



THE UNIVERSITY OF NAIROBI

UON/T/12/2020-2021

**TENDER FOR PROVISION OF LEGAL SERVICES TO THE UNIVERSITY OF
NAIROBI (FRAMEWORK AGREEMENT)**

TENDER NO. UON/T/12/2020 -2021

DATE OF NOTICE: TUESDAY NOVEMBER 10, 2020

CLOSING DATE: FRIDAY NOVEMBER 20, 2020

All correspondence to:

PROCUREMENT MANAGER, UNIVERSITY OF NAIROBI

P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,

TEL: (020) – 4910000/0204913082

E-MAIL: manager-procurement@uonbi.ac.ke

Public Procurement and Disposal Act 2015

Public procurement and asset Disposal Regulations 2020

TABLE OF CONTENTS

SECTION I. Letter of Invitation for Framework Agreement3

SECTION II. Information to Tenderers.....5

SECTION III. Forms.....14

SECTION 1 - INSTRUCTIONS TO TENDERERS

TENDER NO. UON/T/12/2020 -2021

TENDER REF. NO: LAW FIRMS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF NAIROBI.

The University of

Nairobi invites applications for Provision of Law Firms who are members of the Law Society of Kenya with current and valid practicing certificates and licenses for Provision of Legal Services under a three year framework agreement.

1. Interested law firm(s) or organization(s) may obtain the information tender documents from **the Procurement Manager's office, University of Nairobi Room 104, Administration Block 1st floor, Main campus** during normal working hours
2. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Khs. 1000.00** at ABSA Bank A/C **03-094-8245531 Queensway** House Branch and obtain an official receipt from **Income Section Room G4.**
3. Following directives from Government on Corona Virus (COVID -19), bidders should adhere to the following;
 - i) Leave their emails and telephone numbers for communication in case of any changes.
4. Your documents will be subject to verification by relevant Statutory Authorities.
5. Tendering will be conducted in accordance with the *Public Procurement and Asset Disposal Act, 2015* and the Public Procurement and Asset Disposal Regulations, 2020 , and is open to all Tenderers with technical and financial capability.
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number , name and be deposited in the Tender Box at the Main Campus, Reception Area, Administration Block or be addressed to: Procurement Manager, University of Nairobi P.O Box 30197-00100, Nairobi, Kenya so as to be received on or before Friday **NOVEMBER 20, 2020 AT 10.30AM**
7. All bidders will be required to e-mail their name, e-mail address, physical address and telephone contacts to Procurement Manager, University of Nairobi, P.O Box 30197-00100, Nairobi, Kenya e-mail: manager-procurement@uonbi.ac.ke
8. Tenders will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend the opening at the University of Nairobi Main Campus.

9. Late bids will be rejected and returned unopened. The University of Nairobi reserves the right to accept or reject a tender in whole or in part. Canvassing will lead to automatic disqualification.
10. All Candidates whose applications will have been received before the closing date and time will be advised of the results of their applications.
11. The bidders are also encouraged to demonstrate a high degree of integrity, fidelity, and honesty in the information supplied to University of Nairobi as part of their bids. The information should be as clear and concise as possible. University of Nairobi advises bidders that any deviations from the contents of this paragraph may lead to automatic disqualification of such bidder.
12. The tender documents shall remain valid for a period of One Hundred and Twenty (120) days from the date of tender opening.
13. The University reserves the right to:
 - (a) Follow up and/or clarify any references or information submitted by the bidder;
 - (b) Visit the bidder's business premises to confirm the capability to deliver the said services;
 - (c) Disqualify any bidder if it finds at any time that the information submitted by the bidder is materially inaccurate or incomplete;
 - (d) Reject or accept any application; and
 - (e) Cancel the tendering process at any stage.
14. The bid bond will be returned to all bidders once contracts are signed.

MARY KARIUKI

Ag. PROCUREMENT MANAGER

SECTION II

INFORMATION TO TENDERERS

1. Definitions

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

- a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;
- b) **“Date of Tender Document”** shall begin with the first day and end on the last day of the month appearing on the cover page of the Prequalification document.
- c) **“Day”** means calendar day and “month” means calendar month.
- 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 the University of Nairobi, and includes collusive practice among Candidates (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive University of Nairobi of the benefits of free and open competition.
- e) **“Eligible Law Firms or an organization” means** all law firms or organizations that are duly registered in Kenya and recognized by LSK are eligible to participate.
- f) **“The Candidate”** means the person(s) or organization(s) submitting its application for the pre- qualification for the supply of legal services and ancillary services in response to the Invitation for Pre- qualification.
- g) The expression **“law firm or organization”** shall include **“lawyers”** and vice-versa
- h) **“The law firm or organization”** means the law firm or organization submitting its Tender for the provision of Legal Services in response to the Invitation to Tender. Where there are two or more persons included in the expression the “law firm or organization”, any act, default, or omission by the law firm or organization shall be deemed to be an act, default, or omission by any one or more of such lawyers or organizations.
- i) **“The Procuring Entity”** means the University of Nairobi.
- j) **“The Services”** refers to the myriad of legal and associated consultancy services;
- k) Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.
- l) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
- m) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- n) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the **“candidate”** the covenants, agreements and obligations expressed to be made or performed by the Candidate shall be deemed to be made or performed by such persons jointly and severally.
- o) Successful law firms or organization shall provide the Services in accordance with this tender and the ensuing Service Level Agreement (SLA) as may be entered between the law firm or organization and the University of Nairobi.

2. Instructions to Firms or Organizations

- a) University of Nairobi will enlist prospective Tenderers for the provision of Legal Services from among those who will have submitted their tender documents in accordance with their requirements to undertake the assignments described herein for three (3) years.
- b) University of Nairobi will select firms or organizations among those that submit documents in accordance with the method of selection as stated.
- c) The firms/organizations are invited to submit documents required for the assignment applied for. In the selection procedure, the firm or organization that is responsive to the requirements shall be considered successful.
- d) Firms or organizations will be instructed as and when need arises during a period of three (3) years.
- e) The University will enter into an agreement with prospective bidders for provision of legal services from among those who submit their applications, in accordance with the requirements, to undertake the assignments described herein for a maximum period of one year subject to further renewal for (2) years.
- f) The tender document and the bidders' applications shall be the basis for selection. Bidders must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing their response. Material deficiencies in providing the information requested may result in rejection of applications.
- g) Clarifications on this tender document may be addressed to manager-procurement@uonbi.ac.ke .
- f) Tender documents should be submitted in the English language.
- g) The University will select prospective bidders for provision of legal services from among those who submit their applications, in accordance with the requirements, to undertake the assignments described herein for a maximum period of one year subject to further renewal for (2) years.
- h) The tender document and the bidders' applications shall be the basis for selection. Bidders must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing their response. Material deficiencies in providing the information requested may result in rejection of applications.

- i) Any request for clarification must be sent in writing by mail or electronic mail to the Procurement Manager address. The University will respond in writing by normal mail, facsimile or electronic mail to such requests and will send copies of the response to all bidders who intend to submit.
- h) Bidders shall bear all costs associated with the preparation and submission of their applications.
- i) Bidders are required to meet the evaluation criteria stipulated in Section 3. Those who do not meet the requirements need not submit applications. Only applications which fulfill these requirements shall be considered for detailed evaluation.
- j) The tender documents shall not include any financial proposal information other than audited accounts for the last three (3) years (2017,2018,2019)
- k) Applicants shall be informed in writing of the results of the application, and the University may assign reasons for its decision.

3) CHECKLIST

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

No.	Item	Tick Where Provided
1	Firm's or organization's History/profile	
2	Professional Indemnity Cover	
3	Duly completed Declaration Form	
4	Duly completed Form of Tender	
5	Copy of law firm's or organization's Registration/Incorporation Certificate	
6	Copy of law firm's or organization's PIN Certificate	
7	Copy of the law firm's or organization's Valid Tax Compliance or Clearance Certificate	
8	Duly completed Confidential Business Questionnaire (CBQ)REPEAT	
9	List with full contacts as well as physical addresses of seven (7) corporate clients. Reference letters on client letterheads from seven (7) major clients that the bidders are currently representing, and details of contact persons or copies of LPO/LSO or letter of instruction.	
No.	Item	Tick Where Provided
10	Professional qualifications and curricula vitae of lawyers/advocates and support staff.	
11	Practicing and good standing certificates issued by the Law Society of Kenya of all advocates in the prospective firm	
12	Proof of evidence of physical address 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)	
13	Letter of Application	
14	Number of sets of and tender format	
15	Submission Form	
16	Self-Declaration Forms (r 62) SD 1 & 2(where necessary)	
17	Bank Details Form	
18	Office of the Attorney-General & Department of Justice–Business Registration Services confirmation of law firm or organization records	
19	Office of the Attorney-General & Department of Justice–Compliance to Section 93A of the Companies Act, 2015 on the lodging of a register of the beneficial owners of the company with the Registrar of Companies.	
20	Office of the Attorney-General & Department of Justice -Advocates Complaints Commission Clearance Certificates of all Advocates in the firm or organization	
21	Any other document or item required by the Tender Document (The Law firm or organization shall specify such other documents or items it has submitted)	

4) EXPERTISE

1) Eligible Law Firms or organizations

All law firm(s) or organization(s) that are duly registered in Kenya and recognized by Law Society of Kenya (LSK) are eligible to participate. Successful law firm(s) or organizations shall provide the Services in accordance with this tender and the ensuing Service Level Agreement (SLA) as may be entered between the law firm or organization and University of Nairobi. The Law firms or organizations must be ranked highly by their peers as well as have proven experience in diverse and wide fields of law including but not limited to: -

- (a) Functions and objectives of Universities sector;
- (b) Constitutional and Administrative Law;
- (c) Elections Law;
- (d) Company and Commercial & Tax law;
- (e) Civil & Criminal Law;
- (f) Employment ,Labour and industrial action laws;
- (g) Public Procurement and Asset Disposal Laws and regulations;
- (h) Arbitration and Alternative Dispute Resolution Law and Practice;
- (i) Intellectual Property Law;
- (j) International Law;
- (k) Information and Telecommunication Law;
- (l) Construction and Engineering law;
- (m)Conveyancing and/ Property Law;

- (n) Debt Recoveries;
- (o) Health and Safety laws/Medical laws;
- (p) Public-Private Partnership laws;
- (q) Environmental Law ;
- (r) Insurance;
- (s) Provision of expert advice and opinions on specific cases, transactions, events including projects, carrying out searches locally and abroad in land and company registries and liaising with other relevant bodies and authorities.

The law firm(s) or organization(s) should attach their firm or organization profiles stating their specialties, type of matters/cases handled in the last three (3) years and their success rate in litigation or commercial transactions.

5) Professional Qualifications

- i) Law firms or organizations must provide proof of registration and good standing with the Law Society of Kenya.
- ii) All partners should have considerable number of years post admission experience and all the Advocates in the firm or organization must be active members holding current practicing and good standing certificates from the Law Society of Kenya. While it is important for the lead partners to be experienced, the qualification of the other associates who will be performing the majority of the legal services will also be evaluated.

6) Firm's or organization's History

The following information should be included:-

- (a) Period for which the law firm or organization 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 other employees in the firm or organization and their designation.
- (e) Whether the firm/ organization or its partners and associates are members of local and International professional bodies.
- (f) Types of cases handled by the firm/organization, success rate and copies of rulings/ judgments obtained in the various areas of legal specialization.

7) Payment of Fees ,Costs and expenses

- (i) Payment of Fees Costs and expenses shall be as prescribed in the Advocates (Remuneration) (Amendment) Order, 2014. The selection will consider law firm's or organization's that offer the right balance of value for money as measured by the quality of legal services offered. Law firm(s) or organization(s) will be required to identify ways in which legal costs for any significant or complex cases can be mitigated.

- (ii) University of Nairobi expects that legal fees and charges payable shall generally be in accordance with the Order as applicable to the case or matter being handled.
- (iii) The mode of billing shall be considered on a case by case basis and subject to agreement between University of Nairobi and the firm or organization. Should there be a difference on this, then and University of Nairobi the law firm or organization may by agreement refer the issue to Taxation with each party bearing their own costs for the Taxation.

8) Monitoring and Evaluation

- (a) The law firm(s) or organization(s) must agree to be monitored and evaluated through regular client satisfaction surveys in order to ensure that they maintain high standards of service and give regular status reports of the cases to the Accounting Officer.
- (b) Bidders who enter into the agreement shall be retained on the University's panel of advocates for a period of three (3) years subject to renewal or as may be extended and shall be required to work closely with the University's in-house advocates and to give regular reports on the briefs they handle.

9) Evaluation Requirements

Requirements for evaluation:

- (i) Duly completed submission form.
- (ii) Duly completed confidential business questionnaire.
- (iii) A copy of Certificate of Registration of Practice.
- (iv) Sworn Anti-corruption Affidavit
- (v) Copies of admission certificates, current practicing and good standing certificates.
- (vi) Reference letters on client letterheads from seven (7) major clients that the bidders are currently representing, and details of contact persons or copies of LPO/LSO or letter of instruction.
- (vii) Copy of Valid Tax Compliance Certificate and Copies of previous tax compliance certificates for the last three (3) years.
- (viii) Recent Audited accounts (2017, 2018, 2019) or certified copies of the firm's bank statements.
- (ix) Evidence of valid professional indemnity insurance cover taken out with a reputable insurance firm or organization.

(x) Bidders should disclose if they were engaged in the past or have ongoing litigation with third parties against the University and the nature of the litigation in order to avoid conflict of interest situation. Failure to disclose such conflict of interest information shall lead to automatic disqualification.

(xi) Attach Curriculum Vitae in the format given below, showing evidence of professional qualifications and experience of key personnel proposed for administration and execution of legal briefs.

10) Evaluation

All the bids admitted at the mandatory evaluation stage shall be subjected to a technical evaluation based on the requirements listed below and graduated scores for partial compliance. The technical evaluation is out of 100 with a pass mark of 70%.

Evaluation Criteria

	Evaluation Attributes	Evaluation Parameters	YES	NO
1	Mandatory Requirements	Full Submission		
A	Submission Form	Full Submission		
B	A copy of Certificate of Registration/Incorporation of firm or organization.	Full Submission		
C	Evidence of physical address and premises (attach copies of utility bills e.g. electricity/water or lease agreement/Title).	Full Submission		
D	Duly Completed Confidential Business Questionnaire	Full Submission		
E	A copy of a Valid Tax Compliance Certificate.	Full Submission		
F	1) Copies of LSK Good Standing Certificates of all the Advocates in the law firm or organization 2) Office of the Attorney - General & Department of Justice–Business Registration Services confirmation of law firm or organization records 3) Office of the Attorney - General & Department of Justice - Advocates Complaints Commission Clearance Certificates of all Advocates in the firm or organization 4) Standing of Associates 5) Membership of international consortiums of lawyers, IBA, ECJ, EALS, Speaker or panelist of any national or international forum	Full Submission		

	6) (Admitted lawyers shall mean qualified lawyers who have been admitted to the Bar and hold a valid practicing certificate. It includes all Partner(s) in the law firm or organization)			
G	Current Practicing and Good Standing Certificates for all the Advocates in the law firm or organization.	Full Submission		
H	Sworn Anti-corruption /Bribery Affidavit.	Full Submission		
I	Provide a list of seven (7) reputable clients for whom similar services are offered. Reference letters on client letterheads from seven (7) major clients that the bidders are currently representing and details of contact persons or copies of LPO/LSO or letter of instruction.	Full Submission		
J	Recent Audited accounts or Bank Statements	Full Submission		
	TECHNICAL REQUIREMENTS		Maximum Score %	Cut Off Score %
1	Value of professional indemnity (attach evidence) cover at least: Kes. 10 Million and above (10 marks), Kes. 5-10 Million (5 marks)	Mandatory	10	5
2	Capacity of the Firm or organization a) 2 Partners and above (15 marks) b) 1 Partner (8 marks) c) Number of Associates d) Number of Pupils e) Number of support staff: (Attach Curriculum Vitae of all partners, associates, paralegals, pupils and support staff detailing their scope of expertise together with evidence in support) e.g. functions and objectives of Universities sector, Constitutional and Administrative Law, Elections Law, Company and Commercial & Tax law, Civil & Criminal Law, Employment & Labour law, Public Procurement and Disposal Law, Arbitration and Alternative Dispute Resolution Law and Practice, Intellectual Property Law, International Law, Information and Telecommunication Law, Construction and Engineering law, Conveyancing and/ Land Law, Debt Recoveries, Health and Safety laws, Public-Private Partnership, Environmental Law	Mandatory	15	8

	<p>and Insurance, provision of expert advice and opinions on specific cases, transactions, events including projects, carrying out searches locally and abroad in land and company registries and liaising with other relevant bodies and authorities.</p> <p>(A law firm or organization 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).</p>			
3	<p>Major Litigation, Arbitration and Alternative Dispute Resolution Briefs successfully handled and their outcome. (either in monetary value or subject matter) (a) Court of Appeal Matters (b) High Court Matters (c) Tribunal Matters (d) Other Courts (e) Regional Courts e.g. COMESA and East African Court of Justice</p>	<p>Over Kes.20 million or complex cases (15 Marks)</p> <p>Kes.10-20 Million or routine legal matters (10 marks)</p> <p>Kes.5-10 Million(5 marks)</p>	15	10
4	Recent Audited financial statements or certified bank statements indicating a turnover of at least Kshs. 5 million – 10marks		10	10
5	<p>Facilities: Demonstration of: a) Possession of a modern legal library and a digital library- 4 marks b) Number of dedicated research personnel. (preferred persons at least 3 and above) – 4 marks Demonstration of deployment of ICTs for improved service provision – 2 marks</p>		10	10
6	<p>Provide a list of 7 reputable clients for whom similar services are offered. Major clients that the bidders are currently representing and details of contact persons and copies of contract or LPO/LSO or letter of instruction for proof of assignment. 7 reputable clients – 10 marks 3 to 6 clients - 6 marks 0 to 3 clients – 3mark</p>		10	10
	Total marks		70	56

PASS MARK IS 70 %(SEVENTY PER CENT).

NOTE

- (i) The mandatory requirement must be met in order to qualify for the technical evaluation.
- (ii) Law firm(s) or organization(s) shall provide such evidence of their continued eligibility satisfactory to University of Nairobi or as may reasonably request.
- (iii) In appointment of law firm(s) or organization(s), University of Nairobi shall strive to appoint at least 30% of the firm(s) or organization(s) in its panel from among the youth, women, persons with disabilities, and minority and marginalized groups who possess a certificate of preference and fulfill the requirements. This Invitation to bid is open to all Candidates eligible as described in the Instructions to Candidates.
- (iv) University of Nairobi Council, staff members, board of trustees and their relatives (spouse(s) and children) are not eligible to participate in the tender.
- (v) Firm(s) and organization(s) shall provide the qualification information statement that the Candidate (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm/organization or any of its affiliates which may be or have been engaged by University of Nairobi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under the ensuing tender.
- (vi) Law firm(s) or organization(s) with a record of unsatisfactory or default in performance obligations in any contract or service delivery shall not be considered for evaluation or award including those firms (s) and/or organization(s) that have been involved in suits against the University of Nairobi.
- (vii) Law firm(s) or organization(s) will be expected to give periodic Reports and Review of legal matters that they are handling and timely submission within specified Schedules.
- (viii) University of Nairobi shall assume no responsibility whatsoever for the law firm's failure to comply with or observe the entire contents of the Tender documents.

11. Law Firm's or organization's Competence and Qualifications

- (i) The law firm or organization shall furnish, as part of its Tender, documents establishing the law firm's or organization's eligibility, competence to tender and its qualifications to perform well in any ensuing assignment if its Tender is accepted.
- (ii) The documentary evidence of the law firm's or organization's qualifications to be appointed and perform well if its Tender is accepted shall be established to University of Nairobi satisfaction.

12. Amendment of Documents

- (a) At any time prior to the deadline for submission of Tenders, University of Nairobi, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Candidate, may modify the tender documents by amendment.
- (b) All prospective Candidates that have received the 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.
- (c) In order to allow prospective Candidates reasonable time in which to consider the amendment in preparing their Tenders, University of Nairobi, at its discretion, may extend the deadline for the submission of Tenders.

15. Letter of Application

The law firm(s) or organization(s) shall complete the Letter of Application and all other documents furnished in the tender document attaching all documents required noting to include originals where necessary. The law firm(s) or organization(s) should also indicate the items they can tender for and their country of origin if selected, amongst other information required.

16. Validity of Tenders

Tenders shall remain valid for a period one hundred and twenty (120) days after the date of tender opening or as otherwise may be prescribed. A Tender that is valid for a shorter period shall be rejected/ non-responsive. In exceptional circumstances, University of Nairobi may extend the Tender validity period. The extension shall be made in writing. A Candidate shall not be required nor permitted to modify its tender during the extended period.

17. Number of Sets of and Tender Format

The Candidate 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.

Where there is any discrepancy between the Original and the Copy of the Candidate's documents, the Original shall govern.

The Tender shall be bound and divided clearly 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.

The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.

Any Tender not prepared and signed in accordance with this paragraph, may be rejected by UoN as non-responsive.

SECTION III FORMS

18. Format of Curriculum Vitae (CV) for Professional Staff:

Position: _____

Name of Firm or organization: _____

Name of Staff: _____

Profession: _____

Years with Firm or organization: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

I, the undersigned, certify that this data correctly describes me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member]

_____ **Date:** _____
[Signature of authorized representative of the firm/ organization]

Full name of staff member: _____

Full name of authorized representative: _____

17. Submission Form:

Date: _____

Tender No. _____

Dear Sir,

- 1) Having read, examined and understood the pre-qualification documents, the receipt of which is hereby duly acknowledged, we the undersigned offer to provide the required services in accordance with your request and we hereby submit our pre-qualification application.
- 2) Our Pre-qualification is binding to us and if it is found acceptable we shall be pleased to be included in your panel to law firms.
- 3) We understand that you are not bound to accept any application you may receive.
- 4) We declare that the statements made and the information provided in our prequalification tender document are complete, true, and correct in every detail.

Dated thisday of2020

.....
(Signature) (Designation)

Duly authorized to sign tender for an on behalf of

18. Declaration Form

Ladies and Gentlemen

The Tenderer i.e. (full name and complete physical and postal address)

Declare the following: -

- 1) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- 2) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- 3) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and are not the subject of legal proceedings relating to the foregoing.
- 4) That I/ We are not associated with any other Tenderer participating in this Tender.
- 5) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours Sincerely

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

19. Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b), or 2(c) which ever applies to your type of business/firm/organization.

You are advised that it is a serious offence to give false information on this Form.

General Part:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No. Fax Email

Nature of business

Registration Certificate No:

Maximum value of business which you can handle at any one time Kshs:.....

Name of your Bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of Origin

Citizenship details.....

Part 2(b) – Partnership

Give details of partners as follows

Name Nationality Citizenship Details Shares

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

5.

Part 2(c) – Registered Company

Private or public

State the nominal and issued capital of the company

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name Nationality Citizenship Details Shares

1.

2.

3.

4.

5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Notes on the Questionnaire

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

20. SELF-DECLARATION FORMS (R62)

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) FORM SD1
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 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.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

21. FORMS D2

Self-Declaration Forms (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) 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:-

- (a) **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.
- (b) **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.
- (c) **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).
- (d) **THAT** the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender.
- (e) **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

21. BANK DETAILS FORM

PROVIDE THE FOLLOWING BANK DETAILS FOR ELECTRONIC TRANSFER PURPOSES:

Name of the Bidder:.....

Bank Name :.....

Bank Branch ;.....

Bank Branch Code;.....

Bank Code :.....

Bank Account :.....

PIN Number :.....

VAT Number :.....

Bank Signatory(s) :.....

Signed/ Date.....

22. ETHICS AND INTEGRITY PACT

TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES TO UNIVERSITY OF NAIROBI

Bidder's undertaking on Ethics and Integrity

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present proposal for:....., I.....

- 1 I understand that University of Nairobi is a law-abiding institution and I undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid rigging, collusive bidding, canvassing.
- 2 I shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of the University of Nairobi or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
- 3 I undertake to report to University of Nairobi , Ombudsman and the Ethics & Anti-Corruption Commission any acts of corruption and unethical practice by any official of University of Nairobi , any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
- 4 In bidding for the goods or services herein and in the course of any contract that may arise therefrom, I shall not make any statement which is untrue based on our knowledge, information and belief. I shall fully and truthfully declare my ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provisions of services which we do not have the capacity to provide whether at all or under the terms required by University of Nairobi .
- 5 I declare that I have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I am not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any

such or other incapacity that would make my bid or my ability to provide the goods and/or services herein legally or operationally untenable.

- 6 I declare that there is no conflict of interest situation existing between myself on the one hand and University of Nairobi on the other with regard to the supply of the goods and/or provision of the services herein that would make our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I shall fully and truthfully declare such conflict to UoN.

- 7 I understand that the violation of this pact may lead to the disqualification of my bid, to the termination of any contract or obligation between myself and University of Nairobi and my prosecution.

Name:..... Signature: -----

Stamp.....

Date:

THIS AGREEMENT is made the.....day of.....2019

BETWEEN

(A) **UNIVERSITY OF NAIROBI** (hereinafter referred to as “the University”) a body corporate established under the Universities Act No.42 of 2012 Laws of Kenya, whose offices are located along University Way/HarryThuku Road in Nairobi Central Business District, and of Post Office Box Number 30197-00100, Nairobi, of the one part;

And

(B) **& CO ADVOCATES** (hereinafter called “The Law firm”) of P.O. Box _____-00100, Nairobi, a Law Firm registered under the Registration of Business Names Act, Cap 499 of the Laws of Kenya, whose principal office is at _____ of the other part.

WHEREAS

- a) The Law Firm offers a range of legal services, including general litigation assignments and commercial services.
- b) The University has in the course of executing its core mandate and functions may sue or be sued by students, staff, stakeholders and the general public seeking redress on account of rights and obligations provided in law or contractual obligations.
- c) The Law Firm, having represented to the University that it has the required professional skills, personnel and technical resources, has agreed to provide services on the terms and conditions set forth in this Contract;
- d) The mutual rights and obligations of the University and the Law Firm shall be as set forth in :
 - i. Instruction letter per case/ assignments at the discretion of the University,
 - ii. The Public Procurement and Assets Disposal Act 2015,
 - iii. The Advocates Act Chapter 16 Laws of Kenya,

- iv. The Law Society of Kenya has set standards of professional practice and ethical conduct for the practice of law in Kenya,
- v. The Advocates (Remuneration)(Amendment) Order, 2014,
- vi. The Law Firm shall carry out the services in accordance with the provisions of this Contract; and
- vii. The University shall make legal fees and charges to the Law Firm per assignment in accordance with the provisions of the Advocates (Remuneration) (Amendment) Order, 2014.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. Definitions and Interpretations

Unless the context otherwise requires, the following terms whenever used in this contract shall have the following meanings;

- a. "Personnel" means persons hired by the Law Firm as employees and assigned to the performance of the services.
- b. "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time.
- c. "The Contract" refers to the agreement entered into between the University and the Law firm including all attachments and appendices thereto and all documents incorporated by reference therein (if any).
- d. "The Services" refers to the Legal Services and assignments, which the Law firm is required to offer to the University under the contract in line with the Terms of Reference per instructions and pleadings.

2. Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

3. Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or **email** to such other Party.

5. Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the University or the Law Firm may be taken or executed by the officials specified hereunder;

For the University: The Vice-Chancellor,
University Of Nairobi,
P. O. Box 30197-00100,
NAIROBI
Email: vc@uonbi.ac.ke

For the Law Firm:& Co Advocates, Lawyers & Commissioners
For Oaths and Notaries Public.....
P.O. Box-00100 Nairobi, Kenya
Tel: or 07.....
E-mail:.....

6. Effectiveness of the contract and Commencement of services

This Contract comes into effect on the firm being pre-qualified and the Law Firm shall begin carrying out the services immediately upon being instructed at the discretion of the University or at such other date as may be agreed upon by the Parties.

7. Expiration of contract

Unless terminated earlier as per the termination clause herein, this Contract shall terminate when the instructions herein are fully satisfied in accordance with the Terms of Reference per assignment.

8. Modification

Modification of the terms and conditions of this contract, including any modification of the Terms of Reference, may only be made by written agreement between the Parties.

9. Obligations of the Law Firm

The Law Firm shall perform the services and carry out its obligations with all due diligence, care, skill, efficiency, integrity and economy in accordance with generally accepted professional techniques and practices and shall observe sound practices. The Law Firm shall always act, in respect of any matter relating to this Contract or to the services, as a faithful adviser to the University and shall at all times support and safeguard the University legitimate interests in any dealings with regard to this contract. The Law Firm shall further adhere to the following:

a. **Terms of Reference:**

The firm is expected to act per instruction on behalf of the University with regard to protecting the University interest in the matter to its logical conclusion.

b. **Confidentiality:**

The Law Firm shall not, either during the term of this Contract or within twenty (20) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the services, this Contract or the University business or operations without the prior written consent of the University.

c. **Use of Documents and Information:**

The Law Firm shall not, without the University prior written consent, make use of any document or information availed to it other than towards fulfillment of its obligations under this contract.

d. **Actions requiring approval:**

The Law Firm shall obtain the University prior approval in writing before entering into a subcontract for the performance of any part of the services or assignments.

e. The Law Firm shall, upon signing the Contract, undertake the services and submit regular updates to the University for onward submission to the Office of the Attorney General and Department of Justice.

f. The Law Firm shall promptly provide accurate quarterly status reports together with copies of pleadings filed and exchanged between the litigants in a case.

10. Obligations of the University

a. **Assistance:**

The University shall use its best efforts to ensure that it provides the Law Firm such assistance as may be necessary for due performance of this Contract.

b. **Change in the applicable law:**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes which increases or decreases the cost of the services rendered by the Law Firm, the remuneration otherwise payable to the Law Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made as the case may be.

c. **Availability:**

The University shall ensure the availability of its staff involved in the instruction and assignment for consultations with the Law Firm.

11. Legal Fees Payable to the Law Firm.

Legal fees and charges payable in regard to the services shall be strictly in accordance with The Advocates (Remuneration) (Amendment) Order 2014 or any such act or legal notice that may amend or replace the same.

12. Force Majeure

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has (a) taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, (b) informed the other Party as soon as possible about the occurrence of such an event.

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13. Termination by the University

The University may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Law Firm, to be given after the occurrence of any of the events specified in this Clause: -

- a) If the Law firm fails to render any or all of the services within the agreed time frame or within any extension thereof granted by the University OR in the absence of stated timelines, as would be a reasonable period for provision of such nature of legal services.
- b) if the Law Firm does not remedy a failure in the performance of its obligations under the Contract within ten (10) days after being notified; or any other period as demanded by the University.
- c) if any of the Law Firm partners becomes bankrupt.
- d) if the University in its sole discretion decides to terminate this contract.

- e) if, as a result of Force Majeure, the Law Firm is unable to perform a material portion of the services for a period of not less than twenty (20) days

In the event that the University terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, the services of another firm to complete this assignment and in such event, the Law firm shall refund any funds paid out for the uncompleted portion and any additional costs incurred for the said procurement of such similar services.

14. Termination by the Law Firm

The Law Firm may terminate this Contract by not less than six (6) months written notice to the University, such notice to be given after the occurrence of any of the following events;

- a) if the University fails to pay any monies due to the Law Firm pursuant to this Contract and not subject to dispute within one (1) year after receiving written notice from the Law Firm that such payment is due;
- b) if, as a result of Force Majeure, the Law Firm is unable to perform a material portion of the services for a period of not less than twenty (20) days.
- c) In the event of conflict of interest and malpractices.

15. Indemnification of the University

If the Law Firm fails to render any or all the services within the period(s) specified in the Contract or negligently performs the said services to the detriment of the University, then the University shall, without prejudice to its other remedies under the contract, be indemnified fully to the extent of the value of the damages that the University may be required to pay as a result of the default of the Law Firm.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the University

Signature _____

Position: **THE VICE-CHANCELLOR**

Witnessed By:

Signature:

Name:

Position: **MANAGING PARTNER**

Witnessed By:

Signature.....

Name:

Position: