KENYATTA NATIONAL HOSPITAL

PRE-QUALIFICATION OF LEGAL SERVICES

TENDER NO. KNH/PQ/001/2019-2021

ALL LAW FIRMS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID

JULY 2019
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<td>ACC</td>
<td>Advocates Complaints Commission</td>
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<td>CLE</td>
<td>Council of Legal Education</td>
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<td>ICPAK</td>
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<td>KRA</td>
<td>Kenya Revenue Authority</td>
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<td>KSL</td>
<td>Kenya School of Law</td>
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<tr>
<td>LSK</td>
<td>Law Society of Kenya</td>
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<td>ODPP</td>
<td>Office of the Director of Public Prosecutions</td>
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<td>PPAD 2015</td>
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SECTION I: INVITATION TO TENDER

1.1 Invitation and Contact Address
The Kenyatta National Hospital (KNH) invites bids from eligible law firms for the Provision of Legal Services (hereinafter referred to as ‘the Services’). Interested Law firms may obtain further information from the office of the Deputy Director, Supply Chain Management, located at the Hospital’s Main Administration Block Room 6, P.O. Box 20723-00202, Nairobi, Kenya; procurement@knh.or.ke.

1.2 Obtaining Tender Documents
Tender documents with detailed specifications and conditions detailing the requirements may be obtained from the KNH Supply Chain Management office from **Monday to Friday between 9.00am to 4.00pm** upon payment of a non-refundable fee of **KES.1000.00** per document via Mpesa Paybill No.626088, Account Number-Name of Supplier and obtain an official receipt from the Cash Office (Administration Block) or bankers cheque made payable to Kenyatta National Hospital. Alternately, the tender document can be viewed and downloaded from the KNH website [www.knh.or.ke](http://www.knh.or.ke); [https://supplier.treasury.go.ke](https://supplier.treasury.go.ke); or [IFMIS portal](https://ifmis.go.ke), free of charge. All bidders will be required to email their name, email address, physical address and telephone contact to procurement@knh.or.ke.

1.3 Submission of Tender Documents
Completed Tender documents should be submitted and deposited in the Tender Box situated at the Kenyatta National Hospital, Administration Block, Supply Chain Department entrance on or before **30/7/2019 at 10.00 am** addressed to the Chief Executive Officer, Kenyatta National Hospital, P.O. Box 20723-00202 Nairobi.

1.4 Opening of Submitted Tenders
Tenders will be opened on **30/7/2019 at 10.00 am** in the presence of the Tenderer or their representatives at a venue to be communicated by the Opening Committee.

1.5 The bidders are also encouraged to demonstrate high degrees of integrity, fidelity, and honesty in the information supplied to KNH as part of their bids. The information should be as clear and concise as possible.
**SECTION II: TENDER SUBMISSION CHECKLIST**

This order and arrangement shall be considered as the Tender Submission Format. Law firms shall tick against each item indicating that they have provided it.

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Tick where Provided</th>
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<tbody>
<tr>
<td>1</td>
<td>Professional Indemnity Cover</td>
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<tr>
<td>2</td>
<td>Declaration Form</td>
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</tr>
<tr>
<td>3</td>
<td>Duly completed Tender Form</td>
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<tr>
<td>4</td>
<td>Copy of law firm’s Registration Certificate</td>
<td></td>
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<tr>
<td>5*</td>
<td>Copy of law firm’s PIN Certificate</td>
<td></td>
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<tr>
<td>6*</td>
<td>Copy of the law firm’s Valid Tax Compliance or Clearance Certificate</td>
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<td>7</td>
<td>Confidential Business Questionnaire (CBQ)</td>
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<td>8</td>
<td>List with full contacts as well as physical addresses of six (6)</td>
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<td></td>
<td>corporate clients</td>
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<td>9</td>
<td>Curriculum Vitae of Lawyers</td>
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<td>10</td>
<td>Clearance Certificate from LSK and ACC</td>
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<td>11</td>
<td>Practicing Certificate issued by LSK</td>
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<tr>
<td>12</td>
<td>Audited Financial Statements or Bank Statements</td>
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<td>13</td>
<td>Proof of evidence of physical address and premises through e.g.</td>
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<td>copy of utility bills i.e. electricity, water, telephone;</td>
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<td>copy of title deed; lease or tenancy agreement etc.</td>
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<td>14</td>
<td>Any other document or item required by the Pre-qualification</td>
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<td>Tender Document (The Law firm shall specify such other documents or</td>
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<td>items it has submitted)</td>
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*Notes to Law Firms on Tender Submission Checklist*

a) Valid TCC shall be one issued by KRA and must have been valid at least as at 30/7/2019.

b) All law firms are required to provide the Personal Identification Number (PIN Certificate).
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SECTION III: INSTRUCTIONS TO TENDERERS

3.1 Definition
In this Pre-qualification tender, unless the context or express provision otherwise requires:

a) Any reference to an Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.

b) 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.

c) Day means calendar day and months mean calendar months.

d) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KNH, and includes collusive practice among Law firms (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KNH of the benefits of free and open competition.

e) The expression ‘Law firm’ shall include lawyers and vice versa.

f) The Tender or Tender Document includes its appendices and documents mentioned hereunder and any reference to this tender and any other document includes a reference to the other document as varied, supplemented and/or replaced in any manner from time to time.

3.2 Eligible Law Firm

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 ensuing Service Level Agreement (SLA) as may be entered into between the law firm and KNH.

3.2.3 The classification, as defined by KNH, shall be as follows:

a) Category A law firms – (Super-size)
   i. Has a Professional Indemnity Cover of not less than KES.200 million
ii. Has more than twelve (12) admitted lawyers (Essential Condition-EC)

b) Category B law firms – (Large)
   i. Has a Professional Indemnity Cover of not less than KES.100million but not equivalent to or more than KES.200million
   ii. Has between eight (8) and twelve (12) admitted lawyers (EC)

c) Category C law firms – (Medium)
   i. Has a Professional Indemnity Cover of not less than KES.50million but not equivalent to or more than KES.100million
   ii. Has between four (4) and seven (7) admitted lawyers (EC)

d) Category D law firms – (Standard)
   i. Has a Professional Indemnity Cover of not less than KES.10million but not equivalent to or more than KES.50million
   ii. Has between one (1) and three (3) admitted lawyers (EC)

3.2.4 For purposes of this categorization and the Pre-qualification Tender Document –
   a) Admitted lawyers shall mean qualified lawyers who have been admitted to the Bar and hold a valid year 2019 practicing certificate. It includes all Partner(s) in the Law firm.
   b) A Law firm that substantially fits within one category will be deemed to be within that category even though it does not strictly fully fall within the parameters described for that category as above.

3.2.5 Law firms shall satisfy all relevant licensing and/or registration with LSK, the Office of the Attorney General of Kenya and the relevant County.

3.2.6 Law firms shall provide such evidence of their continued eligibility satisfactory to KNH as the Hospital may reasonably request.

3.2.7 In appointment of law firms, the Hospital shall strive to appoint at least 30% of the firms in its panel from among the youth, women, disabled, minority and marginalized groups who possess a certificate of preference and fulfill the requirements for pre-qualification under this Tender document. This Invitation to prequalify is open to all eligible as described in the Appendix to Instructions to Law firms.

3.2.8 KNH’s employees, Board of Management, Board of Trustees and their relatives (spouse(s) and children) are not eligible to participate in the tender.

3.3 Declaration of Eligibility

3.3.1 Law firms shall not be under a declaration of ineligibility for corrupt and 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 XIII.
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 Pre-Bid Meeting
3.4.1 KNH with conduct a pre-bid meeting and the Hospital shall notify Tenderers of the date and venue. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
3.4.2 Law firms are requested as far as possible to submit any question in writing or by electronic means to reach the Hospital through the Deputy Director, Supply Chain Management at the Hospital’s address indicated in the Invitation to Tender before the pre-bid meeting.
3.4.3 Non-attendance during the pre-bid meeting will not be a cause of disqualification of the pre-qualification Tender.

3.5 Cost of Tendering
3.5.1 The Law firms shall bear all costs associated with the preparation and submission of its Tender. KNH will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
3.5.2 There are no charges for the Pre-qualification Tender Document downloaded from the Hospital’s website, www.knh.or.ke.

3.6 Contents of the Tender Document
3.6.1 The Pre-qualification Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with Clause 3.8 of these Instructions to Law firms:
   a) Introduction
   b) Invitation to Tender
   c) Tender Submission Checklist
   d) Instructions to Tenderers
   e) Schedule of Requirements
   f) Method of Charging for Services
   g) Evaluation Criteria
   h) Pre-qualification Submission Form
   i) Confidential Business Questionnaire Form
   j) List of Law Firms References
   k) Quality Management Systems/Standard Operating Procedures
   l) Format of CV for Professional Staff
   m) Declaration Form
   n) Professional Indemnity Cover
3.6.2 The Law firm is expected to examine all instructions, forms, provisions, terms and specifications in the Pre-qualification Tender Document. Failure to furnish all information required by the Pre-qualification Tender Document or to submit a
tender not substantially responsive to the Pre-qualification Tender Document in every respect shall result in the rejection of its Tender.

3.7 Clarification of Documents
3.7.1 A prospective Law firm requiring any clarification of the Pre-qualification Tender Document may notify the Procurement Office in writing or by post at the Hospital’s address indicated in the Invitation to Tender.
3.7.2 KNH will respond in writing to any request for clarification of the Pre-qualification Tender Documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KNH. Written copies of KNH’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. KNH shall reply to any clarifications sought by the Law firm within three (3) days of receiving the request to enable the Law firm make timely submission of its Tender.
3.7.3 If a prospective Law firm sends an inquiry after the stated days or the inquiry is received by KNH after the stated days, KNH shall have the option of responding to the inquiry and extension of the date of submission of tenders or ignoring it.

3.8 Amendments of Documents
3.8.1 At any time prior to the deadline for submission of Tenders, KNH, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Law firms, may modify the tender documents by amendment.
3.8.2 All prospective Law firms that have received the Pre-qualification Tender Documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.
3.8.3 In order to allow prospective Law firms reasonable time in which to consider the amendment in preparing their Tenders, KNH, at its discretion, may extend the deadline for the submission of Tenders.

3.9 Language of Tender
3.9.1 The Tender prepared by the Law firms, as well as all correspondence and documents relating to the tender, exchanged between the Law firms and KNH, shall be written in English language.
3.9.2 Any printed literature furnished by the Law firms may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Law firm’s letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Law firm’s stamp.

3.10 Tender Form
3.10.1 The Law firm shall complete and sign the Pre-qualification Submission Form and all other documents furnished in the Pre-qualification Tender Document, indicating the services to be performed and methodology of charging for services amongst other information required.

3.11 Charges for Services

3.11.1 The law firm shall indicate on the appropriate table labelled as Method of Charging for Services the unit prices and rates (where applicable) when called upon to render such Services.

3.11.2 The rates and prices shall be of costs for the Services excluding VAT but inclusive of all other taxes and insurances payable. No other basis shall be accepted for evaluation.

3.12 Law Firms Competences and Qualifications

3.12.1 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.

3.12.2 The documentary evidence of the Law firm’s qualifications to be appointed and perform well if its Tender is accepted shall be established to KNH’s satisfaction-
   a) Valid and current Tax Compliance Certificate issued by KRA. The Law firm is strongly advised to confirm the authenticity of the TCC with KRA’s Department responsible for compliance to avoid rejection of its Tender.
   b) Financial capability necessary to perform the contract. The law firm shall be required to provide the following documents:
      i. Financial Statements of the law firm. The audited financial statements required must be those that are reported within the fifteen (15) calendar months of the Date of the Pre-qualification Tender Document.
      ii. For law firms that are registered within the last one calendar year of the Date of the Pre-Qualification Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Pre-qualification Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.
   c) Certificate of good standing of the Law firm and its Advocates from LSK and clearance certificate from the ACC.
   d) That the Law firm has the technical and professional capability necessary to be appointed and perform the Services well when called upon to do so.
   e) That the Law firm is duly registered recognized and is a current member of the body or institution accredited and or pertaining to the Services.
3.12.3 The Law firm will furnish KNH with a copy of the registration certificate and LSK’s recognition. KNH reserves the right to subject the certificate and recognition to authentication.

   a) Registration is by the Attorney General’s Office’s Registrar of Business Names or Partnerships.

   b) Recognition is by listing at the LSK of the law firm as declared by the Partner(s) and, in the name of the law firm.

   c) 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 Pre-qualification Tender Document unless satisfactorily explained otherwise by the Law firm.

3.12.4 Law firms with a record of unsatisfactory or default in performance obligations in any contract or service delivery shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any law firm with unresolved case(s) in its obligations for more than three (3) months in any assignment or service delivery.

3.12.5 The Law firm shall furnish, as part of its Tender, documents establishing the conformity to the Pre-qualification Tender Document of all services that the Law firm proposes its ability to perform if appointed to KNH’s Panel of Lawyers.

3.12.6 The documentary evidence of conformity of the services to the Pre-qualification Tender Document may be in the form of literature and drawings.

3.12.7 For purposes of the documentary and other evidence to be furnished by the Law firm shall note that standards for competence, professionalism and material, designated by KNH 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 KNH’s satisfaction that the substitutions ensure substantial and/or higher equivalence to those designated in the Pre-qualification Tender Document.

3.13 Deviations

3.13.1 Where a Law firm deems that it possesses competency that may not aptly fit into any of the evaluation criteria set out in the Pre-qualification 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”.

3.13.2 The Statement should include the following: -

   a) the specific Pre-qualification Tender document requirement;

   b) the deviation proposed by the Law firm;

   c) the details of the deviation;

   d) justification or reason for the deviation; and

   e) where possible, the law firm’s cost of that deviation and the law firm’s estimate of the cost complying with KNH’s requirement without the deviation.

3.14 Demonstration(s), Inspection(s) and Test(s)
3.14.1 Where required in the tender, all Law firms shall demonstrate ability of performance of the required service in conformity with the Details of Services.

3.14.2 KNH 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, and premises to confirm their conformity to the tender requirements. This shall include any quality management system. KNH representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/test/visitation.

3.14.3 KNH 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 KNH.

3.15 Professional Indemnity Cover

3.15.1 Every Law firm shall furnish, as part of its Tender, a Professional Indemnity Cover (hereinafter referred to as the PI Cover) of a minimum of Kenya Shillings Ten Million (KES.10 Million).

3.15.2 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.

3.15.3 The PI Cover shall be denominated in Kenya Shillings or in another freely convertible currency, 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.

3.15.4 The PI Cover shall be valid up to at least the closing date of the tender.

3.15.5 KNH 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 KNH. The period for response shall not exceed three (3) days from the date of KNH’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.

3.15.6 Any Tender not secured in accordance with this paragraph will be rejected by KNH as non-responsive pursuant to paragraph 3.24.

3.15.7 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 KNH.

3.16 Validity of Tender

3.16.1 Tenders shall remain valid for a period 120 days after the date of tender opening or as otherwise may be prescribed by KNH. A Tender that is valid for a shorter period shall be rejected by KNH as non-responsive. In exceptional circumstances, KNH may extend the Tender validity period. The extension shall
be made in writing. A Law firm shall not be required nor permitted to modify its Tender during the extended period.

3.17 Number of Sets and Tender Format
3.17.1 The Law firms shall prepare two complete sets of its Tender, identifying and clearly marking the “ORIGINAL TENDER” and “COPY OF TENDER” as appropriate. Each set shall be properly bound. The copy shall be a replica of the Original. The copy will be deemed to contain the same information as the Original.
3.17.2 Where there is any discrepancy between the Original and the Copy of the Law firm’s documents, the Original shall govern.
3.17.3 The Tender shall be divided in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
3.17.4 The order and arrangement as indicated in the Tender submission Checklist will be considered as the Tender Format.
3.17.5 Any Tender not prepared and signed in accordance with this paragraph will be rejected by KNH as non-responsive, pursuant to paragraph 3.24.

3.18 Preparation and Signing of the Tender
3.18.1 The Original and the Copy of the Tender shall be typed or written in indelible ink.
3.18.2 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 Pre-qualification Tender Document to do so.
3.18.3 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 Registrar of Business Names & Partnership) or the Law firm’s Confidential Business Questionnaire Part 2 (a) or (b).
3.18.4 All pages of the Tender, including un-amended printed literature, shall be initialed by the Partner(s) signing the Tender and serially numbered.
3.18.5 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.
3.18.6 KNH will assume no responsibility whatsoever for the Law firm’s failure to comply with or observe the entire contents of this paragraph.
3.18.7 Any Tender not prepared and signed in accordance with this paragraph will be rejected by KNH as non-responsive, pursuant to paragraph 3.24.
3.18.8 The Law firms shall seal the Original and the Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as “ORIGINAL” and “COPY OF TENDER”. The envelopes or packages shall then be sealed in outer envelopes or packages.
3.18.9 The inner and outer envelopes or packages shall – a) be addressed to KNH at the address given; and
b) bear the tender number and name as per the Pre-qualification notice and the words, “DO NOT OPEN BEFORE” as specified.

3.18.10 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened or the Tender does not qualify for further financial evaluation in accordance with the evaluation process set out in the Tender Document.

3.18.11 If the envelopes or packages are not sealed and marked as required by this paragraph, KNH will assume no responsibility whatsoever for the Tender’s misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KNH and promptly returned to the Tenderer.

3.19 Deadline for Submission of Tenders
3.19.1 Tenders must be received by KNH by the time and at the place specified in the Pre-qualification notice.
3.19.2 KNH may, at its discretion, extend this deadline for submission of Tenders by amending the pre-qualification documents, in which case all rights and obligations of KNH and the Law firms previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.20 Modification and Withdrawal of Tenders
3.20.1 The Law firms 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 KNH prior to the deadline prescribed for submission of tenders.
3.20.2 The Law firm’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.17. 3.18 and 3.19. A withdrawal notice may also be sent by facsimile, electronic mail, cable, or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
3.20.3 No Tender may be modified after the deadline for submission of Tenders.

3.21 Opening of Tenders
3.21.1 KNH shall open all Tenders promptly after the close of submission at the location specified in the tender document or as may otherwise be indicated. The Law firms or their representatives may attend the opening and those present shall sign a register evidencing their attendance.
3.21.2 The Tenderer’s names, tender modifications or withdrawals, the presence or absence of requisite Professional Indemnity Cover and such other details as KNH, at its discretion, may consider appropriate, will be announced at the opening.
3.21.3 KNH shall assign an identification number to each tender received.
3.22 **Process to be Confidential**
3.22.1 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 firms or other person(s) not officially concerned with such process until conclusion of that process.
3.22.2 Any effort by a Law firms to influence KNH or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of appointment to the Panel may result in the rejection of the Law firm’s tender.

3.23 **Clarification of Tender**
3.23.1 To assist in the examination, evaluation and comparison of Tenders KNH may, at its discretion, ask the Law firms for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the Method of Charging for Services or substance of the Tender shall be sought, offered, or permitted.
3.23.2 The law firm shall provide in writing the clarification or substantiation which should reach KNH within twenty-four hours (24hr) from the time of KNH’s query or any such period expressly indicated by KNH. Such writing may include by electronic mail or hand delivered mail.
3.23.3 Failure to provide timely clarification or substantiation of the information that is essential for effective evaluation of the Law firm’s qualifications shall result in the Law firm’s disqualification.

3.24 **Preliminary Tender Evaluation**
3.24.1 Prior to Technical Evaluation, KNH will determine the substantial responsiveness of each Tender. For purposes of this Tender, a substantially responsive Tender is one that conforms to all the requirements of the Evaluation. KNH’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
3.24.2 KNH will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section V Evaluation Criteria.
3.24.3 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 KNH and cannot subsequently be made responsive by the Law firms by correction of any non-conformity.

3.25 **Minor Deviations, Errors and Oversights**
3.25.1 KNH may waive any minor deviation in a Tender that does not materially depart from the requirements set out in the Pre-qualification Tender Document.
3.25.2 Such minor deviation shall be -
   a) quantified to the extent possible;
b) taken into account in the evaluation process and comparison of tenders; and
c) applied uniformly and consistently to all qualified Tenders duly received by KNH.

3.25.3 KNH may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.25.4 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, KNH’s right or the Law firm’s obligations under and ensuing engagement’ or
   c) whose rectification would affect unfairly the competitive position of other law firms presenting responsive tenders.

3.26 Preferences
3.26.1 Preference for the certified Youth, Women and Persons with Disabilities will be applied as per the PPAD, 2015.

3.27 Tender Evaluation Period
3.27.1 The Evaluation Committee shall evaluate the tender within the validity period of the tender.

3.28 Debarment of a Law Firm
3.28.1 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.

3.29 Confirmation of Qualification for Appointment
3.29.1 KNH may confirm to its satisfaction whether the Law firm that is selected is qualified for appointment.

3.29.2 The confirmation will take into account the Law firm’s technical and performance capabilities. It will be based upon an examination of the documentary evidence of the Law firm’s qualifications submitted, as well as confirmation of such other information, as KNH deems necessary and appropriate. This may include offices and other facilities inspection and audits; cleanliness, ordreliness of its offices and general satisfaction and good welfare of its non-lawyer staff.

3.29.3 An affirmative confirmation will be a prerequisite for appointment of the Law firm to the KNH Panel. A negative confirmation will result in rejection of the Law firm’s Tender.

3.30 Notification of Appointment and Acceptance
3.30.1 KNH shall notify the successful Law firms in writing that its Tender has been accepted. Simultaneously, KNH shall formally notify each unsuccessful firm.

3.30.2 The notification of appointment shall not constitute the formation of any contract.

3.30.3 Within seven (7) days of the date of notification of appointment, the successful law firm shall indicate its acceptance by –
   a) Writing a formal acceptance letter to KNH; and
   b) Sign the Service Level Agreement where required, and any other documents specified.

Failure of the successful Law firm to sign the Service Level Agreement (SLA) where it is required by KNH to do so, and provide the Professional Indemnity Cover as stipulated, shall result in the appointment being annulled.

3.30.4 KNH shall sign and date the SLA 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, and include the Law firm on its Panel.

3.31 Termination of Procurement Proceedings

3.31.1 KNH may at any time terminate Pre-qualification proceedings before approval and shall not be liable to any person for the termination.

3.31.2 KNH shall give prompt notice of the termination to all the Law firms who submitted tenders and, give its reasons for termination within fourteen (14) days.

3.32 Corrupt or Fraudulent Practices

3.32.1 KNH requires that Law firms observe the highest standards 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 a public official in the selection process or in Contract execution.
   b) **Fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

3.32.2 KNH shall reject a proposal for appointment if it determines that the Law firm recommended for appointment has engaged in corrupt or fraudulent practices during the procurement process and execution of contracts.

3.33 Conflict of Interest

3.33.1 A Law firm bidding for provision of legal services shall ensure that it does not have any conflict of interest with respect to KNH.

3.33.2 For purposes of this paragraph, a conflict of interest with respect to KNH includes, but is not limited to circumstances, where the Law firm after acceptance of KNH...
appointment to its Panel, is still a provider of professional services to a party with conflicting interests to KNH.

3.3.3 Law firms shall be required to state in the prescribed form, details of any case or assignment in which it on its own behalf or it was acted on behalf of a party with conflicting or adverse interests to KNH within the last two (2) years of the date of the Pre-qualification Tender Document.

SECTION IV - SCHEDULE OF REQUIREMENTS

4.1 Brief Schedule of Services Required

4.1.1 KNH intends to procure by way of pre-qualification the services of competent Law firms and qualified lawyers as follows:
   a) to be listed on its Panel for the two-year period between 1st July 2019 to 30th June 2021 or as may be extended; and
   b) 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.

4.1.2 The scope of the Services includes the fields of 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; 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.

4.1.3 This will also include provision of expert advice and opinions on specific cases, transactions, events including projects. It may involve carrying out searches locally in land and company registries and liaising with other relevant bodies and authorities.
SECTION V - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted as follows:

These are mandatory requirements. This shall include confirmation of the following:
6.1.1 Checking general orderliness, tidiness and well bound nature of the Tender.
6.1.2 Submission of copy of a valid Professional Indemnity Cover.
6.1.3 Submission of Declaration Form(s) duly completed and signed.
6.1.4 Submission and considering that Pre-qualification Tender Form duly completed and signed.
6.1.5 Submission and considering the following:
   i. Firm’s Registration Certificate (where the law firm is registered under youth women and persons with disability group, the registration certificate should be provided);
   ii. PIN Certificate or Taxpayer’s Registration Certificate issued by KRA;
   iii. Valid Tax Compliance or Clearance Certificate issued by KRA;
   iv. Firm profile;
   v. Audited Financial Statements or Bank Statements; and
   vi. Certificate of good standing from LSK and ACC.
6.1.6 That the Tender is valid for the period required (2 years)
6.1.7 Submission of the required number of sets (original and copy) of Tender.
6.1.8 Submission of evidence of physical addresses and premises through e.g. copy of utility bills i.e. electricity, water, telephone; copy of title deed; lease or tenancy agreement etc. (For detailed requirements please see the relevant Notes)
6.1.9 Submission and considering the Confidential Business Questionnaire:
   i. Is filled;
   ii. That details correspond to the related information in the bid
   iii. That the law firm is not ineligible as per paragraphs 3.3.
6.1.10 Evidence of recognition of the Law firm by LSK (excluding the law firm’s own statement to this effect).
6.1.11 Submission of list of clients as evidence of the Law firm’s performance and experience on legal matters in the last three (3 years from the date of the Pre-qualification Tender Document.
6.1.12 Submission of copies of the following documents in respect of each and all the Law firm’s qualified Advocates who is/are likely to be engaged on a day to day basis in providing services if successful –
   a) Curriculum Vitae (CV) as provided in the sample format;
   b) For Partners – Letter of the law firm signed as prescribed in the relevant notes in the Pre-qualification Tender Document
c) All other admitted lawyers, employment contracts or service agreements, whichever exists, signed by the Partner and the lawyer in question.

6.1.13 Submission and considering the details on Conflict of Interest Form.

6.2 Part 2: Technical Evaluation
1. Technical Proposals will be evaluated using the tables and criteria below.
2. Certification/Certified copies
   i. Wherever certified copies are requested or acceptable to KNH, it is preferable for the certification to be original.
   ii. Any lawyer who is also a Commissioner of Oaths in the bidding law firm may certify any document on behalf of his/her own law firm, which documents, the law firm intends to submit in this Tender.
3. Curriculum Vitae (CV)
   i. Some lawyers may have long chequered careers and experience. However, all lawyers are strongly advised to furnish their CV’s in the format provided and which should not be more than two (2) single sided A4 size pages at font 12.
   ii. Any information in the CV that is beyond the 2 pages may stand disregarded for purposes of evaluation.
   iii. Any CV that is not signed by both the owner of the CV and the person authorized to sign the tender will be disregarded. Where the owner and authorized person are the same, the signature by such same person will suffice.
4. Definition of Partner
   i. 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 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.
   ii. 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 Pre-qualification Tender.
   iii. Conversely, where a Law firm has only one Partner, that Partner shall be considered the Managing or Senior Partner for purposes of this Tender.
5. Combining Information in Single Document
   i. KNH 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.
   ii. 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.
      a. No information sought should be omitted at all.
b. 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.

6. **Staff's Nature of Engagement with the Law Firm**
   i. 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

7. **Qualification and Scoring**
   i. To qualify for further evaluation and any appointment, the Law firm scores will be as follows:
      a. Categories A to D minimum of 70 marks from the tables.
      b. For firms that are eligible under preferences, the minimum marks shall be 60 marks from the tables.
   
   ii. To earn any mark-
      a. the Law firm must satisfy each and every tenet of each criterion to obtain the full award or marks for that particular criterion.
      b. where any single tenet is not fulfilled for any criterion, the marks may not be awarded. For instance, where a Law firm submits the correct document but lacks a signature or fails in certification or absence of letter, the firm may lose the full marks for that criterion.
   
   iii. Where after completion of all calculations and the Grand Total in the tables is obtained that contains a decimal mark, such decimal will be rounded off to the nearest whole. Where the decimal mark is nought decimal five (0.5), this shall be treated as a full mark upwards.

8. **Third Party Documents**
   i. 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.

## TABLES, CRITERIA AND SCORES

6.2.1 **Representation in Legal matters in the last three (3) years- maximum 18 marks**

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Give two (2) clients with above KES.15billion annual turnover</td>
<td>Maximum 8 mark; 4 marks for each.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Give two (2) clients with above KES.100million but not more than KES.15billion annual turnover</td>
<td>Maximum 6 mark; 3 marks for each.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Give two (2) clients with between KES.20million and KES.100million annual turnover

Maximum 4 mark; 2 marks for each.

Total score

Notes

a) Evidence of representation in legal matters in the last three years shall be through the following –
   a.1. List prepared by the law firm giving the full names of the companies or firms or organizations.
   a.2. The List shall contain the current full physical, postal, facsimile (if available) and website (if any) and email address of the organization. It should also include the contact person or office and his/her e-mail address.

b) Representation in “running down” cases or issues will be accepted only if the eventual final Award or Judgement exceeded KES.2million in a single case or series of cases arising from the same incident. The Law firm shall provide evidence of such final Judgement or Award from which there has been no or no further Appeal.

c) For lawyers who have been in private practice for no more than 18 months from the Date of the Tender Document, but were previously employed as in-house counsel (by whatever description) for any organization(s) for a continuous period of five years, before venturing into private practice, evidence of Representation shall take into account any organization or customer or client of their employer(s) that s/he was directly responsible for during his/her period of employment. This shall include his/her employer itself.

6.2.2 Satisfactory resolution of legal matters from any four out of the six clients above – maximum 8 marks

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Client no.1 (State name of client, attach proof)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Client no.2 (State name of client, attach proof)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Client no.3 (State name of client, attach proof)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Client no.4 (State name of client, attach proof)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total score

Notes

a) Please give four clients who had serious or manifestly important matters that your firm handled competently and professionally in the best interests of the client.
b) Evidence of satisfactory handling and acceptance shall be through letter in the Law firm’s letterhead outlining/stating the following-
   i. competence and professionalism in the handling of the matter; and
   ii. a very brief or general statement of the matter or issue e.g. ‘obtained an injunction (not exparte) in favour of XYZ against loss of land use to fraudulent sale or encroachment by unauthorized persons’.

c) Serious or important is defined as: -
   i. in terms of pecuniary value, a liability that the client faced of no less than KES.1 million should the client have had an adverse Judgement or Award against the client. The Judgement should be the final in the matter. Proof of the Judgement or Award will be required.
   ii. where the pecuniary value cannot be determined at face value, the main issue would have had far reaching adverse consequences on the client and/or other organizations/firms/persons though not in court but would be in a similar predicament.
   iii. where the pecuniary value cannot be determined at face value, the main issue had far reaching consequences on the client and/or other organizations/firms/persons though not in court but were in a similar predicament.
   iv. In commercial transactions involving a sum of KES.2 million and above. Commercial transactions include all conveyancing of immovable property where the amount involved is KES.2 million and above (excluding lawyers professional fees).

d) The handling may include through the Law firm’s advisory opinions acting in mergers and acquisitions; litigation; share offering; restructuring, transfer of assets and liabilities between two or more organizations but does not include the conventional or traditional conveyancing of selling, buying or leasing land or other immovable property, except as provided above.

e) For lawyers who have been in private practice for no more than 18 months from the Date of the Tender Document, but were previously employed as in-house counsel (by whatever description) for any organization(s) for a continuous period of two years, before venturing into private practice, evidence of satisfactory resolution shall take into account any organization or customer or client of their employer(s) that s/he was directly responsible for during his/her period of employment. This shall include his/her employer itself.
6.2.3 **Valid evidence of partner appropriate qualification and degree of responsibility – maximum 25 marks**

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Level in the firm must be Senior or Managing Partner. (Give full name of Partner; attach or indicate source of proof).</td>
<td>5 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Years of legal experience (State number, attach or indicate source of proof).</td>
<td>Maximum 5 marks. Half (½) mark for each year of legal experience (Maximum marks in this parameter is attained irrespective of whether the Partner has actually more than 10 years' experience)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Professional Qualification(s) (Commissioners for Oaths and/or Notary Public or indicate source of proof).</td>
<td>Maximum 4 marks. 2 mark for each i.e. Commissioner for Oaths and Notary Public</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Professional Membership. (CIArb; attach or indicate source of proof).</td>
<td>Maximum 2 marks. • 2 marks for Fellow • 1 mark for Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>a) Degree of responsibility. (State organizations or clients where responsibility as Lead Counsel or Lead Lawyer was in 3 completely different assignments with at least one each being in respect of an organization or client or Government with above KES.10 billion and another between KES.10-100 million annual turnover; attach proof). OR</td>
<td>Maximum 9 marks. 3 mark for each assignment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Degree of responsibility. (State organizations or clients where responsibility as Lead Counsel or Lead Lawyer was in less than 3 completely different assignments; attach proof).</td>
<td>Maximum 6 marks. 2 mark for each assignment.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total score**

**Notes**

a) Evidence of Partner’s position shall be through –
   a.1. where the firm is a sole proprietorship or a “one-man show” the firm’s letter to that effect.
   a.2. where the firm has more than one Partner a letter to that effect by the firm and such letter co-signed by any other Partner in that firm.

b) Evidence of the Partner’s years of legal experience shall be taken from the year of admission to the Bar as reflected and recorded by the Partner’s admission number at LSK. Any period prior to this shall not be reckoned.
c) Evidence of Partner’s professional membership or status shall be through-
c.1. a letter on the letterhead of the professional organization confirming the Partner’s Membership or status
c.2. the letter shall not be more than 12 months old prior to the Date of the Pre-Qualification Tender Document or in lieu, a copy of a valid/current certificate of membership or status in that professional organization.
d) Evidence of Partner’s degree of responsibility shall be through an appointment or confirmation or recommendation or congratulatory letter, contract or other document, which way, from the organization or client or Government in respect of which such responsibility was shouldered and performed. Any of the documents must clearly show that the Partner acted as such Lead Counsel in that assignment.
e) For lawyers who have been in private practice for no more than 18 months from the Date of the Tender Document, but were previously employed as in-house counsel (by whatever description) for any organization(s) for a continuous period of five years, before venturing into private practice, evidence of Partner’s appropriate qualification, experience and degree of responsibility shall take into account any organization or customer or client of their employer(s) that s/he was responsible for during his/her period of employment. This shall include his/her employer itself

6.2.4 Team’s average years of legal experience (excluding all partners) – maximum 12 marks

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Years of legal experience (Give names of all lawyers; each lawyer’s years of experience; attach or indicate source of proof)</td>
<td>Maximum 12 marks irrespective of whether the Team has more than five average years of legal experience. (2 marks for each average year)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes
a) The Team should be composed of the lawyers in the firm who are likely to be handling KNH matters on a day to day basis. For avoidance of doubt, this should not include other lawyers who will not ordinarily be deployed to handle KNH matters.
b) To score,
b.1. the years of legal experience for each admitted lawyer in the firm will be added up to obtain the total years of legal experience whether gained in the employment/service of the bidder firm or elsewhere.
b.2. those total years will then be divided by the total number of admitted lawyers in the firm.
b.3. the resulting figure will be taken as the lawyers or Team’s average years of legal experience.

c) Years of legal experience of each lawyer shall be by confirming that each lawyer is engaged in the law firm through –

c.1. employment/appointment letters or contract/service agreement of the lawyer in the law firm.

c.2. the letter shall be on the law firm’s letterhead and signed by the Partner and acknowledged/received by signing of the letter by the lawyer in question.

c.3. the agreement shall be signed by both the Partner and the lawyer.

d) The years will then be computed on the same parameters as that of a Partner i.e. based on the admission number at LSK.

e) for firms in which there is only a sole qualified lawyer, the firm will be entitled to only the minimum of 2 marks under this criteria. If the sole lawyer has been in active practice for more than 10 years, such firm will be entitled to 4 marks only, provided it meets the criteria.

6.2.5 **Companies or Organizations or Clients offered legal training by the Law firm in the last three (3) years of the Pre-qualification Tender Document – maximum 5 marks**

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Companies/organizations/clients and numbers trained. (Provide list with complete contact address include website of each company/organization/client; attach proof).</td>
<td>Maximum 3 marks. 1 mark will be given for each company or firm or organization or client.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Training material for each company/organization/client (Attach or give source of proof).</td>
<td>Maximum 2 marks. 1 mark for the manual or material or other training document or part thereof per each company or firm or organization or client.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total score**

**Notes**

a) List prepared by the law firm giving the full names of the companies or firms or organizations. The List shall contain the current full physical, postal, website (if any)
and e-mail address of the organization. It should also include the contact person or office for that training.

b) The List shall indicate the total number of persons in each company or firm or organization who were given the training.

c) A letter from the organization, company or firm or confirming that the training was performed by the law firm.

d) The letter shall be done on the letterhead of that company or firm or organization and signed by its authorized representative who shall give his/her full names and designation in that company or firm or organization together with his/her full contact details.

e) Copies of relevant legal training manuals, documents, or materials that were issued or imparted to the participants or companies or firms or organizations during or after the training.

f) The training includes any that was done for or on behalf of the LSK, KSL, CLE ICSK or any other continuous professional development program. It excludes any and all trainings in consumer protection, human rights, children’s rights, family law, elections and election laws, refugee or military law/issues.

g) For lawyers who have been in private practice for no more than the last 18 months from the Date of the Tender Document, but were previously employed as in-house counsel (by whatever description) for any organization(s) for a continuous period of five years, before venturing into private practice, evidence of such training shall take into any organization or customer or client of their employer(s) that s/he was responsible for during his/her period of employment. This shall include his/her employer itself.

6.2.6 Appropriateness of Law Firm’s Quality Management System/Standard Operating Procedures (QMS/SOP) including File Management – maximum 12 marks

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overview/Mission of QMS/SOP</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>File Management – Orderliness and flow (Should contain ascertainable details)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>File Management – Flexibility (Should contain ascertainable details)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>File Management – Achievability (Should contain ascertainable details)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>File Management – Soundness (Should contain ascertainable details)</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>File Management –</td>
<td>2 marks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Notes

a) File Management refers to the handling of any matter including litigation, commercial, conveyancing, contractual, advisory, as an Arbiter, Mediator, etc.
b) This should be furnished using the format provided in the Pre-qualification Tender Document.
c) Law firms are advised to furnish all the information regarding this criterion in not more than three (3) single-sided A4 size page at font 12 with spacing at 1.2.
d) This information may also be contained in the Firm Profile.

6.2.7 Financial Capability – maximum 20 marks

<table>
<thead>
<tr>
<th>S/No</th>
<th>Criteria</th>
<th>KNH requirement (Full scores for compliance &amp; graduated scores for partial compliance)</th>
<th>Law Firm response</th>
<th>Marks awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Checking submission of financial statements or certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Pre-qualification Tender Document for Law firms registered with the last one year.</td>
<td>10 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Confirmation that the Method of Charging for Services is duly completed and signed and considering the content</td>
<td>10 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION VI – PRE-QUALIFICATION SUBMISSION FORM

Date:

Tender Number and Name:

To:
The Chief Executive Officer
Kenyatta National Hospital
P.O. Box 20723-00202
NAIROBI, KENYA

Dear Sir,

1. Having examined the Pre-qualification documents including Addenda Nos ........................................ the receipt of which is hereby duly acknowledged, We, the undersigned, offer to supply the required services in accordance with your Request for Quotations and we hereby submit our Pre-qualification Document.

2. Our Pre-qualification is binding to us and if found acceptable we shall be pleased to be included in the list of pre-qualified firms.

3. We understand that you are not bound to accept any tender you may receive.

Yours sincerely,

____________________________
Name of Tenderer

____________________________
Signature of duly authorized person signing the Tender

____________________________
Name and Capacity of duly authorized person signing the Tender

____________________________
Stamp or Seal of Tenderer
**SECTION VII—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

<table>
<thead>
<tr>
<th>Business Name</th>
<th>.......</th>
<th>Location of business premises</th>
<th>Business Name of your business</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Plot No.</th>
<th>Street/Road</th>
<th>...</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Postal Address</th>
<th>Postal Code</th>
<th>Tel No</th>
<th>Facsimile</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mobile No.</th>
<th>and/ or</th>
<th>CDMA No.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-mail</th>
<th>...</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Nature of your business</th>
<th>...</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Registration Certificate No.</th>
<th>...</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Names of Law firm’s contact person(s)</th>
<th>Law firm’s contact person(s)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Designation of Law firm’s contact person(s)</th>
<th>...</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address, Tel, Fax and E-mail of Law firm’s contact person(s)</th>
<th>...</th>
</tr>
</thead>
</table>

### Part 2 (a) Sole Proprietor

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>...</th>
</tr>
</thead>
</table>

| Citizenship including whether by birth, marriage, registration or naturalization | ... |
### Part 2 (b) Partnership

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Names</th>
<th>Shares</th>
<th>Citizenship</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

[Name]

Capacity of the duly authorized person

Signature of the duly authorized person

### NOTES ON THE QUESTIONNAIRE

1. The address and contact person 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 shall lead to the Law firm's disqualification.**
SECTION VIII—METHOD OF CHARGING FOR SERVICES

PART A

5.1 Advocates Remuneration Order under the Advocates Act, 2014

5.1.1 KNH’s appointment will consider the Law firm that offer the right balance of value for money as measured by the quality of legal service rendered. The Law firm will be expected to identify ways in which legal costs for any significant or complex cases may be mitigated.

5.1.2 KNH expects that legal fees and charges payable shall generally be in accordance with the Order as applicable to the case or matter being handled.

5.1.3 The mode of billing shall be considered on a case by case basis and subject to agreement between KNH and the Law firm. Should there be a difference on this, then KNH and the Law firm may by agreement refer the issue to Taxation with each party bearing their own costs for the Taxation.

PART B

5.2 Advocates Remuneration Order (Schedule V) under the Advocates Act, 2014

5.2.1 Without prejudice to the contents of paragraph 5.1, KNH recognizes that the present 5th Schedule of the Order provides for an hourly billing system or an amount fixed by agreement between KNH and the firm.

5.2.2 Law firms are required to fill in the table below (Hourly Billing Table). If and when the issue of hourly billing arises from the performance of services instructed within the two-year period, where KNH consents, the parties will refer to the Table 5.2.2 below as a basis for discussion and determination of fees payable.

<table>
<thead>
<tr>
<th>S/No</th>
<th>Name of Professional staff</th>
<th>Position (Partner/Associate/Assistant)</th>
<th>Hourly Remuneration Rate (KES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NB: For Information Only on Reimbursable Costs

i. KNH proposed payments for subsistence and accommodation shall be as follows:
   a) For matters or assignment in Mombasa and Kisumu cities – KES.7,000/- per night.
   b) For matters or assignment in County Headquarters, Malindi, Kilifi, Lamu, Kwale and Naivasha – KES.6,000/- per night.
   c) For matters or assignment in all other towns – KES.5,000/- per night.

ii. The above costs are payable on reimbursement basis, as part of a fee note and with demonstrable proof of the necessity and occurrence.

iii. KNH may revise these figures where circumstances permit but not within the first year of appointment.
iv. The figures apply only where the Law firm or lawyer does not have an office or ordinarily practice in that town.

v. This excludes other disbursements incurred in the normal course of rendering the Services.
Dear Sirs and Madams,

Having read, examined and understood the Pre-qualification Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned law firm, offer to provide Legal Services for the sums as may be ascertained in accordance with the Method of Charging for Services accepted and inserted by me/us above.

Yours sincerely,

_____________________________
Name of Tenderer

_____________________________
Signature of duly authorized person signing the Tender

_____________________________
Name and Capacity of duly authorized person signing the Tender

_____________________________
Stamp or Seal of Tenderer
SECTION IX– LIST OF LAW FIRM’S REFERENCES

The Law firm is requested to provide the list of its references. Please refer to ITT paragraph 3.6 and Evaluation Criteria Table 6.2.2.

1.

2.

3.

4.

5.

6.

Yours sincerely

___________________________________
Full name of Law Firm

___________________________________
Signature of duly authorized person signing the Tender

___________________________________
Name and Capacity of duly authorized person signing the Tender

___________________________________
Stamp of the Law Firm
SECTION X– QUALITY MANAGEMENT SYSTEM/STANDARD OPERATING PROCEDURES

The Law firm is requested to provide give details of its Quality Management System (QMS) or Standard Operating Procedures (SOP). Please refer to ITT paragraph 3.14.2 and Evaluation Criteria Table 6.2.6.

Overview of Law Firms QMS/SOP

Description of File Management System or Handling of any Matter

Yours sincerely

___________________________________
Full name of Law Firm

___________________________________
Signature of duly authorized person signing the Tender

___________________________________
Name and Capacity of duly authorized person signing the Tender

___________________________________
Stamp of the Law Firm
SECTION XI– FORMAT OF CURRICULUM VITAE FOR PROFESSIONAL STAFF

Full name of lawyer: _______________________________________________________

Position in firm i.e. Partner or Associate____________________________________

Years and 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 five (5) 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. Fr experience in last six (6) years, also give types of activities performed and client references, where appropriate).

Preferred areas of practice if appointed to KNH panel
(Give an outline of lawyer’s preferred areas of practice relevant to the Service and any two (2) outstanding achievements in that area going not more than five (5) years prior to date of Tender Document. Give client references, where possible).

Employment Record
(Starting with present position, list in reverse order every employment held in the last ten (10) years. List all positions held by the lawyer giving dates, name of employing organization, 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)

Yours sincerely

___________________________________
Full name of Law Firm

___________________________________
Signature of duly authorized person signing the Tender

___________________________________
Name and Capacity of duly authorized person signing the Tender

___________________________________
Stamp of the Law Firm
SECTION XII– 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)

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 authorized person signing the Tender

___________________________________
Name and Capacity of duly authorized person signing the Tender

___________________________________
Stamp of the Law Firm
SECTION XIII - SELF DECLARATION FORMS

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED

IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.
(Section 62)

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ................................................................. (insert name of Law firm) who is a Bidder in respect of Tender No......................... for ......................... (insert tender title/description) for ................................. (insert name of the Procuring entity)) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

_________________________________
Name of Tenderer

_________________________________
Signature of duly authorized person signing the Tender

_________________________________
Name and Capacity of duly authorized person signing the Tender

_________________________________
Stamp or Seal of Tenderer
REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY

SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.
(Section 62)

1. ………………………………………………………………… of P.O.Box……………………. being a resident of…………………………………..in the Republic of Kenya do hereby make a statement as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of ………………. …………………………………. (insert name of the Company) who is a Bidder in respect of Tender No…………………… for ………………………(insert tender title/description) for ………………………(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………. (insert name of the Procuring entity) which is the procuring entity.

3. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………. (insert name of the Procuring entity).

4. **THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

_____________________________
Name of Tenderer

_____________________________
Signature of duly authorized person signing the Tender

_____________________________
Name and Capacity of duly authorized person signing the Tender

_____________________________
Stamp or Seal of Tenderer