REQUEST FOR PROPOSALS (RFP)

FOR PROVISION OF CONSULTANCY SERVICES CARRY OUT A NEEDS ANALYSIS ON MEDIA VIABILITY IN KENYA WITH A FOCUS TO LEGAL, POLICY AND REGULATORY ASPECTS INFLUENCING THE ABILITY FOR MEDIA ORGANISATIONS TO BE SUSTAINABLE.

TENDER NO. MCK/001/PROC/RFP-006/19-20

February, 2020
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SECTION I - LETTER OF INVITATION

To [name and address of consultant] Date: 21st February, 2020

Dear Sir/Madam,

RE: REQUEST FOR PROPOSAL FOR PROVISION CARRY OUT A NEEDS ANALYSIS ON MEDIA VIABILITY IN KENYA WITH A FOCUS TO LEGAL, POLICY AND REGULATORY ASPECTS INFLUENCING THE ABILITY FOR MEDIA ORGANISATIONS TO BE SUSTAINABLE.

1.1 The Media Council of Kenya invites proposals from individual consultants for the following consultancy services – Provision of Individual Consultancy Services to Carry out a needs analysis on media viability in Kenya with a focus to legal, policy and regulatory aspects influencing the ability for media organizations to be sustainable.

1.2 The request for proposal (RFP) includes the following documents;
Section I - Letter of invitation
Section II - Information to Consultants
Appendix to Consultants information
Section III - Terms of reference
Section IV - Technical proposal
Section V - Financial proposal
Section VI - Standard Forms
Section VII - Standard Contract Forms

1.3 On receipt of this RFP please inform us
a) that you have received the letter of invitation; and
b) whether or not you will submit a proposal for the assignment

1.1 Prices quoted shall be inclusive of any applicable taxes and shall remain valid for 150 days from the closing date of the tender.

1.2 Interested bidders shall be required to submit their tender documents in two (2) sealed envelopes enclosed in a larger outer envelope clearly labeled “REQUEST FOR PROPOSAL FOR PROVISION OF INDIVIDUAL CONSULTANCY SERVICES CARRY OUT A NEEDS ANALYSIS ON MEDIA VIABILITY IN KENYA WITH A FOCUS TO LEGAL, POLICY AND REGULATORY ASPECTS INFLUENCING THE ABILITY FOR MEDIA ORGANIZATIONS TO BE SUSTAINABLE.
– Tender Reference No. MCK/001/PROC/RFP-006/19-20 with the instructions “Do not open before 28th FEBRUARY, 2020 at 12:00pm as below:

3
1.3 Completed RFP documents are to be enclosed in plain sealed envelopes marked with the tender reference number and addressed to

Chief Executive Officer
Media Council of Kenya
Britam Centre, Ground Floor
P.O. BOX 43132 - 00100

and deposited in the Tender Box provided at:

The Reception on Ground Floor
Media Council of Kenya
Britam Centre, Ground Floor
P.O. BOX 43132 - 00100
So as to be received on or before 28th FEBRUARY, 2020 at 12:00pm

1.4 Bulky tenders that do not fit into the tender box should be deposited at the Reception located on Ground Floor, Britam Centre, on or before 28th FEBRUARY, 2020 at 12:00 PM

1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the above address.

CHIEF EXECUTIVE OFFICER
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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

2.1.1 The Media Council of Kenya will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations. The method of selection shall be as indicated in the Appendix to information to Consultants

2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.

2.1.4 The consultant must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.

2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.

2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

2.1.7 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity’s address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual consultants invited to submit proposals.
2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The individual consultant’s proposal shall be written in English language andSerialized.

2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particulars attention to the following:

(a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.

(b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.

(c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

(a) the individual consultant’s CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant’s involvement.

(b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.

(c) A description of the methodology and work plan for performing the proposed assignment.

(d) Any additional information requested in the special conditions of contract.
2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 150 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL - PROVISION OF INDIVIDUAL CONSULTANCY SERVICES CARRY OUT A NEEDS ANALYSIS ON MEDIA VIABILITY IN KENYA WITH A FOCUS TO LEGAL, POLICY AND REGULATORY ASPECTS INFLUENCING THE ABILITY FOR MEDIA ORGANISATIONS TO BE SUSTAINABLE.”
2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultant’s number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals or awards of contract may result in the rejection of the individual consultant proposal.

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

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
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</thead>
<tbody>
<tr>
<td>(i) CV of the individual consultant</td>
<td>(i)</td>
</tr>
<tr>
<td>(ii) specific experience of the individual consultant</td>
<td>(ii)</td>
</tr>
</tbody>
</table>
related to the assignment 30

(iii) adequacy of methodology and work plan in response to the Terms of reference 40
Total points 100

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

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

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

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

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

\[
S_f = 100 \times \frac{f_i}{F}
\]

where

- \(S_f\) is the financial score
- \(F_m\) is the lowest fees quoted and
- \(F\) is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100.
2.8.4 The individual consultants’ proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

\[ S = ST \times T\% + SF \times P\% \]

Where
S, is the total combined scores of technical and financial scores
St is the technical score
Sf is the financial score
T is the weight given to the technical proposal and
P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations
2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract
2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

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

2.12 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.
2.14 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 and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

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<th>Reference</th>
<th>Appendix Information</th>
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<tr>
<td>2.1</td>
<td>The name of the Client is: <strong>Media Council of Kenya</strong></td>
</tr>
<tr>
<td>2.1.1</td>
<td>The method of selection is <strong>Quality and Cost Based Selection (QCBS)</strong></td>
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</table>
| 2.1.2     | Technical and Financial Proposals are requested: **Yes**  
The name, objectives and description of the assignment are **given in the Terms of Reference** |
| 2.1.3     | The name(s), address(es) and telephone numbers of the Client’s official(s) are:  
**Chief Executive Officer**  
**Media Council of Kenya**  
**Britam Centre, Ground Floor**  
P.O. BOX 43132 - 00100 |
| 2.1.4     | The Client will provide the following inputs:  
MCK will provide the following to support seamless provision of the service to the successful bidder;  
✓ Any material necessary for the performance of the assignment |
| 2.1.5     | The estimated number of consultancy period required for the assignment is **10-15 days** |
| 2.1.7     | **Taxes:** Bidders must quote inclusive of all applicable taxes |
| 2.5.2     | Consultants must submit **Serialized** original and **one additional copy of each proposal**. |
| 2.5.3     | The proposal submission address is:  
**Chief Executive Officer**  
**Media of Kenya**  
**Britam Centre, Ground Floor**  
P.O Box 43132 – 00100  
**NAIROBI** |

Information on the outer envelope should also include: “REQUEST FOR PROPOSALS (RFP) - **PROVISION OF CONSULTANCY SERVICES CARRY OUT A NEEDS ANALYSIS ON MEDIA VIABILITY IN KENYA WITH A FOCUS TO LEGAL, POLICY AND REGULATORY ASPECTS INFLUENCING THE ABILITY FOR MEDIA ORGANISATIONS TO BE SUSTAINABLE. Tender Reference No. MCK/001/PROC/RFP-006/19-20.”

| 2.5.4     | Proposals must be submitted no later than the following date and time: **28th FEBRUARY, 2020 at 12:00pm** |
2.6.3 The minimum technical score required to pass is **80 marks**

2.7.1 The formulae for determining the financial scores is the following:

\[ S_f = 100 \times \frac{F_m}{F} \]

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.

Weights given to the Technical and Financial Proposals are:

\[ T=80 \quad P=20 \]

2.7 EVALUATION

Consultants shall provide the following **mandatory requirements** which shall be used for the preliminary evaluation *(failure to submit the mandatory requirements will lead to disqualification from the tender process)*

- a) Copy of Pin Certificate
- b) Copy of valid Tax Compliance Certificate
- c) Duly filled confidential business questionnaire
- d) Bidder declaration and integrity pact.
- e) Serialized Documents.

Technical Evaluation Criteria *(documentary evidence should be given)*

- a) General qualification and suitability of the task to be performed (attach CV) (30 marks)
- b) Experience in the specific assignment described in the Terms of Reference (20 marks)
- c) Knowledge of the Sector (20 marks)
- d) Adequacy and quality of proposed methodology and workplan in response to the Terms of Reference (30)

(Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds in detail to the TORs, work plan is realistic and implementable; overall consultant has an appropriate skill mix; and the workplan has right input of Consultants)

The minimum score to be considered technically responsive is 80 of the possible total 100 points above. Only tenderers who score the minimum 80 and above will have their financial proposals opened for evaluation.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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</table>
| 2.9.2   | **Negotiations**  
|         | a) **Competitive negotiation**  
|         | Media Council of Kenya shall conduct competitive negotiations where the evaluated price is in excess of available budget. |
| 2.10    | **Award criteria**  
|         | Media Council of Kenya will award the contract to the Consultant with the highest combined technical and financial score. |
SECTION III - TERMS OF REFERENCE (TOR)

The Media Council seeks a lead researcher to: Carry out a needs analysis on media viability in Kenya with a focus to legal, policy and regulatory aspects influencing the ability for media organization's to be sustainable.

About Media Council
The Media Council of Kenya is a national body established under Section 5 of the Media Council Act, 2013 for purposes of media regulation and development as envisaged under Article 34(5) of the Constitution of Kenya. The Media Council Act was one of the legislations established in effort to realize the provisions of article 33, 34, and 35 of the Constitution of Kenya aimed at protecting media freedom and freedom of expression and access to information.

Background Information
The Kenyan media landscape has undergone significant changes since enacting the above legislations, aimed at protecting media freedom and freedom of expression. This followed other key events in the history of the industry including the liberalization of the airwaves in 1992 and the digital migration in 2016. This has seen an exponential growth in the sector, which currently has seen the country register 100 print publications, 92 TV stations and 200 radio stations. However, the growth in the sector, has not seen a relative development in terms of job creation, quality of content, diversity and plurality in voices and both viability and sustainability.

Given the reduced revenue base for media especially from advertising and audience pay, media in Kenya needs to invent ways and enhance their ability to operate without outside assistance, typically achieved by generating enough advertising revenue to maintain its day to day operations. Several business models are applied in Kenya and a thriving media industry has emerged making several media outlets economically viable ensuring their long-term sustainability but also expansion to neighbouring countries. Such models have relied on advertising, sponsorship, subscriptions, public funds, volunteer contributions, a combination of several of these, or on other new, innovative ways.

It is important to recognize the importance of media sustainability especially at a time when old media business models are coming under strain due to changes caused by new technological developments and digital transformation in the media sector.

The prevailing hard times and dwindling revenues from advertisement for the media calls for new ways of doing business. More than ever before, media must invest in research and quality journalism and content.

It is against this background that the Media Council of Kenya in partnership with Deutsche Welle (DW) Akademie invites a qualified lead researcher (s) to carry out a needs analysis on media viability in Kenya focusing on legal, policy and regulatory aspects influencing the ability for media organisations to be sustainable.

Overall objective will be
1. To implement an intensive national media viability survey covering legal, policy and regulatory aspects influencing media in Kenya.
2. To develop & finalize policy briefs on national level media viability related good practices.
3. Make practical recommendations on media viability and sustainability in Kenya with a bias on legal, policy and regulatory
**Proposed activities**

a) Undertake a desktop review on the extent of media sustainability in Kenya with clear and incisive focus and bias towards legal, policy and regulatory proclivities.

b) Develop policy briefs based on the above and as benchmarks for good practices across media in Kenya.

c) Identify and document at least 5 critical case studies in the local scene that are worth emulating.

**Proposed research questions**

The following questions will be key to this research:

a) Which legal, policy and regulatory factors affect media viability in Kenya?

b) Which actors and stakeholders are mostly responsible for the realization of viable policy and economic factors for media?

c) What opportunities are there for collaboration among the above actors to bring about an ideal operational environment for media?

d) What are the basic minimums for a successful media environment in Kenya?

e) To what extent is media regulation or lack of it affecting the performance of Kenya’s media?

**Key outputs**

1. An inception report
2. Presentation of key findings to MCK
3. Draft report
4. Final report
5. Roadmap for dissemination & use of policy briefs
6. Recommendations on possible training and capacity areas. The consultant shall submit a final report in both hard copies and soft copies

**Key point on methodology**

The lead researcher will work very closely with a technical team identified by the Media Council of Kenya.

**Qualifications and experience of the consultant**

- The consultant should have minimum Master’s Degree in journalism or any other media field
- Must have minimum 8 years experiences in undertaking similar type of studies.
- The consultant(s) should have comprehensive understanding of media sustainability and draw the information from the report.

**Timelines**

The expected period of delivery is 20 days after award of the contract.

**Point of contact**

The Consultant will report to and be supervised by the Media Council of Kenya through the Directorate of media development and strategy.
Section IV                  TECHNICAL PROPOSAL (TP)

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

It shall contain the following: -

1. Submission letter
2. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
3. Description of the methodology and work plan for performing the assignment
4. Particulars of the consultant including Curriculum Vitae (CV)
5. Consultancy services activities time schedule
6. Any proposed staff to assist in the assignment

(to be prepared by the consultant as appropriate)
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. COMMENTS AND SUGGESTIONS OF THE CONSULTANT 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.
3. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
SECTION V- FINANCIAL PROPOSAL (FP)

FINANCIAL PROPOSAL STANDARD FORMS
The financial proposal shall be prepared and submitted by the consultants in the following manner:

Table of Contents
  1. Financial proposal submission Form
  2. Breakdown of rates
  3. Reimbursable cost

(to be prepared by the consultant as appropriate)
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. BREAKDOWN OF REMUNERATION

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Name</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate)</th>
<th>Remuneration rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Consultant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
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</table>

Grand Total

3. LIST REIMBURSABLES – THESE SHALL BE AT COST

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
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<tbody>
<tr>
<td>1.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>
SECTION VI - STANDARD FORMS

Notes on standard forms
  The tenderer shall complete and submit with its tender the confidential business questionnaire and the Bidders’ declaration and Integrity Pact pursuant to clause 2.7 of the Appendix to Instructions to tenderers and in accordance with the requirements included in the special conditions of contract.
## 1 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

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of Business Premises</th>
<th>Plot No,</th>
<th>Street/Road</th>
<th>Postal address</th>
<th>Tel No.</th>
<th>Fax Email</th>
<th>Nature of Business</th>
<th>Registration Certificate No.</th>
<th>Maximum value of business which you can handle at any one time – KShs.</th>
<th>Name of your bankers</th>
<th>Branch</th>
</tr>
</thead>
</table>

### 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
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
Name | Nationality | Citizenship details | Shares
---|-------------|---------------------|----
1. | | | 
2. | | | 
3. | | | 
4. | | | 

Date…………………………………….Signature of Candidate……………………..
BIDDER'S DECLARATION AND INTEGRITY PACT

BIDDER'S DECLARATION

We/I the undersigned ............................................., in the capacity of ............................................. for .......................................................... [name of the company/firm/individual] certify that the bidder is not in any of the following situations:

1. Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;

2. Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;

3. Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;

4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;

5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;

6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and

7. Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.

8. Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;

9. Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [..........................................................]

Duly authorized to sign this bid on behalf of (bidder’s name):

[..........................................................]

Place and date: [..........................................................]

Stamp of the firm/company:
INTEGRITY PACT

Bidder’s Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: ____________________________, all personnel of __________________________ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Media Council of Kenya (herein referred to as Media Council) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by Media Council of Kenya for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.

2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by Media Council of Kenya for a period of two (2) years. If proven as a fact that we have offered bribes to Media Council or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by Media Council of Kenya for a period of two (2) years. If proven that we have offered bribes to Media Council of Kenya or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by Media Council of Kenya for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a Media Council of Kenya official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.

4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and Media Council of Kenya, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, Media Council of Kenya to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes Media Council of Kenya, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated:  ______________________________________________________

Signed by:  ___________________________________________________

Full Name printed: ______________________________________________
SECTION VII  -  STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

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

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 Consultant’s address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows: -

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. [insert amount] upon the Client’s receipt of the Draft report, acceptable to the Client; and

   Kshs. [insert amount] upon the Client’s receipt of the Final report, acceptable to the Client.

   Kshs. [insert amount] 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 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
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
The Contract shall be governed by the laws of
**Contract and** Kenya and the language of the Contract shall be **Language** 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

<table>
<thead>
<tr>
<th>Full name</th>
<th>Full name</th>
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<tbody>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>Date</td>
<td>Date</td>
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</table>

For the Consultant

<table>
<thead>
<tr>
<th>Full name</th>
<th>Full name</th>
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<tr>
<td>Title</td>
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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 of ………..…………..20……….in the matter of Tender
No…………….of …………..20……...

REQUEST FOR REVIEW

I/We……………………………,the above named Applicant(s), of address: Physical
address…………….Fax No……Tel. No……..Email ……………, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that: -
1.
2.

SIGNED …………… (Applicant)
Dated on……………. day of ………..………………/…20…
FOR OFFICIAL USE ONLY
Lodged with the Secretary Public Procurement Administrative Review Board on
............. day of .............20.............

SIGNED
Board Secretary