REQUEST FOR PROPOSAL (RFP)

PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF STAFF IN HUMAN RESOURCE DEPARTMENT FOR KEMRI WELLCOME TRUST RESEARCH PROGRAMME (KWTRP) - KILIFI.

PROPOSAL NO. KWTRP/18/2024

JUNE 2024

REQUEST NO: KWTRP/15/2024 Provision of Consultancy Services for Recruiting of Staff in Human Resource Department
3rd June 2024

Dear Sir/Madam,

REQUEST FOR PROPOSAL (RFP) NO. KWTRP/18/2024: PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF STAFF IN HUMAN RESOURCE DEPARTMENT FOR KEMRI WELLCOME TRUST RESEARCH (KWTRP)- KILIFI.

1. Health Research Operations Kenya Limited, the operating legal entity for KEMRI Wellcome Trust Research Programme (KWTRP), without obligation on its part, invites bids for provision of the services on this tender.

2. This RFP is sent by email to the registered official company email address of the designated recipient. Bidders are required to acknowledge receipt of the RFP document by return of mail.

2.1 On receipt of this RFP please inform us
(a) that you have received the letter of invitation; and
(b) whether you will submit a proposal for the assignment

Important Instructions:

3. The whole tender document is to be printed, completed, and sealed in a plain enveloped clearly marked with the tender number and title. Each page of the tender document should be signed/initialed accordingly.

4. Sealed bids marked "KWTRP/18/2024: PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF STAFF IN HUMAN RESOURCE DEPARTMENT FOR KEMRI WELLCOME TRUST RESEARCH (KWTRP)- KILIFI " must be deposited in the tender box located at the Main gate in KEMRI -KILIFI or emailed to purchasing@kemri-wellcome.org before Thursday 18th June 2024, 14.00 hours.

4.1 Bulky quotes shall be presented to the procurement office for receiving and safe keeping. Bidders must ensure that their documents have been stamped as received and recorded in the register for bulky tenders.
4.2 Late bids or incomplete bids will not be accepted under any circumstances.
4.3 Bids must be typed; handwritten quotes will not be accepted.

5. Upon the award of Tender to the successful bidder the service shall be provided with the highest standards of professional and ethical competence and integrity, together with fulfillment of all applicable legal requirements.

6. The service to be provided under this tender is detailed under 2nd Schedule (Scope of works). Any subsequent amendments shall be notified in writing to bidders.

Timetable:

3. The bidder is advised to acquaint themselves with the following critical tender dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Venue</th>
<th>Date</th>
<th>Time</th>
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REQUEST NO: KWTRP/15/2024 Provision of Consultancy Services for Recruiting of Staff in Human Resource Department
<table>
<thead>
<tr>
<th></th>
<th>Event</th>
<th>Location</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>1</td>
<td>Clarification Meeting</td>
<td>KWTRP Offices</td>
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<tr>
<td>2</td>
<td>Tender Closing</td>
<td>KWTRP Offices</td>
<td>18th June 2024</td>
<td>1400Hours</td>
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<tr>
<td>3</td>
<td>Tender Opening</td>
<td>KWTRP Offices</td>
<td>Immediately</td>
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<tr>
<td>4</td>
<td>Pre-Contract Meeting</td>
<td>KWTRP Offices</td>
<td>TBA</td>
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<td>5</td>
<td>Work Commencement</td>
<td>KWTRP Offices</td>
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<tr>
<td>6</td>
<td>Work Completion</td>
<td>KWTRP Offices</td>
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<td>7</td>
<td>Focal Person: <strong>Head of Human Resources</strong></td>
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<tr>
<td>8</td>
<td>Enquiries regarding this tender should be directed to <strong>Procurement Department</strong> on <a href="mailto:purchasing@kemri-wellcome.org">purchasing@kemri-wellcome.org</a> or call 0709983064</td>
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**Prequalification mandatory requirements:**

10. Bidders will be required to submit their company profile and to satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya including:

   a. Detailed company / consultancy profile
   b. Copy of Certificate of Registration/ Incorporation
   c. Copy of current and valid Business Permit.
   d. Valid CR12 Form.
   e. Current & Valid Tax Compliance Certificate.
   f. Copy of valid and current PIN/ VAT registration certificates.
   g. Be properly registered with the relevant licencing authorities.
   h. Have been in business for more than five (5) years.
   i. Memorandum of Understanding and Articles of Associations
   j. Provide their signed audited financial statements for the last three (3) years; 2020, 2021 & 2022 or 2021, 2022 & 2023.
   k. Attach letter from the bank indicating that you hold the account with them.
   l. Ensure that the confidential business questionnaire has been duly filled and relevant supporting documentation attached.

Yours faithfully,

**For KEMRI/ Wellcome Trust Research Programme**

Sadimba Anne
Procurement Department.
SCHEDULE I

GENERAL CONDITIONS OF CONTRACT
1.0 GENERAL CONDITION OF CONTRACT

1.1. Definitions

In this contract the following terms shall be interpreted as indicated:

a) "The contract" means the agreement entered between KWTRP and the contractor as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KWTRP under the Contract.

c) "KWTRP" means the organization sourcing for the services under this Contract.

d) "The contractor means the individual or firm providing the services under this Contract.

e) "GCC" means general conditions of contract contained in this section.

f) "Day" means calendar day.

1.2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

1.3. Services

(i) The service provider shall perform the Services specified in Schedule II, "Terms of Reference or Scope of Service, "which is made an integral part of this Contract.

(ii) The service provider shall provide all requirements to perform the Services as specified in Schedule II.

(iii) The service provider shall submit to KWTRP the relevant reports in the form and within the time periods specified in Schedule II.

1.4. Term

The service provider shall perform the Services during the period indicated on the invitation to tender or any other period(s) as may be subsequently agreed by the parties in writing.

1.5. Payment

(i) Ceiling

For Services rendered pursuant to Schedule II, KWTRP shall pay the Contractor an amount not to exceed the amount which shall have been established based on the understanding that it
includes all the service provider’s costs and profits as well as any tax obligation that may be imposed on the Contractor.

(ii) Payment Conditions
Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Contractor of invoice(s) in duplicate to the KWTRP focal point.

1.6. Project Administration
(i) Focal Point
KWTRP designates as the Focal Point, the contact person specified on the invitation to tender. The focal point will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the KWTRP and for receiving and approving invoices for payment.

(ii) Reports
The reports listed in Schedule II, shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made.

1.7. Performance Standards
The service provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any employees assigned under this Contract that the KWTRP considers unsatisfactory.

1.8. Confidentiality
The service provider 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 KWTRP’s business or operations without the prior written consent of the KWTRP.

1.9. Ownership of Material
Any studies, reports, or other material, graphic, software or otherwise prepared by the Contractor for the KWTRP under the Contract shall belong to and remain the property of the KWTRP. The service provider may retain a copy of such documents and software.
1.10. **Insurance**

The service provider will be responsible for taking out any appropriate insurance coverage while performing the required service.

1.11. **Assignment**

The service provider shall not assign this Contract or sub-contract any portion of it without the KWTRP’s prior written consent.

1.12. **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.

1.13. **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.

1.14. **Termination for Default**

KWTRP may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractors terminate this contract in whole or in part:

a) If the Service Provider fails to provide any or all the services within the period(s) specified in the contract, or within any extension thereof granted by KWTRP.

b) If the Service Provider fails to perform any other obligation(s) under the contract

c) If the Service Provider in the judgment of KWTRP has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event KWTRP terminate the contract in whole or in part, it may procure upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Service Provider shall be liable to KWTRP for any excess costs for such similar services. However, the Service Provider shall continue performance of the contract to extent not to terminate.

1.15. **Termination of Insolvency**
KWTRP may at any time terminate the contract by giving written notice to the Service Provider if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KWTRP.

1.16. Termination for Convenience

KWTRP by written notice sent by Service Provider, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities’ convenience, the extent to which performance of the Service Provider of the contract is terminated and the date on which such termination becomes effective.

1.17. For the remaining part of the contract after termination KWTRP may elect to cancel the service and pay the contractor an agreed amount for partially completed services.
2.0 SCHEDULE II: SCOPE OF SERVICE/TERMS OF REFERENCE (TOR): KWTRP/18/2024: PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF STAFF IN HUMAN RESOURCE DEPARTMENT FOR KEMRI WELLCOME TRUST RESEARCH (KWTRP)-KILIFI.

Background

Health research operations Kenya Limited, the operating legal entity for KEMRI Wellcome Trust Research Programme (KWTRP), is a partnership between the Kenya Medical Research Institute (KEMRI), Oxford University and the Wellcome Trust. The Programme is well known internationally for its work tackling malaria and other infectious diseases among children and has a broad scope in medical research, carrying out basic laboratory-based research, clinical and community-based studies, health systems and health policy research. The twin aims of the programme are to conduct research to the highest international scientific and ethical standards on major causes of morbidity and mortality in Africa, and to build strong and sustainable national and regional research capacity.

The Programme has its headquarters in the KEMRI Centre for Geographic Medicine Research - Coast (CGMRC) in Kilifi and research groups in Nairobi and Mbale in Uganda. The Programme has a total of approximately 850 employees.

The Human Resource (People & Culture) Department has been evolving from a manual to a system-based Human Resource (HR) section coupled with a need to change to be more people-centric and culture-focused. It is with this in mind that we would like to hire staff who are able to progress with the organization in this change.

It is against this background that KWTRP is seeking the services of consultants or a consultancy firm to recruit candidates for various Human Resource (People and Culture) positions. To ensure a comprehensive and effective recruitment process, we intend to engage an experienced Human Resource Consultant/consultancy. The consultant will support the Human Resource (People & Culture) department in attracting, screening, and selecting the best-fit candidates for the roles.

Objectives

The main objectives of the exercise are:

i) To review the Human Resource (People and Culture) department and familiarize with its structure and roles.

ii) To advertise, screen, and initial interview potential role candidates.

iii) To involve the KWTRP in the final interview to select the best-fit candidates.
iv) To do a background check and references for the selected candidates.

v) To issue regret letters to the unsuccessful candidates

The outcome is to have four candidates to join the HR (People and Culture) Department in the following vacant positions:

1. People and Culture Manager (Talent Management and Operations)
2. People and Culture Manager (Compensation and Benefits)
3. People and Culture Officer (Talent Management)
4. People and Culture Officer (Compensation and Benefits)

Scope of Work
The consultant or consultancy firm will be responsible for the following tasks.

a) **Review existing structure:** review the current job descriptions and the HR (P &C) Department structure.

b) **Advertisement:** advertise the various roles ensuring a wide coverage to attract a diverse pool of candidates

c) **Shortlisting:** screen applications and shortlist candidates for primary interviews

d) **Primary interviews:** conduct initial interviews with the shortlisted candidates.

e) **Candidate selection:** share the top 5 candidates for each role with the HR (P &C) Department.

f) **Final interviews:** plan and conduct final interviews in collaboration with the KWTRP.

h) **Appointment support:** work with the HR (P &C) Department on appointments, negotiations, and placement of candidates.

Outputs / Deliverables
The key expected outputs/deliverables of the exercise will be:

a) **Recruitment plan and timeline:** A detailed plan and timeline for the recruitment process

b) **Recruitment strategy and sourcing plan:** A comprehensive strategy and plan for sourcing candidates

c) **Shortlisted candidates:** A list of shortlisted candidates for each role.

d) **Interview schedules and evaluation forms:** schedules for interviews and the interview evaluation form.

e) **Final selection report with recommendations:** A report with final recommendations for candidate selection.
f) **Reference check reports:** Detailed report of reference checks for final candidates

g) **Onboarding documentation:** Documentation to support the onboarding process of new hires.

### Duration

The recruitment and selection are expected to take 1.5 months from the award date and signing of the contract by both parties.

### Confidentiality statement

All data and information received from KEMRI-Wellcome Trust Research Programme for this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the KEMRI-Wellcome Trust Research Programme.

### The Proposals will be evaluated based on the below criteria.

<table>
<thead>
<tr>
<th>Criterion (weighting)</th>
<th>Score</th>
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<tbody>
<tr>
<td>1. Background and Experience in Similar Assignment for the last five (5) years</td>
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<tr>
<td>(i) Brief/Summary Introduction and understanding of the Terms of reference or Scope of work in reference to KWTRP Culture. (5 Marks)</td>
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<tr>
<td>(ii) List at least Five (5) Organizations that you have handled similar assignments for. Indicate the positions hired. (10 Marks; 2 marks per Organization listed).</td>
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<tr>
<td>(iii) Attach at least five (5) evidence or copies of Contracts, Local Purchase orders (LPO) or client recommendations for similar work done in the past three (3) years. (15 Marks; 3 Marks per evidence provided)</td>
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<tr>
<td>(iv) Provide sample Evidence of at least three (3) past jobs done. 6 Marks; 2 marks per sample provided)</td>
<td>(36 Marks)</td>
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<tr>
<td>2. Methodology and approach</td>
<td>(30 Marks)</td>
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<tr>
<td>(i) Firms/Consultant should provide a detailed methodology and approach with a clear identification of operational areas, nature of tasks and frequency of operation will provide an indication of how well the specifications and desirable standards of service will be attained. 20 Marks</td>
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<tr>
<td>(ii) Firms or Consultancy should detail their Recruitment Method-Sourcing, Screening, and Interviewing, selection and referencing and onboarding. Source sites, Tools and methods – 10 Marks</td>
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<tr>
<td>3. Qualifications and Experience of the Consultants For this exercise</td>
<td>(24 Marks)</td>
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<tr>
<td>(i) Specific experience in staff recruitment services similar to ones in the</td>
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</table>
selected sector. For each similar assignment profile the proposed staff, duration of the assignment.

Similar assignment in the last three (3) years (10 Marks)

- No Assignment – 0 marks
- 1 Assignment – 2 Marks
- 2 Assignment – 4 Marks
- 3 Assignment – 6 marks
- 4 Assignment – 8 points
- 5 Assignments – 10 Marks

(ii) Firms/ Consultant should demonstrate Capacity of Staff to handle the project (14 marks)

- Team Leader (5 marks)

Submit Curriculum Vital and copies of academic certifications (*degree or master’s degree in human resource or relevant Field*) and professional certifications (i.e. CHRP, SHRM or equivalent).

- Other three (3) team members (9 Marks; 3 marks per member)

Submit Curriculum Vital and copies of academic certifications (*degree or master’s degree in human resource or relevant Field*) and professional certifications (i.e. CHRP, SHRM or equivalent).

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<tr>
<td></td>
<td>Total</td>
<td>100 Marks</td>
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</table>

**N/B**

(a). RFP will be assessed against the firm’s capability of meeting the above outlined evaluation criteria. (b). RFP shall be evaluated on the above criteria out of 100% with a pass mark of 75%.
3.0 SCHEDULE III - PRICING SCHEDULE FOR PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF STAFF IN HUMAN RESOURCE DEPARTMENT FOR KEMRI WELLCOME TRUST RESEARCH (KWTRP)- KILIFI.

3.1 The amount specified in the Pricing Schedule shall be the full and complete compensation to the contractor for the work. The rates specified shall be fixed for the contract duration or extension thereof. All rates are based on the contractor’s anticipated costs for providing the manpower and specialized services resources specified in the Scope of Work and Specification - Schedule II.

3.2 Whereas the Contractors are free to enter rates in the Pricing Schedule for various activities as they may find justified, KWTRP reserves the right to seek clarification on the makeup of rates, prices or lump sums which are judged to be overstated. Overstated prices are those considered to be beyond 10% of the programme counter estimate. KWTRP counter estimates are based on universal statistics and public sources and accepted as reflective of market levels.

3.3 If clarifications are not forthcoming or are found to be unsatisfactory, KWTRP shall have the right to reject such rates, prices, or lump sums, and expunge them from the tender. KWTRP shall be entitled to demand clarification on such rates, prices, or lump sums, irrespective of whether the bidder is lowest or not. Such information shall be strictly confidential. If the bidder fails to amend or justify such rates or prices, KWTRP shall reserve the right to reject the entire bid.

3.4 All prices shall be inclusive of value added tax where applicable. Consultancy fees will be subjected to 5% withholding tax.

3.1 Payment will be made by bank transfer or cheque payment to an account provided by the contractor 30 days after the date of invoicing.

3.2 The quotation based on Lump-sum payment for Scope of Work and specification detailed in Schedule II will be in the following format.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE KSHS</th>
<th>AMOUNT IN KSHS</th>
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<tbody>
<tr>
<td>Provision Of Consultancy Services for Recruitment of Staff in the Human Resource Department For KEMRI Wellcome Trust Research (KWTRP)- Kili.-</td>
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<tr>
<td>SUB-TOTAL</td>
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<td>Reimbursable Costs (Indicate nature of costs)</td>
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<tr>
<td>TOTAL COST</td>
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N/B: Firms or Consultants can use their own pricing format to give clear breakdown of their costs.

REQUEST NO: KWTRP/13/2024 Provision of Consultancy Services for Recruiting of Staff in Human Resource Department
Amount in Words: ________________________________________________

The offer is valid until 60 Days after submission date.

Bidder’s signature and rubber stamp: ___________________________ Date: ______________

For KWTRP USE

(Opened By)

Procurement  Finance  User Department