



**COUNCIL OF LEGAL EDUCATION**

**REQUEST FOR PROPOSALS (RFP)**

**TENDER NO. CLE /02/2020-2021**

**INDIVIDUAL CONSULTANCY FOR THE DEVELOPMENT  
OF THE ADVOCATES TRAINING PROGRAMME (ATP)  
CURRICULUM**

**OCTOBER 2020**

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## **INTRODUCTION**

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for the selection of individual consultants who are also regulated by their professional institutions or associations as opposed to the selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering, or request for proposals.
3. The general conditions of the Contract in the Standard Contract Form should not be modified. Instead, the special conditions of the Contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

## **SECTION I - LETTER OF INVITATION**

Dear Sir/Madam

Date: 6<sup>TH</sup> October 2020

1.1 The Council of Legal education invites proposals for Individual Consultancy for the Development of the Advocates Training Programmed (ATP ) Curriculum. More details of the services are provided in the Terms of Reference herein.

1.2 The Request for proposal (RFP) includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Consultants
- Section III - Terms of reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Forms

Bidders who download the tender documents must register them by giving their contact details and tender reference to the procurement office using the council's official email: [info@cle.or.ke](mailto:info@cle.or.ke) and providing the following details:

Tender No: Description, Name of firm, Address and telephone Number.

All Bidders will be required to provide a tender security of Kes. 70,000/= (Seventy Thousand Shillings only) in the form and amount specified in the tender documents.

Completed documents placed in plain sealed envelopes clearly marked with the appropriate tender description and number should be addressed and posted to the:

**Secretary/Chief Executive Officer**

**Council of Legal Education  
P.O Box 829-00502  
KAREN  
Tel +254 20 6980100**

or be deposited in the tender box located at the Council Officers Karen Office Park, Acacia Block 2<sup>nd</sup> floor so as to be received on or before Wednesday 21<sup>st</sup> October 2020 2020 at 12.00 NOON

Tenders will be opened immediately thereafter at the Council's boardroom in the presence of tenderers or their representatives who wish to attend.

Council does not bind itself to accept the lowest tender or any tender.

**SECRETARY/CHIEF EXECUTIVE OFFICER  
COUNCIL OF LEGAL EDUCATION**

## SECTION II - INFORMATION TO CONSULTANTS

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## **SECTION II - INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

2.1.1 The Council of Legal education will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case, the highest-ranked individual Consultant in the technical proposals shall be invited to negotiate a contract based on the set scale of fees. The technical proposals will be the basis for contract negotiations and, ultimately, for a signed contract with the selected individual Consultant.

2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.

2.1.5 The Client will provide the inputs and services specified in the special conditions of the Contract needed to assist the individual Consultant in carrying out the assignment.

- 2.1.6 The cost of preparing the proposal and negotiating the Contract, including any visit to the procuring entity, is not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members, and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.8 Consultant will have required to submit a Tender security of Kes. 70,0009 (Seventy Thousand shillings only) 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 Regulatory Authority) valid for 120 days from the date of closing the tender.

## **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax, or email to the procuring entity's address indicated in the special conditions of Contract. The procuring entity will respond by post, fax, or email to such requests. It will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may, for any reason, either at its initiative or in response to a clarification requested by an intended individual



consultant, amend the RFP. Any amendment shall be issued in writing, fax, or email to all invited individual consultants and will be binding on them. The procuring entity may, at its discretion, extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than seven (7) days before the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within three (3) days of receiving the Request to enable the tenderer to make timely submission of its tender.

### **2.3 Preparation of proposals**

2.3.1 The individual Consultant's proposal shall be written in the English language.

2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting of the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical proposal, the individual Consultant must give particular attention to the following:

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment, he/she may suggest in the proposals other individuals who will assist in the assignment but, they will not be a party to the Contract for the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment.

Any individual consultant in contravention of this requirement shall automatically be disqualified.

- (b) All the staff who will be involved in the exercise of the proposals to the Consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants' CV and a brief of any recent experience of assignment of a similar nature. For each assignment, the submission should indicate the profiles of staff involved, contract amount, and the individual Consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of services and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of Contract.

2.3.5 The Technical Proposal shall be separate from the financial proposal and shall not include any financial information.

## 2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required to complete the assignment as outlined in the RFP documents. The financial proposal will, therefore, be quoted in fees per day or month. The financial

proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period, the individual Consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make the best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the Consultant.

## **2.5 Submission, Receipt, and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. The individual Consultant must initial any such corrections.

2.5.2 For each proposal, the individual consultants shall prepare the proposals in the Number of copies indicated in the special conditions of Contract. 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.

2.5.3 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 duly marked “FINANCIAL PROPOSAL.” Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and marked “**DO NOT OPEN**” before **Wednesday 21<sup>st</sup> October 2020 at 12:00 Noon**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual Consultant unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the individual Consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals, the outer envelope, and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual Consultant’s Number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

## **2.6 Evaluation of the Proposal (General)**

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so

in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the Evaluation of proposals companion proposals or awards of Contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which, in any case, will remain sealed until the technical Evaluation is concluded or finalized.

## 2.7 Evaluation of Technical Proposals

2.7.1 The Evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the Evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

<i>Item</i>	<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
1.	<i>Doctorate Degree in Law</i>	30	30
2.	<i>A minimum of 10 years of professional experience working as a law lecturer</i>	20	20
3.	<i>A minimum of 10 years of professional experience in the justice sector or as a litigator.</i>	20	20
4.	<i>Experience in program and curriculum design</i>	30	30
	<b><i>Total</i></b>	<b><i>100%</i></b>	<b><i>100</i></b>

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of a proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (S.T.). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of Evaluation. The respective financial proposal will be returned to the individual Consultant, unopened.

## **2.8 Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the Evaluation of Technical proposals, the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were non-responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them of the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The procuring entity shall open the financial proposals in the presence of the individual consultants who choose to attend the opening. The name of the individual Consultant, the technical score, and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (S.F.) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times F.M./f$  where

$S_f$  is the financial score

$F_m$  is the lowest fee quoted and

$F$  is the fee of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual Consultant's proposals will be ranked according to their combined technical score ( $s_t$ ) and financial score  $S.F.$ ) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = S_T \times T\% + S_F \times P\%$$

Where  $S$  are the total combined scores of technical and financial scores

$S_t$  is the technical score

$S_f$  is the financial score

$T$  is the weight given to the technical proposal and

$P$  is the weight given to the financial proposal

Note  $P + T$  will be equal to 100%

The individual Consultant achieving the highest combined technical and financial score, will be invited for negotiations.

## 2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual Consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff, and any suggestions made by the individual Consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form Part of the Contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual Consultant whose proposal achieved the second-highest score to negotiate a contract.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded before the commencement of negotiations. After negotiations are completed, the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical Evaluation.

2.10.2 The selected individual Consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants, or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

2.11.1 Information relating to Evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process until the winning individual Consultant has been notified that he/she has been awarded the Contract.



## **SECTION III- TERMS OF REFERENCE (TOR)**

**TENDER NO. CLE/02/2020-2021**

**INDIVIDUAL CONSULTANCY FOR THE DEVELOPMENT OF THE ADVOCATES TRAINING PROGRAMME (ATP) CURRICULUM**

### **A. BACKGROUND INFORMATION**

The Council of Legal Education (CLE) is a statutory body established by the Legal Education Act No. 27 of 2012 with the objective of:

- (a) Promoting legal education and training, and the maintenance of the highest possible standards in legal education; and
- (b) Providing a system to guarantee the quality of legal education and legal education providers.

In its endeavor to ensure that the country produces a competent workforce to advance the administration of justice in Kenya, the Council of Legal Education proposes to undertake a comprehensive review of the Advocates Training Programme curricula. The review, it is anticipated, will herald the conceptualization of draft curriculum on clinical legal education necessary to develop human resources and idealism needed to strengthen the legal system and improve access to justice in Kenya.

### **B. OBJECTIVES OF THE ASSIGNMENT**

The objective of this consultancy is to:

1. Review of existing Advocates Training Programme curriculum and submit an inception report outlining recommendations in line with international norms, standards, and best practices;
2. Organize and conduct consultative meetings with relevant stakeholders to better understand the impact of the Curriculum as is and current challenges in the implementation and delivery of the programme;

Based on inputs collected under Task 1, as well as suggested policy directives from the Council and key stakeholders and based on the inception report and consultations with and recommendations by stakeholders, develop a comprehensive feasibility Report that should conceptualize and isolate specific strategies for implementing the envisaged Curriculum.

1. Based on selected international models and best practice from relevant legal and educational systems, and the needs and capacities of the profession, draft the Curriculum with all associated materials;
2. Present the Curriculum to stakeholders at a Conference organized by the Council for purposes of validation.

**C. EXPECTED OUTPUTS AND DELIVERABLES**

The Council of Legal Education will supervise service provision, working in continuous collaboration with the Consultant.

The service deliverables, including papers and relevant materials, will be available for future use by Council and relevant stakeholders.

The Consultant is responsible for the following deliverables:

No.	Deliverables / outputs	No, of days per task
1	<p><b>Task 1: Map worldwide, as well as the regional orientation of Bar Curriculums</b></p> <p>Mapping report produced and approved by the Council</p>	Five (5) expert days
2	<p><b>Task 2: Conduct consultation meetings with stakeholders</b></p> <p>Report of stakeholder engagements.</p>	Seven (7 )expert days

3	<b>Task 3: Produce a draft feasibility report with multiple scenarios/options</b> <ul style="list-style-type: none"> <li>Feasibility report produced and approved by the Council</li> </ul>	Ten (10) expert days
4	<b>Task 4: write the Curriculum</b> The course curriculum is written and submitted to the Council.	Fifteen (15) expert days
5	<b>Task 5: Present the Bar Curriculum to Stakeholders for Validation</b> Stakeholders comments reports	Three (3) expert days
6	<b>Task 6: Submission of Final Draft to Council</b>	

The Consultant will be responsible for the following deliverables:

- Inception Report:** The inception report shall include a summary of curriculums reviewed, proposed recommendations, and possible constraints with regard to the proposed changes.
- Consultations:** Conduct consultative meetings with relevant stakeholders to learn about on- the ground practices, including the challenges in implementation and monitoring, and to discuss possible actions to overcome these challenges.
- Feasibility Report:** comprehensive assessment of the Curriculum proposing recommendations and outlining possible constraints and possible actions.
- Model Curriculum:** Based on international models and practices, develop a model curriculum consideration by Council.

#### **D. INSTITUTIONAL ARRANGEMENT**

The Consultant is expected to work in consultation with the Council. The Consultant will be accountable to the Chief Executive Officer, Council of Legal Education, for each deliverable as stipulated in the proposal. When needed on

Request by either party, meetings will be held for updates. The Council will organize a briefing and debriefing meeting.

**E. DURATION OF THE WORK**

The assignment will take about five (**5 weeks**) and is expected to start in mid-November 2020. The Consultant should develop a clear timeline while submitting the proposal taking into consideration the estimated time duration for each deliverable as stipulated above.

**F. COMPETENCIES & EXPERTISE REQUIRED**

**i. FUNCTIONAL COMPETENCIES**

1. Knowledge about the CLE core mandate and functions;
2. Proven strong analytical abilities;
3. Ability to work under pressure with several tasks and various deadlines;
4. Ability to actively generate creative, practical approaches and solutions to overcome challenging situations;
5. Excellent writing, presentation/public speaking skills;
6. A pro-active approach to problem-solving;
7. General IT Literacy

**ii. REQUIRED SKILLS AND EXPERIENCE**

The Consultant must have:

1. At least a Doctorate in Law
2. LL.M degree from a recognized University
3. LL.B. degree from a recognized University
4. At least ten (10) years' of professional experience working as a law lecturer
5. At least ten (10) years' of professional experience in the justice sector or as a litigator.
6. Experience in the region or similar context is an added advantage
7. Be an advocate of the High Court of Kenya in good standing.

**iii. LANGUAGE REQUIREMENT**

Fluency in written and spoken English is required

## G. APPLICATION PROCESS

Interested persons must submit the following as proposals to demonstrate their qualifications.

- A letter indicating why the Consultant considers himself/herself suitable for the required consultancy;
- Lump-sum financial quotation, with a breakdown of daily consultancy fee, daily subsistence allowance as applicable - clearly indicate the breakdown of daily fee and Number of days of work;

### (a) Mandatory Requirements

NO.	MANDATORY REQUIREMENT	YES	NO
1.	Valid PIN certificate		
2.	Tender security of Kes. 70,000 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 Regulatory Authority) valid for 120 days from the date of closing the tender.		
3.	Copy of valid Tax compliance certificate from KRA		
4.	Permanently bind their bid document and fully paged (Serialization)		
5.	Evidence of Current membership with Law Society of Kenya (LSK)		
6.	A complete the Attached Confidential Business questionnaire		
7.	At least two references from recent previous jobs or contact details of three referees		

Note: A bidder is required to meet all the above mandatory requirements to move to the detailed technical evaluation stage

### (b) Technical qualification and Evaluation

Item	Criteria	Weight	Max. Point
1.	Doctorate in Law	30	30
2.	A minimum of 10 years of professional experience working as a law lecturer	20	20
3.	A minimum of 10 years of professional experience in the justice sector or as a litigator.	20	20
	Experience in program and curriculum design	30	30
	<b>Total</b>	<b>100%</b>	<b>100</b>

*Only candidates obtaining a minimum of 70 points would be considered for the Final Evaluation*

#### **H. EVALUATION**

Individual consultants will be evaluated based on the following methodology:

##### **Cumulative analysis**

When using this weighted scoring method, the award of the Contract should be made to the individual Consultant whose offer has been evaluated and determined as:

- responsive/compliant/acceptable, and
- having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation,
  - Technical Criteria weight-70%
  - Financial Criteria weight- 30%

#### **I. AWARD CRITERIA**

The consultancy will be awarded to the highest qualified Applicant through the combination of technical qualifications and financial offer.

## **SECTION IV - TECHNICAL PROPOSAL (T.P.)**

### **Notes on the Preparation of Technical Proposals**

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the Consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the Consultant on the terms of reference, personnel, facility, and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

*(to be prepared by the Consultant as appropriate)*

## **SECTION V- FINANCIAL PROPOSAL (F.P.)**

### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

*(to be prepared by the Consultant as appropriate)*



## **SECTION VI - STANDARD CONTRACT FORM**

INDIVIDUAL PROFESSIONAL CONSULTANTS  
(Lump-sum payment)

The procuring entity shall complete the contract form after the award of the Contract and negotiation of the Contract. It will be signed by both parties pursuant to the information to consultants clause 2.10.2

## 1. STANDARD CONTRACT FORM

### INDIVIDUAL PROFESSIONAL CONSULTANTS (LUMP-SUM PAYMENTS)

This Agreement, [hereinafter called “the Contract”] is entered into this \_\_\_\_\_  
[insert starting date of assignment], by and between.

\_\_\_\_\_ [insert Client’s name] of [or whose  
registered office is situated at] \_\_\_\_\_ [insert  
Client’s address] (hereinafter called “the Client”) of the one part AND

\_\_\_\_\_ [insert Consultant’s name] of [or  
whose registered office is situated at] \_\_\_\_\_  
\_\_\_\_\_ [insert Consultants address ] (hereinafter called “the Consultant”) of the  
other part.

WHEREAS the Client wishes to have the consultant perform the services  
[hereinafter referred to as “the Services,” and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform

the Services.

- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

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

3. **Payment**        A.     **Ceiling**  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

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

Kshs. \_\_\_\_\_ upon the Client’s Receipt of the

The draft report, acceptable to the Client; and

Kshs. \_\_\_\_\_ upon the Client's Receipt of the  
Final report, acceptable to the Client.

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

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the 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.

4. **Project Administration**      A.

Coordinator

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

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the

basis for the payments to be made under paragraph 3.

- 5      **Performance Standards**      The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
  
6.      **Confidentiality**      The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
  
7.      **Ownership of Material**      Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
  
8.      **Consultant Not to be Engaged in certain Activities**      the Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Consultant

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

“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: The quality and Cost Based Selection

Under this method, the Technical and Financial Proposal is 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. Secretary/CEO

Council of Legal Education

P.O. Box 829-00502,

Karen-Nairobi

ISDN Line. 0206980100

2, The Director

Quality Compliance and Licensing Department

Council of Legal Education

P.O. Box 829-00502,

Karen-Nairobi

ISDN Line. 0206980100

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

2.5.2 Consultants must submit an original and one additional copy of each proposal.

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

T= 70

P=30



**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c ) whichever applies to your type of business; and Part 3. If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization

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

**Part 1 - General**

- 1.1 Business Name.....
- 1.2 Location of Business Premises.....
- 1.3 Plot No..... Street/Road.....
- Postal Address .....
- Tel No. .... Fax.....
- E- mail .....
- 1.4 Nature of Business ,.....
- a. Registration Certificate No. ....
- 1.6 Maximum Value of Business which you can handle at any one time KES.....
- 1.7 Name of your Bankers .....Branch.....

**Part 2 (a) - Sole Proprietor**

- 2a.1 Your Name in Full .....Age .....
- 2a.2 Nationality .....Country of Origin.....
- Citizenship Details.....

**Part 2 (b) Partnership**

- 2b.1 Give details of Partners as follows:
- 2b.2 Name, Nationality Citizenship Detail, Shares
  - 1.....
  - 2.....
  - 3.....
  - 4.....

**Part 2 (c) - Registered Company**

2c.1 Private or Public .....

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

Nominal KES .....

Issued KES .....

2c.3 Give details of all Directors as follows

Name	Nationality	Citizenship	Details	Shares
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1.....

2.....

3.....

4.....

5.....

**Part 3 - Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Council? Yes \_\_\_\_\_ No \_\_\_\_\_

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

.....  
.....

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

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

.....  
.....

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

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

.....

...../.....

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

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

.....

3.9 Have you offered or given anything of value to influence the procurement process?  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date ..... Signature of Candidate.....

Official stamp.....

**SECTION VII. ETHICS AND INTEGRITY PACT**

**TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES OR CONSULTANCIES TO COUNCIL OF LEGAL EDUCATION**

**Bidder’s undertaking on Ethics and Integrity**

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

1. I understand that CLE is a law-abiding institution and I undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I shall not engage in any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, canvassing and other related corrupt practices.
2. I shall not offer any bribe, gift, entertainment or any other undue benefit directly or indirectly to any officials of the CLE or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the services herein or the performance of any contract arising from the procurement process.
3. I undertake to report to the CLE, Ombudsman and the Ethics & Anti-Corruption Commission any acts of corruption and unethical practice by any official of CLE, any other person that come to my knowledge in the course of procuring the provision of the services herein or the performance of any contract arising therefrom.
4. In bidding for the services herein and in the course of any contract that may arise therefrom, I shall not make any statement which is untrue based on my knowledge, information and belief. I shall fully and truthfully declare my ability to provide the

services and will not bid for the provisions of services which I do not have the capacity to provide whether at all or under the terms required by CLE.

5. I declare that I have the legal and operational capacity to make a bid for the services herein, including but not limited to the fact that I am not an undischarged bankrupt, under receivership or in liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make my bid or ability to provide the services herein legally or operationally untenable.
6. I declare that there is no conflict of interest situation existing between myself on the one hand and the CLE on the other with regard to the provision of the services herein that would make my bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I shall fully and truthfully declare such conflict to the CLE.
7. I understand that the violation of this pact may lead to the disqualification my bid, to the termination of any contract or obligation between myself and CLE and my prosecution.

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