

**REPUBLIC OF KENYA
COUNTY GOVERNMENT OF MACHAKOS
COUNTY ASSEMBLY OF MACHAKOS**



CONTRACT FOR THE

**CONSTRUCTION OF THE PROPOSED KANGUNDO NORTH
WARD OFFICE AND PIT LATRINE AND ASSOCIATED WORKS
NEGOTIATION NO: 1063548-2022/2023**

BETWEEN

COUNTY ASSEMBLY SERVICE BOARD OF MACHAKOS

AND

MBUYUYU LIMITED

**County Hall
Along Mwatu wa Ngoma Road
P O Box 1168 – 90100
MACHAKOS – KENYA
Email: assemblymks@gmail.com**

Initials..... K.M.M

**PROPOSED CONSTRUCTION OF CONSTRUCTION OF KANGUNDO NORTH
WARD OFFICE AND PIT LATRINE AND ASSOCIATED WORKS**

This Contract is entered into this 27th day of MARCH 2023

BETWEEN

The County Assembly Service Board of Machakos, (hereinafter referred to as "The Client", which term includes its successors in title and assignees) located in County Hall, along Mwatu wa Ngoma Road, Machakos and whose mailing address is P.O BOX 1168-90100 in the Republic of Kenya.

Which is represented by J.L MUTISYA holding the position of the Clerk/Secretary County Assembly Service Board of Machakos (The Clerk);

AND

..... Mangyo Limited (Hereinafter referred to as "the Contractor" which term includes its successors in title and assigns) whose mailing address is P.O. Box S.779-00200, Telephone Number 07-6546570 and Email: Mangyo.Limited.S@gmail.com

AND which is represented by ... Kennedy Mwangi ... holding the position of Director

WHEREAS, the Client is desirous of engaging the Contractor for the construction of ward office and pit latrine and all associated works at the **Kangundo North Ward office**;

AND WHEREAS the Contractor is willing to construct the said ward office and pit latrine and associated works at the said ward office;

NOW THEREFORE the parties have hereto agreed on the following terms and conditions: -

1. APPOINTMENT AND STANDARDS

- (a) The Client appoints the Contractor as its representative for the construction of ward office and a pit latrine and associated works at the **Kangundo North Ward office**.
- (b) The scope of work is as stipulated in the tender document.

- (c) The Contractor shall undertake the works and carry out its obligations to the highest standards.
- (d) The Contractor shall at all times act in good faith and in the best interest of the Client and shall in all matters arising in connection with the undertaking of the works, support and safeguard such interests.

2. SCOPE OF WORK

- (a) The Contractor shall provide the services specified in the tender document tender No. **1063548-2022/2023** which document is an integral part of this contract.
- (b) The Contractor confirms to have carefully read, fully understood and agreed to comply with the provisions set forth in the specifications provided.
- (c) Notwithstanding the provisions of Clause 2(a), this contract supersedes those of the documents mentioned above in case of conflict.

PROPOSED CONSTRUCTION OF CONSTRUCTION KANGUNDO NORTH WARD OFFICE AND A PIT LATRINE AND ASSOCIATED WORKS NEGOTIATION NUMBER: 1063548-2022/2023

Article (1)

The above stated guide shall constitute an integral part of this Contract.

Article (2)

Both parties shall fully comply with the terms and conditions provided for in the laws regulating the contract for the construction of MCA ward office pit latrine and associated works within the Republic of Kenya, including definitions, provisions, limitations, exclusions, terms, conditions, duties and obligations.

Article (3)

The construction works as per specifications consistent to the terms and conditions and rates stipulated by this Contract, and any annexure attached thereto that are an integral and complementary part hereof.

Article (4)

The Contractor undertakes that all the construction works offered will be as per the required standards and will conform to the terms of this contract.

3. TERM OF CONTRACT, SUPERVISION, AND REPORTING

Initials.....

K.M.M

3.1 The services to be provided under this Contract shall commence on the.....^{12th}
day of.....^{APRIL}.....2023 and shall be concluded no later than
the.....^{30th}..... Day of^{JUNE}.....2023.

3.2 The Contractor shall report to the Clerk for this contract, in the manner and form specified by the client, and upon the reasonable request of the Client.

3.3 The Contractor shall neither seek nor accept instructions from any authority external to the Client in connection with the tender under this Contract. The Contractor shall refrain from any action which may adversely affect the Client and shall fulfill the commitments with the fullest regard to the interests of the Client.

3.4 In case of any impediment which may result in the Contractor not abiding to the timeline and conditions set forth under this Contract, the Contractor shall immediately notify the Clerk; such notification shall not release the Contractor from fulfilling the obligations under the Contract. The Client may, at its discretion, accept deviations from the timetables and conditions without prejudice to any other rights and remedies set forth herein.

4. PAYMENT

4.1 The Contractor shall be paid for the works undertaken in accordance with the standards detailed in the Terms of Reference and in accordance with the timelines set forth by the Clerk.

4.2 The Client shall pay the Contractor the number of **Kenyan shillings two million, nine hundred and fifty two thousand one hundred and four shillings eighty eight cents. (Kshs 2,952,104.88)** payable by bank transfer upon certification by the Clerk that the Contractor has furnished the Client with a performance security and upon the issuance to the Contractor of a certificate of completion by the Client. This amount is established based on the understanding that it constitutes the entire Contractor's cost and profit as well as any tax obligation that may be imposed on the Contractor.

4.3 The Client shall pay the Contractor not later than sixty (60) days after the submission of an invoice by the Contractor and upon the issuance of an inspection and acceptance report by the relevant Committee appointed by the Client.

4.4 The Contractors shall be responsible for the payment of applicable taxes, charges, or other levies, with respect to compensation or other payments it receives from the

Client under this Contract. The Client shall not be responsible for any additional or ancillary expenses.

5. GENERAL STANDARDS OF PERFORMANCE

5.1 The Contractor shall respect and abide by all laws, ordinances, rules and regulations, whether local or international in nature, bearing upon the performance of the obligations under this Contract.

5.2 The Contractor shall keep the coordinator informed of all material developments for the duration of the contract.

5.3 Time shall be of the essence in delivery of this contract.

6. CONFIDENTIALITY

6.1 The Contractor, its employees or sub-contractors, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by the Client.

6.2 The Contractor shall exercise utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to the Client any information known to it by reason of its contractual relationship with the Client which has not previously been made public, except with the written authorization of the Client nor shall the Contractor at any time use such information for private advantage.

6.3 The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could vitiate the interests of the Assembly. The extent of any such liability shall be directly proportional to the extent of the damage caused.

7. INDEPENDENT CONTRACTOR AND LEGAL STATUS

7.1 Nothing contained herein shall be construed as establishing or creating between the Client and the Contractor the relationship of employer and employee or principal and agent. The Client agrees that the position of the Contractor is that of an independent Contractor.

8. INDEMNIFICATION

8.1 The Contractor shall indemnify, protect and defend at the Contractor's own expense, the Client and its agents and employees, from and against any and all actions, claims, losses or damages directly arising out of acts or omissions of the Contractor or its employees, officers, agents, sub-contractors, or persons

Initials..... *K.M.M.*

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similarly situated in and relating to the performance of this contract, including, but not limited to, any violation by the Contractor of any legal provisions, or any rights of third parties, in respect of literary property rights, copyrights or patents.

8.2 The obligations under this clause do not lapse upon termination of this Contract.

9. APPOINTMENT OF AGENTS SUBCONTRACTING AND ASSIGNMENT

9.1 In the event the Contractor requires the services of sub-Providers, the Contractor shall inform the client in advance, who may exercise the right and discretion to reasonably object to the hiring of any particular sub-providers. In all instances the Contractor shall be responsible for the professional and technical competence of such sub-providers, their employees and/or agents.

9.2 In no event shall the Contractor insert any language in any sub-contract asserting or implying a direct relationship between the Client and the said agents. In any event, the terms of any sub-contract shall be subject to this Contract.

9.3 The Contractor shall not assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Assembly's rights, claims or obligations under this Contract except with the prior written consent of the Clerk.

10. TERMINATION

10.1 If the Contractor ceases to practice the relevant profession or carry out business wholly or for a large part; does not comply with any conditions of the Contract; submits false, materially inaccurate, or incomplete information; is found to have been negligent in the discharge of the professional duties by either a professional association that its employees are members of or by a court of law; offers incentives, inducements, or other benefit to any of the Client employees; does not deliver or delivers unsatisfactorily services; applies for a moratorium or applies to be declared insolvent; is granted a moratorium or declared insolvent; or if the property of the Contractor is attached, the Client has the right to give notice of termination of Contract immediately without notice of default.

10.2 The Contractor shall immediately inform the Client of the occurrence of any of the above events.

- ITEM 01
- (a) If any of the circumstances in clause 10.1 arise, the Contractor shall be deemed to be in breach of this Contract as a consequence.
 - (b) The Contractor shall be bound to compensate the Client for all damage, costs, and loss of interest as a result of a situation as mentioned in clause 10.1 as a result of premature termination of the Contract, even in the event that a moratorium is granted or the Contractor is declared insolvent.
 - (c) Damages shall include any costs incurred by the Client as a result of the premature termination of the Contract.
 - (d) The conditions in paragraphs (a), (b), and (c) of this clause do not exclude the right of the Client to exercise other legal rights, including its right to impose liquidated damages, demand payment or compensation for damages, or for cancellation of the Contract.


10.3 Either party may terminate this Contract at any time by giving the other Party thirty (30) days' written notice in accordance with Clause 13 "Notices", unless otherwise permitted under this clause. In the event of a breach of the Contract on the part of the Contractor or failure to comply with any of the timelines or conditions set forth in this Contract; the Client retains the right to terminate the Contract effective immediately upon giving a written notice.

10.4 Nothing in this Clause shall be construed to exclude the right of the Client to exercise other legal rights and remedies available to it as set forth herein. In the event the Contract is terminated by the Client, the Contractor shall be entitled to a pro-rata payment for any works undertaken prior to such termination that has been accepted by the Client pursuant to Clause 4 - "Payments".

11. SETTLEMENT OF DISPUTES

11.1 Except as otherwise provided in the Contract, any dispute between the Client and the Contractor concerning the interpretation and performance of this Contract shall be settled in the first instance by negotiation between the Parties.

11.2 If after thirty (30) days from the commencement of such negotiations, the parties are unable to amicably resolve the dispute, either party may require that the dispute to be referred to a single arbitrator mutually agreed on between the parties.

Initials..... 

11.3 Where the parties are unable to agree on an arbitrator within fourteen (14) of the notification of the dispute, either party may request the Kenyan branch of the Chartered Institute of Arbitrators to appoint an arbitrator.

11.4 The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the Arbitrator shall be borne by the parties in equal shares.

11.5 Any award rendered in accordance with paragraph (11.4) above shall be final and binding on the Parties.

12. LAW GOVERNING THE CONTRACT

12.1 This Contract is governed by the laws of Kenya and shall be applied and observed by the Parties in utmost good faith.

12.2 Questions concerning matters governed by it, its meaning and interpretation, which are not expressly stated in it, are to be settled in conformity with the general principles on which it is based.

13. NOTICES AND AMENDMENTS

131 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, electronic mail or facsimile to such Party.

132 Any modifications or amendments to this Contract shall be made by mutual agreement of the Parties. All such modifications or amendments shall be in writing signed by the Parties. For the Assembly, the Clerk or a designee shall have the authority to agree to modifications.

14. PRIVILEGES AND IMMUNITIES

14.1 Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that the Client may enjoy as a Constitutional institution.

14.2 Nothing contained in the Contract or relating hereto shall confer any privilege or immunity on the Contractor or its officers, employees, agents, sub-providers, or other persons similarly situated.

15. NON-WAIVER OF RIGHTS

Failure of, or delay by, the Client in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of the Client, and shall not release the Contractor from fulfilling its obligations.

16. FORCE MAJEURE

16.1 Failure of a party to fulfill any of its obligations hereunder as a result of an event of force majeure arising after the date of signature of the contract shall not be considered a breach of or default under this contract.

16.2 A party affected by an event of force majeure shall notify as soon as practical the other party of occurrence of such event and afterwards of restoration of normal conditions.

16.3 Upon notification of occurrence of an event of force majeure by the affected party, the performance of the services shall be considered suspended until the notification of restoration of normal conditions or if the achievement of the objectives of the contract is no longer possible at all or not to a satisfactory degree, until the party's decision to terminate the contract.

17. ADVERTISING

17.1 Unless authorized in writing by the Assembly, the Contractor shall not advertise or otherwise make public the fact that it is undertaking the works for the Assembly. The Contractor shall not use the name, emblem, or official seal of the Client for advertising or for any other promotional purpose.

17.2 Notwithstanding the foregoing, the Contractor may make reference to their activities under this Contract in a curriculum-vitae, resume, or document of a similar nature.

18. RENEWAL

The Contractor acknowledges and understands that this Contract carries no expectation or entitlement to renewal.

19. ENTIRE CONTRACT

19.1 This contract including the Terms of Reference contains the entire agreement and understanding of the Parties hereto. It may not be changed orally but only by agreement in writing with the mutual consent of both Parties in accordance with Clause 13 "Notices and Amendments".

Initials..... *H.M.M.*

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19.2 Except as elsewhere provided in this agreement, there is no other contemporaneous understanding or agreement, oral or written, between the Parties on said subject matter, and neither Party shall be bound by any statement or representation not contained or incorporated herein.

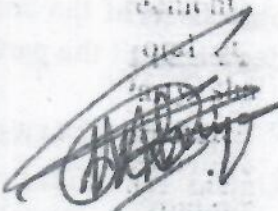
IN WITNESS WHEREOF the parties have hereunder duly executed this Agreement on the dates indicated hereunder.

Sealed with the Common Seal of:

The County Assembly Service Board of Machakos

J.L MUTISYA
Clerk, County of the Assembly


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.....

In the presence of:
HILARY MUTHUI
Head, Legal and Library Services

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Signed for and behalf of:
Mbuyuyu Ltd

NAME
POSITION.....

Kennedy Mbuyuyu Mwangi
Director

1
1



.....

In the presence of:
NAME
POSITION.....

Emily Owalto
Secretary

1
1



.....



**Salaries & Remuneration
Commission**
Rewarding productivity

Phase IV Salary Review
for
County Government Employees at the Assembly

Effective date: 1st July, 2020

APPENDIX I

LIST OF JOB GROUPS AND NEW SALARY SCALES FOR THE COUNTY GOVERNMENT EMPLOYEES

- JOB GROUP CASB 18: A Ksh. 13,280 x 250 - 13,530 x 300 - 13,830 x 320 - 14,150 p.m.
- JOB GROUP CASB 17: B Ksh. 13,530 x 300 - 13,830x320 - 14,150 x 460 - 14,610 p.m.
- JOB GROUP CASB 16: C Ksh. 13,830 x 320 - 14,150 x 460 - 14,610 x 510 - 15,120 p.m.
- JOB GROUP CASB 15: D Ksh. 14,610 x 510 - 15,120 x 550 - 15,670 x 580 - 16,250 p.m.
- JOB GROUP CASB 14: E Ksh. 15,670 x 580 - 16,250 x 640 - 16,890 x 680 - 17,570 p.m.
- JOB GROUP CASB 13: F Ksh. 16,890 x 680 - 17,570 x 700 - 18,270 x 780 - 19,050 x 800 - 19,850 x 950 - 20,800 p.m.
- JOB GROUP CASB 12: G Ksh. 22,270 x 1,040 - 23,310 x 1,070 - 24,380 x 1,090 - 25,470 x 1,110 - 26,580 x 1,120 - 27,700 x 1,150 - 28,850 x 1,170 - 30,020 p.m.
- JOB GROUP CASB 11: H Ksh. 25,470 x 1,110 - 26,580 x 1,120 - 27,700 x 1,150 - 28,850 x 1,170 - 30,020 x 1,250 - 31,270 x 1,300 - 32,570 x 1,380 - 33,950 p.m.
- JOB GROUP CASB 10: I Ksh. 31,270 x 1,300 - 32,570 x 1,380 - 33,950 x 1,390 - 35,340 x 1,460 - 36,800 x 1,470 - 38,270 x 1,470 - 39,740 x 1,520 - 41,260 p.m.
- JOB GROUP CASB 09: K Ksh. 38,270 x 1,470 - 39,740 x 1,520 - 41,260 x 1,710 - 42,970 x 1,920 - 44,890 x 2,000 - 46,890 x 2,110 - 49,000 x 2,170 - 51,170 p.m.
- JOB GROUP CASB 08: L Ksh. 42,970 x 1,920 - 44,890 x 2,000 - 46,890 x 2,110 - 49,000 x 2,170 - 51,170 x 2,550 - 53,720 x 2,650 - 56,370 x 2,750 - 59,120 p.m.
- JOB GROUP CASB 07: M Ksh. 49,000 x 2,170 - 51,170 x 2,550 - 53,720 x 2,650 - 56,370 x 2,750 - 59,120 x 2,920 - 62,040 x 3,080 - 65,120 p.m.
- JOB GROUP CASB 06: N Ksh. 56,370 x 2,750 - 59,120 x 2,920 - 62,040 x 3,080 - 65,120 x 3,440 - 68,560 x 3,590 - 72,150 x 3,790 - 75,940 x 3,800 - 79,740 x 3,810 - 83,550 x 3,810 - 87,360 p.m.
- JOB GROUP CASB 05: P Ksh. 87,360 x 3,190 - 90,550 x 4,490 - 95,040 x 4,860 - 99,900 x 5,010 - 104,910 x 5,240 - 110,150 x 5,500 - 115,650 x 5,780 - 121,430 p.m.
- JOB GROUP CASB 04: Q Ksh. 99,900 x 5,010 - 104,910 x 5,240 - 110,150 x 5,500 - 115,650 x 5,780 - 121,430 x 6,070 - 127,500 x 6,370 - 133,870 p.m.

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JOB GROUP CASB 03: R Ksh. 121,430 x 6,070 - 127,500 x 6,370 - 133,870 x 6,570 -
140,440 x 6,770 - 147,210 x 6,960 - 154,170 x 7,160 - 161,330
x 7,810 - 169,140 p.m.

JOB GROUP CASB 02: S Ksh. 133,870 x 6,570 - 140,440 x 6,770 - 147,210 x 6,960 -
154,170 x 7,160 - 161,330 x 7,810 - 169,140 x 13,680 - 182,820
x 14,980 - 197,800 p.m.

Annex 24

SPECIAL ISSUE

Kenya Gazette Supplement No. 4 (Machakos County Acts No. 2)



REPUBLIC OF KENYA

KENYA GAZETTE SUPPLEMENT

MACHAKOS COUNTY ACTS, 2023

NAIROBI, 12th June, 2023

CONTENT

Act—	PAGE
The Machakos County Supplementary Appropriation (No. 2) Act, 2023	1

PRINTED AND PUBLISHED BY THE GOVERNMENT PRINTER, NAIROBI

42

**THE MACHAKOS COUNTY SUPPLEMENTARY
APPROPRIATION (NO. 2) ACT, 2023**

No. 2 of 2023

Date of Assent: 26th May, 2023

Date of Commencement: 12th June, 2023

AN ACT of the County Assembly of Machakos to authorize the issue of a sum of money out of the County Revenue Fund and its application towards the services of the year ending 30th June, 2023 and to appropriate that sum for certain public services and purposes

ENACTED by the County Assembly of Machakos, as follows—

Short title

1. This Act may be cited as the Machakos County Supplementary Appropriation (No. 2) Act, 2023.

Reallocate KSh. 12,544,591,439 out of the Machakos County Revenue Fund for Services of the year ending 30th June, 2023 and appropriation of the money granted

2. The County Treasury may issue out of the County Revenue Fund and apply towards the supply granted for the services of the year ending on the 30th June, 2023, the sum of **Kenya Shillings Twelve Billion, Five Hundred Forty-Four Million, Five Hundred Ninety-One Thousand, Four Hundred and Thirty-Nine only** and apply it towards the supply granted.

Appropriation of the money granted

3. The sum granted by section 2 shall be appropriated for several services and purposes specified in the second column of the First and Second Schedules in amounts specified in the fifth column of the two respective schedules.

FIRST SCHEDULE

(1) Code	(2) Service or Purpose	(3) Revised Budget 1 (KSh.)	(4) Increase / Decrease (KSh.)	(5) Revised Budget 2 (KSh.)
<i>Recurrent Expenditure</i>				
R0001	The amount required in the year ending 30th June, 2023 for recurrent expenses in the Office of the Governor Portfolio in the following programmes.....	592,144,648	0	592,144,648
	P01 Office of the Governor-Headquarters Co-ordination and Supervisory Services	318,293,561	11,000,000	329,293,561
	P02 Transport Service.....	22,651,209	6,000,000	28,651,209
	P03 Human Resource and Administration Section.....	67,903,820	(30,000,000)	37,903,820
	P04 ICT Section.....	16,995,994		16,995,994
	P05 Hospitality Services Section..	25,973,355	13,000,000	38,973,355
	P06 Cabinet Office	6,493,175		6,493,175
	P07 Office of the Deputy Governor.....	68,988,765		68,988,765
	P08 Directorate of Project Delivery, Monitoring and Evaluation-Headquarters Administrative Services.....	21,078,510		21,078,510
	P09 Office of the County Secretary	31,786,195		31,786,195
	P10 Office of the County Advisors.....	11,980,064		11,980,064
R0002	The amount required in the year ending 30th June, 2023 for recurrent expenses of Public Service, Quality Management and ICT Portfolio in the following programmes.....	366,552,342	(1,072,717)	365,479,625
	P01 General Administration and Support Services	301,341,319	2,009,967	299,331,352
	P02 Quality Management	245,000	(175,000)	70,000
	P03 Training, Research and Development.....	5,869,500	1,650,000	7,519,500
	P04 ICT General Administration and Support Services	52,152,968	(537,750)	51,615,218
	P05 ICT Infrastructure	5,018,554		5,018,554
	P06 Closed Circuit Television(CCTV).....	1,925,000		1,925,000
R0003	The amount required in the year ending 30th June, 2023 for recurrent expenses of Trade,			

2023

Machakos County Supplementary Appropriation (No. 2)

No. 2

(1)	(2)	(3)	(4)	(5)
Code	Service or Purpose	Revised Budget 1	Increase / Decrease	Revised Budget 2
	Recurrent Expenditure	(KSh.)	(KSh.)	(KSh.)
	Industrialization and Innovation portfolio in the following programmes.....	146,844,709	447,429	147,292,138
	P01 Headquarters Administrative Services.....	69,990,210	2,134,324	72,124,534
	P02 Trade Development.....	724,028	598,612	1,322,640
	P03 Business and Enterprise Development	1,566,765		1,566,765
	P04 Industrialization and Innovation	0		0
	P05 Investment Facilitation and Support.....	56,000	169,000	225,000
	P06 Hygiene and Sanitation	2,845,783	1,610,217	4,456,000
	P07 Legal Services	71,661,923	(4,064,724)	67,597,199
R004	The amount required in the year ending 30th June, 2023 for recurrent expenses of Finance and Economic Planning portfolio in the following programmes.....	527,414,574	25,521,905	552,936,479 *
	P01 Revenue Management.....	246,784,017	22,051,545	268,835,562 *
	P02 Budget Formulation, Coordination and Implementation Section	40,229,746	3,225,783	43,455,529
	P03 Supply Chain Management Services	9,741,708		9,741,708
	P04 Accounts Services	26,901,846		26,901,846
	P05 Audit Services	16,700,000		16,700,000
	P06 Human Resource Management and Support Services...	151,106,931	(5,423)	151,101,508
	P07 Economic Planning and Statistical Services	35,150,326	250,000	35,400,326
	P08 External Resources Mobilization	800,000		800,000
R0005	The amount required in the year ending 30th June 2023 for recurrent expenses of County Administration and Decentralized Units portfolio in the following programmes	493,506,215	-	493,506,215
	P01 General Administration and Support Services	471,727,905	(432,180)	471,295,725
	P02 Civic Engagement	1,200,000	(150,000)	1,050,000

No. 2 *Machakos County Supplementary Appropriation (No. 2)* **2023**

(1)	(2)	(3)	(4)	(5)
<i>Code</i>	<i>Service or Purpose</i>	<i>Revised Budget 1</i>	<i>Increase / Decrease</i>	<i>Revised Budget 2</i>
	<i>Recurrent Expenditure</i>	<i>(KSh.)</i>	<i>(KSh.)</i>	<i>(KSh.)</i>
	P03 Administrative and Coordination Services	1,828,214	(117,820)	1,710,394
	P04 Solid Waste Management....	1,000,000	700,000	1,700,000
	P05 Inspectorate Services and Management	17,750,096	-	17,750,096
R0006	The amount required in the year ending 30th June, 2023 for recurrent expenses of Agriculture, Food Security and Co-operative Development portfolio in the following programmes.....	374,588,632	(62,020,265)	312,568,367
	P01 General Administration and Support Services.....	330,375,406	(65,836,265)	264,539,141
	P02 Crop Development and Management.....	3,170,000	900,000	4,070,000
	P03 Livestock Resources Management and Development...	2,560,000	(50,000)	2,510,000
	P04 Fisheries Development.....	1,400,000	900,000	2,300,000
	P05 Veterinary Services.....	1,947,580	150,000	2,097,580
	P06 Agriculture Training Centre.	2,550,000	1,990,000	4,540,000
	P07 Cooperative Development and Marketing.	25,757,646	426,000	26,183,646
	P08 Promotion of Co-operative Marketing and Value Chain	1,650,000		1,650,000
	P9 Co-operative Financial Services	1,100,000	300,000	1,400,000
	P10 Promotion and Growth of Co-operative Societies	1,662,000	(500,000)	1,162,000
	P11 Co-operative Audit Support	2,416,000	(300,000)	2,116,000
R0007	The amount required in the year ending 30th June, 2023 for recurrent expenses of Health and Emergency Services portfolio in the following programmes.....	3,924,560,836	(3,355,131)	3,921,205,705
	P01 General Administration and Support Services.....	3,365,875,598	4,644,869	3,370,520,467
	P02 Machakos Level 5	353,238,106	4,500,000	357,738,106
	P03 Kangundo Level 4	53,712,125	(6,000,000)	47,712,125
	P04 Matuu Level 4.....	37,923,785	(6,500,000)	31,423,785
	P05 Kathiani Level 4	26,327,763		26,327,763
	P06 Mwala Level 4	12,024,971		12,024,971
	P07 Kimiti Level 4	4,305,321		4,305,321

2023 Machakos County Supplementary Appropriation (No. 2) No. 2

(1) Code	(2) Service or Purpose	(3) Revised Budget 1 (KSh.)	(4) Increase / Decrease (KSh.)	(5) Revised Budget 2 (KSh.)
	<i>Recurrent Expenditure</i>			
	P08 Masinga Level 4	4,465,150		4,465,150
	P09 Athiriver Level 4	4,428,400		4,428,400
	P10 Mutituni Level 4	6,428,399		6,428,399
	P11 Ndithini Level 4	6,330,071		6,330,071
	P12 Kalama Level 4	5,758,494		5,758,494
	P13 Public Health and Community Outreach	38,742,655		38,742,655
	P14 Emergency Services	5,000,000		5,000,000
R0008	The amount required in the year ending 30th June 2023 for recurrent expenses of Roads, Transport and Public Works portfolio in the following programmes.....	256,914,082	(1,628,992)	255,285,090
	P01 Headquarters Administrative Services.....	182,955,703	(1,168,992)	181,786,711
	P02 Road Development and Management	833,214		833,214
	P03 County Government Buildings Services	113,399		113,399
	P04 County Fleet Management...	73,011,765	(460,000)	72,551,765
R0009	The amount required in the year ending 30th June 2023 for recurrent expenses of Education, Skills Training and Social Welfare portfolio in the following programmes.....	457,471,858	(3,310,500)	454,161,358
	P01 Headquarters Administrative Services.....	428,971,858	(3,310,500)	425,661,358
	P02 Youth Development	19,000,000	(500,000)	18,500,000
	P03 Gender and Social Services...	9,500,000	500,000	10,000,000
R0010	The amount required in the Year ending 30th June 2023 for recurrent expenses of Energy, Lands, Housing and Urban Development portfolio in the following programmes.....	188,452,827	4,939,802	193,392,629
	P01 Headquarters Administrative Services.....	54,201,941		54,201,941
	P02 County Electrification.....	17,809,205	3,737,179	21,546,384
	P03 Housing and Urban Development	99,241,681	1,202,623	100,444,304
	P04 Machakos Municipality	5,400,000		5,400,000
	P05 Mavoko Municipality	7,400,000		7,400,000

No. 2 Machakos County Supplementary Appropriation (No. 2) 2023

(1)	(2)	(3)	(4)	(5)
Code	Service or Purpose	Revised Budget 1	Increase / Decrease	Revised Budget 2
		(KSh.)	(KSh.)	(KSh.)
	<i>Recurrent Expenditure</i>			
	P06 Kangundo Municipality	4,400,000		4,400,000
R0011	The amount required in the year ending 30th June, 2023 for recurrent expenses of Tourism, Culture, Youth and Sports, Portfolio in the following programmes.....	132,617,593	(687,000)	131,930,593
	P01 General Administration and Support Services.....	102,131,897	(173,014)	101,958,883
	P02 Heritage & Culture.....	1,082,320		1,082,320
	P03 Liquor Management	775,970		775,970
	P04 Tourism Development and Marketing	1,056,574	(663,986)	392,588
	P05 Management of recreational Facilities	750,000		750,000
	P06 Machawood	1,966,115	150,000	2,116,115
	P07 County Image Directorate....	1,120,000		1,120,000
	P08 Stadia Management	1,449,952		1,449,952
	P9 Youth Empowerment	1,364,765		1,364,765
	P10 Sports Promotion	20,920,000		20,920,000
R0012	The amount required in the year ending 30th June, 2023 for recurrent expenses of Water, Irrigation, Environment and Natural Resources portfolio in the following programmes.....	110,746,454	(979,295)	109,767,159
	P01 Water Supply and Sewerage	4,412,665		4,412,665
	P02 Irrigation Schemes Development and Promotion	-		-
	P03 General Administrative and Support Services	103,100,619	(979,295)	102,121,324
	P04 General Administrative and Support Services Environment and Natural Resources	3,233,170		3,233,170
R0013	The amount required in the year ending 30th June, 2023 for recurrent expenses of County Public Service Board portfolio in the following programmes....	58,736,706	(18,000)	58,718,706
	P01 Human Resource and Administrative Section.....	58,736,706	(18,000)	58,718,706
R0014	The amount required in the year ending 30th June, 2022 for recurrent expenses County			

2023 Machakos County Supplementary Appropriation (No. 2) No. 2

(1) Code	(2) Service or Purpose	(3) Revised Budget 1 (KSh.)	(4) Increase / Decrease (KSh.)	(5) Revised Budget 2 (KSh.)
<i>Recurrent Expenditure</i>				
	Assembly portfolio in the following programmes.....	1,189,846,181	0	1,189,846,181
	P01 HR, Administration and Coordination Services.....	311,841,673	(1,630,044)	310,211,629
	P02 Financial Management Services.....	60,632,877	446,900	61,079,777
	P03 Legal, Library and Research Services.....	9,000,000	(1,300,000)	7,700,000
	P04 County Assembly Service Board Services.....	26,000,000	450,000	26,450,000
	P05 Legislative Services.....	273,506,551	(3,476,431)	270,030,120
	P06 Procedure and Committee Services.....	119,000,000	7,002,775	126,002,775
	P07 Budget Office Services...	3,000,000		3,000,000
	P08 Audit Committee Services.	3,500,000		3,500,000
	P09 Ward Office Services.....	78,645,080	(1,493,200)	77,151,880
	P10 Other Transfers.....	304,720,000		304,720,000
	CLASS SUB-TOTAL	8,820,397,657	(42,162,764)	8,778,234,893

SECOND SCHEDULE

(1) Code	(2) Service or Purpose	(3) Revised Estimates 1 (KSh.)	(4) Increase / Decrease (KSh.)	(5) Revised Estimates 2 (KSh.)
<i>Development Expenditure</i>				
D0001	The amount required in the year ending 30th June, 2023 for development expenses in the Office of the Governor Portfolio in the following programmes.....	19,334,385		19,334,385
	P01 Co-ordination and Supervisory Services.....	19,334,385	0	19,334,385
D0002	The amount required in the year ending 30th June, 2023 for development expenses of Public Service, Quality Management and ICT Portfolio in the following programmes	53,187,652		53,187,652
	P01 General Administration and support services.....	47,925,375		47,925,375
	P02 ICT infrastructure	5,262,277		5,262,277

(1) Code	(2) Service or Purpose	(3) Revised Estimates 1 (KSh.)	Increase / Decrease (KSh.)	(4) Revised Estimates 2 (KSh.)
<i>Development Expenditure</i>				
D0003	The amount required in the year ending 30th June, 2023 for development expenses of Trade, Industrialization and Economic Planning portfolio in the following programmes...	177,960,907		177,960,907
	P01 Trade Development	91,460,907	528,300	91,989,207
	P2 Business and Enterprise Development	30,000,000		30,000,000
	P03 Industrial Development	56,500,000	(528,300)	55,971,700
D0004	The amount required in the year ending 30th June, 2023 for development expenses of Finance and Economic Planning portfolio in the following programmes.....	271,059,919	(9,529,690)	261,530,229
	P01 Resource Mobilization	83,088,990	310	83,089,300
	P02 Budget Formulation Co-ordination and Implementation Section	43,931,500		43,931,500
	P03 Audit services	500,000		500,000
	P04 Supply Chain Management	800,000		800,000
	P05 Accounting Services	117,445,544		117,445,544
	P06 Economic Planning and Statistical Services.....	20,293,885	(11,530,000)	8,763,885
	P07 General Administration	5,000,000	2,000,000	7,000,000
D0005	The amount required in the year ending 30th June, 2023 for development expenses of County Administration and Decentralized Units portfolio in the following programmes	40,397,800		40,397,800
	P01 General Administration and Support Services.....	28,049,678	11,302,283	39,351,961
	P02 Solid Waste Management	2,100,000	(2,100,000)	0
	P03 Forensics and Inspectorate Services	10,248,122	(9,202,283)	1,045,839
D0006	The amount required in the year ending 30th June, 2023 for development expenses of Agriculture, Food Security and Co-operative Development portfolio in the following programmes	552,236,475	(131,560,609)	420,675,866
	P01 General Administration and Support Services.....	393,674,921	(128,935,609)	264,739,312

2023 Machakos County Supplementary Appropriation (No. 2) No. 2

(1) Code	(2) Service or Purpose	(3) Revised Estimates 1 (KSh.)	Increase / Decrease (KSh.)	(4) Revised Estimates 2 (KSh.)
<i>Development Expenditure</i>				
	P02 Crop Development and Management	56,200,000	(6,190,000)	50,010,000
	P03 Livestock Resources Management and Development.	12,079,000	1,365,000	13,444,000
	P04 Fisheries Development.....	4,200,000		4,200,000
	P05 Veterinary Services.....	36,250,227		36,250,227
	P06 Agriculture Training Center	3,100,000	2,200,000	5,300,000
	P07 Co-operative Development	1,214,200		1,214,200
	P08 Promotion of Co-operatives Marketing and Value Chain	44,413,851		44,413,851
	P11 Promotion and growth of Co-operative Societies	1,104,276		1,104,276
D0007	The amount required in the year ending 30th June, 2023 for development expenses of Health and Emergency Services portfolio in the following programmes.....	725,101,281	0	725,101,281
	P01 General Administration...	350,106,166	22,380,000	372,486,166
	P02 Level 5.....	160,500,000	(4,300,000)	156,200,000
	P03 Kangundo Level 4	15,200,000	(3,700,000)	11,500,000
	P04 Matuu Level 4	25,000,000	(3,880,000)	21,120,000
	P05 Kathiani Level 4	21,675,130	(15,000,000)	6,675,130
	P06 Mwala Level 4	16,230,000	(9,000,000)	7,230,000
	P07 Kimiti Level 4	5,000,000	(5,000,000)	0
	P08 Masinga Level 4	5,500,000	(5,500,000)	0
	P09 Athiriver Level 4	25,000,000	0	25,000,000
	P10 Mutituni Level 4	5,000,000	(5,000,000)	0
	P11 Ndithini Level 4	5,000,000	(5,000,000)	0
	P12 Kalama Level 4	5,000,000	(5,000,000)	0
	P13 Public Health and Community Outreach	70,744,985	39,000,000	109,744,985
	P14 Emergency Services	15,145,000	0	15,145,000
D0008	The amount required in the year ending 30th June, 2023 for development expenses of Roads, Transport and Public Works portfolio in the following programmes	624,490,070	10,000,000	634,490,070
	P01 General Administration Support Services.....	67,380,424	202,983	67,583,407
	P02 Road Development and Management.....	364,359,647	(202,983)	364,156,664
	P03 County Government Buildings Services	135,000,000		135,000,000

No. 2 *Machakos County Supplementary Appropriation (No. 2)* **2023**

(1)	(2)	(3)		(4)
Code	Service or Purpose	Revised Estimates 1	Increase / Decrease	Revised Estimates 2
	<i>Development Expenditure</i>	(KSh.)	(KSh.)	(KSh.)
	P04 County Fleet Management	57,750,000	10,000,000	67,750,000
D0009	The amount required in the year ending 30th June, 2023 for development expenses of Education, Skills Training and Social Welfare portfolio in the following programmes.....	236,460,588		236,460,588
	P01 Headquarters Administrative Services (Headquarters General Administrative Services	76,674,798		76,674,798
	P02 Basic Education.....	13,150,000		13,150,000
	P03 Youth Development Services.....	136,635,790		136,635,790
	P04 Gender and Social Services	10,000,000		10,000,000
D0010	The amount required in the Year ending 30th June, 2023 for development expenses of Energy, Lands, Housing and Urban Development portfolio in the following programmes..	147,294,351	101,092,272	248,386,623
	P01 Energy (County Electrification)	95,330,321	(4,000,000)	91,330,321
	P02 Lands and Physical Planning(Physical Planning and Development)	3,380,352		3,380,352
	P03 Urban Development (Housing and Urban Development)	48,583,678	105,092,272	153,675,950
D0011	The amount required in the year ending 30th June, 2023 for development expenses of Tourism, Youth, Sports and Culture Portfolio in the following programmes.....	126,990,459		126,990,459
	P01 Tourism development and Marketing.....	11,328,064		11,328,064
	P02 Management of recreational Facilities.....	40,550,768		40,550,768
	P03 Machawood	183,335		183,335
	P04 County Image Directorate	183,335		183,335
	P05 Stadia Management	59,793,458	(4,000,000)	55,793,458
	P06 Sports	12,473,000	2,000,000	14,473,000
	P07 Youth Empowerment	2,478,500	2,000,000	4,478,500

2023

Machakos County Supplementary Appropriation (No. 2)

No. 2

(1)	(2)	(3)	(4)
Code	Service or Purpose	Revised Estimates 1 (KSh.)	Increase / Decrease (KSh.) Revised Estimates 2 (KSh.)
<i>Development Expenditure</i>			
D0012	The amount required in the year ending 30th June, 2023 for development expenses of Water, Irrigation, Environment and Natural Resources portfolio in the following programmes.....	477,227,935	6,000,000 483,227,935
	P01 Water Supply and Sewerage	164,619,199	6,000,000 170,619,199
	P02 Water Resources Management and Storage.....	10,000,000	10,000,000
	P03 Irrigation Schemes and Development.....	53,103,092	53,103,092
	P04 General Administration and Support Services	15,683,382	15,683,382
	P05 Environment and Natural Resources	233,822,262	233,822,262
D0013	The amount required in the year ending 30th June, 2023 for development expenses of County Public Service Board portfolio in the following programmes.....	20,112,751	20,112,751
	P01 Human Resource and Administration.....	20,112,751	20,112,751
D0014	The amount required in the year ending 30th June, 2023 for development expenses County Assembly portfolio in the following programmes.....	318,500,000	318,500,000
	P01 HR, Administration and Coordination Services.....	27,500,000	27,500,000
	P02 Legislative Services.....	291,000,000	291,000,000
	CLASS SUB-TOTAL	3,790,354,573	(23,998,027) 3,766,356,546
	GRAND TOTAL.....	12,610,752,230	(66,160,791) 12,544,591,439



REPUBLIC OF KENYA
 COUNTY GOVERNMENT OF MACHAKOS
 COUNTY ASSEMBLY OF MACHAKOS
 COUNTY ASSEMBLY SERVICE BOARD



County Hall
 Mwatu wa Ngoma Rd
 P O Box 1168 - 90100
 MACHAKOS - KENYA

Email: info@machakosassembly.go.ke
 Cellphone: 0714531404

Ref: CAS/1/VOL.1/258

Date: 3rd January, 2022

Mr. Shadrack Nzioki Mbithi

MACHAKOS

Dear *Shadrack,*

RE: LETTER OF OFFER FOR APPOINTMENT TO THE POSITION OF FISCAL ANALYST II ON PERMANENT AND PENSIONABLE TERMS

This is to convey to you the resolution of the County Assembly Service Board that you be and are hereby appointed to the position of Fiscal Analyst II, effective 1st February, 2022.

DUTIES AND RESPONSIBILITIES

You will serve as Fiscal Analyst II reporting to the Senior Fiscal Analyst.

Your duties and responsibilities are:

- i. Assisting in preparing budgetary information reports to MCAs and relevant House Committees
- ii. Planning Assist in workshops
- iii. Collecting and collating budgetary information from various sources for analysis
- iv. Maintaining relevant statistics on public revenue and expenditure figures
- v. Carrying out commissioned Budget research on specific area of interest
- vi. Such other relevant duties as may be assigned by the Assembly Clerk/HOD.

REMUNERATION

Your remuneration shall be as approved by the Salaries and Remuneration Commission (SRC) for salary scale 07, Kshs 49,000.00-65,120.00. You will therefore enter the service at the salary scale of Kshs 49,000.00 per month where you will be subjected to annual increments. Further, you will be entitled to a House allowance of Kshs. 16,500.00 and other allowances of Kshs 8,000.00. The total consolidated gross salary will therefore be Kshs. 73,500.00 payable at the end of each month.

TERMS OF SERVICE

Your appointment to this position is permanent and pensionable. However you will be put on probation for a period of 6 months as provided for in the applicable labor relations and employment laws. Confirmation to the appointment shall be after the expiry of the probation period based on your performance under the probation.

MEDICAL SCHEME

A medical insurance and work injury benefits will be provided for as per the existing staff health insurance as approved by the SRC.

ANNUAL LEAVE

You will be entitled to one month annual leave upon completion of a continuous one year of service and each subsequent similar period thereafter while you continue to serve. The Assembly Clerk reserves the right to determine when earned leave may be taken.

HOURS OF WORK

You will be on an eight hour working schedule spread out over five (5) day working week, which may be changed from time to time by the Assembly Clerk depending on work schedules and office requirements. However, it should be appreciated that due to the nature of the employment flexibility is called for.

CONFIDENTIALITY AND INTEGRITY

You will be required to observe the right of confidentiality and respect to the person due to the Assembly staff and Members. Further you will be required to hold matters of the Assembly in confidence save as duly authorized to you to communicate in line with the citizen's right to information. You will not therefore, without the directions of the Assembly Clerk disclose any confidential matters relating to the Assembly Service or the business of the Assembly to any unauthorized persons.

COMPLIANCE WITH CHAPTER 6 OF THE CONSTITUTION

As a public servant, you will be required to observe strict compliance with chapter 6 of the Constitution and the laws that implement the constitutional provisions.

TERMINATION

The contract of employment may be terminated by either party giving one (1) months' notice in writing without and in lieu thereof one month's salary, without assigning any reasons thereto. This however is without prejudice to the right of the Assembly's Service to terminate your services summarily for a lawful cause.

Your service will be guided by the Human Resource Manual and the applicable labor relations and employment laws. Please familiarize yourself with the same and review the above terms and conditions and indicate your acceptance of the offer or otherwise by signing the attached copy of this letter and returning it to the Secretary of the County Assembly Service Board not later than 31st January, 2022.

Yours sincerely,



MBIUKI F.G