



KENYA FILM CLASSIFICATION BOARD
15th floor, Uchumi House.
P.O Box 44226-00100, Nairobi, Kenya.

REQUEST FOR PROPOSAL

FOR

**THE PROVISION OF LEGAL CONSULTANCY
SERVICES FOR FACILITATION OF
WORKSHOPS ON THE CURRENT FILMS AND
STAGE PLAYS ACT CAP 222 LAWS OF KENYA
AND LEGISLATIVE PROPOSALS DEVELOPED
IN-HOUSE BY THE KFCB**

RFP NO: KFCB /09/2016-2017

Closing date: **Friday 17th February, 2017 at 10.00 a.m.**

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REQUEST FOR PROPOSAL FOR THE PROVISION OF LEGAL CONSULTANCY

The Kenya Film Classification Board (KFCB) is a State Corporation established under the Film and Stage Plays Act Cap 222 Laws of Kenya to regulate the creation, broadcast, distribution and exhibition of film and broadcast content to conform to national aspirations, values, culture and morality. Further, the Kenya Information and Communications Act (KICA) empowers KFCB to impose age restrictions on programmes to protect children and minors from exposure to harmful content.

KFCB is in the process of sourcing for a firm to provide **Legal Consultancy Services for facilitation of Workshops on the current Films and Stage Plays Act Cap 222 Laws of Kenya and Legislative Proposals Developed In-House by KFCB**. KFCB therefore invites interested Firms to submit their proposals.

OBJECTIVES OF THE CONSULTANCY

The purpose of the consultancy is to collect and collate views of stakeholders with a view to developing a proposed Films and Stage Plays Act that is harmonized with existing sector laws, the constitution of Kenya 2010 and the international instruments binding on Kenya by virtue of article 2(6) of the Constitution of Kenya 2010.

Interested eligible candidates may obtain the complete set of Request for Proposal (RFP) document from the Procurement Office, Kenya Film Classification Board, Uchumi House 15th Floor, during normal working hours upon payment of a non -refundable tender fee of Kshs. **1,000.00** or down loading the document from the KFCB website www.kfcb.co.ke free of charge. Bidders who download the tender document must forward their particulars immediately to info@kfcb.co.ke for records and for the purposes of receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all costs and taxes, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed Proposal Documents enclosed in plain sealed envelopes, marked with the Tender Name and Number should be deposited in the Tender Box provided at The Kenya Film Classification Board's Offices, **15th floor, Uchumi House, Aga Khan Walk, Nairobi** addressed to:

**The Chief Executive Officer
Kenya Film Classification Board
P.O. Box 44226-00100
Nairobi.**

To be received on or before **10.00 am on 17th February, 2017**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Boardroom, 15th floor, Uchumi House at 10.00 am on 17th February, 2017.**

CHIEF EXECUTIVE OFFICER
KENYA FILM CLASSIFICATION BOARD

SECTION II INTRODUCTION

1. Introduction

Kenya Film Classification Board (KFCB) is mandated by Films and Stage Plays Act Cap 222 Laws of Kenya to regulate the creation, broadcasting, possession, distribution and exhibition of films in the country. The main functions of the Board are to examine and classify films meant for public exhibition in order to confirm to the national culture, aspirations and moral standards, as prescribed by the law and protect the public from any undesirable film material that may prejudice maintenance of public order and offend decency. Further the Board issues licenses to film agents, distributors and exhibitors of films.

2. Background and Context

The Board operates as State Corporation under the Ministry of Sports, Culture and the Arts. The Ministry provides the necessary resources and policy direction that supports operations of the board. The government developed policy proposals to restructure the board to enable it improve service delivery to the public. Part of the policy proposals include reviewing the Films and Stage Plays Act which was enacted in the year 1963 and last reviewed in 2012. Further several statutes impacting on the media industry generally and the film and broadcast have been enacted. These include the Kenya Information and Communication Act 1998, the Media Council (Amendment) Act 2013, Security Laws (Amendment) Act 2015 and the latest legislative intervention is the programming code 2016 which has conferred a direct responsibility on the KFCB with regard to classification of broadcast content. There is also a need to align the films and stage plays act with the provisions of the Constitution of Kenya 2010 and the international instruments that bind Kenya by reason of the provisions of Article 2 (5)&(6) of the Constitution of Kenya 2010.

It is against this background that the board of directors of the KFCB resolved to review provisions of the current Films and Stage Plays Act and other legislation that impact on the mandate of the KFCB with a view to replacing the same with a stand-alone act of parliament that speaks to all the policy proposals to restructure the KFCB and make it more responsive to emerging issues in the film and broadcast industry as well as globalization and technology. To assist the board undertake this task, the board proposes to engage a consultant to facilitate a series of workshops to review the current Films and Stage Plays Act and draft legislative proposals developed in-house by the KFCB.

SECTION III INFORMATION TO CONSULTANTS (ITC)

3.1 Introduction

- 3.1.1 The Client named in the Appendix to INFORMATION TO CONSULTANTS “ITC” will select a firm in accordance with the method of selection detailed in the Section IV - Appendix to ITC..
- 3.1.2 The Tenderers are invited to submit a Technical Proposal and a Financial Proposal as specified in the Appendix “ITC” for Public Relations Consultancy Services required for the assignment named in Appendix to ITC. The highest ranked firms who meet the pass mark of the technical proposal shall be financially evaluated. The final evaluation will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 3.1.3 The Tenderers 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, Tenderers are encouraged to liaise with the Client in writing regarding any information that they may require before submitting a proposal.
- 3.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to KFCB are not reimbursable as a direct cost of the assignment and (ii) KFCB is not bound to accept any of the proposals submitted.
- 3.1.5 There shall be **NO** price charged for the tender document, if downloaded from the client’s website.
- 3.1.6 The tenderer may view online the tender document.

3.2 Clarification and Amendment of RFP Documents

- 3.2.1 The Tenderer may request a clarification on the RFP document 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 Client’s address indicated in the Appendix “ITC”. The Client 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 Tenderers who intend to submit proposals.
- 3.2.2 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 amendments shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited Tenderers and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

3.3 Preparation of Technical Proposal

- 3.3.1 The Tenderer proposal shall be written in English language
- 3.3.2 In preparing the Technical Proposal, Tenderers 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.

3.3.2 While preparing the Technical Proposal, Tenderer must give particular attention to the following:

- (i) If a Tenderer considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Tenderer(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Tenderer shall not associate with other Tenderers invited for this assignment. A tenderer associating with other Tenderers in contravention of this requirement shall automatically be disqualified.
- (ii) It is desirable that majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix to ITC.
- (iv) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the Tenderer 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 Client.
- (iii) Detailed project execution plan, including task definition and, activity time frames as per the terms of reference
- (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.
- (vi) Any additional information requested in Appendix "ITC".

3.3.5 The Technical Proposal shall not include any financial information.

3.4 Preparation of Financial Proposal

- 3.4.1 In preparing the Financial Proposal, Tenderers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It should provide all costs associated with the proposal. If appropriate these costs should be broken down by activity.
- 3.4.2 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 Tenderers, the sub-Tenderers and their personnel, unless Appendix "ITC" specifies otherwise.
- 3.4.3 Tenderers shall express the price of their services in Kenya Shillings.
- 3.4.4 The Proposal must remain valid for 120 days after the submission date. During this period, the Tenderer is expected to keep available, at his own cost, the professional staff proposed for the

assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Tenderers shall agree to the extension.

3.5 Submission, Receipt, and Opening of Proposals

- 3.5.1 The original proposal (Technical Proposal and Financial 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.
- 3.5.2 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.**”
- 3.5.3 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 Tenderer unopened.
- 3.5.4 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 client department up to the time for opening of financial proposals.

3.6 Proposals Evaluation General

- 3.6.1 From the time the bids are opened to the time the Contract is awarded, if any Tenderer wishes to contact the Client 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 Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the Tenderer’s proposal.

3.7 Evaluation of The Technical Proposals

- 3.7.1 The Tender Evaluation Committee appointed by KFCB shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria named in the **Appendix to information to Tenderers**.
- 3.7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 3.7.3 Each responsive proposal will be given a technical score (St). 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”.

- 3.7.4 Tenderers shall prepare the number of copies indicated in Appendix “ITC”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” and “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall prevail.

3.8 Public Opening and Evaluation of Financial Proposal

- 3.8.1 After Technical Proposal evaluation, the Client shall notify those Tenderers 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 Client shall simultaneously notify the Tenderers 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 Tenderers 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.
- 3.8.2 The Financial Proposals shall be opened publicly in the presence of the Tenderers’ representatives who choose to attend. The name of the Tenderer, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 3.8.3 The Tender Evaluation Committee will determine whether the financial proposals are complete (i.e. whether the Tenderer has costed all the items of the corresponding Technical Proposal and correct any computational errors. 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.
- 3.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
$$Sf = 100 \times \frac{FM}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix ITC. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 3.8.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.8.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 3.8.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 3.8.8 The contract is expected to start immediately after contract signing

3.9 Negotiations

- 3.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 3.9.1 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. 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 Client to ensure satisfactory implementation of the assignment.
- 3.9.2 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 3.9.3 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 be actually 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.
- 3.9.4 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.
- 3.9.5 KFCB shall appoint a team for the purpose of the negotiations.

3.10 Award of Contract

- 3.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Tenderers on the shortlist that they were unsuccessful and return the Financial Proposals of those Tenderers who did not pass the technical evaluation.
- 3.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “ITC”.
- 3.10.3 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.
- 3.10.4 KFCB may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.10.5 KFCB 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.

3.10.6 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.

3.11 Confidentiality

3.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderers 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.

3.12 Corrupt or fraudulent practices

3.12.1 KFCB requires that the Tenderers 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.

3.12.2 KFCB will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

SECTION IV APPENDIX TO INFORMATION TO CONSULTANTS

The following information for procurement of consultancy services and selection of Tenderers shall complement or amend the provisions of the information to Tenderers, wherever there is a conflict between the provisions of the information and to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to Tenderers.

4.1 The name of the Client is: **Kenya Film Classification Board**

4.2 Separate Technical and Financial Proposals are required: *Yes*

The name of the assignment is:

Provision of Legal Consultancy Services for facilitation of Workshops on the current Films and Stage Plays Act Cap 222 Laws of Kenya and Legislative Proposals Developed In-House by KFCB

4.3 A pre-proposal conference will be held: *No*

The name, address and telephone numbers of the Client's official is:

Loice Shalakha
Senior Legal Officer
Kenya Film Classification Board
Uchumi House, 15th Floor,
Aga Khan Walk, NAIROBI
Tel: +254 (020) 2250600
E-mail: info@kfc.co.ke

4.4 The Client will provide the following inputs:

- a) KFCB generated documents that may be needed/ required by the Tenderer during the course of execution of the contract.
- b) Nominate a liaison officer and counterpart staff who will work closely and maintain regular contact with the Tenderer on matters regarding this consultancy.

4.5 The proposal submission address is:

Proposals must be deposited in the Tender Box on 15th floor, Uchumi House, Aga Khan Walk, Nairobi addressed to:

THE CHIEF EXECUTIVE OFFICER,
KENYA FILM CLASSIFICATION BOARD,
P. O. BOX 44226 – 00100, NAIROBI

So as to be received on or before **17th February, 2017 at 10.00 am**. Information on the outer envelope should include the address above and should contain the following information:

PROVISION OF LEGAL CONSULTANCY: RFP. NO. KFCB/09/2016–2017.

4.6 The minimum required experience of proposed professional staff is: **as in the Schedule of Requirements in Section V**. This information is fully provided for in the Terms of Reference and shall form part of the evaluation criteria.

4.7 Taxes: **All applicable taxes to be included in the Financial Proposals**

4.8 The Tender Validity period is **120 days** after date of tender opening **i.e 17th February, 2017**

4.9 Consultants must submit only **ONE COPY** each of the technical and financial proposal.

4.10 The address to send information to the Client is:

**Chief Executive Officer
Kenya Film Classification Board
Uchumi House, 15th Floor, Aga Khan
Walk P. O. Box 44226-00100
NAIROBI**

4.11 MANDATORY REQUIREMENTS

- i. Company Registration Certification/Certificate of Incorporation
- ii. Valid Tax Compliance Certificate
- iii. Duly Filled confidential business questionnaire form

SECTION V SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR PROVISION OF LEGAL CONSULTANCY SERVICES FOR FACILITATION OF WORKSHOPS ON THE CURRENT FILMS AND STAGE PLAYS ACT CAP 222 LAWS OF KENYA AND LEGISLATIVE PROPOSALS DEVELOPED IN-HOUSE BY KFCB

5.1 Introduction

Kenya Film Classification Board (KFCB) is mandated by Films and Stage Plays Act Cap 222 Laws of Kenya to regulate the creation, broadcasting, possession, distribution and exhibition of films in the country. The main functions of the Board are to examine and classify films meant for public exhibition in order to confirm to the national culture, aspirations and moral standards, as prescribed by the law and protect the public from any undesirable film material that may prejudice maintenance of public order and offend decency. Further the Board issues licenses to film agents, distributors and exhibitors of films.

5.2 Background and Context

The Board operates as State Corporation under the Ministry of Sports, Culture and the Arts. The Ministry provides the necessary resources and policy direction that supports operations of the board. The government developed policy proposals to restructure the board to enable it improve service delivery to the public. Part of the policy proposals include reviewing the Films and Stage Plays Act which was enacted in the year 1963 and last reviewed in 2012. Further several statutes impacting on the media industry generally and the film and broadcast have been enacted. These include the Kenya Information and Communication Act 1998, the Media Council (Amendment) Act 2013, Security Laws (Amendment) Act 2015 and the latest legislative intervention is the programming code 2016 which has conferred a direct responsibility on the KFCB with regard to classification of broadcast content. There is also a need to align the films and stage plays act with the provisions of the Constitution of Kenya 2010 and the international instruments that bind Kenya by reason of the provisions of Article 2 (5)&(6) of the Constitution of Kenya 2010.

It is against this background that the board of directors of the KFCB resolved to review provisions of the current Films and Stage Plays Act and other legislation that impact on the mandate of the KFCB with a view to replacing the same with a stand-alone act of parliament that speaks to all the policy proposals to restructure the KFCB and make it more responsive to emerging issues in the film and broadcast industry as well as globalization and technology. To assist the board undertake this task, the board proposes to engage a consultant to facilitate a series of workshops to review the current Films and Stage Plays Act and draft legislative proposals developed in-house by the KFCB.

5.3 Objectives of the Assignment

The purpose of the consultancy is to collect and collate views of stakeholders with a view to developing a proposed Films and Stage Plays Act that is harmonized with existing sector laws, the constitution of Kenya 2010 and the international instruments binding on Kenya by virtue of article 2(6) of the Constitution of Kenya 2010.

5.4 Scope of Work:

The consultant is expected to facilitate a series of 13 workshops in various parts of the country for identified stakeholders to discuss the current Films and Stage Plays Act and the legislative proposals developed in-house by the KFCB. Places where stakeholders meetings will take place include;

4 in Nairobi

2 in Naivasha

2 in Mombosa

1 in Malindi, Kisumu, Kakamega, Nyeri and Eldoret

5.5 Duties and responsibilities

In collaboration with the in-house Senior Legal Officer and the technical departments, the consultant will be expected to undertake the following activities:

- a) Review all the laws that impact on the mandate of the KFCB and identify any overlaps and conflicts that may require harmonization and consolidation into one statute
- b) Undertake a comparative review of the jurisprudence emerging from the courts touching on freedom of the media, freedom of speech and freedom of expression which impact directly or indirectly on the current and proposed mandate of the KFCB and identify emerging trends that should be taken into account in reviewing the Films and Stage Plays Act
- c) Present a concise but comprehensive report on the findings on (1) and (2) to the KFCB before the commencement of the workshops.
- d) Develop a short but comprehensive power point presentation on (1) and (2) that can be used to sensitize all stakeholders on the existing state of the law
- e) Make presentations on the current Films and Stage Plays Act as well as the draft legislative proposals developed in-house by the KFCB at the 14 stakeholder's workshops in various parts of the country and guide the discussions on the same.
- f) Prepare a concise but comprehensive report in respect of each workshop clearly capturing the views of the stakeholders
- g) Prepare a consolidated report on all the workshops
- h) Propose changes to the draft legislative proposals developed in house by the KFCB to accommodate the views of stakeholders
- i) Facilitate retreats by the Board and Management of the KFCB to discuss the views of stakeholders.

5.6 Key Deliverables

The above activities will be expected to produce the following outputs:

- a) A comprehensive report on the current state of the law that impacts on the mandate of the KFCB
- b) Presentation of the report in (1) to the KFCB prior to the commencement of the workshops
- c) A standardized power point presentation that can be used to sensitize stakeholders on the existing state of the law
- d) Facilitation of 14 workshops in various parts of the country
- e) Individual workshop reports

- f) A consolidated report on the 14 workshops
- g) Clearly articulated proposals for necessary changes to the legislative proposals developed in house by the KFCB

5.7 Key Qualifications, Experience and Skills

Basic qualification requirements/Mandatory Pass/ fail requirements

- The consultant must be a holder of Master's degree in Law
- An advocate of the High Court of Kenya of 10 years standing as an active practitioner or teacher of law with a bias in Constitutional Law and Media Law.

In addition to the above, the consultant must demonstrate;

- A proven understanding and expertise in media law and regulation
- A proven understanding and expertise of current legal issues in the film and broadcast industry
- Proven ability and wide experience in facilitating similar workshops and moderating similar discussions
- Good inter-personal skills, ability to work in a consultative and collaborative manner and an ability to establish and maintain effective partnerships and working relationships with key stakeholders
- Strong communication and IT skills.
- Proven report writing skills
- Ability to establish priorities, plan, coordinate and monitor own work with minimal supervision.
- Ability to deliver on time every time.
- Training and/ or experience in legislative drafting will be an added advantage.

5.8 Timing and Duration

The assignment is estimated to commence in February 2017 and to be completed in April 2017.

5.9 Reporting Arrangements

The consultant will report to the KFCB Senior Legal Officer who will consult closely with the KFCB Chief Executive Officer.

SECTION VI - TECHNICAL & FINANCIAL EVALUATION

TECHNICAL EVALUATION

6.1 Notes on the preparation of the Technical Proposals

6.1.1 In preparing the technical proposals the Tenderer is expected to examine all terms and information included in the RFP. ***Failure to provide all requested information shall be at the Tenderers own risk and may result in rejection of the Tenderer's proposal.***

6.1.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

6.1.3 The Technical proposal shall **not** include any financial information unless it is allowed in the Appendix to information to the Tenderers or the Special Conditions of contract.

6.2 FINANCIAL EVALUATION

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is

Indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix ITC. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6.3 Award Criteria:

The tenderer with the highest combined technical and financial scores shall be awarded the contract.

SECTION VII- STANDARD FORMS

FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **PUBLIC RELATIONS** in accordance with your Request for Proposal No. KFCB/04/2016-2017 and our Proposal. Our attached Financial Proposal is a proposed as below. *[Rate in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services in accordance with your Request for Proposal No. KFCB/04/2016-2017 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

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:*]

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

On the Terms of Reference:

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

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

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

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto KENYA FILM CLASSIFICATION BOARD (hereinafter called “the Procuring Entity”) in the sum of for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this _____ day of _____ 20 .

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 KFCB up to the above amount upon receipt of its first written demand, without KFCB having to substantiate its demand, provided that in its demand KFCB will note that the amount claimed by it is due to it, 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

Part 1 General

Business Name

Location of Business Premises

Plot No.....Street/Road.....

Postal addressTel No.

Fax Email

Nature of Business

Registration Certificate No.

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

Name of your bankers

Branch

| | | | | |
|------|---|---------------------|-------------|---------------------|
| | <p>Part 2 (a) – Sole</p> <p>Proprietor Your name in full.....Age.....</p> <p>.....</p> | | | |
| | <p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 30%;">Nationality</td> <td style="width: 40%;">Citizenship details</td> </tr> </table> <p>Shares 1.</p> <p>.....</p> <p>.....</p> | Name | Nationality | Citizenship details |
| Name | Nationality | Citizenship details | | |
| | <p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 30%;">Nationality</td> <td style="width: 40%;">Citizenship details</td> </tr> </table> <p>Shares 1.</p> <p>.....</p> <p>.....</p> <p>2.</p> <p>.....</p> <p>.....</p> <p>3.</p> <p>.....</p> | Name | Nationality | Citizenship details |
| Name | Nationality | Citizenship details | | |
| | <p>Date</p> <p>Signature of</p> | | | |

APPENDIX I - FIRM'S REFERENCES

**2. FIRM'S REFERENCES
Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

| | | |
|--|----------------------------------|--|
| Assignment Name: | | Country |
| Location within Country: | | Professional Staff provided by Your Firm/Entity(profiles): |
| Name of Client: | | Clients contact person for the assignment. |
| Address: | | No of Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (Kshs) |
| Name of Associated Consultants. If any: | | No of Months of Professional Staff provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: | | |
| Narrative Description of the nature of the assignment, the role of the firm in the planning, implementation and closing of the assignment: | | |
| Description of Actual Services Provided by Your Staff: | | |

Firm's Name: _____
Name and title of signatory; _____

(May be amended as necessary)

APPENDIX II - TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical Staff

| Position | Name | Tasks Assigned |
|-----------------|-------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

APPENDIX III. 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: _____ (Attach Certificate where required)

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education: (Attach Certificates where required)

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

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

_____ Date: _____
_____ [*Original*
signature of staff member]
_____ Date: _____
[*Original signature of authorised representative of the firm*]

Full name of staff member: _____

Full name of authorized representative: _____