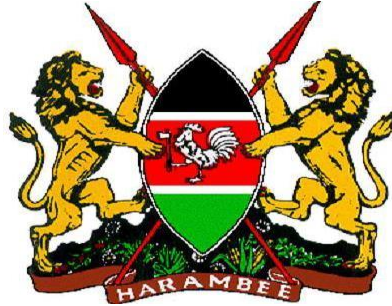


**COUNTY GOVERNMENT OF KIAMBU**



**PRE-QUALIFICATION FOR PROVISION OF LEGAL  
SERVICES  
NO: KCG/PREQ/018/2017-2019.**

**CLOSING DATE 19<sup>TH</sup> FEBRUARY 2018 AT 10.00AM.**

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## **PRE-QUALIFICATION NOTICE**

The County Government of Kiambu invites sealed applications from eligible firms for purposes of pre-qualification of legal consultants for the financial years 2017-19.

<b>CATEGORY REFERENCE</b>	<b>CATEGORY DESCRIPTION</b>
<b>KCG/PREQ/018/2017-2019.</b>	<b>Provision of Legal Services</b>

Interested firms may download and obtain a complete set of the pre-qualification documents from our website: [www.kiambu.go.ke](http://www.kiambu.go.ke) . This will be at no cost.

Pre-Qualification documents shall be deposited in the Tender Box located in the Town Hall Thika Sub County on the Ground floor opposite office 15 B on or before **19<sup>th</sup> February 2018 at 10.00am** .They should be place in plain sealed envelopes clearly bearing the tender number as indicated above.

The County Government of Kiambu reserves the right to accept or reject the applications and is not obliged to assign reasons for its decision thereof.

**Any canvassing or giving of false information will lead to automatic disqualification.**

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**SECTION I- LETTER OF INVITATION**

To \_\_\_\_\_ Date \_\_\_\_\_ February, 2018

Dear Sir/Madam,

- 1.1 The **KIAMBU COUNTY GOVERNMENT** of P. O. Box Number **2344 - 00900, Kiambu** ([www.kiambu.go.ke](http://www.kiambu.go.ke)) invites proposals for provision of legal services.
- 1.2 More details of the services are provided in the terms of reference herein.
- 1.3 The request for Provision of Legal Services includes the following documents;
- Section I - Letter of invitation
  - Section II - Information to Consultants
  - Section III - Terms of reference
  - Section IV - Technical proposal
  - Section V - Standard Forms
- 1.4 On receipt of this tender please inform us
- (a) that you have received the letter of invitation; and
  - (b) Whether or not you will submit a letter of acceptance for the assignment.
- 1.5 In the letter, provide the following information:
- (a) Contact telephone number (office and mobile); and
  - (b) Contact email address.

Yours sincerely,  
The County Secretary,

**Kiambu County Government.**

## **SECTION II –INFORMATION TO CONSULTANTS (ITC)**

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- 2.1 Introduction
- 2.2 Clarification and amendment of RFP document
- 2.3 Preparation of Technical Proposal
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- 2.7 Evaluation of Technical proposal
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- 2.10 Award of Contract
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- 2.12 Corrupt or fraudulent practices

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2. Introduction**

- 2.1 The County Government of Kiambu will pre-qualify and enlist prospective bidders for the provision of Legal services from among those who will have submitted their pre-qualification documents in accordance with the pre-qualification requirements to undertake the assignments described herein for two (2) years.
- 2.5 The pre-qualification Tender documents and the Tenderers response thereof shall be the basis for pre-qualification. Tenders must familiarize themselves with the requirements described in these documents including all attachments and take them into account while preparing the response.
- 2.6 The County Government of Kiambu does not bind itself for provision of any service but shall endeavor to ensure tenders for provision of services and consultancies will be treated equitably.
- 2.7 The applicants will be informed in writing of the results of the application without assignment any reasons for the County Governments decision thereof unless legally demanded.
- 2.8 The consultants are invited to submit a Technical Proposal only. Please note that technical Proposal only may be submitted in assignments where the applicant intends to apply standard conditions of engagement and scales of fees for professional services which are regulated. In such a case the successful firm on the basis of evaluation of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.9 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the County Government Legal office regarding any information that they may require before submitting a proposal.

### **3 Preparation of Technical Proposal**

#### **3.1 General information**

- 3.1.1 The Consultants proposal shall be written in English language.

3.1.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this Request for Proposals in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.1.3 It is the County Government of Kiambu's policy to require that Tenderers observe the highest standard of ethics during selection and execution of such contracts. In pursuance of this policy, the County Government of Kiambu:

(a) Defines, for the purpose of this provision, the terms set forth Below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an officer of the Purchaser/Employer in the pre-qualification process; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the pre-qualification process to the detriment of the Purchaser/Employer, and includes collusive practices among Tenderers (prior to or after submission of Tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) Will reject a Tender for pre-qualification if it determines that a Tenderer has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) Will declare a Tender ineligible, for pre-qualification if at any time it determines that Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a similar contract; and
- (d) Will have the right to examine financial records relating to the performance of such services to determine capability.
- (e) Will have the right to inspect the business premises of the tenderer.

3.1.4 Tenderers shall furnish information as described in the pre-qualification Tender document.

3.1.5 Tenderers shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

3.1.6 The Technical Proposal shall not include any financial information.

### **3.2 Professional Qualifications.**

3.2.1 The Advocates must be members of the Law Society of Kenya in possession of a current practicing certificate.

3.2.2 The Advocates shall have no previous or pending disciplinary cases. In this regard, due diligence shall be carried out to ensure that none of the advocates on the applicant's list has pending or previous disciplinary cases or has been disbarred.

### **3.4. Expertise**

3.4.1 The Law firms must have proven experience in their areas of expertise. Whilst it is important for the partners to have high qualifications, the qualifications of other members of the firm who will be performing the majority of the legal services should also be of a high standard. This includes associates, pupils and paralegals.

### **3.5 Terms of reference.**

#### **Scope of legal services.**

3.5.1 The legal services being procured include but not limited to: Constitutional matters, matters relating to devolution, Procurement and disposal Law, Land Law, International Tax and Trade Law, Public Private Partnerships, Labour Law, Company law, Commercial law, Land law, Civil litigation, Tax law, Corporate law, Arbitration and Alternative Dispute Law and Practice, Mergers and Acquisitions, interpretation of statutes and international instruments, contracts and legislative drafting, Environment laws.



3.5.2 The law firms should attach their firm profiles stating the type of cases handled and their success rate in litigation. The firms should also provide a list of at least two (2) Governments departments where the law firm has handled its matters to conclusion.

3.5.3 The profile should indicate relevant experience in handling Supreme Court matters (where applicable), High Court including the Labour Relations and Employment Court, Court of Appeal and Subordinate Court cases and Tribunals.

### **3.6 Firm's History**

3.6.1 The following information should be included:

- (a) Period for which the law firm has been in operation.
- (b) Number of partner's and their standing in the bar.
- (c) Number of Associates and their standing in the bar.
- (d) Number of paralegal staff.
- (e) Number of support staff.
- (f) Whether the firm is a member of an international consortium of lawyers or members of international legal bodies e.g. the International Bar Association, East African Law Society, International Commission of Jurists (ICJ) Commonwealth Bar Association etc. Whether the lawyers have been invited as a panelist or speaker in any of these bodies.

### **3.7. Facilities**

3.7.1 The firm should demonstrate that they possess vital facilities including but not limited to a modern legal library, access to online law reports or other legal resources, computers, internet connectivity.

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

3.8.1 The selection will consider law firm's that offer the right balance of value for money as measured by the quality of legal service offered. Estimated budgets of the costs from the law firms will be encouraged. Law firms will be required to identify ways in which legal cost for any significant or complex cases can be mitigated.

3.8.2 The payment of fees will be based, as may be agreed, either on:

- (a) The Provisions of the Advocates Remuneration Order;
- (b) A flat fee for agreed work based on the value of the subject matter;  
or
- (c) Negotiated or cap on the fees.

### **3.9 Litigation against the County Government of Kiambu.**

3.9.1 The Firms should disclose if they are engaged with past or pending litigation against the County Government of Kiambu and the nature of the litigation to avoid conflict of interest.

### **3.10 Ability to work closely with the County Government of Kiambu Legal office.**

3.10.1 The selected law firms will be required to work closely with the County Governments' in-house lawyers and legal staff.

### **3.11 Monitoring and Evaluation.**

3.11.1 The law firms must agree to be monitored through regular County Government satisfaction surveys in order to ensure that they maintain high standards of service and give regular reports to the person in charge of the legal Services in the County Government.

4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel.

4.3 Consultants shall express the price of their services in Kenya Shillings.

4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

## **5. Submission, Receipt, and Opening of Proposals**

- 5.1** The original proposal and copy of technical Proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 5.2** If there are any discrepancies between the original and the copy of the proposal, the original shall govern.
- 5.3** The original of the Technical Proposal shall be  
  
Placed in **a separate** sealed envelope clearly marked **KCG/PREQ/018/2017-2019/ORINGINAL** and a separate sealed envelope clearly marked **KCG/PREQ/018/2017-2019/COPY**
- 5.4** The completed Technical Proposals must be delivered at the submission address on or before **19th February 2018 at 10.00am.**
- 5.6** After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee.

## **6. Tender Opening and Proposal Evaluation**

### **a. General information**

- 6.1** The designated tender opening committee shall open the applications immediately after the closing time for submission of pre-qualification document.
- 6.2** The County Government will prepare a record of the pre-qualification document opening.
- 6.3** From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the County Government on any matter related to a proposal, they should do so in writing at the address indicated in the notice.

### **6.4**

### **b. Mandatory requirements – 20 marks.**

- 6.5** Mandatory evaluation will seek to establish documentary evidence of the following:

## 6.6

- i. A copy of company's registration certificate – **(1 mark)**
- ii. Valid Law Society of Kenya certificate of practice. **(2 marks)**
- iii. List of the firms advocates and copies of the current practicing certificates of all the advocates listed by the applicant. **(2 marks.)**
- iv. Valid tax compliant Certificate. **(2 marks)**
- v. Duly completed confidential pre-qualification business questionnaire. **(1 mark)**
- vi. Sworn anti-corruption affidavit. **(2 marks)**
- vii. Physical address (attach copies of utility bills or lease agreement or title). **(1 mark)**
- viii. Latest audited accounts and copy of the tax return – 2015/2016. **(2 marks)**
- ix. A signed statement that the bidder is not barred from participating in public procurement or disbarred from practice. **(2 marks)**
- x. Previous work experience with the government and other reputable institutions. **(4 marks)**
- xi. Pre-Qualification Submission Form duly filled. **(1 mark)**

**NB: Attach all the above documents**

### **c. General Requirements**

**7.2** The County Government of Kiambu will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness. (5 marks)

**7.3** Applicants shall not contact the County Government of Kiambu on the matter relating to their Pre-Qualification Document from the time of opening to the time the evaluation is finalized and official communication is sent to them. Any effort by the Applicant to influence the County Government of Kiambu in the Pre-Qualification Document evaluation shall result in the rejection of their application.

- 7.4** Pre-qualification will be based on meeting the minimum criteria regarding the Applicant’s legal status, general and particular experience, personnel and financial position as demonstrated by the responses in the attached forms and mandatory requirements for pre-qualification.
- 7.5** The applicants should have registered offices and the County Government of Kiambu reserves the discretion to visit the offices from which the applicant conducts business if so desired to confirm existence and capability to deliver the said services.
- 7.6** The County Government of Kiambu reserves the right to accept or reject any or all Pre-Qualification Documents without the obligation to assign any reason (s) for its decision thereof.

**7.7 Litigation**

Bidders must disclose any current litigation against the County Government that they may handling and give a brief description the nature of the litigation.

**9 Evaluation Criteria**

9.1 The points given to evaluation criteria are as per the following evaluation criteria matrix.

	<b>Evaluation Attribute</b>	<b>Evaluation Parameters</b>	<b>Maximum 100%</b>	<b>Cut off 80%</b>
1	Mandatory Requirements:	Full Submission		
A	Pre-Qualification Submission Form	Mandatory		
B	A copy of Certificate of Registration of the Law firm.	Mandatory		
C	Evidence of physical address and premises (attach copies of utility bills	Mandatory		

	e.g. electricity/water or lease agreement/Title).  Please indicate availability of facilities e.g. modern legal library, access to online law reports or other legal resources, internet connectivity etc.			
D	Duly Completed Confidential Pre-qualification Business Questionnaire.	Mandatory		
E	Current Practicing Certificates for all advocates in the Law firm.	Mandatory		
F	Sworn Anti-Corruption Affidavit.	Mandatory		
G	Tax compliance certificate.	Mandatory		
H	Previous work experience with the government and other reputable institutions. Submit details of 2 major clients from financial institutions, private organizations, international companies, government departments and parastatals showing a summary of the brief, the value of the case, success rate and contact person, address and telephone numbers	Mandatory		
J	1 year's audited accounts. 2015/2016	Mandatory		

**MINIMUM QUALIFYING SCORE IS 80%.**

- 9.2 Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in

**CONFIDENTIALITY**

- 9.3 Information relating to evaluation of pre-qualification documents and recommendations concerning pre-qualification shall not be disclosed to the Applicants until the pre-qualified firms have been advised accordingly.

**SECTION III – TECHNICAL PROPOSAL**

**1. PRE-QUALIFICATION SUBMISSION FORM**

Date \_\_\_\_\_

Pre-qualification No. \_\_\_\_\_

County Government of Kiambu  
P. O. Box 2344 – 00900  
Kiambu, Kenya.

Gentlemen and/or Ladies:

1. Having examined the Pre-qualification documents including Addenda Nos. ...the receipt of which is hereby duly acknowledged, We, the undersigned, offer to supply the required services in accordance with your Request for proposal and we hereby submit our Prequalification Document.
  
2. Our Pre-qualification is binding to us and if found acceptable we shall be pleased to be included in the list of pre-qualified firms.
  
3. We understand that you are not bound to accept any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



## 2. CONFIDENTIAL PRE-QUALIFICATION BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part 3.

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

<b>Part 1 – General</b>
1.1 Business Name _____
1.2 Location of Business Premises. _____
1.3 Plot No _____ Street/Road _____ Postal Address _____ Tel No. _____ Fax _____ E mail _____
1.4 Nature of Business _____
1.5 Registration Certificate No. _____
1.6 Maximum Value of Business which you can handle at any one time – Kshs _____
1.7 Name of your Bankers _____ Branch _____
<b>Part 2 (a) – Sole Proprietor</b>
2a.1 Your Name in Full _____ Age _____
2a.2 Nationality _____ Country of Origin _____ Citizenship Details _____
<b>Part 2 (b) Partnership</b>
2b.1 Given details of Partners as follows:

2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____

**Part 2 (c) – Registered Company**

2c.1 Private or Public \_\_\_\_\_

2c.2 State the Nominal and Issued Capital of Company-

Nominal Kshs. \_\_\_\_\_

Issued Kshs. \_\_\_\_\_

2c.3 Given details of all Directors as follows

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of The County Government of Kiambu? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.3 Does an Employee, Committee Member, Board Member of the County Government of Kiambu sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.

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3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by the County Government of Kiambu to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes\_\_\_\_\_ No\_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  

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3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES\_\_\_\_\_ NO\_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details.  

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3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_No\_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details.  

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I / We DECLARE that the information given on this form is correct to the best of my/our knowledge and belief and that I/We give the County Government of Kiambu to seek any other references concerning my/our company from whatever sources deemed relevant e.g. Company Registrar's office, Bankers etc

Date \_\_\_\_\_Signature of Candidate \_\_\_\_\_

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**3. ANTI CORRUPTION AFFIDAVIT FORM**



**REPUBLIC OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT**

**CHAPTER 15 OF THE LAWS OF KENYA**

**AND**

**IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3**

**OF 2005.**

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

1. THAT I am the \_\_\_\_\_  
(Managing Partner/Principal Officer /Senior Partner) of \_\_\_\_\_  
\_\_\_\_\_(Name of the Law  
Firm) which is a Candidate in respect of Tender Number \_\_\_\_\_  
\_\_\_\_\_to render legal services to the County Government  
of Kiambu and duly authorized and competent to make this Affidavit.
2. THAT the aforesaid Candidate has not been requested to pay any inducement  
to any member of the Board, Management, Staff and/or employees and/or  
agents of the County Government of Kiambu which is the procuring entity.
3. THAT the aforesaid Candidate, its servant(s) and/or agent(s) have not been  
offered and will not offer any inducement to any member of the Board,  
Management, Staff and/or employee(s) and/or agent(s) of the County  
Government of Kiambu.
4. THAT the aforesaid Candidate, its servant(s) and/or agent(s) have not been  
debarred from any procurement process.

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

SWORN at \_\_\_\_\_ by the said } \_\_\_\_\_

}

On this \_\_\_\_ day of \_\_\_\_\_ 2017 }

}

}

\_\_\_\_\_  
**DEPONENT**

**Before me** }

}

}

**Commissioner for Oaths** }

**4. NATURE OF BUSINESS**

Definition of Business \_\_\_\_\_

Indicate whether sole proprietor, Company or partnership

Specify and give descriptive details of the type of legal services you wish to render

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. DISCLOSURE.**

**ASSOCIATE COMPANIES**

A) \_\_\_\_\_ (E) \_\_\_\_\_

B) \_\_\_\_\_ (F) \_\_\_\_\_

C) \_\_\_\_\_ (G) \_\_\_\_\_

D) \_\_\_\_\_ (H) \_\_\_\_\_

Number of Staff Employed

(I) Advocates \_\_\_\_\_

(II) Support Staff \_\_\_\_\_

(Attach Organization Chart and CVs)

Period in Business \_\_\_\_\_

Other Organizations/Companies Where You Render Legal Services

A) \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Give their full address and the range Legal services that you provide

(This may be done on a separate sheet)

Name(s) of Banker(s) \_\_\_\_\_

\_\_\_\_\_

Account Number(s) \_\_\_\_\_

**TERMS OF PAYMENT**

Indicate payment terms in days from the date of invoice/delivery of services.

\_\_\_\_\_

\_\_\_\_\_

Range Of Services You Specialize In

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have You Previously Been Rendering Legal Services To The County Government Of  
Kiambu?

If Yes, Which Cases

\_\_\_\_\_

\_\_\_\_\_

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Indicate Three Of Our Instructions:

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Do You Have Any Instructions With Us? If So Give Details

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Have You Ever Failed To Honor Our Instructions? If So Give Details

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Have You Ever Been Blacklisted By the County Government Of Kiambu?

YES \_\_\_\_\_ NO \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE**

We/I the undersigned state that I have no conflict of interest in relation to this procurement

Signed \_\_\_\_\_



For and on behalf of M/s \_\_\_\_\_

In the capacity of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Law Firm's rubber Stamp \_\_\_\_\_

**6. CRIMINAL OFFENCE DISCLOSURE**

I/We Name Of Partner/Partners: -

A) \_\_\_\_\_ (B) \_\_\_\_\_

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three years preceding the commencement of procurement proceedings.

Signed \_\_\_\_\_

For and on behalf of M/s \_\_\_\_\_

In the capacity of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Law Firm's rubber Stamp \_\_\_\_\_

**7. TO BE COMPLETED BY TENDERER'S SENIOR PARTNER**

**Format of Curriculum Vitae (CV) for Principal Officer and Five (2) Key Staff**

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

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:

Law Society of Kenya: \_\_\_\_\_

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. }

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{Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees/diplomas obtained}

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Employment Record:

{Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.}

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Languages:

{Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.}

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CERTIFICATION:

I, the undersigned, certify that to the best of my knowledge and belief, these bio data correctly describe me, my qualifications and my experience.

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

Signature of Staff Member or authorized official from the firm

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## **Special Notes**

1. The Lump-Sum price is arrived at on the basis of inputs –including rates – provided by the Consultant. The County Government agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the County Government having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The County Government using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

**CONTRACT FOR CONSULTANT'S**

**Large Assignments (Lump-Sum Payments)**

**Between**

\_\_\_\_\_  
*[Name of the County Government]*

**And**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_ *[date]*

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Con day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of County Government] of [or whose registered office is situated at ] \_\_\_\_\_ [location of office] (hereinafter called the “County Government”) of the one part AND

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the “Consultant”) of

#### WHEREAS

- (a) the County Government has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant, having presented to the County Government that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency



Appendix F: Services and Facilities Provided by the County  
Government

2. The mutual rights and obligations of the County Government and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The County Government shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_  
*[name of County Government]*

\_\_\_\_\_  
*[Full name of Client's authorized representative]*

*[Title]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Date]* \_\_\_\_\_

For and on behalf of \_\_\_\_\_  
*[name of consultant]*

\_\_\_\_\_  
*[Full name of Consultant's authorized representative]*

*[Title]* \_\_\_\_\_

*[Signature]* \_\_\_\_\_

*[Date]* \_\_\_\_\_

# GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the 1 other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” price meanstone paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means an other than the Kenya Shilling;
- (e) “GC” means these General Con Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means th Shilling;
- (h) “Member”, in case the Consultancy of a joint venture of more than one entity, means any of these entities or all these entities, duly authorized to act on their behalf in exercising all the Consultant’s rights and towards the County Government under this Contract;
- (i) ~~Party~~ means the County Consultant, as the case may be and “Parties” means both of them
- (j) “Personnel” means persons hired e by the Consultant or by any Sub-consultant as

employees and assigned to the performance of the Services or any part thereof;

- (k) “SC” means the Special Con Contract by which the GC may be amended or supplemented;
- (l) “Services” means work to be performed the by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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

**1.3 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.

**1.4 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 facsimile to such Party at the address specified in the SC.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the County Government may approve.

**1.6.1 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the County Government or the Consultant may be taken or executed by the

officials specified in the SC.

**1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC

**2.2 Commencement of Services.** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

**2.3 Expiration of Contract.** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

**2.5.1 Definition** 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.

**2.5.2 No Breach of Contract** 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 insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension Of Time** 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.

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the County Government** The County Government may terminate this Contract by not less than thirty (30) days' written notice the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the County Government may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the County Government, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the giving, receiving or soliciting of anything of value to influence

the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the County Government, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the County Government of the benefits of free and open competition.

- (e) if the County Government in his sole discretion decides to terminate this Contract.

### **2.6.2 By the Consultant**

Consultant may terminate this Contract by not less than thirty (30) days' written notice to the County Government, such notice to be given after the occurrence of any of the following events;

- (a) if the County Government fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3**

**Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the County Government shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant

shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the County Government and shall at all times support and safeguard legitimate interests in any dealing with Sub consultants or third parties.

#### **3.2.1 Consultant**

##### **Not to Benefit from Commissions, Discounts, Etc.**

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Co remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with Activities pursuant to this Contract or to The Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the County Government on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.



- (iii) Where the Consultant as part of the Services has the responsibility of advising the County Government on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the County Government. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the County Government.

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the County Government's operations without the prior written consent of the County Government.

**3.4 Insurance to be Taken Out by the Consultant**

The Consultant(a) shall take out and shall cause any sub-consultant[s] to take out at his or maintain the sub-consultant[s], the as case may be) own cost but on terms and conditions approved by the County Government, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the County Government’s request, shall evidence to the County Government showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant’s Actions Requiring County Government’s Prior Approval**

The Consultant shall obtain the County Government’s approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C (“Key Personnel Sub-consultants”).

**3.6 Reporting Obligations**

The Consultants shall submit to the County Government the reports and documents specified in Appendix A in the form, in The numbers, and within the periods set forth in the said Appendix.

**3.7 Documents prepared by the Consultant to be the Property of the County Government**

All plans, drawings, specifications, designs, Reports and other documents and software submitted by the Consultant in accordance with Clause3.6 shall become and remain the property of the County Government and the Consultant shall, not later than upon termination or this Contract, deliver all such documents and software to the County Government together with a detailed inventory thereof.

The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party

#### **4. CONSULTANT'S PERSONNEL**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the County Government.

##### **4.2 Removal and/or Replacement Of Personnel**

(a) Except as the County Government may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the County Government finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the County Government has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the County Government's written request grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the County Government.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. OBLIGATIONS OF THE COUNTY GOVERNMENT**

##### **5.1 Assistance and Exemptions**

The County Government shall use his best efforts to ensure that he provides the Consultant such Assistance and exemptions as may be necessary for due performance of this Contract

##### **5.2 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 and duties which increases or decreases the

cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The County Government shall make available to the Consultant the Services and Facilities listed under Appendix F.

**6. PAYMENTS TO THE CONSULTANT.**

**6.1 Lump-Sum Remuneration** The Consultant’s total remuneration not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants’ costs, print communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price** (a)The price payable in foreign currency is set forth in the SC.  
(b)The price payable in local currency is set forth in the SC.

**6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC.  
Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC.  
Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the County Government specifying the amount due.

**6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the County Government has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the

prevailing Central Bank of Kenya's average for base lending rate.

## **7. SETTLEMENT OF DISPUTES**

7.1 **Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

#### **IV. Appendices**

##### **APPENDIX A –DESCRIPTION OF THE SERVICES**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by County Government, etc.*

##### **APPENDIX B –REPORTING REQUIREMENTS**

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, stat applicable.”*

##### **APPENDIX C–KEY PERSONNEL AND SUB-CONSULTANTS**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

##### **APPENDIX D –BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price –foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

##### **APPENDIX E –BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price –local currency portion.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

##### **APPENDIX F –SERVICES AND FACILITIES PROVIDED BY THE COUNTY GOVERNMENT**

**ANNEX II**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**Large Assignments**

**And**

**Small Assignments**

Time-Based Payments



**SAMPLE CONTRACT FOR CONSULTING SEVICES**

**SMALL ASSIGNMENTS  
TIME-BASED PAYMENTS**

**CONTRACT**

This Agreement [hereinafter called “the Co  
\_\_\_\_\_ [Insert starting date of assignment], by and between  
\_\_\_\_\_ [Insert County  
Government’s or whose name] registered office [is situated at]  
\_\_\_\_\_ [insert County Government’  
address]/(hereinafter called “the County Government”) of the one part  
  
\_\_\_\_\_ [Insert Consultant’s or and whose  
registered office is situated at] \_\_\_\_\_  
address]/(hereinafter called the “the other part Consultant”). o

WHEREAS, the County Government wishes to have the Consultant perform the Services [hereinafter referred to as “the S

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference Services,” which is made an in t Contract.
- (ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time such Appendix and the personnel listed in Appendix C, “Cost Estimate of S Personnel and Schedule of Rates Services.

**2. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_/Insert start date] and continuing through to \_\_\_\_\_/Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

For Services rendered pursuant to Appendix A, the County Government shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in paragraph (B) below and of the reimbursable Expenditures as defined in sub paragraph (C) below.

B. Remuneration.

The County Government shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, and Schedule of Rates".

C. Reimbursable.

The County Government shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized b

- coordinator;
- (ii) Such other expenses as approved in advance by the coordinator County Government's.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in

Clause 4 here below. If the County Government has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

**4. Project Administration**

A. Coordinator

The County Government designates

\_\_\_\_\_  
*[Insert name]*

as County Government's Coordinator;

Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the County Government.

B. Timesheets.

During the course of their work under this Contract, including field work, employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses.

The County Government reserves the right to audit or to nominate a reputable accounting firm to audit the records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the County Government considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the County Government's operations without the prior written consent of the County Government.
- 7. Ownership of Material** Any studies, reports or other material, graphic, Software or otherwise prepared by the Consultant for the County Government under the Contract shall belong to and remain the property of the County Government. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the County Government's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language

## **12. Dispute Resolution**

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party

FOR THE COUNTY GOVERNMENT. THE CONSULTANT

Full name; \_\_\_\_\_ Full name \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_

## **ANNEX III**

### **SAMPLE CONTRACT FOR CONSULTING SERVICES.**

#### **Small Assignments**

Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT**

This Agreement, [hereinafter called “the Co  
\_\_\_\_\_ [Insert starting date of assignment], by and between  
\_\_\_\_\_ [Insert County Government’s or  
name] o whose registered office is situated  
at] \_\_\_\_\_

address]/(hereinafter called “the County Government”) of th

\_\_\_\_\_ [Insert Consultant’s of [or  
whose registered office is situated  
at] \_\_\_\_\_ [insert address]/(hereinafter called  
“the Consultant”) o

WHEREAS the County Government wishes to have the Consultant perform  
the services \_\_\_\_\_ [hereinafter  
referred to as “the Services”,

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference Services,” made which an integral is part of this Contract.
  - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultants to perform the Services.
  - (iii) The Consultant shall submit to the County Government the reports in the form and within the time periods specified in Appendix C, “Consu Obligations.”



**2. Term**

The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert completion date], or any other period(s) as may be Subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

For Services rendered pursuant to Appendix A, the County Government shall pay the Consultant an amount Not to exceed \_\_\_\_\_ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs \_\_\_\_\_ upon receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon receipt of the draft report, acceptable to the County Government;

and

Kshs \_\_\_\_\_ upon receipt of the final report, acceptable to the County Government.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the County Government has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central B average rate for base lending.

**4. Project Administration**

A. Coordinator.

The County Government designates \_\_\_\_\_ *[insert name]* as County Government's Coordinator; the will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the County Government and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix Reporting Obligations," shall b course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the County Government considers unsatisfactory.

- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or Confidential information relating to the Services, this Contract or the County Government's operations without the prior written consent of the County Government.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the County Government under the Contract shall belong to and remain the property of the County Government. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of This Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the County Government's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**FOR THE COUNTY GOVERNMENT**

Full name; \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

**FOR THE CONSULTANT**

Full name \_\_\_\_\_

Title: \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

**COUNTY SECRETARY**  
**KIAMBU COUNTY GOVERNMENT**