



TOURISM RESEARCH INSTITUTE

TENDER NO. TRI/09/2019-2020

REQUEST FOR PROPOSALS

FOR

**SELECTION OF A CONSULTANCY FIRM TO UNDERTAKE
THE DESIGN AND DEVELOPMENT OF A
COMPREHENSIVE COVID-19 TOURISM STRATEGY
(WAR ROOM STRATEGY)**

OPENING/CLOSING DATE 3rd JULY, 2020

AT 11:00 AM

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LETTER OF INVITATION



REPUBLIC OF KENYA

TOURISM RESEARCH INSTITUTE

INVITATION TO TENDER

**REQUEST FOR PROPOSALS FOR CONSULTANCY
SERVICES**

Tender No. TRI/09/2019-2020

Tourism Research Institute invites bids from eligible and qualified firms **for consultancy services for design and management of a Ministry and private sector engagement process and the development of a comprehensive COVID-19 Kenya tourism strategy (war room strategy).**

Interested eligible bidders must meet all the conditions as indicated in the tender documents and can view or download the documents in the TRI website (www.tri.go.ke) and treasury suppliers portal (www.treasury.go.ke) **free of charge.**

Duly completed tender documents in plain sealed envelopes with tender numbers clearly marked at the right-hand corner and bearing no indication of the identity of the tenderers should be addressed to: -

**Ag. Chief Executive Officer
Tourism Research Institute
P.O Box 42131-00100
NAIROBI**

and be placed in each of the respective tender boxes located on the 7th Floor of Utalii House – so as to reach on or **before 11.00 am** on 3rd **July, 2020** and marked appropriately with the correct tender names.

Submitted Tender documents shall be opened publicly soon after the above stated closing date and time in the 7th Floor Boardroom. In the presence of all Tenderers or their representatives who choose to attend and must observe the ministry of health rules and regulations on COVID-19. Late Bids shall not be accepted or opened.

**Ag. Chief Executive Officer
TOURISM RESEARCH INSTITUTE**

SECTION I: INFORMATION TO CONSULTANTS (ITC)

1.1. Introduction

- 1.1.1 The TRI 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 the TRI.
- 1.1.2 The consultants are invited to submit a Technical Proposal and a 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 TRI intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting 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.
- 1.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the TRI regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.1.4 The TRI will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the TRI are not reimbursable as a direct cost of the assignment; and (ii) the TRI is not bound to accept any of the proposals submitted.
- 1.1.6 The TRI employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 1.1.7 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 1.1.8 The TRI shall allow the tenderer to review the tender document free of charge before purchase.

1.2 Clarification and Amendment of RFP Documents

- 1.2.1 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 paper mail, cable, telex, facsimile or electronic mail to the TRI's address indicated in the Appendix "ITC". The TRI will respond by cable, telex, facsimile 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.
- 1.2.2 At any time before the submission of proposals, the TRI 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 TRI may at his discretion extend the deadline for the submission of proposals.

1.3 Preparation of Technical Proposal

- 1.3.1 The Consultants proposal shall be written in English language
- 1.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 1.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following;
 - (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

1.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, 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, a list of services and facilities to be provided by the TRI.
- (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) CVs recently signed by the 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 ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

1.2.5 The Technical Proposal shall not include any financial information.

1.4 Preparation of Financial Proposal

1.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The

- 1.4.2 Financial Proposal should follow Standard Forms (Section D). 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.
- 1.4.3 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 1.4.4 Consultants shall express the price of their services in Kenya Shillings.
- 1.4.5 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 1.4.6 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. The TRI will make his best effort to complete negotiations within this period. If the TRI wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

1.5 Submission, Receipt, and Opening of Proposals

- 1.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation 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.
- 1.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". 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.
- 1.5.3 Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.
- 1.5.4 Proposals must be accompanied by a tender security of Ksh. 300,000. Valid for 120 days. Failure to attach the tender security will lead to automatic rejection of the tender

- 1.5.5 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 1.5.6 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 1.5.7 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the TRI department up to the time for public opening of financial proposals.

1.6 Proposal Evaluation General

- 1.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the TRI on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the TRI in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 1.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

1.7 Public Opening and Evaluation of Financial Proposal

- 1.7.1 After Technical Proposal evaluation, the TRI shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The TRI shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 1.7.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The TRI shall prepare minutes of the public opening.
- 1.7.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors.
- 1.7.4 The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 1.7.5 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 1.7.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 1.7.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 1.7.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 1.7.9 Price variation requests shall be processed by the TRI within 30 days of receiving the request.

1.8 Negotiations

- 1.8.1 Negotiations will be held at the same address as "address to send information to the TRI" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 1.8.2 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 TRI 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. The agreed work plan and final Terms of Reference will then be incorporated in the "Description 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 TRI to ensure satisfactory implementation of the assignment.

- 1.8.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 1.8.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the TRI expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the TRI will require assurances that the experts will be actually available. The TRI 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.
- 1.8.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the TRI and the selected firm will initial the agreed Contract. If negotiations fail, the TRI will invite the firm whose proposal received the second highest score to negotiate a contract.
- 1.8.6 The TRI shall appoint a team for the purpose of the negotiations.
- 1.8.7 Award of Contract: The Contract will be awarded following negotiations. After negotiations are completed, the TRI will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 1.8.8 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 1.8.9 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 1.8.10 The TRI may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 1.8.11 The TRI shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 1.8.12 To qualify for contract awards, the tenderer 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.

1.9 Confidentiality

1.9.1 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.

1.9.2 Corrupt or fraudulent practices - The TRI 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.

1.9.3 The TRI 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.

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

1.10 Appendix to information to consultants

1.10.1 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 and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

1.10.2 Clause Reference

(a) The name of the TRI is: **TOURISM RESEARCH INSTITUTE**

(b) The method of selection is: **QUALITY AND COST BASED SELECTION (QCBS)**

(c) Technical and Financial Proposals are requested: **Yes**

- (d) The name, objectives, and description of the assignment are: **AS ABOVE**
- (e) A pre-proposal conference will be held: **NOT APPLICABLE**
- (f) Consultants must submit an '**original**' and '**copy**, additional copies of each proposal.
- (g) The proposal submission address is: **Ag Chief Executive Officer, Tourism Research Institute, P.O BOX 42131-001100 NAIROBI**
- (h) Proposals must be submitted not later than 3rd July, 2020
- (i) The address to send information to the **Ag Chief Executive Officer, Tourism Research Institute, P.O BOX 42131-001100 NAIROBI**
- (j) The minimum technical score required to pass [Insert number of points]: _65%_
- (k) Alternative formulae for determining the financial scores is the following: **AS STATED IN THE DOCUMENTS**
- (l) The assignment is expected to commence on: **IMMEDIATE AFTER SIGNING THE CONTRACT**

SECTION II. TERMS OF REFERENCE FOR CONSULTING SERVICES FOR THE DESIGN AND MANAGEMENT OF A COMPREHENSIVE GOVERNMENT PRIVATE SECTOR ENGAGEMENT PROCESS FOR THE DEVELOPMENT OF A COMPREHENSIVE COVID-19 TOURISM STRATEGY (WAR ROOM STRATEGY).

2.1 List of Abbreviations

	Abbreviation	Meaning
1.	TRI	Tourism Research Institute.
2.	TOR	Terms of Reference.
3.	NTD	National Tourism Database

2.2 Background

Tourism industry in Kenya is a major foreign exchange earner and it contributes about 10% of the country's GDP. It is also a main source of livelihoods for many Kenyans. Tourism performance in Kenya has grown significantly over the last 5 years, in 2015 International visitor arrivals were at 1,459,500 and international tourism receipts were kshs. 84.6 B, in 2019 International visitor arrivals were 2,048,834 and tourism receipts were KSh 163.6 billion. In 2020 tourism performance was expected to continue growing with a 7.5% growth in international arrivals.

Emergence of the corona virus globally has significantly affected tourism bringing the sector to a halt globally. In Kenya, tourism establishments have closed and laid off workforce. According to UNWTO global international tourist arrivals could decline between 20% to 30%, down from an estimated growth of 3% to 4% forecast in early January 2020. This could translate into a loss of US\$ 30 to 50 billion in spending by international visitors (international tourism receipts). The effects of the virus to the industry and the economy has necessitated the Ministry of Tourism and Wildlife to develop a comprehensive tourism strategy post Covid 19 to mitigate the effects of the virus to the sector. This will involve bringing on board all tourism players and relevant government agencies and provide a well thought out roadmap for resilience and recovery.

2.3 Statement of the Objectives

The purpose of the consultancy is to develop an extensive tourism strategy post Covid 19. This will involve developing an engagement process of all tourism players as well as relevant government agencies. The consultant will develop an actionable plan for the tourism industry geared towards a resolve, resilience re-imagine/ reform agenda. The strategy will guide the Kenya's tourism industry for the next one year. The consultant is expected to bring out different scenarios on how to mitigate the effects of the virus to the tourism industry since its unknown when the virus will be contained.

2.4 Scope of Service

The following are the key terms of reference applicable to the appointment of a consultant (the Consultant) to design and manage the proposed strategic planning engagement process between the Ministry of Tourism and Wildlife and participants from a cross section of sector relevant agencies, associations and businesses (the Engagement Process).

1. The Consultant shall set up a Tourism "War-Room" concept to deliver on the Resolve-Resilience-Reimagine/Reform agenda and manage a consultative process to identify the key pillars that underpin the Kenya's tourism and hospitality sector's Vision, Mission and Destination Values

The Consultant will:

- Aggregate information on current drivers of demand, scale of development and competitive position of the Kenyan destination in the tourism sphere
- Build a rapid perspective on the impacts of COVID-19 on the tourism sector in Kenya and potential recovery scenarios
- Engage "War-Room" participants through interviews and surveys to identify the initiatives against the Resolve-Resilience-Reimagine/Reform agenda for the sector.
- Identify any aligned-upon 'quick-wins' that emerge out of this first engagement and bring for discussion to the CS of Tourism for immediate launch.

2. Identify initiatives that support the over-arching strategy and segregate them in to 3 buckets (10-12 key initiatives per bucket):
 - a. Resolve: Identifying and resolving present and historic issues affecting the performance of the sector and its future prospects
 - b. Resilience: Identifying resilience building initiatives to ensure the long term sustainability of the tourism and hospitality sector and to protect against unforeseen industry demand shocks
 - c. Re-imagine and reform: Define key initiatives aimed at redesigning and relaunching Kenya as a more relevant tourism and hospitality destination, post COVID-19 across all of its key subsectors and divisions
3. Design and manage an evaluation process for each identified initiative under each of the following headings:
 - a. Economic impact and value of the initiative
 - b. Identify structural or operational changes required to implement the initiative
 - c. Identify regulatory or legislative changes required to implement the initiative
4. Shortlist above initiatives into short, mid and long-range actions and build (concurrent) execution teams for each initiative each led by a member of the task force. Task force members then to reach out to support stakeholders and build execution teams around their initiatives
5. For each initiative, build a work-stream and execution plan with timelines and milestones, any associated costs, areas of responsibility (private vs public sector) and review and manage the execution schedule with the task force members
6. Identify for each initiative the key actors responsible for implementation

7. Build a consolidated Tourism and Hospitality roadmap setting out prioritised initiatives and clear implementation plans
8. Design and deliver a one-day stakeholder alignment workshop around the tourism roadmap
9. Design and assist with the implementation of an execution office with oversight of the team in order to drive execution performance

2.5 Deliverables

The consultancy will work closely with a Project Implementation Unit (PIU) and all deliverables will be submitted to the PIU. The assignment will be conducted over a period of one year and the consultancy will be expected to produce regular updates throughout this duration. The updates include:

- A. **The Inception Report:** This should contain the Consultancy's work plan, and timelines for implementation of the Project activities. This Report must also clearly specify all risks and issues, which may negatively affect Project deadlines and effective execution of all activities. The report will include strong recommendations that need to be incorporated or/and considered by the MoTW and TRI for effective strategy implementation. This needs to be submitted within 2 weeks of contract signature.
- B. **Development and Implementation of Tourism Strategy framework, Implementation guidelines and budget:** Detailed plan with Strategy framework and implementation guidelines on war room interactions, surveys, data collection efforts and assessments needs to be submitted. In addition, a budget on the strategy plan should also be prepared. This needs to be submitted within 4 weeks of contract signature.

- C. **Quarterly Progress Reports:** These include a detailed and up-to-date cumulative project development object level indicators and intermediate indicators matrix, and progress of the various sub-projects. This report will be submitted to the PIU every quarter from the time of contract signature. Additional elements to be added as applicable include:
- D. **Specific assignment reports and deliverables** (e.g. guidelines, Knowledge Management and Learning, Capacity Building reports, rapid impact assessment documents) as defined in the assignment TOR and acceptable (signed) by the Client in each case and reports on Environmental and Social Impact Assessments, Environmental Management Plan, and Resettlement Action Plans for contracted works as may be required or others.
- E. **Closure report:** The consultancy shall provide a Project Closure Report which will detail the learnings, highlight any key challenges faced and also identify recommendations and best practices. This report will be submitted at the end of the one-year time period.

2.6 Services by the Client

2.6.1 Institutional Arrangement

The consultant will work under the guidance of MoTW and TRI, and will be accountable to the assigned TRI Representative, for each deliverable as stipulated in the proposal. Meetings with MoTW and TRI senior management will be held as and when needed.

2.6.2 Review of Reports

All material produced by the consultancy, including the Strategy Plan, budgets, data collection activities and reports would be submitted to the TRI. The PIU will be responsible for reviewing for approval the outputs submitted.

2.6.3 Team Composition, Competence and Experience

Corporate Competencies

1. Demonstrates integrity by modelling GoK values and ethical standards and acts in accordance with the Standards of Conduct for international Consultancy Profession;
2. Advocates and promotes the vision, mission, and strategic goals of MoTW and TRI;
3. Deep knowledge and experience in the tourism, hospitality and aviation sectors in Africa with the capability of developing national level strategic plans.
4. Experience in the establishment and execution of a 'war-room' and 'transformation office'
5. Proficiency in the development of execution plans supported by the development of detailed work-streams.

2.6.4 The Consultant must demonstrate:

Functional Competencies

1. Knowledge about the Tourism Industry;
2. Proven strong analytical abilities;
3. Comfortable with economic topics and data
4. Ability to work under pressure with several tasks and various deadlines;
5. Ability to actively generate creative, practical approaches and solutions to overcome challenging situations;
6. Excellent writing, presentation/public speaking skills;
7. A pro-active approach to problem-solving;
8. General IT Literacy

	Key Position	Area of Specific Expertise required	Minimum Qualification and Professional Experience Required	Likely Staff inputs required in person months
1	Team Leader	<p>Minimum 10 years of experience in project execution and management, with a focus on Tourism Strategy Development and Implementation Planning</p> <p>Proven experience with the logical framework approach and other strategic planning approaches, Tourism Strategy methods and approaches, training in Strategy development and implementation, facilitating learning-oriented analysis sessions of tourism data with multiple stakeholders, information analysis and report writing;</p> <p>Proven experience in a War Room Concept set up</p> <p>Demonstrated knowledge in development planning in Kenya; especially in the tourism sector;</p> <p>Experience in Knowledge Management activities; Must provide evidences of similar previous work with a Programme funded by the GoK or a multilateral institution such as World Bank or EU;</p>	<ul style="list-style-type: none"> • Master's degree or equivalent in Tourism or Business Related • At least ten years' experience in Tourism or Business Strategy Development • Registration with the relevant professional bodies will be necessary 	12 months

		<p>Must be able to communicate effectively both verbally and written in cross cultural, and present complex ideas to a non-specialist audience;</p> <p>Proven experience in stakeholders Mobilization</p> <p>A broad understanding of Crisis and Recovery management in the context of Tourism.</p>		
2	Tourism Strategy Specialist	<p>Proven experience in managing Tourism Strategy in long term projects (2 years or more) in previous assignments over the last 5 years</p> <p>Experience in post crisis or pandemic with large corporates/ government</p> <p>Experience in working with Strategy formulation teams, reviewing strategic focus areas, engagement with multiple stakeholders and coordination on implementing strategy plans</p>	<p>Master's degree in Tourism Management, or any other qualification with at least seven years' experience in related Strategy assignments.</p> <p>Registration with the relevant professional body will be necessary</p>	
3	Marketing and Communication Expert	<p>Proven experience in handling communication and public relations in long term projects (2 years or more) in previous assignments over the last 5 years</p> <p>Experience in handling marketing strategy for large corporates/governments</p>	<p>Master's degree in the communication and Public Relations profession, or any other qualification with at least seven years' experience in related</p>	

		<p>Experience in working with communication design teams, reviewing brand guidelines, engagement with multiple stakeholders and coordination on implementing marketing and communication plans</p>	<p>Communication assignments.</p> <p>Registration with the relevant professional body will be necessary</p>	
4	Crisis and Recovery Management Expert	<p>Experience in leading, coordinating and managing a crisis recovery project. Experience in the tourism recovery process in developing countries will be an added advantage.</p> <p>Experience in developing crisis recovery systems and frameworks programmes, including key performance indicators, data collection and analysis systems and tools.</p> <p>3 years' experience in Knowledge Management activities.</p> <p>Good writing and presentation skills.</p> <p>Highly collaborative and able to build strong relationships with internal and external stakeholders</p>	<p>Master's degree in International Development, Statistics, Economics, Business Management or other relevant analytical field.</p> <p>3-5 years professional experience in complex data analysis, management, reporting and quality assurance.</p>	

2.7 Proposed Payment Schedule

Deliverables	Timeframe	% of Payment
Inception Report (1): One-time amount to be paid upon submission and acceptance of the deliverable	Within 2 weeks from contract signature	10% of the contract amount
Report on Development of M&E framework, Implementation guidelines and Budget: (1)	One-time amount to be paid upon submission and acceptance of the deliverable Within 4 weeks from contract signature	10% of the contract amount
Quarterly Progress Reports (4): amount to be paid upon submission and acceptance of the deliverable	Within every 3 months from contract signature	15% for contract amount for each quarterly report
Project Closure report: One-time amount to be paid upon submission and acceptance of the deliverable	At the end of the 1 year project	20% of the contract amount

2.8 Evaluation Criteria

The received bids will be evaluated in five stages as detailed below:

- (i) **STAGE 1:** Compliance with Mandatory/ Preliminary Requirements;
- (ii) **STAGE 2:** The Technical Evaluation- Capacity to Deliver the Service totaling to 80% with the pass mark being 65%
- (iii) **STAGE 3** The Financial Evaluation (quoted prices, liquidity)
- (iv) **STAGE 4:** Ranking of the bidders using the formula
- (v) **STAGE 5:** Due-diligence (Mandatory and scoring)

2.8.1 Stage 1: Preliminary/ Mandatory Evaluation Requirements

The mandatory Preliminary requirements will be on a yes/no basis and if a bidder fails in any of them, he/she will not proceed to stage 2.

S/No	Requirement	Complied	Yes/No.
1.	Copy of Valid certificate of Registration/Incorporation	Must Comply	
2.	Copy of Valid Tax Compliance certificate	Must Comply	
3.	Copies of Certified Audited Accounts for the last 3 (three) consecutive years 2017/2018/2019	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 and commitment of their availability throughout the project lifecycle- Provide a written statement on availability of Key staff listed	Must Comply	
8.	Provide Tender Security (Kshs.300,000.00)	Must Comply	
9.	Litigation History filled, signed and stamped in Litigation History form in the tender Document.	Must Declare	

10.	Bidder MUST fill, sign and stamp the integrity Declaration Forms provided in the Tender Document.	Must Comply	
11.	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 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.

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

2.8.2 Stage 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;

	Required Information	Response	Marks to Award
1	Do you have a proven track record of at least five projects of similar nature (i.e. Tourism Strategy Development, War room Concept Methodology, Public & Private Stakeholder Engagement, data collection, impact evaluations) during the last five years?	YES / NO _____ Please elaborate and attach relevant evidence.	35
2	Do you have strong experience in understanding of tourism strategic frameworks and challenges in the landscape in developing countries over the last five years?	YES / NO _____ Please elaborate and attach relevant evidence.	15

3	Do you have strong experience undertaking consulting engagements focused on developing Post Crisis and Recovery Strategy, implementation plans focused and budgets, in the last five years?	YES / NO _____ Please elaborate and attach relevant evidence.	10
4	Do you have experience in creating Destination Strategic budgets and implementing plans in a cost-effective manner in the last five years?	YES / NO _____ Please elaborate and attach relevant evidence.	10
5	Do you have demonstrated ability to work collaboratively with government and Private counterparts in the last five years?	YES / NO _____ Please elaborate and attach relevant evidence.	10

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'.

The minimum aggregate/average pass mark for the scored criterion above is: 65% out of 80%.

2.8.3 Stage 3: Financial Evaluation

The Financial Evaluation (Quoted Prices, Liquidity) 20%

The Bidders who scores 80% and above will be deemed to be technically responsive and will be evaluated for responsiveness. Only the Financial Bids of those who have technically qualified shall be opened for further evaluation.

Scores will be allocated for, liquidity, fully itemized costs, filling of the relevant forms. The score out of 20 for each bidder will be recorded.

The financial evaluation will consist of a maximum of 20 points and these will be allocated using the following formulae: -

Financial Score = 20 x (Pm/P);

where: -

Pm: Lowest priced financial proposal

P: Total bid price of the bid under consideration.

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be considered for award of the tender.

2.8.4 Stage 4: Ranking of the Bidders Using the Formula

1. The individual technical scores of the technically qualified Bidders, will be normalized as per the formula below:

$$T_n = (T_b/T_{max}) \times 80/100$$

where:

T_n = Normalized technical score for the Bidder under consideration

T_b = Absolute technical score for the Bidder under consideration

T_{max} = Maximum absolute technical score obtained by any Bidder

2. The commercial scores will be calculated as per formula given below:

$$F_n = (F_{min}/F_b) \times X/100$$

where:

X = The financial score for individual bidders

F_n = Normalized financial score for the Bidder under consideration

F_b = The commercial bid value of the Bidder under consideration

F_{min} = Minimum commercial Value bid

3. The overall score will be calculated as per the formula given below:

$$B_n = T_n + F_n$$

where:

B_n = Overall score of the Bidder under consideration

T_n = Normalized technical score of the Bidder under consideration

F_n = Normalized financial score of the Bidder under consideration

Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award. The final scores would be rounded off to two decimals and in case of a tie, the bidder with lower financial quote will be selected.

2.8.5 Stage 5: Due-Diligence (Mandatory and Scoring)

Due-diligence will be conducted on the bidder who will have emerged a winner. In case the report is not positive the second lowest responsive bidder will be considered for due diligence.

SECTION III – STANDARDS FORMS OF CONTRACT

1.1 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 applies to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address Tel No/Mobile.E mail

.....

Nature of

Business,

Registration Certificate No.VAT Reg. No

.....

Maximum value of business which you can handle at any one time – Kshs.

.....

Name of your bankers BranchBank Account

.....

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

No. of employees ID/Passport No.

.....

Citizenship details

.....

Part 2 (b) Partnership

Given details of partners as follows:

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;

Name	Nationality	Citizenship	Details	Shares%
------	-------------	-------------	---------	---------

ID/Passport	No.
-------------	-----

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

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

3.
---------	-------

4.
---------	-------

No. of employees

Date Signature of Candidate

.....

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

1.2 Form of Tender

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

_____ [date [_____ [signature of the Bank]

_____ [Witness] _____ [seal]

1.4 Bank Guarantee for Advance Payment

To: _____ [name of Employer] _____(Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the Advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

1.5 Integrity Declaration Form

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

1.6 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/contracts shall be signed by the parties within 30days 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) _____

SECTION IV: - FINANCIAL PROPOSAL

4.1 Notes on preparation of Financial Proposal

4.1.1 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 done to be clearly understood by the procuring entity.

4.1.2 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.

4.1.3 The financial proposal should be prepared using the Standard forms provided in this part

4.2 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]

4.3 Summary of Costs

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

4.4 Breakdown of Price Per Activity

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

4.5 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				_____

4.6 Reimbursable 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				

4.7 Miscellaneous Expenses

Activity No. _____

Activity Name: _____

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

SECTION V – GENERAL CONDITIONS OF CONTRACT

5. General Provisions

5.1 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 TRI under this Contract;
- (i) “Party” means the TRI 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.

5.2 Law Governing the Contract	This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
5.3 Language	This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5.4 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.
5.5 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 TRI may approve.
5.6 Authorized Representatives	Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the TRI or the Consultant may be taken or executed by the officials specified in the SC.

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

6. Commencement, Completion, Modification and Termination of Contract

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

6.2 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.

6.3 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.

6.4 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.

6.5 Force Majeure

6.5.1 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.

6.5.2 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.

6.5.3 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.

6.5.4 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.

6.6 Termination

6.6.1 By the
TRI

The TRI 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 TRI may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the TRI, 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 TRI, 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 TRI of the benefits of free and open competition.

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

6.6.2 By the The Consultant may terminate this Contract by not less Consultant than thirty (30) days' written notice to the TRI, such notice

To be given after the occurrence of any of the following events;

- (a) if the TRI 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.

6.6.3 Payment
upon
Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the TRI 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.

7. Obligations of the Consultant

7.1 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 TRI and shall at all times support and safeguard the TRI's legitimate interests in any dealing with Sub consultants or third parties.

7.2 Conflict of Interests

- 7.2.1 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 TRI 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 TRI 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 TRI. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall Be for the account of the TRI.

7.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

7.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

7.3 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 TRI's business or operations without the prior written consent of the TRI.

7.4 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 TRI, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the TRI's request, shall provide evidence to the TRI showing that such insurance has been taken out and maintained and that the current premiums have been paid.

7.5 Consultant's
Actions Requiring
TRI's prior

The Consultant shall obtain the TRI's prior approval in writing before taking any of the following Approval

- (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").

7.6 Reporting
Obligations

the Consultants shall submit to the TRI the reports and documents specified in Appendix A in the form, in The numbers, and within the periods set forth in the said Appendix.

7.7 Documents

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 TRI and the Consultant. The Property shall, not later than upon termination or expiration of this of the TRI Contract, deliver all such documents and software to the TRI 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.

8. Consultant's Personnel

8.1 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 TRI.

8.2 Removal
and/or
Replacement
Of Personnel

(a) Except as the TRI 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 TRI finds that any of the Personnel have
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) the TRI has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the TRI's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the TRI.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

9. Obligations of the TRI

9.1 Assistance and Exemptions

The TRI 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.

9.2 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.

9.3 Services and Facilities

The TRI shall make available to the Consultant the Services and Facilities listed under Appendix F.

10. Payments to the Consultant

10.1 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.

10.2 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.

10.3 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.

10.4 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 TRI specifying the amount due.

10.5 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 TRI 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.

11. Settlement of Disputes

11.1 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.

11.2 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.

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