



COUNCIL OF LEGAL EDUCATION

REQUEST FOR PROPOSAL

CONSULTANCY SERVICES FOR DEVELOPMENT OF COUNCIL OF LEGAL EDUCATION STRATEGIC PLAN 2019-2023

TENDER NO. CLE /RFP/02/2018-2018

SEPTEMBER 2018

CLOSING DATE : 10th October 2018

TABLE OF CONTENTS

	Page
INTRODUCTION	1
Section I - Letter of invitation	
Section II - Information to consultants	
Section III - Evaluation Proposals	
Section IV - Technical requirements	
Section V - Terms of Reference	
Section VI - Technical proposals- Standard Forms	
Section VII - Financial proposal- Standard Forms	
Section VIII - Contract for Consulting Services	

INTRODUCTION

1. The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants
- Section III - Evaluation Proposals
- Section IV - Technical requirements and Terms of Reference
- Section V - Technical proposals- Standard Forms
- Section VII - Financial proposal- Standard Forms
- Section VII - Contract for Consulting Services
- Appendices

SECTION I - LETTER OF INVITATION

TO:

Date 25TH SEPTEMBER 2018

Dear Sir/Madam,

**RE: CONSULTANCY SERVICES FOR DEVELOPMENT OF COUNCIL OF LEGAL EDUCATION STRATEGIC PLAN
2019-2023**

TENDER NO. CLE /RFP/02/2018-2019

1.1 The Council of Legal Education invites proposals for the above consultancy services.

1.2 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Council of Legal Education now invites eligible consultant(s) to submit curriculum Vitae, proposals including work plans and budgets for the provision of the above consultancy services. A firm will be selected under Quality and Cost Based Selection Method and procedures described in the RFP.

Completed proposals in plain sealed envelopes clearly marked with appropriate Tender description and Number should be addressed to the

Chief Executive Officer / Secretary,
Council of Legal Education
P.O. BOX 829-00502

KAREN

And be deposited to the Tender box located at the Council's Offices. Karen office Park, Acacia Block, Second Floor along Langata Road

So as to received not later than 10th October 2018 at 12:00 Noon. Tenders will be opened immediately thereafter at the Council's Boardroom in the Presence of tenderers or their Representatives who chose to attend.

Yours sincerely

Dr. J.K Gakeri
Chief Executive Officer / Secretary,
COUNCIL OF LEGAL EDUCATION

SECTION II - INFORMATION TO CONSULTANTS (ITC)

Table of Contents

- 2.1 Introduction
- 2.2 Clarification and amendment of RFP document
- 2.3 Preparation of Technical Proposal
- 2.4 Financial proposal
- 2.5 Submission, Receipt and opening of proposals
- 2.6 Proposal evaluation general
- 2.7 Evaluation of Technical proposal
- 2.8 Public opening and Evaluation of financial proposal
- 2.9 Negotiations
- 2.10 Award of Contract
- 2.11 Confidentiality
- 2.12 Corrupt or fraudulent practices

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.0 Introduction

- 2.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm 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.
- 2.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

3.0 Clarification and Amendment of RFP Documents

- 3.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 3.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

4.0 Preparation of Technical Proposal

- 4.1 The Consultants proposal shall be written in English language
- 4.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 4.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the **Appendix A**. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

4.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

4.5 The Technical Proposal shall not include any financial information.

5.0 Preparation of Financial Proposal

- 5.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section VI). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 5.2 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, unless Appendix "A" specifies otherwise.
- 5.3 Consultants shall express the price of their services in Kenya Shillings.
- 5.4 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.
- 5.5 The Proposal must remain valid for **120 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

6.0 Submission, Receipt, and Opening of Proposals

- 6.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) 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.
- 6.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 6.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix **“ITC”** and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**
- 6.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix **“ITC”**. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 6.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

7.0 Proposal Evaluation General

- 7.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix **“ITC”**. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

8.0 Public Opening and Evaluation of Financial Proposal

- 8.1 Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
- $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

9.0 Negotiations

- 9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

The procuring entity shall appoint a team for the purpose of the negotiations.

8.0 Award of Contract

- 8.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 8.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

9.0 Confidentiality

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

10.0 Corrupt or fraudulent practices

- 10.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 10.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 10.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III - Evaluation of Proposals

(a) Evaluation Criteria for the Proposals

Tenders will be evaluated based on three stages as follows:

1. Preliminary Evaluation- Based on the response on the Mandatory Requirements
2. Technical Evaluation: Based on the points awarded on all the technical aspects of the system
3. Financial Evaluation: Total costs inclusive of all taxes. This will be applicable to only those bidders who pass the technical evaluation stage

TECHNICAL EVALUATION FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF COUNCIL OF LEGAL EDUCATION STRATEGIC PLAN 2019-2023SECTION

IV : TECHNICAL REQUIREMENTS

(a) Mandatory requirements

NO.	ITEM	REQUIREMENT	MANDATORY	BIDDERS COMMENTS
1.	Certificate of Incorporation	Attach a certified copy of the vendor's certificate of Incorporation	M	
2.	PIN certificate	Attach a certified copy of PIN	M	
3.	Tax Compliance certificate	Attach a Valid certified copy of Tax Compliance certificate	M	
4.	Financial Viability	The vendor must attach audited financial statements for the last two years.(2017,2016 and 2015)	M	

5.	Consultant's Experience In Consultancy For Development Of Strategic plan	Proof of having conducted similar assignments. Provide reference from corporate clients preferable public sector clients Reference and contacts of 5 corporate clients to whom the firm has rendered this service in the last three (4) years	M	
6.	Duly Filled and signed & stamped Form of Tender	The vendor MUST fill sign & stamped form of tender	M	
7.	Tender security	Kes. 50,000/= in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by Public Procurement Oversight Authority) valid for 150 days from the date of closing the tender.	M	
8.	Number of copies of bid documents	The consultant MUST provide one (1) Original & one (1) copy bid Documents	M	
9.	Confidential Business Questionnaire	Dully filled, signed and stamped confidential business questionnaire	M	
10.	Valid trade License	Attach a Valid certified copy of trade license	M	
11.	Ligation history	Provide Information If Any		

b) Technical Requirements

NO.	TECHNICAL REQUIREMENTS	POINTS
1	<p>Proven experience of the firm in consultancy of similar magnitude and nature. Proof of consultancy handled of similar nature and size with at least five (5) government institutions ministry and Agencies; please attach copy of award letters, completion certificate/contract LSOs. Please indicate the amount of each project, time taken, completion status, clients' contacts and any other information deemed necessary.</p> <p>Above 5 - 20 points Only 4 - 16 points Only 3 - 8 points Only 2- 8 points Only 1 - 4 points None - 0 point</p>	20
2	Human Resource	20
	<p>Staff qualifications and experience in relevant consultancy. Give company structure indicating clearly the rank and qualifications of the key personnel to be handling the assignment. Please attach CV and certificates of each personnel.</p> <p>Lead consultant:</p> <ul style="list-style-type: none"> • The lead consultant has relevant masters degree in the relevant field - 5 points • The lead consultant has relevant first degree in the relevant field - 4 points • The lead consultant has relevant higher diploma in the relevant field - 2 points • The lead consultant has relevant degree in the relevant field - 1 point <p>Relevant Experience</p> <ul style="list-style-type: none"> • Lead consultant (Above ten years) - 6 points • Lead consultant (Above five years) - 4 points • Lead consultant (Above three years) - 2 points <p>Technical staff:</p> <ul style="list-style-type: none"> • At least one of the staff a graduate with relevant degree - 4 points • Or with Higher National Diploma - 2 points • Or with Ordinary Diploma - 1 point 	

3	Work plan and Methodology	30
	<p>Ability of the consultant's proposed team to demonstrate that:</p> <ul style="list-style-type: none"> i. They have a full understanding of the institutions requirements- 6pts ii. They work together as a team, and demonstrate complimentary skills- 6pts iii. Clear evidence of quality control and professional standards adhered-6pts iv. Overall work plan presentation & methodology. Work plan to include time frames, deliverables, milestones manpower requirements etc. -6pts v. Proposed completion dates being within the timelines provided in the bid- 6pts 	
4	Financial Stability	30
	<ul style="list-style-type: none"> I. Evidence of profit making in the attached 3 years audited reports 8 point per year - 24 points II. Liquid assets and access to credit facilities and other financial activities -3 points III. Value of Business the firm has handled at once (Attach evidence): 3points 	

Each responsive proposal will be given a technical score (St). 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 the Appendix "ITC".

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE

TERMS OF REFERENCE FOR CONSULTANTS TO DEVELOP A FIVE YEAR STRATEGIC PLAN FOR THE COUNCIL OF LEGAL EDUCATION 2019/20-2023/24

BACKGROUND INFORMATION

The Council of Legal Education is established under the Legal Education Act, No. 27 of 2012 of the Laws of Kenya (hereinafter the Council). The core functions of the Council are to regulate, license and supervise legal education providers, advice the Government on matters relating to legal education and training, equate and recognize foreign qualifications and administer, Bar Examinations.

OBJECTIVE OF THE ASSIGNMENT

The objective for development of a Strategic Plan is to provide a road map and strategic direction for CLE for the period 2019/2020 to 2022/23 based on the Council's existing resources and capabilities in order to facilitate the achievement of its mandate and responsibilities.

The 5 year strategic plan will to guide Council of Legal Education (CLE) in implementation of prioritized plans, programs and activities. The strategic plan will be aligned to the Constitution of Kenya 2010, vision 2030, Legal Education Act 2012 and other Government policy documents.

The Consultant will develop Council of Legal Education (CLE) Strategic Plan (2018/19 - 2022/23). The Consultant shall review CLE's performance in the current plan period (2014-2018) and prepare an end of term review report for CLE's 2014-2019 Strategic Plan highlighting performance gaps, challenges experienced, lessons learnt, gaps witnessed and changes in operational environment among other strategic factors and utilize the information to formulate the new 5-year Strategic Plan for the Council.

SCOPE OF WORK

General

The Consultant shall perform all tasks necessary as per these Terms of Reference including coordinating stakeholders meetings; round table discussions with the Council members, Management Team, staff; all technical studies; field investigations and related services in order to develop a road map and programs and communicate the Councils strategies for the period 2018/1219 to 2022/23. In carrying out the assignment, the Consultant shall cooperate fully with the concerned agencies of the Government of Kenya. The Consultant shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outlined in the Terms of Reference.

Detailed Scope of works

- i. Hold initial meeting with top management of CLE with a view of articulating the consultants understanding of the Mandate and scope of business of Council of Legal Education, the methodology and work plan for undertaking the assignment;

- ii. Prepare for strategic planning workshop with Council and top management process and approach to be used, facilitate strategic planning workshop with the aim of providing induction of participants into the most important aspects of strategic planning to allow effective and productive contribution to the process and discuss and agree the integral ingredients of the draft strategic plan.
- iii. Formulate the Corporate goal(s) of CLE that will inform its Strategic Direction
- iv. Identify the appropriate strategic direction for CLE and formulate SMART strategic objectives aligned to it.
- v. Review and submit a report on the assessment level of implementation and achievement of the 2014 - 2018 CLE strategic plan.
- vi. Review vision and mission statement of CLE with a view to aligning them to the new strategic direction.
- vii. Formulate Strategies, Key Result Areas and Key (KRA's) and Performance Indicators (KPI) for the achievement of the strategic objectives and determine the baseline for each KPI.
- viii. Identify verifiable outcomes linked to the strategic objectives, strategies and KPIs
- ix. Review of institutional capacity, organizational set up, financial and administrative systems against CLEs mandate and the identified strategic objectives and KRAs and make recommendations.
- x. Undertake stakeholder mapping and analysis and establish their role and expectations
- xi. To ensure the goals, objectives, strategies and activities of CLE are harmonized with the relevant Laws, SDGs and current Government policies in particular the Vision 2030.
- xii. Develop a strategic model and result based implementation matrix/ logical framework for the strategic plan with clear time frames, expected outputs, performance indicators and clear annual targets to help council in achieving the strategic plan.
- xiii. Determine the sequencing of programs / activities over the life of the plan and clearly define the implementation strategy/plan
- xiv. Define the resource requirements for implementing the plan which include but is not limited to relevant projected costs of implementing the strategic objectives of the planned activities, strategies for the plan, advise on the resourcing of the activities proposed in the strategic plan and how they may be obtained
- xv. Present a draft strategic plan to an internal consultative forum to validate or otherwise make constructive input into the draft.
- xvi. Organize internal and external stakeholders' forums for validation. CLE to meet the costs
- xvii. Present a final professionally prepared strategic plan acceptable to the Council.

METHODOLOGY AND WORK PLAN

The Consultants will be required to indicate the methodology to be applied in implementing the assignment, with a clear indication and justification for the techniques to be used in carrying out the assignment.

The consultant is expected to have a work plan clearly detailing all the activities to be conducted during the assignment in a sequential manner, their timelines and the deliverables linked to each.

The Consultants will be required to carry out detailed desktop research as well as source information from comparable agencies for purposes of benchmarking against best practices.

DELIVERABLES

The Consultants are expected to develop a final acceptable strategic plan fully aligned to the mandate of CLE.

The expected duration of the consultancy is a maximum of 3 months upon inception.

Specifically, the following are the expected deliverables of the consultancy, which will incorporate the expected outputs.

S/NO.	DELIVERABLES	EXPECTED DELIVERY TIMELINE FROM COMMENCEMENT
1.	Inception report, including a detailed work programme, showing the activities to be performed on a weekly basis for the duration of the consultancy	
2.	Internal stakeholders workshop	

	(Council, management and staff)	
3.	External stakeholders	
4.	CLE 2014 - 2018 strategic plan review report	
5.	Facilitate 5 day workshop with CLE staff/ Strategic planning Steering committee	
6.	Facilitate a 2 day round table with Council	
7.	Draft Strategic plan and progress report	
8.	Stakeholder validation workshop inclusive of a report of the workshop	
9.	Final consultancy report Final acceptable CLE 2019-2023 strategic plan Abridged version of the strategic plan	

On submission of the reports and other documents the consultant will submit 3 acceptable hard copies and soft copies in MS Word and pdf format.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF COUNCIL OF LEGAL EDUCATION

The Council will make arrangements with relevant government offices to enable the consultants collect information required to undertake the assignment; if need be.

In addition, CLE will:

- i. provide copies of the constitution of Kenya 2010, the Legal Education Act 2012, and the attendant Regulations;
- ii. Nominate a liaison officer who will maintain regular contact with the consultant on matters regarding this consultancy;
- iii. Organize and meet the cost of stakeholders' validation workshop, steering committee meetings; and capacity building venue
- iv. Review reports/documents submitted by the consultant and give feedback to the consultant accordingly as provided for in the TORs; and
- v. Provide the consultant with any other relevant assistance that may be required during the execution of the contract

ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANT

The consultant will:

- (i) Operate from its offices other than in exceptional situations and provide own manpower, work facilities, equipment, stationery, supplies and all operational requirements to carry out the assignment and provide the services required;
- (ii) ensure that there is high quality of service rendered;
- (iii) liaise with the CLE on a regular basis in order to report progress;
- (iv) communicate, in writing, to CLE any issues and/or concerns that may affect performance of the consultancy in the course of the assignment; and
- (v) Produce and submit acceptable reports to CLE and perform activities mentioned in the TOR within the agreed timelines.

COMPETENCE AND EXPERTISE REQUIREMENTS

FIRM QUALIFICATIONS

The Consultancy firm should demonstrate with supporting documentary evidence that it has over three years' experience in the delivery of consultancy work, development of strategy documents and that it has carried out at least five (5) similar assignments in the Kenyan public sector over the last three years. The Consultancy firm shall provide all the necessary technical and administrative personnel needed to carry out the services under the contract.

STAFFING

The consulting firm shall have a mixture of relevant qualifications and expertise towards ensuring quality delivery of the assignment. The Consultant will determine the number and levels of support staff required to complete the assignment on time. In any case the Consultant's proposal will be evaluated based on the list of key staff whose qualification is listed below.

TEAM LEADER

- (i) Should have a minimum of a Master's degree
- (ii) At least 10 years' Experience in preparation of strategic plans or similar assignments
- (iii) Has carried out at least five (5) similar assignments in the development of a strategic plan for a public sector institution

ASSOCIATE CONSULTANTS

The team members should possess diverse skills (strategic management, public finance and economics/statistics backgrounds) who **must** have participated in development of a strategic plan for public sector institution.

Signed CVs of the Team leader and Associate Consultants by each respective owner must be submitted together with certified copies supporting qualification documents.

Structure of the Strategic Plan

Specifically, the Consultant shall review the CLE 2014-2019 Strategic Plan, Evaluate Key Result Areas, Strategic Objectives, Key Performance Indicators/ Monitoring Outcome, Responsibilities, Timeframe, achievements (successes/failures), challenges, lessons learnt and submission of the detailed report.

The Consultant shall develop a five year Strategic Plan for the period 2019 - 2023

The Developed Strategic Plan to clearly address, among others, the following:

Executive Summary

Introduction

- ❖ Preamble
- ❖ Background
- ❖ Mandate
- ❖ Policy Priorities
- ❖ Objectives
- ❖ Organization of the Plan

SWOT and Stakeholders Analyses

- ❖ SWOT Analysis
- ❖ Stakeholders Analysis

Situation Analysis

- ❖ Internal Environment
- ❖ External Environment
- ❖ CLE linkage to Kenya Vision 2030

Strategic Focus

- ❖ Overview
- ❖ key result areas
- ❖ Strategic Goals
- ❖ Strategic Priorities

Implementation, Monitoring and Evaluation of the Plan

- ❖ Ownership of the Strategic Plan
- ❖ Critical Success Factors
- ❖ Monitoring, Reporting and Evaluation

Implementing the proposed Organization Structure

- ❖ Key issues and strategies (Implementation Matrix)
- ❖ Detailed implementation frame work in, matrix form
- ❖ Giving appropriate weight to the Key Performance indicators/Monitoring outcomes
- ❖ Strategic direction and supporting strategic objectives
- ❖ Risks that need to be mitigated to deliver the strategy

Institutional Review

- ❖ Identity
- ❖ Mandate
- ❖ Core Functions
- ❖ Policy Priorities
- ❖ Vision
- ❖ Mission Statement
- ❖ Core Values
- ❖ Governance & Management Structure
- ❖ Current Organization Structure
- ❖ Current Staffing Levels, skills and competence against the minimum requirements to deliver the strategy
- ❖ Review Organization Structure to identify any gaps or duplications of roles to facilitate effective and efficient delivery of the strategy
- ❖ Functions, duties and responsibilities of the various administrative organs.
- ❖ Key Milestones & Achievement
- ❖ Financial Performance

The Plan to also include the Following:

- ❖ Overview
- ❖ Methodology of Developing the Plan
- ❖ Organization of the Plan
- ❖ Appendices
- ❖ List of figures
- ❖ List of tables
- ❖ Abbreviations

S/NO.	DELIVERABLES	%
1.	Inception report, including a detailed work programme, showing the activities to be performed on a weekly basis for the duration of the consultancy (This activity is resultant from Inception meeting)	0%
2.	CLE 2014 - 2018 strategic plan review report	10%
3.	Internal stakeholders workshop (Council, management and staff) External stakeholders workshop Facilitate 5 day workshop with CLE staff/ Strategic planning Steering committee Facilitate a 2 day round table with Council	40%
4.	Draft Strategic plan and progress report Stakeholder validation workshop inclusive of a report of the workshop	25%
5.	Final consultancy report Final acceptable CLE 2019-2023 strategic plan Abridged version of the strategic plan	25%

“Appendix A”

(Amendments to Instructions to Bidders)

Clause 1.1 and 2.1

2.1 The name of the Client is: the Council of Legal Education

The method of selection is Quality and Cost Based Selection

Under this method the Technical and Financial Proposal are submitted simultaneously in separate sealed envelopes. (Two Envelope System) Evaluation of Proposal is carried out in two stages: 1. Quality and 2. Cost

1.1 Technical and Financial Proposals are requested: Yes

The name(s), address (es) and telephone numbers of the Client’s official(s) are:

1. Assistant Director
Finance Planning and Administration
Council of Legal Education
P.O. Box 829-00502,
Karen-Nairobi
ISDN Line. 0206980100

1.4 The Client will provide the following inputs

- (a) Letter of Introduction
- (b) Liaison Team in the Council
- (c) Office Space

2.1.5 (ii) The estimated number of professional staff months required for the assignment shall be as proposed by the bidder.

2.1.6 Taxes: VAT to be quoted and be separated from the Consultancy fee

2.5.2 Consultants must submit an original and three additional copies of each proposal.

2.5.3 The minimum technical score required to pass is 70 points

2.5.4 The weights given to the Technical and Financial Proposals are:

T= 80

P=20

SECTION VI: - TECHNICAL PROPOSAL

These forms shall include

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your Request for Proposal
dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes
this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last three Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country						
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):						
Name of Client:	Clients contact person for the assignment.						
Address:	No of Staff-Months; Duration of Assignment:						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Start Date (Month/Year):</td> <td style="width: 33%; border: none;">Completion Date</td> <td style="width: 33%; border: none;">Approx. Value of Services (Kshs)</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">(Month/Year):</td> <td style="border: none;"></td> </tr> </table>		Start Date (Month/Year):	Completion Date	Approx. Value of Services (Kshs)		(Month/Year):	
Start Date (Month/Year):	Completion Date	Approx. Value of Services (Kshs)					
	(Month/Year):						
Name of Associated Consultants. If any: No of Months of Professional	Staff provided by Associated Consultants:						
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:							
Narrative Description of project:							
Description of Actual Services Provided by Your Staff:							

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

1. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION VI: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part as follows:
 1. Financial proposal submission Form
 2. Summary of costs
 3. Breakdown of price/per activity
 4. Breakdown of remuneration per activity
 5. Reimbursable per activity
 6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____			
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount	
Regular staff (i) (ii) Consultants Grand Total					

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
4.	Grand Total				

SECTION VII:

C O N T R A C T F O R C O N S U L T I N G S E R V I C E S

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____)day of the month of _____[month], [year], between _____, [name of client] of [or whose registered office is situated at]_____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client 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 Client 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 Client

(v)

2. The mutual rights and obligations of the Client 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 Client 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 client]*

[full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. 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 laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by 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” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired 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 Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to 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 Client may approve.
- 1.6 Authorized Representatives’** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(viii)

- 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 and 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 Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to 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 Client 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 judgement of the Client, 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 offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, 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 Client of the benefits of free and open competition.

(e) if the Client in his sole discretion decides to terminate this Contract.

**2.6.2 By the
Consultant**

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

- (a) if the Client 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 Client 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 Personnel and their eligible dependents.

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 Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

Conflict of Interests

1.2

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole 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 Client 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 Client 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 Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.
- 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 Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior 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 and Sub consultants").

- 3.6 Reporting Obligations** The Consultants shall submit to the Client 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 of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant **Property** shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client 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 described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel**
- (a) Except as the Client 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 Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (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 CLIENT

- 5.1 Assistance and Exemptions** The Client 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 Client 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 shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, 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.
(c) 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 Client 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 Client 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 rate for base lending .

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.

(xvi)

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 such amicable 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.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the
Clause General Conditions of Contract

1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: COUNCIL OF LEGAL EDUCATION

Telephone: 020-6980100

Telex; _____

Facsimile: _____

Consultant _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: Assistant Director, Finance Planning and Administration

For the Consultant: _____

2.1

The date on which this Contract shall come into effect is the date on the Contract Signed by all parties or such other date as may be agreed in writing by the two parties.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____

2.3 The period shall be _____ *[length of time]*.

Note: *Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.*

3.21. Shall not apply

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.3.1.1.1 Payments shall be made according to the agreement made during negotiation

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 Client, 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, state here "Not applicable."

APPENDIX C- KEY PERSONNEL AND SUBCONSULTANTS

- 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: CONSULTANT'S REPORTING OBLIGATION

APPENDIX G : Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursable

	Rate	Days	Total
(a)	Air Travel		
(b)	Road Transportation		
(c)	Per Diem		
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

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) _____

SIGNED FOR ACCOUNTING OFFICER