



KENYA FILM CLASSIFICATION BOARD

15th floor, Uchumi House.

P.O Box 44226-00100, Nairobi, Kenya.

RFP NO: KFCB / 16/2016/2017

**REQUEST FOR PROPOSALS FOR
CONDUCTING A SURVEY TO ESTABLISH
THE LEVEL OF COMPLIANCE TO THE
PROGRAMMING CODE FOR THE FREE-TO-
AIR TV AND RADIO SERVICES IN KENYA**

MAY 2017

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INTRODUCTION

The Kenya Film Classification Board a state Parastatal under the Ministry of Culture, Sports and the Arts is mandated by Films and Stage Plays Act Cap 222 of Laws of Kenya to regulate the creation, broadcasting, possession, distribution and exhibition of films in the country with a view to protect national values and morality as enshrined in Article 10 and 11 of the Constitution of Kenya, 2010. Section 12 (2) of Cap 222 stipulates that No film or class of film shall be distributed, exhibited or broadcast, either publicly or privately, unless the Board has examined it and issued a certificate of approval in respect thereof. The Kenya Information and Communications Act (KICA) further empowers the Board to impose age restrictions to ensure that content which have been rated as adult or are of the language intended for adult audiences are not aired during the watershed period (between 5am –10 pm) in interest of protecting children from undesirable content. In addition, the Programming Code for the free-to-air TV and Radio Services in Kenya that came to force on 1st July 2016 vests the classification and rating of all Programme and non-programme matter on KFCB.

PROBLEM STATEMENT

The Board's Strategic Plan for 2016/2017 to 2020/2021 identified the following as some the Strategic issues: Inadequate legal framework; inadequate service delivery to the public, low level of compliance to film and broadcast regulations by the film operators, Board's poor visibility and negative image.

In its Strategic Model, the Board identified the following as some of the turnaround strategies: Review of the Films and Stage Plays Act and the existing policies to address the lacuna, to hold public sensitization and awareness campaign, to develop and implement a communication strategy and to conduct a survey on the level of compliance by the film operators to set laws.

RATIONALE

The digital migration resulted in increase of TV stations to over 65 channels and 135 FM radio stations which were on air as at 31st December 2016 according to Communications Authority of Kenya records (2016). A number of broadcast stations now stream live online. With the increase in ownership of smartphones, internet connectivity, and decrease in the cost of mobile data, the access of media content by the Kenyan population is almost instant. This scenario presents in the backdrop of a study on Kenyans' media consumption habits, which showed that an urban child will spend 28 hours per week on television (Ipsos Synovate 2011) and the KFCB's broadcast monitoring reports that indicate that a lot of adult content is aired on

television and radio stations in Kenya during a time that children are likely to be watching/listening (KFCB unpublished literature).

In view of this and its efforts to achieve its mandate and some of the goals set out in its Strategic Plan, KFCB wishes to carry out a survey to establish the level of compliance to the Programming Code for the free-to-air TV and Radio services in Kenya which came into force on 1st July 2016. The survey results are aimed at:

- i) Establishing the stakeholders' opinion to the content classification system
- ii) Establishing the stakeholders' opinion to the content classification requirement
- iii) Indicating the broadcast stations level of compliance to the mandating laws cited above and other related legislation.
- iv) Informing the compliance enforcement strategies
- v) Establishing the level of customers' satisfaction with the Board's classification role as well as help identify some customer needs.

This is to ensure that:

- classification decisions are based on, and reflect, generally-accepted societal norms, national values, virtues and standards of tolerance
- to encourage better use of classification decisions, especially when making viewing and listening choices for children.

SECTION I – INVITATION TO TENDER

Date: 2ND MAY 2017

RFP REF No. KFCB/16/2016/2017

NAME: PROVISION OF CONSULTANCY SERVICES FOR CONDUCTING A SURVEY TO ESTABLISH THE LEVEL OF COMPLIANCE TO THE PROGRAMMING CODE FOR THE FREE-TO-AIR TV AND RADIO SERVICES IN KENYA

- 1.1 The Kenya Film Classification Board invites sealed tenders from eligible candidates to conduct a survey to establish the Level of Compliance to the Programming Code for the Free-To-Air TV and Radio Services in Kenya.
- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenya Film Classification Board Uchumi House 15th Floor P.O BOX 44226-00100 Nairobi** during normal office working hours.
- 1.2 A complete set of tender documents may be obtained from the Procurement Office, Kenya Film Classification Board, Uchumi House 15th Floor, upon payment of a non -refundable tender fee of **Kshs. 1,000.00** or downloading 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.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120 Days) days from the closing date of the RFP.
- 1.4 Completed RFP documents are to be enclosed in plain sealed envelopes, marked with the RFP number and name and be deposited in the tender box at **15th floor Uchumi House** or be addressed to

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

so as to be received on or before **Wednesday 17th May 2017 at 11.00 am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KFCB offices 15th floor.**

**Chief Executive Officer
KENYA FILM CLASSIFICATION BOARD**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” 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 procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services 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.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client 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.
- 2.1.4 The Procuring entity 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.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by 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 consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 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 majorities 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.

2.3.4 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 Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) 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".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

2.4.2 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 consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 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.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. 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 consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the 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.

2.5.3 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.**”

2.5.4 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.

2.5.5 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 public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant 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 consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>

Total Points 100

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".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client 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 Client 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.

- 2.8.2 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 Client shall prepare minutes of the public opening.
- 2.8.3 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. 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.
- 2.8.4 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.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m 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 (S_t) and financial (S_f) 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. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 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.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. 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.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will 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.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client 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.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

- 2.10.3 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.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity 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.
- 2.10.6 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.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

Clause Reference

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

2.1.1 The method of selection is: **Quality Based Selection**

2.1.2 Technical and Financial Proposals are requested: **Yes** **No**

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

Provision of consultancy services to conduct a survey to establish the level of compliance to the Programming Code for the Free-to-Air TV and radio services in Kenya.

The survey results are aimed at:

- i) Establishing the stakeholders' opinion to the content classification system
- ii) Establishing the stakeholders' opinion to the content classification requirement
- iii) Indicating the broadcast stations level of compliance to the mandating laws cited above and other related legislation.
- iv) Informing the compliance enforcement strategies
- v) Establishing the level of customers' satisfaction with the Board's classification role as well as help identify some customer needs.

2.1.3 A pre-proposal conference will be held: Yes No

2.5.2 Consultants shall submit only **ONE** copy of the proposal. Technical and Financial proposals will need to be submitted as separate documents; financial proposals for non-qualifying technical proposals will not be opened.

2.5.4 The proposal submission address is: **Uchumi House 15th Floor.** Information on the outer envelope should also include the RFP Number.

2.5.4 Proposals must be submitted no later than the following date and time: **17th May 2017 at 11.00a.m**

2.5.4 The address to send information to the Client is:

**Chief Executive Officer
Kenya Film Classification Board**

2.7 Evaluation Criteria

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical and Financial. The evaluation criteria will be based on the following weights: -

- a. Mandatory – Met/Not Met
- b. Technical – Out of 80%
- c. Financial – 20%

(a) Mandatory Evaluation

The tender shall undergo a general pre-qualification process in order to determine the compliance of a bid with the following mandatory requirements. Tenderers are required to comply with the following requirements, failure to which the firm shall not proceed to the next stage of evaluation:

No	Requirements	Met	Not Met
1.	Duly filled Technical Proposal Submission Form		
2.	Certificate of business registration/incorporation of the firm		
3.	Valid Tax Compliance Certificate		
4.	Complete the attached Confidential Business Questionnaire		
5.	Show exact Physical location of business i.e. town, street, building, floor and contact person (s) etc;		
6.	Serialize submitted bid document		

The tenderers who do not satisfy any of the above requirements shall be considered non – responsive and will not be evaluated further.

(b) Technical Evaluation

The technical evaluation shall be undertaken by analyzing the bidders' proposals to determine their completeness in responding to the terms of reference. The methodology proposed by the bidders must address all specific tasks outlined and the bidders shall provide proof of relevant qualifications and experience. The minimum technical score required to pass is 70%.

(c) Financial Evaluation

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

$$\text{Financial Score} = 20 \times P_m/P;$$

where:-

P_m : 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.

Note: Tenderers will be expected to quote in KES. Inclusive of all taxes.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 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.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL 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. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Two 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):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	No of Months of Professional Staff provided by Associated Consultants:
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Position	Task

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:

[Signature of staff member]

_____ Date; _____
[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment]

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 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.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1.	Financial proposal submission Form	32
2.	Summary of costs	33
3.	Breakdown of price/per activity	34
4.	Breakdown of remuneration per activity	35
5.	Reimbursables per activity	36
6.	Miscellaneous expenses	37

1. 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]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

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

6. 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: - TERMS OF REFERENCE

TERMS OF REFERENCE (TORS) AND SCOPE OF SERVICES FOR CONDUCTING A SURVEY TO ESTABLISH THE LEVEL OF COMPLIANCE TO THE PROGRAMMING CODE FOR THE FREE-TO- AIR TV AND RADIO SERVICES IN KENYA

5.1 INTRODUCTION

The Kenya Film Classification Board a state Parastatal under the Ministry of Culture, Sports and the Arts is mandated by Films and Stage Plays Act Cap 222 of Laws of Kenya to regulate the creation, broadcasting, possession, distribution and exhibition of films in the country with a view to protect national values and morality as enshrined in Article 10 and 11 of the Constitution of Kenya, 2010. Section 12 (2) of Cap 222 stipulates that No film or class of film shall be distributed, exhibited or broadcast, either publicly or privately, unless the Board has examined it and issued a certificate of approval in respect thereof. The Kenya Information and Communications Act (KICA) further empowers the Board to impose age restrictions to ensure that content which have been rated as adult or are of the language intended for adult audiences are not aired during the watershed period (between 5am –10 pm) in interest of protecting children from undesirable content. In addition, the Programming Code for the free-to-air TV and Radio Services in Kenya that came to force on 1st July 2016 vests the classification and rating of all Programme and non-programme matter on KFCB.

5.2 PROBLEM STATEMENT

The Board's Strategic Plan for 2016/2017 to 2020/2021 identified the following as some the Strategic issues: Inadequate legal framework; inadequate service delivery to the public, low level of compliance to film and broadcast regulations by the film operators, Board's poor visibility and negative image.

In its Strategic Model, the Board identified the following as some of the turnaround strategies: Review of the Films and Stage Plays Act and the existing policies to address the lacuna, to hold public sensitization and awareness campaign, to develop and implement a communication strategy and to conduct a survey on the level of compliance by the film operators to set laws.

5.3 RATIONALE

The digital migration resulted in increase of TV stations to over 65 channels and 135 FM radio stations which were on air as at 31st December 2016 according to Communications Authority of Kenya records (2016). A number of broadcast stations now stream live online. With the increase in ownership

of smartphones, internet connectivity, and decrease in the cost of mobile data, the access of media content by the Kenyan population is almost instant. This scenario presents in the backdrop of a study on Kenyans' media consumption habits, which showed that an urban child will spend 28 hours per week on television (Ipsos Synovate 2011) and the KFCB's broadcast monitoring reports that indicate that a lot of adult content is aired on television and radio stations in Kenya during a time that children are likely to be watching/listening (KFCB unpublished literature).

In view of this and its efforts to achieve its mandate and some of the goals set out in its Strategic Plan, KFCB wishes to carry out a survey to establish the level of compliance to the Programming Code for the free-to-air TV and Radio services in Kenya which came into force on 1st July 2016. The survey results are aimed at:

- vi) Establishing the stakeholders' opinion to the content classification system
- vii) Establishing the stakeholders' opinion to the content classification requirement
- viii) Indicating the broadcast stations level of compliance to the mandating laws cited above and other related legislation.
- ix) Informing the compliance enforcement strategies
- x) Establishing the level of customers' satisfaction with the Board's classification role as well as help identify some customer needs.

This is to ensure that:

- classification decisions are based on, and reflect, generally-accepted societal norms, national values, virtues and standards of tolerance
- to encourage better use of classification decisions, especially when making viewing and listening choices for children.

5.4 SCOPE OF THE SURVEY

The survey will seek to investigate the following;

1. **Public opinion towards KFCB mandate**, its relevance to the promotion of national and cultural values, development of the film industry, broadcast sector and the nation at large
2. **Public opinion to the content of some specific films/programs in regard to age suitability in order to protect children**
3. **Public concern about children's exposure to potentially harmful material in various media platforms** such as TV, radio and online platforms. KFCB has identified display of violence, sex, nudity, prejudice and strong language as classifiable elements which determine age restrictions and conditions that may be imposed on the distribution and exhibition of films. This survey is intended to provide information regarding the concerns of parents with regard to their

children's exposure to inappropriate materials, and in particular, to ascertain whether or not parents agree with the classifiable elements identified by the KFCB.

4. **Public knowledge with regard to the current classification system and age ratings in Kenya.** The survey will also investigate whether or not parents make use of KFCB classification decisions in making viewing/listening choices for their children, and, if they do, whether they find the information sufficient to enable them make such choices. The study will explore public understanding of the purpose and significance of classification decisions.
5. **Issues of concern to the public in relation to the KFCB's classification system.** The survey will also provide information regarding aspects of the KFCB's current classification system, categories and processes which, in the opinion of parents, may need revision or improvement.

5.5 METHODOLOGY

The Consultant will be required to use both qualitative and quantitative research methods. It is expected that structured interviews, in-depth interviews and focus groups discussions shall be carried out by the Consultant. These interviews may be done individually or in groups. The Consultant will derive the sampling frame and size from at the minimum the following free to air stations

RADIOS

1. Capital FM – 98.4
2. Nation FM – 96.3
3. Classic FM – 105.2
4. Hot 96 – 96.0
5. Kameme FM
6. Mulembe FM – 97.9
7. 1FM
8. Kaya FM – 95.9
9. Radio Jambo
10. Radio Maisha – 102.7
11. Sound Asia FM
12. Homeboyz Radio – 103.5
13. L. Victoria FM
14. Koch FM
15. Athiani FM
16. Radio Rahma
17. Ghetto FM – 89.9

18. Inooro FM – 98.9
19. KISS FM – 100.3
20. Radio Citizen – 106.7

TV

1. Citizen TV
2. NTV
3. KTN
4. K24
5. KBC
6. Kiss TV
7. Ebru TV
8. MTV
9. Kass TV
10. WTV
11. Baite TV
12. MBCI
13. GBS
14. Heritage TV
15. Njata TV
16. TVC
17. Pwani TV
18. Inooro TV
19. Meru TV
20. UTV

Viewers from the consumers of broadcast received through online TV streams, pay to view and OTTs should also be included. In stratifying the consumers, different age groups, religious background, geographical regions and economic status should be considered.

The Consultant will ensure that there is quality back-checks on data collected.

5.6 DELIVERABLES/ REPORTS

REPORTS	DUE DATE	DESCRIPTION
Inception Report & survey instruments	The Consultant shall, within the first two	The inception report will contain the following information as required in the Terms of Reference; <input type="checkbox"/> Identification of the survey

	weeks after being formally informed of the award, present an Inception Report	<p>respondents</p> <ul style="list-style-type: none"> □ Detailed description of the methodology and tools to be used in carrying out the survey including instruments and quality control and back check tool. □ A detailed timebound work plan for the carrying out of the survey identifying the team composition and timelines. <p>This report will be in MS word format and Consultant required to submit three(3)hard copies and 1 soft copy of the Final Inception Report.</p>
Progress Reports	Every1 week	<p>The progress reports which will be based on the work plan and in not less than 500 words will:</p> <ul style="list-style-type: none"> - Outline the progress to date - Highlight operational details of the project and challenges faced during the period under review - Serve as a monitoring tool for the project’s implementation. <p>The report shall be submitted in MS Word Format and must be submitted as per agreed timelines via email.</p>
Draft Report	Two weeks before the end of the contract period	<p>The draft will include the following but not limited to:</p> <ul style="list-style-type: none"> - Executive Summary, Background, Aims and Objectives, Methodology, Implementation of the project work and the activities, Outcomes, Conclusions and Recommendations
Final Report		<p>The final report will include the following;</p> <ul style="list-style-type: none"> □ Executive Summary, Background, Aims and Objectives, Methodology, Implementation of the project work and the activities, Outcomes, Conclusions and Recommendations □ An abridged version in power point for presentation to management and board of directors • The client’s comments and address any concerns raised by the client in relation to the initial draft report. <p>The report shall be submitted in 3 copies in printed form (hard copy) as well as in</p>

		electronic format (Microsoft Word and a pdf version in soft)
--	--	--

5.7 Requirements and Conditions

Those tendering must:

- ✚ Attach Copy of Certificate of Incorporation;
- ✚ Attach Copies of Tax Compliance, PIN & VAT Registration Certificate
- ✚ Attach Company Profile;
- ✚ Show exact Physical locations of business i.e. town, street, building, floor and contact person (s) etc;
- ✚ Attach Curriculum Vitae (CV) of Technical Staff to carry out the Survey;
- ✚ Certified Copies of Certificates and Testimonials of the Proposed Key Staff;
- ✚ Attach Copy/Copies of evidence of previous experience on similar jobs indicating relevant contracts.
- ✚ Must fill the attached Confidential Business Questionnaire
- ✚ Must fill all required forms in the Tender Document.

5.8 DURATION OF THE CONSULTANCY

The Consultant(s) will be required to prepare and submit a work plan, with cost estimates, indicating deliverables and the proposed time frame to complete the assignment.

5.9 COMPETENCE AND EXPERTISE REQUIREMENTS

The Lead consultant and other professionals should have 3 years minimum working experience

5.10 CLARIFICATIONS

Questions for clarifications may be submitted to info@kfcg.co.ke.

STANDARD FORMS OF CONTRACT

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part
AND

_____ [insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultants address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
- (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

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

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____

[insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. Ceiling

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

B. Schedule of Payments

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

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate Three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project** A. Coordinator

Administration The Client designates _____

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

B. Reports

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

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

6. Confidentiality The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.

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

8. Consultant Not to be Engaged in certain Activities The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall

be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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

10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

2.

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

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.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows																				
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																				
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Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				