



In Search of Better Health

KENYA MEDICAL RESEARCH INSTITUTE (KEMRI)

REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TOWARDS
RECERTIFICATION OF THE INSTITUTE ON ISO 9001:2015 STANDARD

KEMRI/HQ/021/2020-2021

(RFP)

(SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS)

TENDER NO. KEMRI/HQ/020/2020-2021

NOTICE DATE: TUESDAY 10TH NOVEMBER, 2020

CLOSING DATE: TUESDAY 17th NOVEMBER, 2020

All correspondence to:

THE DIRECTOR
KENYA MEDICAL RESEARCH INSTITUTE
P.O. BOX 54840-00200

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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 selection of individual consultants who are also regulated by their professional institutions or associations as opposed to 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 contract in the Standard Contract Form should not be modified and 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

To [name and address of consultant]

Date

Dear Sir/Madam,

- 1.1 The Kenya Medical Research Institute (KEMRI) invites proposals for **consultancy services** towards re-certification of the institute on ISO 9001:2015 standard
- 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
- 1.3 On receipt of this RFP please inform us
 - (a) that you have received the letter of invitation; and
 - (b) whether or not you will submit a proposal for the assignment

Yours sincerely.

THE DIRECTOR

KENYA MEDICAL RESEARCH INSTITUTE

P.O. BOX 54840-00200

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The Kenya Medical Research Institute 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 on the basis of 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 contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are 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 relative (spouse and children) are not eligible to participate in 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 three (3) 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 and 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 own 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 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 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 English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting 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 particulars 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 individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of 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) For all the staff who will be involved in the exercise of the proposals to 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 consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief 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 service 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 in completing 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 the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 120 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 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. Any such corrections must be initialed by the individual consultant.

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 clearly marked “DO NOT OPEN before **Tuesday 17th November, 2020 at 10:00AM**”

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 in the presence of the candidates or their representatives who choose to attend at the **Kenya Medical Research Institute (KEMRI at 10:00AM**. 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

- 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 proposal shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive proposal will be given a technical score (ST). 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 declared 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 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 financial proposals shall be opened by the procuring entity 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 (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times \frac{fm}{f} \text{ where}$$

Sf is the financial score
 Fm is the lowest fees quoted and
 F is the fees 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 (st) and financial score (sf) 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;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf 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 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.

INTRODUCTION

The Kenya Medical Research Institute (KEMRI) is a State Corporation. It was established through the Science and Technology (Amendment) Act of 1979. The Institute is one of the leading Health Research Institutions in Africa. KEMRI's mandates are as follows: -

- (a) To conduct research in Human Health.
- (b) To co-operate with other organizations and institutions of higher learning in training programmes and on matters of relevant research.
- (c) To liaise with other relevant bodies within and outside Kenya carrying out research and related activities.
- (d) To disseminate and translate research findings for evidence-based policy formulation and implementation.
- (e) To co-operate with the Ministry of Health, the Ministry for the time being responsible for research, the National Council for Science and Technology and the Medical Science Advisory Research Committee on matters pertaining to research policies and priorities.
- (f) To do all such things as appear necessary, desirable or expedient to carry out its functions.

KEMRI has grown from humble beginning 40 years ago to become a regional leader in Human Health Research. The Institute has ten (10) Centres; four (4) at KEMRI headquarters, three (3) at Kenyatta National Hospital; one (1) in Busia, one (1) in Kisumu and another one (1) in Kilifi.

As part of its strategy as well as government requirements, KEMRI intends to continue maintaining the ISO certification on the International standard ISO 9001:2015. The current ISO 9001:2015 certificate expired on 22nd August, 2020 and the Institute would like to engage the services of a potential certification Body to carry out re-certification on **ISO 9001:2015 Standard**

1. BACKGROUND AND PROBLEM STATEMENT

The Quality Management System has been established to effectively control and improve the Institute's operational quality, performance and customer satisfaction. The primary focus of this function is to improve the customer satisfaction levels, raise the product quality, improve internal working efficiency and give the Institute's strong credibility both locally and internationally. To continually improve the effectiveness of the Institutes Quality Management System the Institute following expiry of the current ISO 9001:2015 Certificate is seeking recertification on the revised standard - ISO 900:2015.

2. OBJECTIVE

To ensure the Institute will continue meeting requirements of ISO 9001: 2015 International standards. This will be achieved through ensuring that all administrative units are compliant to the requirements of ISO 9001:2015 International Standard including statutory and regulatory requirements.

3. SCOPE OF WORK

The selected bidder which shall be a certified body shall,

- i) Carry out certification audits as required
- ii) Conduct surveillance audits as required
- III) Issue certificates and other relevant documents after each audit

The certification will be in line with the new ISO 9001:2015 standard of the Quality Management System.

4.1 QUALIFYING CRITERIA/EVALUTION CRITERIA

The bidding firms shall be required to fulfill the following preliminary and technical requirements.

Firms shall be subjected to mandatory and technical evaluation and those that meet the two criteria shall proceed to the financial evaluation stage.

4.2 Mandatory requirements

1. Provide statutory registration documents i.e. copies of PIN, VAT Reg., Certificate of Incorporation/Reg., Tax clearance certificate, Physical address and telephone contact.
2. Provide evidence of having undertaken such certification services before in at least five national organizations within the last five years.
3. Copy of accreditation certificate and schedule of areas allowed to issue certificate.
4. Demonstrate financial and organizational strengths by attaching audited accounts for the last three years.
5. Provide C.Vs of Key Personnel expected to take a leading role in the certification process.
6. Experience in Medical Research related field will be an added advantage.

4.3 TECHNICAL PROPOSAL (TP)

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

It shall contain the following: -

- A brief description of your organization showing proof of past experience in undertaking similar services.
- Name of organization
- Physical location of the business premises
- Nature of assignment undertaken
- Country undertaken
- Name of contact person and telephone number
- Accreditation to carry out QMS certification
- The list of the proposed staff by specialty, the tasks that would be undertaken by each. The bidding firm should demonstrate availability of at least TWO Lead Auditors with over ten years' experience and three other support Auditors with over five years' experience. Attach the CVs of the Key Personnel proposed to spearhead the contract.
- Bidders are required to provide a work plan showing a breakdown of activity and time scale required to complete the above assignment up to certification level.

- Bidders should provide evidence that they have undertaken certification services in related organizations within the last three years. Copies of awarded certificates must be attached as proof.

4.4 Technical Evaluation

The technical evaluation will be done in line with the following broad criteria

NO.	Description	Max Score	Actual Score
1.	Company Profile	10	
2.	The Firm's general and specific experience in ISO 9001 Certification process	20	
3.	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference <ul style="list-style-type: none"> i) Technical approach and methodology (10) ii) Work plan (10) iii) Organization and staffing (10) 	30	
4	Evidence of accreditation to carry out ISO 9001 Certification.	10	
5.	Qualification, competence and experience of the consultants (see 4.2) above	30	
Total Score		100	

Only firm's that score 70% in the technical evaluation will proceed to the final stage i.e financial evaluation. Firms that score less than 70% shall be rejected at this stage.

4.5 FINANCIAL PROPOSAL (FP)

The financial evaluation will be done as follows: -

No.	Description	Max Score	Actual Score
1.	Mathematical errors, taxes, currencies etc.	20	
2.	Score from the overall quoted price determined from the formula $SF = Fm / Fx80$ (where SF is the financial score, FM is the	80	

	lowest price and F is the price of the quotation under consideration).		
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The weight given to the Technical and financial evaluations are:

Technical = 0.8

Financial = 0.2

NB

This is two envelope procurement where firms will be expected to submit documents with mandatory and technical requirements in one envelop and documents containing financial information in the other.

Special care should be given to all requirements of this TOR to ensure a bidder is not considered as unresponsive.

SECTION VI- STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultant's clause 2.10.2

SECTION VI- STANDARD CONTRACT FORM

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 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** The Contract shall be governed by the laws of

Contract and Language 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

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

2.

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary