goods or works that follows from or is related to the original contract.

2.12.2 The method of selection is: **Quality Cost Based Selection**

2.13 Appendix to information to consultants (Appendix A)

2.13.1 The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the

provisions of the Appendix, the provisions of the appendix here in shall prevail over.

2.14 Clause Reference

2.14.1 The consultants are invited to submit a Technical Proposal and financial proposal.

2.14.2 There will be no pre-tender conference.

2.14.3 The Client will provide the following inputs:

- **Project brief**
- **Ownership documents**
- **Contract implementation team**

The name, objectives, and description of the assignment are: as per the Terms of Reference (T.O.R).
The address (es) and telephone numbers of the Client are:

**The Director General,
Tourism Regulatory Authority
P.O Box 30027 -001000,
Nairobi.
Tel No. 0701 444 777**

2.14.4 The minimum required experience of proposed key professional staff is as per clause 3.5 of the terms of reference, proof of such registration with the relevant professional body and current licenses.

2.14.5 For each proposal the candidates shall prepare the proposal in **ORIGINAL AND A COPY**. Each Technical proposal and financial proposal shall be marked "ORIGINAL" AND 'COPY" as appropriate. If there are any discrepancies between the original and copy of the proposal, the original shall govern.

2.14.6 The original and the copies of the Technical proposal and financial proposal shall be placed in separate sealed envelopes clearly marked "TECHNICAL PROPOSAL" and FINANCIAL PROPOSAL. The envelope shall be placed in an outer envelope and sealed. The outer envelope shall bear the procuring entity's address and other information indicated in the appendix to the instructions to candidates and clearly marked "**DO NOT OPEN**" before 24TH SEPTEMBER 2018, **11.00 a.m.** (East Africa time).

2.14.7 The completed Technical Proposals must be delivered at the submission address on or before **Monday 24TH SEPTEMBER, 2018 at 11. 00a.m** to the Client's address:

2.14.8 Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.14.9 After the deadline for submission of proposals, the technical proposals shall be opened immediately by the opening committee.

- 2.14.10 The evaluation committee appointed by the procuring entity to evaluate the technical proposals shall carry out the evaluation following the criteria set out in the terms of reference.
- 2.14.11 The minimum technical score (St) shall be 80%. The bidder with the highest evaluated technical score above the set minimum will be invited for negotiations.

SECTION III: TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES FOR DEVELOPING A NEW STRATEGIC PLAN (2018-2023)

3.1 BACKGROUND AND CONTEXT:

3.1.1 BACKGROUND

Tourism Regulatory Authority (TRA) is a State Corporation established under section 4 of the Tourism Act No. 28 of 2011, Cap 383 Laws of Kenya to regulate the tourism sector. The Authority was made operational in April 2014 as a body corporate administered and managed by a Board.

The characteristics of fragmentation, diffusion and interdependencies in the tourism sector call for coordination and collaboration between the different actors in the public and private domains. It is against this backdrop that the sessional Paper No.1 of 2010 on enhancing sustainable tourism in Kenya and the Tourism Act. No.28 of 2011 envisaged the establishment of the Tourism Regulatory Authority with the overall mandate of regulating the tourism sector in Kenya.

The sector is identified as one of the lead sectors to achieve Kenya's long-term development agenda, the Vision 2030. The third Medium Term Plan (MTP 2018-2022) recognizes tourism as one of the key sectors that will spur economic growth and contribute 9.2% of the total employment per annum over the medium-term period thus a key player in the Government's 'Big four' plan.

To contribute to the attainment of this vision, the sector is expected to ensure provision of quality and consistent tourism products and services that satisfy expectations of guests. Moreover, considering that the rapidly evolving geopolitical environment will continue to shape and influence tourist flow patterns even in several decades to come, destination Kenya has no choice but to continually focus on the quality of accommodation and catering product offering to remain relevant in the international market place.

3.1.2 MANDATE

The functions of TRA as stipulated under section 7 of the Tourism Act No. 28 of 2011, Cap 383 Laws of Kenya are as follows: -

- a) Formulate guidelines and prescribe measures for sustainable tourism throughout the country;
- b) Regulate tourism activities and services countrywide;
- c) Register, license and grade all tourism related activities and services
- d) Develop and implement criteria for classification and standardization of tourism facilities and services;
- e) Develop and regulate tourism and hospitality curriculum, examination and certification in collaboration with the Ministry of Education;
- f) Develop and implement the code of practice for the tourism sector;
- g) Ensure the development and implementation of high quality tourism sector;
- h) Vet and recommend expatriates seeking employment in tourism sector;

- i) Monitor and assess tourist activities to ensure conformity to sound principles of sustainable tourism;
- j) Undertake annual assessment and audit of tourism activities and services and prepare annual tourism sector status report in consultation with the Cabinet Secretary and other lead agencies; and
- k) Any other functions ancillary to the object and purpose of which the Authority is established.

3.1.3 OBJECTIVES

The overall objective of this consultancy is to develop a five (5) year Strategic Plan to put the Authority on the growth trajectory.

3.1.4 SCOPE AND FOCUS OF THE ASSIGNMENT

The scope and focus of the assignment for the consultant will include but not limited to: -

- 1) Review the 2014-2018 Strategic Plan;
- 2) Undertake a situational analysis of TRA operations to date;
- 3) Undertake stakeholder mapping and analysis;
- 4) Through a consultative process and application of an appropriate tool of analysis, identify focus areas and develop strategic objectives and key result areas for the same;
- 5) Review the institutional capacity, organizational set-up, financial and administrative systems against the TRA mandate and the identified strategic objectives and key result areas; and make recommendations, if any;
- 6) Propose strategies for achieving the strategic objectives and key results;
- 7) Develop a Results and Resources Framework for the plan period;
- 8) Provide technical organization of a five days TRA Board and Management Retreat on the Strategic Plan;
- 9) Provide technical organization and Stakeholders workshop (s) to validate the new Strategic Plan;
- 10) Design both soft and print sample hard copies of the final Strategic Plan ready for printing and upload in TRA website.
- 11) Finalize the Strategic plan and submit to TRA.

The use of participatory processes is expected. Critical reflection by members and stakeholders is integral to this strategic planning initiative. As such, the Consultant will be expected to provide for active and meaningful engagement of TRA clients, relevant government representatives and other stakeholders. Further, the Consultant will be required to adhere to the Strategic Plan guidelines for the preparation of fourth generation Strategic Plans (2018-2022).

3.1.5 DELIVERABLES

The consultant will provide the following deliverables:

- 1) **Inception Report:** to be submitted to TRA within **7 days** after the date of contracting, as a minimum, the Inception Report will provide a detailed explanation of the approach that will be undertaken including: An understanding of the overall objective and expected results of the assessment; The methodology to be applied; An expected framework for the outputs to be produced; A proposed list of any key stakeholders and how they will be consulted; and the proposed structure of the final Strategic Plan.
- 2) A Review report of the 2014-2018 Strategic Plan which should be submitted within **twenty-one (21)** days from the date of contracting.

- 3) A strategic plan retreat programme and facilitation plan;
- 4) Stakeholder validation workshop(s) and facilitation plan;
- 5) A five-year Strategic Plan including an implementation matrix and Monitoring Plan to be submitted to TRA within **60 days** after signing of the contract which should include all inputs in the Terms of Reference.
- 6) A Report on the process including stakeholder consultations and workshops

3.1.6 ESTIMATED CONSULTANCY TIMELINE

The task is estimated to take **60 days** considering the statutory requirements and reasonable time for the execution of the task. The consultant shall advise the client on any delays that affect achievement of the objectives on time in writing.

The Consultant shall submit the following reports in the numbers and formats indicated. All reports shall be in English and prepared on A4 size paper:

Item	Type	Cumulative From Start	Period	No. of Copies Plus 2 copies of CD-ROM and flash disk
PHASE 1				
1	Inception Report	7 days		4
2	Review Report (2014-2018) Strategic Plan	21 days		5
3	Interim Report	45 days		5
4	Final Report (Strategic Plan 2018-2023)	60 days		5

On closure of the assignment, the consultant shall surrender all reports and other documents to the client. All documents submitted by the Consultant shall become and remain the property of the Client and the Bidder 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 Bidder may retain a copy of such documents and software. The documents of the Strategic Plan and reports are solely the property TRA and may be used by TRA without reference to the Bidder. However, the Bidder shall not use any such reports without the prior approval of TRA.

NOTE: An electronic copy of all final reports in MS Word (Office 2010), (PDF) and CAD, where applicable.

3.2 PAYMENT OF PROFESSIONAL FEES AND REIMBURSABLES

The Client shall make payments of fees and reimbursable expenses after approval of deliverables as indicated below:

No	Milestone	Amount Payable
1	Inception Report	15% + Reimbursables
2	Review Report (2014-18) Strategic Plan	15% + Reimbursables
3	Interim Report	30% + Reimbursables
4	Final (Strategic Plan 2018-2023)	40% + Reimbursables

3.3 SUPERVISION AND REPORTING ARRANGEMENTS

The consultancy firm shall work closely with a technical team at TRA under the direct supervision of the Corporate Services Director in liaison with the Director General.

All soft and hard copies of reports indicated as deliverables shall be signed off by the Team Leader of the firm and submitted officially to the Director General of TRA through the Director of Corporate Services.

Approved deliverables shall be the basis for payments under this assignment.

3.4 FIRM QUALIFICATION

In order to accomplish the assigned tasks, TRA is looking for a consultancy firm with both effective and vast experience in the area of Planning, Strategic Management in the Tourism and Hospitality Industry and advisory areas, the overall qualification of the firm will be as follows;

- Knowledge of Strategic Planning and Management and the Kenyan Tourism sector in general.
- Experience working with government partners and other stakeholders in the public sector and development programmes especially in the area of public policy and planning for the last 5 years.
- Expertise in facilitation of Stakeholder engagements and workshops.
- Significant experience in research, economic studies and strategic Management.
- Regional and international experience is an added advantage.

3.5 KEY PERSONNEL/ REQUIRED QUALIFICATIONS AND EXPERIENCE

- The **Lead Consultant** should possess wide range of experience and should have the following profile;
- At least a Master's degree in any of the following, Tourism, Strategic Planning and Management, Economics or Social Sciences.
- Relevant experience of not less than 7 years in similar assignments and provide evidence of having produced similar documents;

- d. Proven experience in working with the public sector and private sector especially in Strategic Planning and advisory assignments is highly required
- e. Previous experience in Tourism sector assignment is highly desirable.
- f. Proof in accomplishing similar assignments will be required.

3.6 REQUIRED QUALIFICATIONS FOR OTHER MEMBERS OF THE SUPPORT TEAM SHOULD BE AS FOLLOWS;

- a. Each Individual consultant must possess at least a Master's degree in any of the following core specializations, Tourism, Strategic Planning and Management, Economics or Social Sciences.
- b. He/she must demonstrate vast experience in having carried out Strategic Plan Development in tourism related sectors.
- c. Relevant experience of not less than 5 years with proven relevant work experience in Strategy analysis, market analysis and Feasibility analysis.
- d. Demonstrate understanding of the context of the tourism sector and the regulatory role of TRA as covered under this assignment.
- e. Proven experience in working with the public sector and private sector especially in Strategic Planning and Strategic Plan Development is highly required.
- f. Proof in accomplishing similar assignments will be required.

SECTION IV

4.1 BID FORMS

Each firm within the consortium shall be required to provide its own separate forms duly filled and signed.

These standard forms shall include:

1. Technical proposal submission form
2. Firm's references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Confidential Business Questionnaire
9. List of currently on-going projects

4.1.1 Technical Proposal Submission Form

(Lead Consultant's Letter Head)

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____

_____ [*Title of consulting services*] in accordance with your
Request for Proposal dated _____ [*Date*] and our Proposal. We are

hereby submitting our Proposal, which includes this Technical Proposal. Members of our consortium include the following firms: [indicate *Name of Firm; Name and title of signatory*]

	Name	Qualification
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

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:]

4.1.2 Firm's References

Relevant Services Carried out 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.

Provide client recommendation/confirmation letters.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your Firm or Entity (profiles):
Name of Client:		Client's contact person for the assignment.
Address:		No. of Staff-months; Duration of Assignment:
Start Date (Month/Yr)	Completion Date (Month/Yr)	Contract Value of project (in Currency Ksh):
Name of Associated Non-state Any: actors, If		No. of Month of Professional Staff Provided by Associated consultants:

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: _____

Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the Procuring Entity

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.

Description of the Methodology and Work Plan for Performing the Assignment

4.1.3 Team Composition and Task Assignments

1. Technical/ Managerial staff

Name	Position	Task

--	--	--

2. Support staff

Name	Position	Task

4.1.4 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 location].

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 organisations, titles of positions held, and locations of assignment]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

[Signature of staff member]

[Signature of authorized representative of the firm]

[Signature of authorized representative of the firm]

[Signature of authorized representative of the firm]

4.1.5 Time Schedule for Professional Personnel

Months (in Form of a Bar Chart)

Name	Position	Reports Due / Activities	1	2	3	4	5	6	7	8	9	10	11	12	No. of month s

Report due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

4.1.6 Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<p><i>Part 1 – General:</i></p> <p>Business Name Location of business premises.</p> <p>..... Plot No..... Street/Road.....</p> <p>Postal Address Tel No/Mobile.E mail.....</p> <p>..... Nature of Business,.....</p> <p>Registration Certificate No.VAT Reg. No Maximum value of business which you can handle at any one time – Kshs.....</p> <p>.....</p> <p>Name of your bankersBranchBank Account.....</p> <p>.....</p>																																															
Part 2 (a) – Sole Proprietor																																															
<p>Your name in full Age Nationality</p> <p>..... Country of origin No. of employees</p> <p>..... ID/Passport No.....</p> <p style="text-align: center;">• Citizenship details</p>																																															
Part 2 (b) Partnership																																															
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 15%;">Shares%</th> <th style="width: 20%;">ID/Passport</th> </tr> </thead> <tbody> <tr> <td>No.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="6">No. of employees.....</td> </tr> </tbody> </table>							Name	Nationality	Citizenship Details	Shares%	ID/Passport	No.						1.					2.					3.					4.					No. of employees.....					
	Name	Nationality	Citizenship Details	Shares%	ID/Passport																																										
No.																																															
1.																																														
2.																																														
3.																																														
4.																																														
No. of employees.....																																															
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; <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 40%;">Shares%</th> </tr> <tr> <td>ID/Passport No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </table> No. of employees.....				Name	Nationality	Citizenship Details	Shares%	ID/Passport No.				1.....				2.				3.				4.			
Name	Nationality	Citizenship Details	Shares%																									
ID/Passport No.																												
1.....																												
2.																												
3.																												
4.																												
Date Signature of Candidate.....																												

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

4.1.7 List of Currently On-Going Projects

PROJECT NAME/ DESCRIPTION	PROJECT LOCATION	PROJECT VALUE	LEVEL OF COMPLETION	NAME AND ADDRESS OF CLIENT/PHONE	NAME OF PROFESSIONAL STAFF INVOLVED

Firm’s name.....

Name and title of signatory.....

Signature.....

SECTION V:

5.1 FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 5.1.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 5.1.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 5.1.3 The financial proposal should be prepared using the Standard forms provided in this part

5.2 FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

5.3 SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

5.4 BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration Reimbursables	
Miscellaneous Expenses	
Subtotal	

5.5 BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____				
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5.6 REIMBURSABLES PER ACTIVITY

Activity No: _____
Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

5.7 MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description Communication	Unit	Quantity	Unit Price	Total Amount
1.	<u>costs (telephone, telegram, telex)</u>				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

5.8 SPECIAL NOTES

The Client agrees to pay the Consultants following delivery of certain outputs as per the reporting requirements in the contract.

The Contract includes four parts:

Form of Contract

General Conditions of Contract

Special Conditions of Contract

Appendices.

General Conditions of Contract

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 shillings;
 - (e) "GC" means these general Conditions of contract;

- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shillings;
- (h) "Member" incase the Consultant consists of a joint venture of more than one entity, means any of these entities;" Member" 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 Sub-consultant as employees and assigned to the performance of the Services or by any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC maybe 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 Clause 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 in 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 the Client 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 the Client 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 Kenya, the amount of which is deemed to have included in the Contract price

Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come in to effect on the date the Contract is Signed by both Parties or such other later 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 Clause2.6, this Contract shall terminate at the end of such time period, 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 | |
| 2.5.3 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 | <p>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;</p> <ul style="list-style-type: none"> (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 processor 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 Client to be given after the occurrence of any of the events specified in this Clause;

- (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 performed as may be certified by the Client 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.

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 Contractor 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) 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 benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contractor 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.

	(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 Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract And after its termination, the Consultant and his affiliates, 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	<p>Neither the Consultant nor his sub consultant(s) nor their personnel shall engage, either directly or indirectly in any of the following activities:</p> <p>(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</p> <p>(b) After the termination of this Contract, such other activities as may be specified in the SC.</p>
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		The Consultant

- | | |
|---|--|
| Insurance to be Taken Out by the Consultant | <ul style="list-style-type: none">(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 maybe) 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 in to a contract for the performance of any of the Services contracted for herein or any part thereof,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

3.6 Reporting Obligations

The Consultant shall submit to the Client their reports and documents as specified in the Appendix A 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, 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 documents and software. The Consultant shall not use these documents without prior approval of the Client.

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 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 as a 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 client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

Obligations of the Client

- 5.1 Assistance and Exemptions
- The Client shall use its best efforts to ensure that it provides The Consultant such assistance and exemptions as maybe necessary for due performance of this Contract.

- 5.2 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

Payment to the Consultant

- 6.1 Lump-sum
Remuneration The Consultant's remuneration shall not exceed the Contract Price and shall be fixed lump-sum including all reimbursables incurred by the Consultant in carrying out the Services described in Appendix A.

- 6.2 Contract Price (a) The price payable in foreign currency is set for Within 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 to additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix 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 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. |

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 maybe 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.

Special Conditions of Contract

This contract shall be subject to the provisions of the Conditions of Engagement and Scales of fees for professional Services. Where such conditions contradict the provisions of this contract the provisions of this contract shall prevail.

Exclusions

Section 233 titled Adaptation by the Private Sector

General provisions

1.1 (h) The member in charge (also referred to as the Lead Consultant) is

_____ (name of Member)

1.4 The addresses are: -

Client:

The Director General,

Tourism Regulatory Authority,

P.O Box 30027-00100, Nairobi.

Consultant: _____

Attention: _____

Telephone: _____

Telex: _____

Facsimile: _____

1.6 The Authorized representative are:

For the client: THE DIRECTOR GENERAL (Appointee)

(_____)

for the Consultant: _____

(_____)

Information to Consultants (ITC)

2.2 The candidates are invited to submit a technical proposal for consulting services required for the assignment stated in the letter of invitation (Section I).

2.2 The period shall be agreed between the parties in writing.

Obligations of the Consultant

3.2.3 (b) None

3.4 The risks and coverage shall be:

(i) Professional indemnity-as defined by Client

(ii) Loss of or damage to consultant's equipment and property.

Financial proposal standard forms- Does not apply

Appendices

Appendix A- Description of the Services

Give detailed description of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Client etc.

Appendix B- Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable".

Appendix C- Key Personnel and Sub-consultants

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of personnel and staff-months for each.

C-2 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1.

Appendix D- Breakdown of Contract Price in Foreign Currency

List the elements of cost used to arrive at the breakdown of the lump-sum price-foreign currency portion:

Monthly rates for Personnel (Key personnel and other Personnel). Reimbursable expenditure.

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E- Breakdown of Contract Price in Local Currency

List the elements of cost used to arrive at the breakdown of the lump-sum price-local currency portion.

Monthly rates for Personnel (Key Personnel and other Personnel).

Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services. Appendix F-

Services and Facilities Provided by the Client

ANNEX II

CONTRACT FOR CONSULTING SERVICES- Large Assignments and Small Assignments

Time –Based payment

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS

TIME –BASED PAYMENTS

CONTRACT

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 Client"} of the one part AND

_____ (Insert Consultant's name) of (or whose registered office is situated at] _____ {Insert Consultant's 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 services,' which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the report listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and The personnel listed in Appendix C, "Cost Estimate of services, list of Personnel and Schedule of Rates" to perform the services.

2. **Term**

The Consultant shall perform the services during the period commencing _____ {Insert start date} and continuing 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 a ceiling of _____{Insert ceiling amount}. This amount has been established based on the understanding that it includes all of the Consultant's profits as well as tax obligation that may be Imposed on the Consultant. The payments made under the Contract consist of The Consultant's remuneration as defined in sub-paragraph(B)below and of the Reimbursable expenditures as defined in sub-paragraph(C)below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day In accordance with the rates agreed and specified in Appendix C," Cost Estimate of Services, list of personnel and Schedule of rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) Normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty (30) days following submission of invoices in duplicate to the Coordinator designed in Clause 4 here below. If the Client has delayed payments beyond thirty {30} days after the 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.

The parties shall use their best efforts to settle amicably all disputes arising out or in connection with this Contract or its interpretation.

**4. Project
Administration**

A. Coordinator

The Client designates _____ {Insert name} as Client's Coordinator; the Coordinator shall be responsible for the Coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this contract, including field work, the consultant's employees, providing services under this Contract may be required to complete times sheets or any other document used to identify time spent as well as expenses incurred, as instructed by the project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and extension and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees 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, reports or other material, graphic, software or otherwise prepared by the Consultants for the Client's under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not To be engaged In Certain Activities

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 or any continuation thereof} for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or Sub-contract any portion thereof without Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English language.

12. Dispute Resolution

Any dispute arising out of this 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

Full Name: _____

Title: _____

Signature: _____

Date: _____

FOR THE CONSULTANT

Full Name: _____

Title: _____

Signature: _____

Date: _____

LIST OF APPENDICES

Appendix A: Description of services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

APPENDIX D: Cost Estimate of Services, List of Personnel and schedule of Rates

1. Remuneration of staff

	Name	Rate (per month/day/hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a) Team leader				
(b)				
(c)				
Sub-total (1)				

2. Reimbursable

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
Sub-Total (2)			

TOTALCOST_____

Physical Contingency_____

CONTRACTCEILING_____

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.

Please acknowledge receipt of this letter of notification signifying tender acceptance.

The contract/contractss 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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL ARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1 REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF... ..20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the.....(Name of the procuring Entity)
of.....datedthe.....dayof.....20.....inthematterofTenderNo.....of.....20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: physical address.....faxes
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;

Etc

SIGNED..... (Applicant)

Dated on..... day of..... /20..... FOR OFFICIALUSE ONLY

LodgedwiththeSecretarypublicprocurementAdministrativeReviewBoardon.....day of 20.....

SIGNED

Board Secretary

SECTION VII - STANDARD CONTRACT FORM

Individual Professional Consultants

(Lump-sum payments)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultant’s clause 2.10.2

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 Client”) of the one part AND

_____ [Insert Consultant’s 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

(Appendices A, B, and C to be prepared as appropriate)

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 unless otherwise specified not later than ninety **(90)** 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 ninety
(90) 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 A. Coordinator**

Administration The Client designates _____

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

6 **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 employees 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, reports 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.

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

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

Request for Review Form

FORM RB 1 REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF 20.....

BETWEEN

..... APPLICANT AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the
abovementioned 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.....20....

SIGNED

Board Secretary