

**ORIGINAL**

**KENYATTA NATIONAL HOSPITAL**



**PREQUALIFICATION OF LEGAL SERVICE PROVIDERS  
FOR A TWO-YEAR PERIOD  
PREQUALIFICATION NO. KNH/PQ/04/2024-2026**

**CLOSING DATE: 20/3/2025**

## **ABBREVIATIONS AND ACRONYMS**

<b>CLE</b>	: Council of Legal Education
<b>GCA</b>	: General Conditions of Appointment
<b>ICPAK</b>	: Institute of Certified Public Accountants of Kenya
<b>ITT</b>	: Instructions to Tenderers
<b>KNH</b>	: Kenyatta National Hospital
<b>KRA</b>	: Kenya Revenue Authority
<b>KSL</b>	: Kenya School of Law
<b>LSK</b>	: Law Society of Kenya
<b>ODPP</b>	: Office of the Director of Public Prosecutions
<b>PPAD 2015</b>	: Public Procurement and Asset Disposal Act, 2015
<b>PPRA</b>	: Public Procurement Regulator Authority.
<b>SLA</b>	: Service Level Agreement

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## **SECTION I: INVITATION TO TENDER**

Kenyatta National Hospital (KNH) invites bids from eligible law firms to be placed in our Panel of Advocates for a period of two (2) years and who may from time to time be appointed to **provide legal services (hereinafter referred to as ‘the Services’)**.

Interested law firms may obtain further information from the office of the Director, Supply Chain Management, located at the Hospital’s Main Administration Room 6, P.O. Box 20723-00202, Nairobi, Kenya; **procurement@knh.or.ke**.

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 Tenderer** and obtain an official receipt from the Cash Office (Administration Block) or bankers cheque made payable to Kenyatta National Hospital.

Alternatively, the tender document can be viewed and downloaded from the KNH website **www.knh.or.ke**; or **https//supplier.treasury.go.ke**; or **IFMIS portal**, free of charge. All bidders will be required to email their name, email address, physical address and telephone contact to **procurement@knh.or.ke**.

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 **20/3/2025** at **10.00 am** addressed to:

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

Tenders will be opened on **20/3/2025** at **10.00 am** in the presence of the Tenderers or their representatives at a venue to be communicated by the Opening Committee.

Bidders are also encouraged to demonstrate high degrees of integrity, fidelity, and honesty in the information supplied to Kenyatta National Hospital 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 Format. Tenderers shall tick against each item indicating that they have provided it.

<b>NO</b>	<b>REQUIREMENT</b>	<b>TICK WHERE PROVIDED</b>
<b>A</b>	Duly Filed, Signed & Stamped Tenderers Submission Form	
<b>B</b>	Duly filed Confidential Business Questionnaire	
<b>C</b>	Copy of the Certificate of the Registration of the Law firm	
<b>D</b>	Evidence of Physical Address (attach copies of utility bills e.g. electricity /water or lease agreement	
<b>E</b>	Copies of practicing certificates of all advocates in the Law firm	
<b>F</b>	Letters of recommendation from at least three five(5) corporate clients (Indicate Contact Person's email and personal telephone No.)	
<b>G</b>	Audited Accounts for the last two (2) years <b>OR</b> Certified Management Accounts where the firm has been in operation for less than two (2) years.	
<b>H</b>	Copy of valid Tax Compliance Certificate and PIN Certificate	
<b>I</b>	Evidence of the firm's Professional Indemnity Cover for year 2025	
<b>J</b>	Law Firm Profile	
<b>K</b>	Duly filed Forms clearly indicating preferred areas of practice regions to be considered once successful	

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## **INFORMATION TO TENDERERS**

### **3.1 Introduction**

- 3.1.1 KNH invites eligible prospective Tenderers for the provision of Legal Services to undertake the assignments described herein for a period of two (2) years.
- 3.1.2 All law firms are advised to read carefully this tender document in its entirety before making any bid.
- 3.1.3 The prequalification of legal service providers does not constitute a retainer.
- 3.1.4 The Tender document and the Tenderers response thereof shall be the basis for qualification to be placed in the Panel of Advocates. Tenderers must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing their response.
- 3.1.5 Tenderers will be informed in writing of the results of their application.
- 3.1.6 Tenderers will meet all costs associated with preparation and submission of their applications.
- 3.1.7 Tenderers who have previously been on the KNH Panel of Advocates should also apply for reconsideration.
- 3.1.8 It is KNH's policy to require that Tenderers observe the highest standards of ethics and professionalism in the procurement process and execution of Service Level Agreements. In pursuance of this policy, KNH:
  - (a) Defines, for the purpose of this provision, the terms set forth below: "*Corrupt and Fraudulent practice*" meaning as defined in **Appendix I**.
  - (b) -Will reject a Tender if it determines that a Tenderer has engaged in corrupt or fraudulent activities in competing for the tender in question;
  - (c) Will declare a Tenderer ineligible, if at any time it determines that Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a similar tender;
  - (d) Will have the right to examine financial or other records relating to the performance of such services to determine capability; and
  - (e) Will have the right to inspect the business premises of the Tenderer.
- 3.1.9 Tenderers shall furnish information as described in the Tender document.
- 3.1.10 Tenderers shall be aware of the provisions on fraud and corruption stated in herein after.

### **3.2 Professional Qualification**

- 3.2.1 The Advocates must be active members of the Law Society of Kenya with current Practicing Certificates. They should not have any pending disciplinary cases. Due

diligence will be carried out to ensure that they have not been disbarred.

### **3.3 Professional Indemnity Insurance**

3.3.1 The firms of advocates must have taken out a Professional Insurance Indemnity of minimum Kshs.10,000,000.00 subject to an upward review depending on the brief at hand.

### **3.4 Expertise**

3.4.1 The law firms must be ranked highly by their peers as well as have proven experience of the issues in question. While it is important for the lead partners to be experienced the qualification of other members of the firm who will be performing, the majority of the legal services should also be of high standard. This includes associates, research assistants and paralegals.

### **3.5 Scope of Legal Services**

3.5.1 The legal services being procured include but not limited to: civil litigation and practice, commercial law, construction law, public procurement and disposal law, labour law, constitutional law, arbitration & alternative dispute resolution law and practice, tax law, land law & conveyancing, public private partnership law, international law, project finance, and environmental law.

3.5.2 The law firms should attach their profiles stating the type of cases/matters handled and their success rate in litigation and commercial transactions. The profile should indicate experience in handling matters before the different courts and Tribunals including Arbitrations and Adjudications handled.

3.5.3 The firms should also provide a list of clients handled which should include government departments and parastatals, international companies and private organizations; and the type of matters handled.

### **3.6 Firms Profile**

3.6.1 The following information should be included:

- (a) Period for which the law firm has been in operation;
- (b) Number of partners and their standing in the bar;
- (c) Number of Associates and their standing in the bar;
- (d) Number of pupils;
- (e) Number of paralegal staff;
- (f) Number of support staff;
- (g) Areas of Practice & Specialization including regional preference; and
- (h) Whether the firm is a member of an international consortium of lawyers or members of international legal bodies.

### **3.7 Facilities**

3.7.1 The firm should possess facilities like a modern legal library, access to online law reports or other legal resources, computers, internet connectivity etc. to enable them provide adequate services and facilitate real-time communication.



### **3.8 Payment of Fees/Costs**

- 3.8.1 KNH will consider law firm's that offer the right balance of value for money as measured by the quality of legal service offered. Law firms will be required to identify ways in which legal costs for any significant or complex matter can be mitigated and be willing to negotiate on the same.
- 3.8.2 The payment of fees will be based on the Advocates Remuneration Order, capped or as may be agreed between the firm and KNH. The mode of billing shall be as per the terms of the Service Level Agreement between the firm and KNH, and subject to prior agreement between the firm and KNH.

### **3.9 Litigation against KNH**

- 3.9.1 The firm should disclose if they are engaged with past or pending litigation against KNH and the nature of the litigation in order to avoid conflict of interest. The firm should declare any conflict of interest.

### **3.10 Ability to work closely with KNH Legal Services Division**

- 3.10.1 The prequalified law firms will be required to work closely with the Office of Director, Legal Services/Corporation Secretary.
- 3.10.2 To ensure effective communication, the selected firms are required to put in place the necessary mechanism to facilitate continuous communication and to ensure timely feedback/reporting on the progress of matters being handled. Quarterly reports will be required in respect of litigation matters to be submitted no later than the first week of every quarter.

### **3.11 Monitoring and Evaluation**

- 3.11.1 The selected law firms must agree to be monitored through regular client satisfaction surveys in order to ensure that they maintain high standards of service. The firms must give regular reports to KNH. The Law firms must enter into Service Level Agreements with the Procuring Entity once they are formally instructed.

### **3.12 Clarifications of Tender Document**

- 3.12.1 Tenderers may request a clarification on the Tender document up to seven (7) days before the Tender submission date. Any request for clarification must be sent in writing by postal mail or electronic mail to the KNH's address [procurement@knh.or.ke](mailto:procurement@knh.or.ke). KNH will respond in writing by normal postal mail or electronic mail to such requests and will send copies of the response to all Tenderers who intend to submit tenders.

### **3.13 Preparation of Tender Documents**

- 3.13.1 Tenderers are requested to submit a Tender written in English language.
- 3.13.2 Tenderers are expected to examine the Tender documents in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.

3.13.3 Tenderers are required to meet the evaluation criteria stipulated hereinafter. Those who do not meet the requirements need not submit tenders. Only tenders, which fulfill these requirements, will be considered for detailed evaluation.

3.13.4 The Registration documents shall not include any financial proposal information other than audited accounts for the last two (2) years.

### **3.14 Period of Validity**

3.14.1 The Tender for prequalification of legal services must remain valid for not less than one hundred and twenty (120) days from the date of submission. KNH will make best effort to complete the evaluation and communicate within this period.

### **3.15 Qualification Criteria**

3.15.1 Qualification will be based on meeting the minimum requirements to pass in the criteria set as shown below:

- (a) Duly completed Tenderer Submission Form.
- (b) A certified copy of Certificate of Registration/Incorporation.
- (c) Three letters of recommendation from your corporate clients.
- (d) Certified Valid Tax Compliance Certificate.
- (e) Duly Completed Confidential Business Questionnaire.
- (f) Evidence of physical address and premises (attach copies of utility bills e.g. electricity/water or lease agreement/Title.
- (g) Current Practicing Certificates for all partners and associates.
- (h) Attach CV's of Partners, Associates and Consultants if any.
- (i) Professional Insurance Indemnity Cover for 2025.

3.15.2 The declaration will be either pass or fail regarding the Tenderer's general and particular experience, personnel and equipment capabilities as demonstrated by the Tenderer's response in the forms provided.

3.15.3 The procuring entity reserves the right to waive minor deviations if they do not materially affect the capability of any Tenderer to perform the services.

3.15.4 Tenderers shall as part of their application submit a registered Power of Attorney authorizing the signatory of the Tenderer to commit the Tenderer and update any information submitted with their applications for Prequalification, which may have changed, and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the prequalification documents.

### **3.16 Submission, Receipt, and Opening of Prequalification Document**

3.16.1 **Tender Submission:** The original Tender Document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Tenderer. Any such corrections must be initialed by the person or persons who sign (s) the Prequalification Document.

- 3.16.2 The authorized representative of the Tenderers should initial all pages of the tender document.
- 3.16.3 The Tender document should be prepared and submitted in duplicate in a plain sealed envelope marked: "**PREQUALIFICATION OF LEGAL SERVICES**" and delivered to: The Chief Executive Officer, Kenyatta National Hospital, P.O. Box 20723-00202 NAIROBI.
- 3.16.4 **Submission Time:** The closing time for the submission of the Prequalification Document shall be **20/3/2025** at **10.00am** and shall be sent to the above address. Documents shall be marked on top "**DO NOT OPEN BEFORE 20/3/2025**" at 10.00am.
- 3.16.5 **Late Submission:** Any prequalification document received after the deadline shall be rejected as a late tender and shall not be considered.
- 3.16.6 **Tender Opening:** An Opening Committee shall open the applications immediately after the closing time for submission of the Prequalification Document. KNH will prepare a record of the Tender Document opening.
- 3.16.7 KNH will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness.
- 3.16.8 Tenderers must paginate their Tender document consistent with the table of contents to facilitate ease of reference during evaluation.

### **3.17 Tender Evaluation**

- 3.17.1 Tenderers shall not contact KNH on the matter relating to their Tender Document from the time of opening to the time the evaluation is finalized unless official communication is sent to them. Any effort by the Tenderer to influence KNH in the prequalification document evaluation shall result in the rejection of their application.
- 3.17.2 Prequalification will be based on meeting the following minimum criteria regarding the Tenderer's legal status, general and particular experience, personnel and financial position as demonstrated by the responses in the attached forms.
- 3.17.3 The Tenderers should have registered offices and KNH reserves the discretion of visiting physical premises from which the Tenderer conducts business if so desired to confirm existence and capability to deliver the said services.
- 3.17.4 Tenderers who qualify according to the selection criteria will be required to offer various legal services as and when required within the two (2) years
- 3.17.5 KNH reserves the right to accept or reject any or all Tender Documents without the obligation to assign any reason(s) for its decision thereof.

3.17.6 The evaluation criteria is provided in **Section IV** of the Prequalification Tender Document

**3.18 Confidentiality**

3.18.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderers who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been prequalified for the services.

**3.19 Notification of Award**

3.19.1 KNH will promptly notify the successful Candidates.

3.19.2 The selected Candidates will be expected to commence any allocated assignment on receipt of any instructions from KNH.

3.19.3 Upon Award, KNH does not bind itself to assign any case to any of the qualified law firms/lawyers but shall endeavor to ensure equitable distribution of the available briefs among the qualified law firms/lawyers taking into account the experience and qualification of the individual firm.

## **SECTION IV: EVALUATION CRITERIA**

The Evaluation will be undertaken in two (2) stages namely:

- (a) Mandatory Evaluation – Pass/Fail basis;
- (b) Technical Evaluation – Pass mark 70 out of 100

### **STAGE I: MANDATORY REQUIREMENTS**

The following shall be mandatory requirements which a bidding firm **MUST** fully comply before proceeding to Technical Evaluation Stage

<b>NO</b>	<b>REQUIREMENT</b>	<b>YES/NO</b>
<b>MR1</b>	Submission of two Tender documents securely bound (Spiral or book) and Clearly marked ( <b>ORIGINAL</b> and <b>COPY</b> ) by the tenderer. No loose or stapled documents will be accepted	
<b>MR2</b>	Bid document <b>MUST</b> be chronologically and sequentially serialized (paginated) i.e. 1234... on every page including the table of contents and the original tender document	
<b>MR3</b>	Duly completed, signed and stamped Tenderer Submission Form	
<b>MR4</b>	Duly completed, signed and stamped Confidential Business Questionnaire	
<b>MR5</b>	Duly completed, signed and stamped Certificate of Independent Tender Determination.	
<b>MR6</b>	Copy of the Certificate of the Registration of the Law firm and corresponding CR13. AGPO (for Women, Youth & Persons With Disability owned law firms)	
<b>MR7</b>	Copy of valid Tax Compliance Certificate (to be verified online)	
<b>MR8</b>	Copy of valid PIN Certificate	
<b>MR9</b>	Audited Accounts for the last two (2) years <b>OR</b> Certified Management Accounts where the firm has been in operation for less than two (2) years.	
<b>MR10</b>	Copy of valid Professional Indemnity Cover for year 2025 taken out with a reputable insurance firm	
<b>MR11</b>	Copies of practicing Certificates of all advocates in the Law firm	
<b>MR12</b>	Letter of good standing of the firm's advocates from Law Society of Kenya	
<b>MR13</b>	Evidence of physical address or premises of the firm	
<b>MR14</b>	Letters of Recommendation from at least five (5) corporate clients that the Tenderer is currently representing, and details of contact persons.	
<b>MR15</b>	Duly completed, signed and stamped Self Declaration Forms (SD1, SD2 and Declaration and Commitment to the code of ethics).	
<b>MR16</b>	Bank Details Form duly completed, signed and stamped by both Tenderer and Bank	
<b>MR17</b>	Duly signed Declaration pursuant to section 62 of the Public Procurement and Asset Disposal Act, 2015 indicating that firm or any of its partners, associates and/or employees will not engage in any corrupt or fraudulent practice, and Declaration that the firm or any of its partners, associates and/or employees are not debarred from participating in procurement proceedings	

## **STAGE II: TECHNICAL EVALUATION**

The bidders that will qualify at the mandatory stage shall be subjected to the technical evaluation. The maximum score attainable at the technical evaluation shall be 100 with a pass mark of 70.

<b>NO</b>	<b>REQUIREMENT</b>	<b>PARAMETER</b>	<b>MAXIMUM SCORE</b>
<b>1</b>	<b>Experience</b>		
1(a)	Experience in advising public institution or large commercial enterprises.	<b>1 mark</b> for each letter or evidence attached.	<b>5</b>
<b>2</b>	<b>Professional Indemnity Cover</b>		
2(a)	Value of Professional Indemnity Cover	<b>10 marks</b> for professional indemnity cover of over <b>Kshs.100million</b>	<b>10</b>
		<b>8 marks</b> for professional indemnity cover of between <b>Kshs.75million</b> and <b>Kshs.99million</b>	
		<b>6 marks</b> for professional indemnity cover of between <b>Kshs.50million</b> and <b>Kshs.74million</b>	
		<b>4 marks</b> for professional indemnity cover of between <b>Kshs.25million</b> and <b>Kshs.49million</b>	
		<b>2 marks</b> for professional indemnity cover of between <b>Kshs.10million</b> and <b>Kshs.24million</b>	
<b>3</b>	<b>Capacity of the Firm (Attach CVs of personnel prepared in according to format provided in Section V)</b>		
3(a)	Number of Partners	<b>2 marks</b> per Partner for a maximum of <b>3 Partners</b>	<b>6</b>
		<b>0 mark</b> for any Partner whose CV is not attached	<b>0</b>
3(b)	Number of Associates	<b>1 mark</b> per Associates for a maximum of <b>6 Associates</b>	<b>6</b>
		<b>0 mark</b> for any Associate whose CV is not attached	<b>0</b>
<b>4</b>	<b>Briefs Handled</b>		
4(a)	Major litigation briefs handled (attach any of the following evidence; letter of instruction, judgment or art of pleadings showing the value of the claim/subject matter	<b>15 marks</b> for subject matter value of over Kshs.100million	<b>15</b>
		<b>10 marks</b> Subject matter value between Kshs.75million and Kshs.99million	
		<b>8 marks</b> Subject matter value between Kshs.50million and Kshs.74million	
		<b>5 marks</b> Subject matter value of Kshs.25million and below	

4(b)	Prepare a list (refer <b>Section VI</b> ) and Brief Summary of each case for the last five (5) years indicating the nature of briefs handled and attach evidence thereof)		
4(b)(i)	Employment and Labour Relations	<b>3.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>7</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(ii)	Medico-Legal matters	<b>3.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>7</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(iii)	Constitutional and Judicial Review matters	<b>3.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>7</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(iv)	Procurement and Disposal Law matters	<b>3.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>7</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(v)	Alternative Dispute Resolution matters – Arbitration, Adjudication, Mediation etc.	<b>2.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>5</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(vi)	Taxation matters	<b>2.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>5</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(vii)	Commercial Law matters	<b>2.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>5</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(viii)	Conveyancing matters	<b>2.5 marks</b> per brief with summary and evidence for a	<b>5</b>

		maximum of <b>2 briefs</b>	
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(ix)	Criminal Law matters	<b>2.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>5</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>
4(b)(x)	Other matters - ICT, Data Protection, Legislative Drafting, Regulatory Bodies, Intellectual Property etc.	<b>2.5 marks</b> per brief with summary and evidence for a maximum of <b>2 briefs</b>	<b>5</b>
		<b>0 mark</b> for any brief whose summary and evidence is not attached.	<b>0</b>



**SECTION V: FORMAT OF CURRICULUM VITAE**

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. For 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.

\_\_\_\_\_  
*(Signature of lawyer)*

Date: \_\_\_\_\_

**SECTION VI: LITIGATION HISTORY**

Tenderers, should provide information of litigations brief successfully handled in terms of value and subject matter in the last five (5) year

Year	Name of client, cause of litigation and matter in dispute	Award FOR or AGAINST	Disputed amount KShs.

Authorized Signature: \_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

Stamp or Seal of Tenderer: \_\_\_\_\_

**SECTION VII: PREFERRED AREAS OF PRACTICE**

Please indicate as appropriate the areas of specialization of practice where you wish to be considered for provision of legal services.

No	Area of practice & legal knowledge	Name of personnel attached to area of practice	Brief of any recent experience in an assignment of the specific matter (not more than 3 years)
1	Employment & Labour Relations		
2	Medico-Legal		
3	General Civil Litigation		
4	Judicial Review		
5	Public Procurement & Disposal		
6	Public Private Partnership		
7	Data Protection		
8	Taxation		
9	Conveyancing		
10	Company & Commercial Law		
11	Intellectual Property		
12	Constitutional and Human Rights		
13	Criminal Law		
14	Environmental and Land		
15	Insurance Claims		

**Any others:** Please specify .....

*Firms are free to indicate all the areas.*

**SECTION VIII: FIRM REFERENCE**

Provide five (5) corporate clients that the Tenderer is currently representing, and details of contact persons.

NO	COMPANY	CONTACT
1		
2		
3		
4		
5		

*(Attach current letters of recommendation from the clients listed)*

**SECTION IX: TENDERER SUBMISSION FORM**

Date: \_\_\_\_\_

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

Dear Sir,

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 Clause 3.8 of the Tender Document.

If our bid is acceptable, we shall be pleased to be included in list of KNH Panel of Lawyers.

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

Stamp or Seal of Tenderer: \_\_\_\_\_

## **SECTION X: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the **KENYATTA NATIONAL HOSPITAL** [Name of Procuring Entity] for: **KNH/T/04/2024-2026:**\_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the

procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Authorized Signature: \_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

Stamp or Seal of Tenderer: \_\_\_\_\_

**SECTION XI: SELF DECLARATION FORMS**

**FORM SD 1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED  
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL  
ACT 2015**

I, \_\_\_\_\_ of P.O. Box \_\_\_\_\_ being a resident of \_\_\_\_\_ in the Republic of 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 the Company*) who is a Bidder in respect of **TenderNo.** \_\_\_\_\_ 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 herein above is true to the best of my knowledge, information and belief.

\_\_\_\_\_

(Title) (Signature) (Date)

Bidder Official Stamp



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

I, \_\_\_\_\_ of P.O. Box \_\_\_\_\_ being a resident of \_\_\_\_\_ in the Republic of 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 the Company*) who is a Bidder in respect of **TenderNo.** \_\_\_\_\_ 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 (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corruptive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

\_\_\_\_\_  
(Title) (Signature) (Date)

Bidder Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I \_\_\_\_\_ (person) on behalf of \_\_\_\_\_ declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory: \_\_\_\_\_

Sign: \_\_\_\_\_

Position: \_\_\_\_\_

Office address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of the Firm/Company: \_\_\_\_\_

Date: \_\_\_\_\_

*(Company Seal/ Rubber Stamp where applicable)*

Witness Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_



# KENYATTA NATIONAL HOSPITAL

Address: P.O BOX 20723-00202, Nairobi.

Telephone: 020 2726300-4 | 020 4243000 | 020 7244000

Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

## BANK DETAILS FORM

**TENDER NUMBER:**

**TENDER DESCRIPTION:**

**PERSON AUTHORIZED TO  
SIGN THE TENDER AS PER  
POWER OF ATTORNEY OR  
DELEGATION TO SIGN:  
INSTITUTION/COMPANY  
NAME:**

<u>ADDRESS</u>	<u>OFFICIAL STAMP</u>

**AUTHORIZED PERSONS  
NAME**

**POSITION**

**EMAIL ADDRESS**

**TELEPHONE NO.**

**SIGNATURE**

**DATE**

(1)	(2)

**ACCOUNT NO:**

**BANK NAME:**

**BRANCH NAME:**

	<b>BANK CODE</b>
	<b>BRANCH CODE</b>

**BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE**

**AUTHORIZED PERSONS  
NAME**

**BANKERS STAMP**

1)	2)

## **TENDERER DATA CONSENT FORM**

Tender Number: \_\_\_\_\_

Tender Description: \_\_\_\_\_

Kenyatta National Hospital is committed to processing your personal information in accordance with the Hospital's Data Protection Policy, Data Protection Act, 2019 and its Regulations.

The personal data submitted in the tender as detailed will therefore be processed in line with the relevant Data Protection, Policies, Laws and Regulations in the way(s) and purpose(s) detailed in this Data Subject Consent Form.

I/we \_\_\_\_\_ hereby give explicit consent to processing my personal data by Kenyatta National Hospital for the purposes of compliance with the Data Protection Act, 2019

Authorized Signature: \_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

Stamp or Seal of Tenderer: \_\_\_\_\_

## **APPENDIX I: FRAUD AND CORRUPTION**

### **1. Purpose**

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act, 2015 (the Act) and the Public Procurement and Asset Regulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### **2. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Section 66 of the Public Procurement Act, 2015 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be:-
  - (a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - (b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection(7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - (a) shall not take part in the procurement proceedings;
  - (b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - (c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within

- his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- (a) Defines broadly, for the purposes of the above provisions, the terms:
- i) “**corrupt practice**” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “**fraudulent practice**” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “**collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “**coercive practice**” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “**obstructive practice**” is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- (b) Defines more specifically, in accordance with the Act, provisions set forth for fraudulent and collusive practices as follows: “**fraudulent practice**” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition
- (c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly,

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;
- (e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- (f) Pursuant to Section 62 of the Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>2</sup> *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

## **TENDERER INFORMATION SHEET**

The Tenderer shall be fill this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: \_\_\_\_\_

ITT No.: KNH/PQ/04/2024-2026

1. Tenderer's Legal Name
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration:
4. Tenderer's Year of Registration:
5. Tenderer's Legal Address in Country of Registration:
6. Tenderer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <i>(check the box(es) of the attached original documents)</i> . Articles of Incorporation or Registration of tenderer named in 1, above, in accordance with ITT 3.1 and ITT 3.4. <ul style="list-style-type: none"><li>○ In case of JV, Form of intent to form JV including a draft agreement, or JV agreement, in accordance with ITT 3.1 a current clearance certificate or tax exemption certificate in case of Kenyan Tenderer issued by the Kenya Revenue Authority in accordance with ITT 3.14,</li><li>○ In case of state-owned enterprise or institution, in accordance with ITT 3.6 documents establishing legal and financial autonomy, operation under commercial law, and establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity.</li></ul>
8. Included are the organizational chart, a list of Board of Directors and the beneficial ownership