



KISII UNIVERSITY
PO BOX 408-40200 KISII, KENYA
Website (www.kisiiuniversity.ac.ke)
+254 705 980 698/ +254 736 963 884
procurement@kisiiuniversity.ac.ke

**TENDER FOR
PROVISION OF LEGAL SERVICES
TENDER NO.
KSU/T/23/2019-2020**

DISPATCH DATE: 17TH TUESDAY MARCH, 2020.

CLOSING DATE: 31ST TUESDAY MARCH 2020 AT 11:30AM

Kisii university 2020

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ABBREVIATIONS AND ACRONYMS

1.	CLE	Council of Legal Education
2.	GCA	General Conditions of Appointment
3.	ICPAK	Institute of Certified Public Accountants of Kenya
4.	ITT	Instructions to Tenderers
5.	KRA	Kenya Revenue Authority
6.	KSh. / KES	Kenya Shillings
7.	KSL	Kenya School of Law
8.	LSK	Law Society of Kenya
9.	ODPP	Office of the Director of Public Prosecutions
10.	PPAD 2015	Public Procurement and Asset Disposal Act, 2015
11.	SLA	Service Level Agreement
12.	VAT	Value Added Tax

A. INTRODUCTION

Dear Prospective Bidder,

Nature and Scope of the Tender

Kisii University (KSU) intends to procure by way of Provision of Legal Services of competent law firms and qualified lawyers

To be appointed for a period of two years from the date the contract was awarded or as may be extended.

To offer a myriad of legal and associated consultancy services as may from time to time be required over the period of the contract.

The scope of the Services includes the fields of Energy Law, Company and Commercial

Law, Constitutional and Administrative Law; Construction and Engineering law; Conveyancing; Debt Recoveries; Employment and Labour laws; Health and Safety laws; law relating to Information Technology; Land Law, Public- Private Partnership, Procurement law, Arbitration and Alternative Dispute Resolution; Environmental Law; Insurance law; associated civil litigation; criminal prosecutions; Devolution and Public Policy. This will also include provision of expert advice and opinions on specific cases, transactions, events including projects. It may involve carrying out searches locally and abroad in land and company registries together with liaising with other relevant bodies and authorities. The lawyers will be expected to primarily work closely and under the auspices of the University Legal Department.

Professionalism and Experience

The lawyers should be adequately competent, possess substantial relevant experience who can be able to promptly offer the Services and associated consultancy.

The lawyers shall at all times during the period of the engagement conduct him/herself in a manner suited to the best interests of Kisii University. In particular, any perceptions of conflict of interest are strongly undesirable and will be swiftly remedied.

The lawyers should have the capability of conducting presentations and/or providing training to staff on relevant legal aspects in the various fields. The selected lawyers should have good credentials in handling relevant cases.

Requirements, Reports and Schedules

It is expected that the selected lawyers may enter into discussion and agreement with KSU on the approach and action plans to realize the objectives of their appointment.

The lawyers will be expected to give periodic Reports and Review of legal matters that they are handling and timely submission within specified Schedules.

SECTION I - INVITATION TO TENDER

OPEN TENDER: TENDER NO. KSU/T/.../2019-2020 FOR PROVISION OF LEGAL SERVICES

1.1 Kisii University invites eligible Tenderers for Provision of Legal Services. Interested candidates may obtain the Tender Document from Kisii University website (www.kisiiuniversity.ac.ke) or www.tenders.go.ke .

1.2 Obtaining tender documents

1.2.1 Tender documents detailing the requirements will be downloaded at KSU website: www.kisiiuniversity.ac.ke.

1.3 Submission of Tender documents

Duly completed and well bound tender for Provision of Legal Services should be clearly marked and paginated, **one original and one copy**, must be submitted in plain sealed envelopes clearly marked on top: Provision of Legal Services, **TENDER NO. KSU/T/23/2019-2020** and submitted to Kisii University, Main Campus Tender Box" located at the reception area of the Administration Block addressed to: The Vice Chancellor, Kisii University, P. O. Box 408-40200, Kisii so as to be received on or before **Tuesday 31th March 2020 at 11.30 a.m.**

1.4 Prices

Any charges or fees quoted should preferably be in Kenya Shillings. The tender validity shall be for a hundred and twenty (120) days from the closing date of the tender.

1.5 Opening of Submitted Tenders

Tenders will be opened on **Tuesday 31th March 2020 at 11.30 a.m** in the presence of the law firm's or their representatives who choose to attend in the University Conference Room.

SECTION II - TENDER SUBMISSION CHECKLIST

No.	Item	Tick Where Provided
1	Professional Indemnity Cover	
2	Declaration Form	
3	Duly completed Tender Form	
4	Copy of law firm's Registration Certificate	
5	Copy of law firm's PIN Certificate	
6	Copy of the law firm's Valid Tax Compliance or Clearance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8	List with full contacts as well as physical addresses of four (4) corporate clients	
9	Curriculum Vitae of lawyers	

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this Tender, unless the context or express provision otherwise requires: -

- a) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder;
- b) **“Day”** means calendar day and **“month”** means calendar month;
- c) **“Date of Tender Document”** shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document;
- d) **“PPRA”** wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits;
- e) **“The tender”** or **“the Tender Document”** includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time;
- f) The expression **“law firm”** shall include “lawyers” and vice-versa;
- g) **“The law firm”** means the law firm submitting its Tender for the provision of Services in response to the Invitation to Tender. Where there are two or more persons included in the expression the “law firm”, any act or default or omission by the law firm shall be deemed to be an act, default or omission by any one or more of such lawyers;
- h) **“The Procuring Entity”** means Kisii University or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as **„KSU”**);
- i) **“The Services”** refers to the myriad of legal and associated consultancy services;
- j) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender;

Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “law firm” the covenants, agreements and obligations expressed to be made or performed by the law firm shall be deemed to be made or performed by such persons jointly and severally

3.2 Eligible Law Firms

- 3.2.1 All law firms that are duly registered in Kenya and recognized by LSK are eligible to participate.
- 3.2.2 Successful law firms shall provide the Services in accordance with this tender and the Contract Agreement as may be entered between the law firm and KSU.
- 3.2.3 Law firms shall satisfy all relevant licensing and/or registration with LSK, the Office of the Attorney General of Kenya and the relevant County.
- 3.2.4 Law firms shall provide such evidence of their continued eligibility satisfactory to KSU as may reasonably request.

3.3 Declarations of Eligibility

- 3.3.1 Law firms shall not be under declarations of ineligibility for corrupt, fraudulent practices or any other reasons prescribed by the PPAD or any other law.
- 3.3.2 Law firms who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIV.
- 3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.4 Cost of Tendering

- 3.4.1 The law firm shall bear all costs associated with the preparation and submission of its Tender. KSU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.4.2 There are no charges for the Tender Document.

3.5 Obtaining the Tender Document

Tender documents detailing the requirements will be obtained by downloading tenders online from the KSU website www.kisiiuniversity.ac.ke and www.tenders.go.ke

3.6 Contents of the Tender Document

- 3.6.1 The Tender Document comprises the documents listed below and Addendum (where applicable)
 - a) Introduction
 - b) Invitation to Tender
 - c) Tender Submission Checklist
 - d) Instructions to Tenderers
 - e) Appendix to Instructions to Tenderers
 - f) Schedule of Requirements
 - g) Method of Charging for Services
 - h) Evaluation Criteria
 - i) Confirmation/Inspection Visits
 - j) General Conditions of Appointment
 - k) Tender Form
 - l) Confidential Business Questionnaire Form
 - m) Evaluation Criteria Tables
 - n) List of Law Firm's References
 - o) Format of CV for Professional Staff

- p) Declaration Form
- q) Professional Indemnity Cover (Before and After Appointment)

3.6.2 The law firm is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the law firm's risk and may result in the rejection of its Tender.

3.6.3 All recipients of the documents for the proposed engagement for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential.

3.7 Clarification of Documents

3.7.1 A prospective law firm requiring any clarification of the Tender Document may notify the Senior Procurement Officer in writing or by post at KSU's address indicated in the Invitation to Tender.

3.7.2 The request for clarification shall also be sent to the following:-
 Senior Procurement Officer,
 Kisii University, Main Campus,
 Off Kisii-Kiloris Road,
 P.O. Box 408-40200,
 Kisii, Kenya.

Email: procurement@kisiiversity.ac.ke

3.7.3 KSU will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KSU. Written copies of KSU's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective law firms that have duly received the Tender Document prior to that period.

3.8 Amendment of Documents

3.8.1 At any time prior to the deadline for submission of Tenders, KSU, for any reason, whether at its own initiative or in response to a clarification requested by a prospective law firm, may modify the Tender Documents by amendment.

3.8.2 All prospective law firms that have received the Tender Documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and the same will be binding on them.

3.8.3 In order to allow prospective law firms reasonable time in which to take the amendment into account in preparing their Tenders, KSU, at its discretion, may

extend the deadline for the submission of Tenders.

3.9 Language of Tender

The Tender prepared by the law firm, as well as all correspondence and documents relating to the tender, exchanged between the law firm and KSU, shall be written in English language.

3.10 Documents Comprising the Tender

The Tender prepared and submitted by the law firms shall as per 3.6.1

3.11 Tender Form

The Law firm shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed amongst other information required.

3.12 Charges for Services

The rates and prices shall be of costs for the Services inclusive of VAT.

3.13 Tender Currencies

For Services that the law firm will provide from within or outside Kenya, the rates and prices shall be quoted in Kenya Shillings.

3.14 Law Firm's Competence and Qualifications

3.14.1 Pursuant to paragraph 3.2, the law firm shall furnish, as part of its Tender, documents establishing the law firm's eligibility, competence to tender and its qualifications to perform well in any ensuing assignment if its Tender is accepted.

3.14.2 The documentary evidence of the law firm's qualifications to be appointed and perform well if its Tender is accepted shall be established to KSU's satisfaction as per evaluation criteria

3.14.3 The law firm will furnish KSU with a copy of the registration certificate and LSK's recognition. KSU reserves the right to subject the certificate and recognition to authentication.

a) Registration is by the Republic Attorney Generals Offices Registrar of Business Names or Partnerships.

b) Recognition is by listing at the LSK of the law firm as declared by the

c) Partner(s) and, in the name of the law firm. All lawyers in the firm must also be recognized by LSK as belonging to or being in that law firm by the Date of the Tender Document unless satisfactorily explained otherwise by the law firm.

3.14.4 The law firm shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the law firm proposes its

ability to perform if appointed by KSU.

- 3.14.5 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data.
- 3.14.6 For purposes of the documentary and other evidence to be furnished the law firm shall note that standards for competence, professionalism, material, and equipment, designated by KSU in its Evaluation Criteria are intended to be descriptive only and not restrictive. The law firm may adopt higher standards in its Tender, provided that it demonstrates to KSU's satisfaction that the substitutions ensure substantial and/or higher equivalence to those designated in the Tender Document.

3.15 Deviations

- 3.15.1 Where a law firm deems that it possesses competency that may not aptly fit into any of the evaluation criteria set out in the Tender document, it is at liberty to provide a statement of deviations from the tender requirements on a separate sheet of paper clearly marked as "Statement of Deviations".
- 3.15.2 The Statement should include the following:-
- a) The specific tender document requirement
 - b) The deviation proposed by the law firm
 - c) The details of the deviation
 - d) Justification or reason for the deviation
 - e) Where possible, the law firm's cost of that deviation and the law firm's estimate of the cost of complying with KSU's requirement without the deviation.

3.16 Demonstration(s), Inspection(s) and Test(s)

- 3.16.1 Where required in the tender, all law firms shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.16.2 KSU or its representative(s) after giving reasonable notice to the law firm shall have the right to inspect/ test the law firm's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include any quality management system. KSU's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test/ visitation.
- 3.16.3 KSU shall meet its own costs of the inspection/ test. Where conducted on the premises of the law firm(s), all reasonable facilities and assistance, including access to literature and documentation save for clients confidential information shall be furnished to the inspectors at no charge to KSU.
- 3.16.4 Demonstration, Inspection/ Test/ Visitation Report(s) shall be completed by KSU upon conclusion of the inspection/ tests/ visitations. This Report will be considered prior to appointment.

3.17 Professional Indemnity Cover (Before Appointment)

- 3.17.1 The law firm shall furnish, as part of its Tender, a Professional Indemnity Cover (*hereinafter referred to as the PI Cover*).
- 3.17.2 The PI Cover is required to demonstrate the law firm's commitment and ability to perform the Services together with its compliance with the law and guidelines regarding establishment and operation of law firms in Kenya.
- 3.17.3 The PI Cover shall be denominated in Kenya Shillings and shall be issued by an insurance company registered by the Insurance Regulatory Authority and approved by PPRA. The insurance company must be located in Kenya.
- 3.17.4 The PI Cover, at the tender submission stage, shall be valid up to at least the closing date of the tender.
- 3.17.5 KSU shall seek authentication of the PI Cover from the issuing insurance company. It is the responsibility of the law firm to sensitize its issuing insurance company on the need to respond directly and expeditiously to queries from KSU. The period for response shall not exceed three (3) days from the date of KSU's query. Should there be no conclusive response by the insurance company within this period, such law firm's PI Cover may be deemed as invalid and the bid rejected.
- 3.17.6 Any Tender not secured in accordance with this paragraph will be rejected by KSU as non-responsive, pursuant to paragraph 3.27.
- 3.17.7 The successful law firm's PI Cover will be required to be updated and valid at all times for the period of engagement and rendering of services to KSU.

.18 Validity of Tenders

- 3.18.1 Tenders shall remain valid for a hundred and twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KSU, pursuant to paragraph 3.22. A Tender that is valid for a shorter period shall be rejected by KSU as non-responsive.
- 3.18.2 In exceptional circumstances, KSU may extend the Tender validity period. The extension shall be made in writing. For the purposes of evaluation and award, the PI Cover provided under paragraph 3.17 shall not be affected by any extension. A Law firm shall not be required nor permitted to modify its tender during the extended period.

3.19 Tender Format

- 3.19.1 The Law firm shall divide and mark the folders as indicated in 1.3 above

3.20 Preparation and Signing of the Tender

- 3.20.1 The Tender shall be signed by any Partner(s) of the law firm. For purposes of this

tender, only a Partner can sign where a signature is required unless any other person is expressly permitted by the Tender document to do so.

- 3.20.2 The name of the Partner(s) must appear either in the Registration Certificate or the Change of Particulars Certificate (*both issued by the Office of the Attorney General and Department of Justice*) or the law firm's Confidential Business Questionnaire Part 2 (a) or (b).
- 3.20.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the Partner(s) signing the Tender and serially numbered.
- 3.20.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the law firm, in which case such corrections shall be initialed by the Partner(s) signing the Tender.
- 3.20.5 KSU will assume no responsibility whatsoever for the law firm's failure to comply with or observe the entire contents of this paragraph.
- 3.20.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KSU as non-responsive,.

3.21 Deadline for Submission of Tenders

- 3.21.1 Tenders must be received by KSU by the time and at the place specified in the Invitation to Tender.
- 3.21.2 KSU may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KSU and the law firm's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.22 Modification and Withdrawal of Tenders

- 3.22.1 The law firm may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KSU prior to the deadline prescribed for submission of tenders.
- 3.22.2 The law firm's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.19, 3.20 and 3.21. A withdrawal notice may also be sent by electronic mail but followed by an original signed confirmation copy, postmarked no later than the deadline for submission of Tenders.
- 3.22.3 No Tender may be modified after the deadline for submission of Tenders.

3.23 Opening of Tenders

- 3.23.1 KSU shall open all Tenders promptly at the date and time specified in the tender document and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.23.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Professional indemnity cover and such other details as KSU, at its discretion, may consider appropriate, will be announced at the opening.
- 3.23.3 At the Tender opening, KSU at its discretion may choose to read out details that it considers appropriate.
- 3.23.4 KSU shall assign an identification number to each tender received.
- 3.23.5 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.24 Process to be Confidential

- 3.24.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a law firm or other person(s) not officially concerned with such process until conclusion of that process.
- 3.24.2 Conclusion of that process shall be deemed to have occurred, by the date and time KSU notifies the successful law firm.
- 3.24.3 In any event, official disclosure by KSU of any information upon conclusion of that process shall be on request by the law firm and only be in summary form to the extent permissible by law.
- 3.24.4 Any effort by a law firm to influence KSU or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning appointment may result in the rejection of the law firm's tender.

3.25 Clarification of Tenders and Contacting KSU

- 3.25.1 To assist in the examination, evaluation and comparison of Tenders KSU may, at its discretion, ask the law firm or any institution for a clarification of the law firm's Tender. The request for clarification and the response shall be in writing, and no change in the substance of the Tender shall be sought, offered, or permitted.
- 3.25.2 The law firm is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the

responsibility of the law firm to provide in writing the clarification or substantiation which should reach KSU within twenty four hours (*24hr*) from the time of KSU's query or any such period expressly indicated by KSU. Such writing may include by electronic mail or hand delivered mail. Should there be no conclusive response within this period, it may result in the law firm's disqualification.

- 3.25.3 Save as is provided in this paragraph and paragraph 3.24 above, no law firm shall contact KSU on any matter related to its Tender, from the time of the tender openings to the time the award is declared.
- 3.25.4 Any effort by a law firm to influence KSU in its decisions on tender evaluation, tender comparison, tender recommendation(s) or appointment may result in the rejection of the law firm's Tender.

3.26 Preliminary Evaluation and Responsiveness

- 3.26.1 Prior to the detailed Technical and Financial evaluation, KSU will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KSU's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.26.2 KSU will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.26.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KSU and cannot subsequently be made responsive by the law firm by correction of any non-conformity.

3.27 Minor Deviations, Errors or Oversights

- 3.27.1 KSU may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Tender Document.
- 3.27.2 Such minor deviation -
- a) Shall be quantified to the extent possible
 - b) Shall be taken into account in the evaluation process and comparison of tenders and
 - c) Shall be applied uniformly and consistently to all qualified Tenders duly received by KSU.
- 3.27.3 KSU may waive errors and oversights that can be corrected without affecting the substance of the Tender.
- 3.27.4 A material deviation or reservation is one –
- a) Which affects in any substantial way the scope, quality, or ability of performance of the Services;

- b) Which limits in any substantial way, inconsistent with the tendering documents, KSU's rights or the law firm's obligations under any ensuing engagement; or,
- c) Whose rectification would affect unfairly the competitive position of other law firms presenting responsive tenders.

3.28 Technical Evaluation and Comparison of Tenders

KSU will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Evaluation Criteria as set out in the Tender Document.

3.29 Financial Evaluation

- 3.30.1 The financial evaluation and comparison shall be as set out in the Financial Evaluation Criteria.

3.30 Tender Evaluation Period

- 3.30.1 The Evaluation Committee may conduct and complete evaluation of the tender within thirty (30) days of the validity period.
- 3.30.2 Notwithstanding the above, the evaluation period as stated in the Evaluation Criteria may be extended by KSU but in any event such evaluation will not exceed thirty (30) days in the validity period of the tender.

3.31 Debarment of a law firm

A Law firm that gives false information in the Tender about its qualification or which refuses to enter into a contract after notification of appointment shall be considered for debarment from participating in future public procurement.

3.32 Confirmation of Qualification for Appointment

- 3.32.1 KSU may confirm to its satisfaction whether a law firm's that is selected as having submitted the highest compliant evaluated responsive tender is qualified to be appointed and perform any eventual assignment satisfactorily.
- 3.32.2 The confirmation will take into account the law firm's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the law firm's qualifications submitted by it pursuant to paragraphs 3.10 and 3.14 as well as confirmation of such other information as KSU deems necessary and appropriate. This may include offices and other facilities inspection and audits; orderliness of its offices, general satisfaction and good welfare of its non-lawyer staff.
- 3.32.3 An affirmative confirmation will be a prerequisite for appointment of the law firm. A negative confirmation will result in rejection of the law firm's Tender, in which event KSU will proceed to fill in the available gap by the next available

highest evaluated responsive tender to make a similar confirmation of that law firm's capabilities to perform satisfactorily.

3.33 Notification of Appointment

- 3.33.1 Prior to the expiration of the period of tender validity, KSU shall notify the successful law firm in writing that its Tender has been accepted.
- 3.33.2 The successful law firm shall be that whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the highest evaluated tender, and further, where deemed necessary, that the law firm is confirmed to be qualified for appointment.
- 3.33.3 The notification of appointment shall not constitute the formation of any contract.
- 3.33.4 Simultaneously, and without prejudice to the contents of paragraph 3.33.1, on issuance of Notification of Appointment to the successful law firms, KSU shall formally notify each unsuccessful law firm.

3.34 Termination of Procurement Proceedings

- 3.34.1 KSU may at any time terminate procurement proceedings before Notice of Appointment or Rejection and shall not be liable to any person for the termination.
- 3.34.2 KSU shall give prompt notice of the termination to the law firms, and, on request from any law firm, give its reasons for termination within fourteen (14) days of such request.

3.35 Acceptance of Appointment

- 3.35.1 At the same time as KSU notifies the successful law firm that its Tender has been accepted, KSU will send the law firm the Contract Agreement together with any other necessary documents incorporating all agreements between the Parties.
- 3.35.2 Within seven (7) days of the date of notification of appointment, the successful law firm shall indicate its acceptance by writing a formal acceptance letter to KSU.
- 3.35.3 KSU shall sign and date the Contact Agreement in the period between not earlier than seven (7) days from the date of notification of appointment and not later than thirty (30) days after this date.
- 3.35.4 KSU shall sign the Contract Agreement and Tender be accepted unless the law firm fails to provide a valid Professional Indemnity Cover is pursuant to paragraph
- 3.35.5 The appointment shall be annulled for failure of the successful law firm to sign the Contract Agreement and provide the Professional Indemnity Cover where it is required by KSU to do so, in which event KSU may notify the next available

highest evaluated responsive law firm that its Tender has been accepted.

3.36 Professional Indemnity Cover (After Appointment)

- 3.36.1 Within seven (7) days of the date of notification of appointment from KSU, the successful law firm shall furnish KSU with a valid PI Cover.
- 3.36.2 The Professional Indemnity Cover shall be issued by an insurance company approved by IRA and acceptable to KSU. The Insurer must be located in Kenya.
- 3.36.3 The PI Cover is required to protect KSU against the risk of the law firm's conduct during the performance of Services which would warrant the PI Cover's forfeiture or part thereof.
- 3.36.4 KSU shall seek authentication of the PI Cover from the issuing Insurer. It is the responsibility of the successful law firm to sensitize its issuing Insurer on the need to respond directly and expeditiously to queries from KSU. The period for response shall not exceed three (3) days from the date of KSU's query. Should there be no conclusive response by the Insurer within this period, such successful law firm's PI Cover may be deemed as invalid.
- 3.36.5 In case of failure by the successful law firm to furnish an authentic PI Cover, the appointment shall stand annulled.

3.37 Corrupt or Fraudulent Practices

- 3.37.1 KSU requires that law firms observe the highest standard of ethics during the procurement process and execution of contracts. When used in the Regulations, the following terms are defined as follows: -
- a.* "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;
- b.* "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KSU, and includes collusive practice among law firms (prior to or after Tender submission) designed to establish tender prices or other content at artificial non-competitive levels and to deprive KSU of the benefits of free and open competition.
- 3.37.2 KSU will reject a tender for appointment if it determines that the law firm recommended for appointment has engaged in corrupt or fraudulent practices in competing for this Tender.

3.37.3 Further, a law firm which is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.38 Conflict of Interest

3.40.1 A law firm bidding for provision of Legal Services shall ensure that it does not have any conflict of interest with respect to KSU.

3.40.2 For purposes of this paragraph, a conflict of interest with respect to KSU includes, but is not limited to circumstances, where the law firm, after fourteen (14) days of the law firm's acceptance of KSU's Appointment, is still a provider of professional services to a party with conflicting interests to KSU.

3.40.3 The law firm shall be required to state in the prescribed form, details of any case or assignment in which it on its own behalf or it has acted on behalf of a party with conflicting or adverse interests to KSU within the last two (2) years of the Date of the Tender Document.

SECTION IV - SCHEDULE OF REQUIREMENTS

4. **Brief Schedule of Services Required**

- 4.1 KSU intends to procure by way of tender the services of competent law firms and qualified lawyers (*the lawyers*) –
- 4.1.1 to be appointed for a period of **two years** from the date the contract was awarded or as may be extended.
 - 4.1.2 to offer a myriad of legal services (*hereafter referred to as the Services*) as may from time to time be required over the period in question.
- 4.2 The scope of the Services includes the fields of Energy Law, Company and Commercial Law, Constitutional & Administrative Law; Construction and Engineering law; Conveyancing; Debt Recoveries; Employment and Labour laws; Health and Safety laws; law relating to Information Technology; Land Law; Intellectual & Trademarks Copyright law, Land Law, Public-Private Partnership, Procurement law, Arbitration and Alternative Dispute Resolution; Environmental Law; Insurance law; Public Policy; associated civil litigation and criminal prosecutions.
- 4.3 This will also include provision of expert advice and opinions on specific cases, transactions, events including projects. It may involve carrying out searches locally and abroad in land and company registries and liaising with other relevant bodies and authorities.

SECTION V – METHOD OF CHARGING FOR SERVICES

5. Advocates Remuneration Order under the Advocates Act, 2014

- 5.1. KSU's appointment will consider law firm's that offer the right balance of value for money as measured by the quality of legal service rendered. Law firms will be expected to identify ways in which legal costs for any significant or complex cases may be mitigated.
- 5.2. KSU expects that legal fees and charges payable shall generally be in accordance with the Order as applicable to the case or matter being handled.
- 5.3. The mode of billing shall be considered on a case by case basis and subject to agreement between KSU and the firm. Should there be a difference on this, then KSU and the law firm may by agreement refer the issue to Taxation with each party bearing their own costs for the Taxation.

SECTION VI - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following stages: -

6.1 PRELIMINARY EVALUATION

NO	CRITERIA		
		YES	NO
1.	Submission of two copies of well bound, Tender documents Clearly marked copy and original by the Tenderer.		
2.	Submission of a copy legal firm certificate of Incorporation/Registration.		
3.	Submission of a copy of a Valid Tax Compliance Certificate of the company.		
4.	Submission of copy of a valid Professional Indemnity Cover		
5.	Submission of Declaration Form(s) duly filled signed and stamped		
6.	Submission of audited financial accounts for year 2016/2017 and 2017/2018 or 2018/2019 Signed and Stamped by valid registered auditor		
7.	Submission of Form of Tender – Duly Filled, signed and stamped.		
8.	Confidential Business Questionnaire Duly Filled, Signed and stamped		
9.	Tender documents submitted shall be paginated		
10.	Attach copy of the ID of the company director/S		
11.	Submission of list of at least four clients as evidence of the law firm's performance and experience on legal matters in the last three years from the Date of the Tender Document		
12.	Submission of advocates Curriculum Vitae (C.V.) as provided in the sample format.		
13.	Submission of Valid advocates practicing certificate issued by the Judiciary.		
14.	Submission of companies/firms current profile.		
	Responsive		
	Non-Responsive		

✓ Means Responsive.

x Means Non responsive

The non-responsive tenderer will be eliminated from the entire evaluation process and will not be considered further.

TECHNICAL EVALUATION

Technical Capability pass mark **Score of 50 marks is required.**

NO	TECHNICAL EVALUATION CRITERIA	EVIDENCE TO BE PROVIDED	TOTAL MARKS 82 Mkrs
1.	Provision of three contracts/L.P.Os/L.S.Os of similar works awarded by reputable institutions.	Provision of three contracts /LPOs/LSOs of similar works. (Each 10mks)	30
2.	Provision of two highest academic professional Certificate for advocates. Post graduate 10mks Under graduate 5mks	Attach copies of certified certificates	20
3.	Give four (4) organizations (top clients) with a high annual turnover	Maximum marks are 4. 1 mark for each	4
4.	Attach list of firm branches in the country	1 to 3..... 4 4 to 6..... 8 7 and above..... 12	12
5.	Working experience on similar work	Company working experience of 1-2yers--- 2mks 3-4yers--- 5mks 5 years and above –10mks N/B: The experience shall be based on the previous and current Contracts/LPOs/LSOs provided by the tenderer	10
6.	3 Professional Memberships	Attach valid Evidence of professional membership of members. (each 2mks)	6mks
TOTAL MARKS			82 Marks

NB:

Only bidders who score 50 and above will be subject to financial evaluation those who score below 50mks will be eliminated at this stage from the entire evaluation process and will not be considered further.

DUE DILIGENCE

A Due Diligence exercise shall be conducted before award of the tender

NO	Criterion	Observations to be Made	Scores
1.	Confirmation of Business Name Physical Address as indicated in the tender document	The site visit	10
2.	Confirmation original of attached Documents submitted. i. Certificate of incorporation or registration ii. Valid practicing certificate iii. Valid tax compliance	Showing them	20
3.	Composition of management staffs ▪ Management ▪ Support staff	In employee data record	20
4.	Availability of case records in the firm premises.	Showing them	20
TOTAL			70

D: FINANCIALEVALUATION

Tender will be awarded to the lowest bidder who meets all Mandatory requirements and meets the pass mark for the Technical requirements.

Definition of Partner

- 7.1 Partner where used in Technical Evaluation and its attendant Tables shall mean Senior or Managing Partner. This Partner shall be s/he who has equity in the law firm and also shares its profits as well as losses. All other definitions of “*Partner*” however styled or of whatever nature shall be excluded from the definition of Partner.
- 7.2 Where a law firm has both a Senior and Managing Partner in different persons, it has a discretion to use any one of them whom it deems would more advance and enhance its bid in this Tender.
- 7.3 Conversely, where a law firm has only one Partner, that Partner shall be considered the Managing or Senior Partner for purposes of this Tender.

8. Combining Information in Single Document

- 8.1 KSU recognizes that there could be several letters which are required to be authored by the law firm whereas the information may be combined in one document or letter. Where the law firm feels that the information may be adequately contained in one letter or document, the law firms may do so. The law firm must state that the information variously requested is in the submitted single letter or document and identify that document or letter.
- 8.2 Where the law firm exercises this option of combining, care must be taken to ensure that all the information required of the several separate documents is included in the composite letter or document.
- 8.2.1 No information sought should be omitted at all.
- 8.2.2 The requirements as to several signatures and certifications in the different documents may be dispensed with. Instead a single signature (*and co-signature where required*) together with a single certification, all on each printed page of the letter or document may suffice.

9. Staff’s Nature of Engagement with the Law Firm

- 9.1 It is recommended that the staff (*including lawyers who are not Partners*) be permanent employees or at least have an extended and stable relationship with the law firm.

10. Qualification and Scoring

- 10.1 To qualify for further evaluation and any appointment, the law firm ought to score a minimum of 50 marks from the Tables out of a total of 80 marks awardable.

10.3 **To earn any mark,**

10.3.1 the law firm's must satisfy each and every tenet of each criterion to obtain the full award or marks for that particular criterion.

11. **Third Party Documents**

11.1 Where any document is required unless expressly permitted, the law firm's own letters or documents originating from it may not be reckoned for purposes of evaluation.

SECTION VII - CONFIRMATION/INSPECTION VISITS

- 7.1 KSU will conduct a confirmatory/inspection visit in order to ascertain that details match with that provided in the tender submitted and comply with the confirmation requirements.
- 7.2 KSU may also conduct discussions after determining the successful law firms for clarity and in order to reach agreements on all items. If the discussions are not fruitful, KSU shall at its sole discretion terminate any further discussions with that law firm and notify the next firm whose tender received the next available highest score of its appointment and invite it for similar discussions.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF APPOINTMENT

Clause No.	Headings	Page No.
8.1	Definitions.....	
8.2	Application.....	
8.3	Standards.....	
8.4	Use of Documents and Information.....	
8.5	Professional Indemnity Cover	
8.6	Demonstration(s), Inspection(s) and Test(s).....	
8.7	Interest.....	
8.8	Fees and Rates.....	
8.9	Assignment.....	
8.10	Resolution of Disputes	
8.11	Language and Law.....	
8.12	Waiver.....	
8.13	Force Majeure.....	

SECTION VIII – GENERAL CONDITIONS OF APPOINTMENT

The General Conditions of Appointment shall form part of the Conditions of Appointment in accordance with the law and KSU’s guidelines, practices, procedures and working circumstances. The provisions in the GCA will apply unless an alternative solution or amendment is made under other parts of the Conditions including the Service Level Agreement.

8.1 Definitions

In these Conditions the following terms shall be interpreted as follows: -

- a) “Day” means calendar day and “month” means calendar month.
- b) “The Conditions” means the agreements entered into between KSU and the law firm, as recorded in the Main Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) “The Charges” means the rates and fees of which the appointed law firm is entitled to for the proper performance of its obligations as and when it is called upon by KSU to do so.
- d) “The Services” means services or part thereof that may from time to time be duly provided by the law firm and includes all of the materials and incidentals, which the law firm is required to perform and provide to KSU as part of its assignment.
- e) “The Procuring Entity” means KSU or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KSU or referred to as Kisii University).
- f) “The law firm” or the lawyer” or the Consulting firm” means the individual or firm providing the Services consequent to the appointment. For the avoidance of doubt this shall mean the Successful Law firm(s) or lawyer(s) pursuant to the tender.

8.2 Application

These General Conditions of Appointment shall apply to the extent that the provisions of other parts of the Conditions do not supersede them.

8.3 Standards

The Services supplied under this contract shall conform to the professional ethics and standards applicable to lawyers under the Advocates Act.

8.4 Use of Documents and Information

- 8.4.1 The law firm and each and every individual lawyer therein shall not, without KSU's prior written consent, disclose these Conditions, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KSU in connection therewith, to any person other than a person employed by the law firm in the performance of any assignment arising out of this appointment.
- 8.4.2 The law firm shall not, without KSU's prior written consent, make use of any document or information enumerated in sub-clause 8.4.1 above.
- 8.4.3 Any document, other than the contract itself, enumerated in sub-clause 8.4.1 shall remain the property of KSU and shall be returned (including all copies) to KSU on completion of the law firm's performance of any assignment which may be given to and accepted by it, where so required by KSU.

8.5 Professional Indemnity Cover

- 8.5.1 Within fourteen (7) days of the date of notification of appointment from KSU, the successful law firm shall furnish KSU with a valid PI Cover as provided for in the contract.
- 8.5.2 The Professional Indemnity Cover shall be issued by an insurance company registered by the Insurance Regulatory Authority and approved by IRA. The insurer must be located in Kenya.
- 8.5.3 The law firm shall ensure that the PI Cover remains valid throughout the period of Appointment and where KSU engages it in any assignment upto the conclusion of that assignment.
- 8.5.4 The PI Cover is required to protect KSU against the risk of the law firm's conduct during the performance of Services which would warrant the PI Cover's forfeiture or part thereof.
- 8.5.5 KSU shall seek authentication of the PI Cover from the issuing Insurer. It is the responsibility of the successful law firm to sensitize its issuing Insurer on the need to respond directly and expeditiously to queries from KSU. The period for response shall not exceed five (3) days from the date of KSU's query. Should there be no conclusive response by the Insurer within this period, such successful law firm's PI Cover may be deemed as invalid.
- 8.5.6 Failure of the successful law firm to furnish an authentic PI Cover, the appointment shall stand annulled.
- 8.5.7 The law firm shall provide such evidence of the continued existence and validity of the PI Cover as KSU may reasonably and from time to time request.

8.6 **Demonstration(s), Inspection(s) and Test(s)**

- 8.6.1 The law firm will be required to demonstrate dexterity, diligence, skill and professionalism in the performance of Services when called upon to do so right from receipt of instructions to conclusion of the assignment which is by closure of the file or matter by agreement between KSU and the law firm except in cases of earlier cessation of instructions.
- 8.6.2 KSU or its representative(s) shall have the right to inspect and confirm this demonstration of the law firm's performance, capacity, equipment, premises, and to confirm their conformity to the Conditions of Appointment.
- 8.6.3 KSU shall meet its own costs of the inspections/ visits. These may be done on the law firm's offices, courts or any other place at the discretion of KSU.
- 8.6.4 Where conducted on the premises of the law firm(s), all reasonable facilities and assistance, including access to literature and documentation save for other clients confidential information shall be furnished to KSU representative(s) at no charge to KSU.
- 8.6.5 A Demonstration/Visitation Report(s) may be completed by KSU upon conclusion of the inspection/ visitation. This Report where done shall be considered during periodical review with the law firm for purposes of improvement in the engagement between the parties, performance, analysis or re-appointment at the end of the Period.
- 8.6.6 Nothing in this clause 8.6 shall in any way be construed as a Waiver of any kind whatsoever or release the law firm from any of its obligations under the Advocates Act as and when it is engaged in any matter by KSU.

8.7 **Interest**

Where the law firm is instructed by KSU on any assignment or matter, it is hereby agreed that interest payment by KSU is inapplicable on any charges or fees accruing to the law firm.

8.8 **Fees and Rates**

- 8.8.1 Where professional fees, charges or payments of any kind are due and owing to the law firm, the guide for payment shall be the relevant Advocates Remuneration Order.
- 8.8.2 The mode of billing shall be considered on a case by case basis and subject to agreement between KSU and the law firm. Should there be a difference on this, then KSU and the law firm, may by agreement, refer the issue to Taxation with each party bearing their own costs for the Taxation.

8.9 **Assignment**

- 8.9.1 The law firm shall not assign or in whole or in part its appointment by virtue of its qualification or assign or sub-contract its obligations to perform when instructed by KSU except as may be prescribed.
- 8.9.2 In the event that a sub-contract is permissible and the law firm sub-contracts its role, the responsibility and onus over the instructions given to the law firm shall rest with the law firm that is qualified by KSU.

8.10 **Resolution of Disputes**

- 8.10.1 KSU and the law firm may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with its appointment or during the performance of any services rendered by the firm.
- 8.10.2 Where the parties are of the opinion that direct informal negotiation has been unable to amicably resolve the dispute, or, that it is not appropriate either party may resort to resolution before a recognized local forum for the resolution of disputes where circumstances permit.

8.11 **Language and Law**

The language of the GCA and the law governing any ensuing contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

8.12 **Waiver**

Any omission or failure by KSU to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the law firm shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KSU's powers and rights as expressly provided in and as regards the GCA and any ensuing contract.

8.13 **Force Majeure**

- 8.13.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
- a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
 - b) ionizing radiation or contamination by radio-activity from any nuclear fuel

or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

- c) rebellion, revolution, insurrection, military or usurped power & civil war;
 - d) riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;
 - e) un-navigable storm or tempest at sea.
- 8.13.2 Notwithstanding the provisions of the GCA, neither party shall be considered to be in default or in breach of its obligations under the GCA or any ensuing contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the GCA.
- 8.13.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 8.13.4 Upon the occurrence of any circumstances of *force majeure*, the law firm shall endeavour to continue to perform its obligations so far as is reasonably practicable. The law firm shall notify KSU of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The law firm shall not take any such steps unless directed so to do by KSU.
- 8.13.5 If the law firm incurs additional costs in complying with KSU's directions under sub clause 8.13.4, then notwithstanding the provisions of the GCA and any ensuing contract, the amount thereof shall be agreed upon with KSU and added to the fees and charges payable.
- 8.13.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the law firm may by reason thereof have been granted an extension of time for performance of the services, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the instructions. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the services at the option of either party shall terminate.

SECTION IX - TENDER FORM

Date:

Tender No.....

To:

Kisii University,
Main Campus,
Off Kisii-Kiloris Road,
P.O. Box 408-40200,
Kisii,
Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Law firm, offer to render and perform **Legal Services** in accordance and conformity with the said tender document.
2. We undertake, if our Tender is accepted, to perform and provide the Services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the Professional Indemnity Cover insurance from a reputable insurance company in a sum that is no less than that which we submitted for purposes of evaluation in the Tender.
4. We agree to abide by this Tender for a period of.....days (**law firm please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of appointment shall not constitute a contract, between us. The contract shall be formed between us when KSU duly issues instructions to us on any specific matter or assignment.

6. We understand that you are not bound to accept and prequalify any Tender you may receive.

Yours sincerely,

Full name of law firm

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp of the law firm

NOTES:

1. KSU requires a validity period of at least one hundred and twenty (120) days.
2. This form must be duly filled, signed and stamped.

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road Postal

Address Postal Code Mobile

No.....

CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

Name of your BankersBranch.....

*Names of law firm's contact person(s)

Designation/ capacity of the law firm's contact person(s)

Address, Tel, Fax and E-mail of the law firm's contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

Citizenship including whether by birth, marriage, registration or naturalisation.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names

Shares

1.....

2.....

3.....

4.....

5.....

Give citizenship of each partner including whether by birth, marriage, registration or naturalisation.....

Credit Facility:30 days ---2 Mks60 days ---5 Mks90 days --- 10 Mks

Name of duly authorized person to sign for and on behalf of the law firm

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....Date.....and

Stamp.....

NOTES TO THE LAW FIRMS ON THE QUESTIONNAIRE

1. The address and contact person of the Law firm provided above shall at all times be used for purposes of this tender.
2. The details on this Form are essential and compulsory for all law firms.
Failure to provide all the information requested may lead to the law firms disqualification.

SECTION XI – LIST OF LAW FIRM'S REFERENCES

The law firm is requested to provide the list of its branches in the country

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

Yours sincerely,

Full name of law firm

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp of the law firm

**SECTION XII – FORMAT OF CURRICULUM VITAE (CV) FOR
PROFESSIONAL STAFF**

Full name of lawyer: _____ Position in firm i.e. Partner or

Associate: _____

Years and or months with law firm: _____ Membership (and status) in

Professional Bodies: _____

Key Qualifications:

[Give an outline of lawyer's key experience and training most pertinent to the Services going not more than six years prior to the Date of the Tender Document. Indicate degree of responsibility held by the lawyer on relevant previous assignments and give dates and locations. For experience in last six years, also give types of activities performed and client references, where appropriate].

Preferred areas of practice if appointed:

[Give an outline of lawyer's preferred areas of practice relevant to the Services and any two outstanding achievements in that area going not more than five years prior to the Date of the Tender Document. Give client references, where possible].

Employment Record:

[Starting with present position, list in reverse order every employment held in the last ten years. List all positions held by the lawyer giving dates, names of employing organizations, titles of positions held, and locations of assignments].

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the information above correctly describes me, my qualifications, and my experience.

_____ Date: _____
[Signature of lawyer] *Day/Month/Year*

Yours sincerely,

Full name of law firm

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp of the law firm

SECTION XIII – FORMAT OF CONFLICT OF INTEREST FORM

1. Full name of lawyer(s) involved in the matter
2. Name of third party involved in the matter
3. Nature of the matter
(E.g. Claim for negligence; personal injury; damage to property; electricity billing, commercial transaction)
4. Brief Details
(Including when and where the dispute arose; amount involved or the commercial transaction)
5. Case Number (where applicable)
6. Date of commencement of the matter where there was/is litigation
7. Present position of the matter

Yours sincerely,

Full name of law firm

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp of the law firm

SECTION XIV - DECLARATION FORM

Date _____

To:

Kisii University,
Main Campus,
P.O. Box 408-40200,
Kisii, Kenya.

Ladies and Gentlemen,

The law firm i.e. (give full name of firm) _____ declares the following:

- a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any partner and/or other lawyer of the firm is not a person within the meaning of paragraph 3.3 of ITT.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/We are have not been found guilty of any serious violation of fair employment laws and practices.
- f) That I/ We are not associated with any other Tenderer participating in this Tender.
- g) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

.....
Full name of law firm

.....
Signature of duly authorised person signing the Tender

.....
Name and Capacity of duly authorised person signing the Tender

.....
Stamp of the law firm

**ANTI CORRUPTION AFFIDAVIT FORM
REPUBLIC OF KENYA**

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA

AND

IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL

ACT, NO. 33 2015.

I,.....of P.O. Box.....being a resident of
in the Republic of Kenya do hereby make oath and state as follows: -

- 1) THAT I am the.....; (Chief Executive/Managing Director/Principal Officer /Director) of (Name of the Business) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Kisii University and duly authorized and competent to make this Affidavit.
- 2) THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kisii University , which is the procuring entity.
- 3) THAT the aforesaid Candidate, its servant(s) and/or agent(s) have not been offered and will not offer any inducement to any member of the Board, Management, Staff and/or employee(s) and/or agent(s) of Kisii University .
- 4) THAT the aforesaid Candidate, its servant(s) and/or agent(s) have not been debarred from any procurement process.
- 5) THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said }

..... }

}

on this day of 20..... }

_____ }

}

DEPONENT..... }

Before me
Oath }

Commissioner for