



REQUEST FOR PROPOSAL

**PROVISION OF CONSULTANCY SERVICES FOR BUSINESS PROCESS
OPTIMISATION PROJECT**

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EXPRESSSION OF INTENT TO PARTICIPATE IN TENDER

This form is to be completed on receipt of the tender document from Holdings Plc (Britam).

This page is to be completed immediately and scan copy in PDF format e-mailed to procurement@britam.com. The data contained in this form will be used to send out any addenda that may arise. Consultants that do not register their interest by completing this form may not be sent addenda that may arise.

Name of the Consultant’s representative completing this form:

Consultancy’s Name:

Address: _____

Tel No: _____

Email Address: _____

Signature: _____ Date: _____

Signed by (Name): _____

Position in Firm: _____

1 INTRODUCTION

1.0 Purpose of the Tender

The Britam Holdings Plc ("Britam") invites qualified Consultants to submit their proposals for the Provision of Consultancy Services for the Business Process Optimisation Project.

This Request for Proposal (RFP) is being made available to interested service providers. This document is intended to provide consultants with sufficient understanding of the Britam's requirements to enable them to respond.

For the purposes of the RFP it is necessary to disclose information in this document, and its schedules, which is considered confidential and should therefore not be used (otherwise other than in furtherance of this tender) or disclosed to any third party without explicit prior written consent of Britam.

Britam on its part also acknowledges that it is requesting through this RFP for information that is confidential and therefore commits in equal terms to reciprocal confidentiality.

1.1 Acknowledgement of Bidding Documents

Britam invites proposals for Provision of Consultancy Services for Business Process Optimisation Project in accordance with the requirements set out in this document.

Within four (4) working days of receipt of the RFP, the Bidder is required to acknowledge receipt of the RFP, and notify his intention to submit a bid by email to Britam at procurement@britam.com. The mail will include the signed registration template on Page 4 of this document.

Working days are defined as being any day of the week between Monday and Friday (0800 – 1700 Hrs) excluding weekends and gazetted public holidays in the Republic of Kenya).

Failure to do so shall be perceived as an intention not to submit a bid and the Bidder will be eliminated from the bid process, and required to destroy the RFP document in keeping with confidentiality requirements.

1.2 Point of Contact

All enquiries or correspondence concerning the details of this tender should be addressed, in the first instance by e-mail to: procurement@britam.com. The subject on the email should be "CLARIFICATION ON THE RFP FOR PROVISION OF CONSULTANCY SERVICES FOR BUSINESS PROCESS OPTIMISATION PROJECT"

1. All responses from Britam to the Bidder shall be channelled through the Procurement Manager.
2. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
3. Any clarification request and their associated response will be circulated to all Bidders.
4. All clarifications must be sought at the latest 3 days prior to the close of the RFP.

2 ABOUT BRITAM

2.0 Organization Profile

Britam is a leading diversified financial services group, listed on the Nairobi Securities Exchange. The group has interests across the Eastern and Southern Africa region, with operations in Kenya, Uganda, Tanzania, Rwanda, South Sudan, Mozambique and Malawi. The group offers a wide range of financial products and services in Insurance, Asset management, Banking and Property. For more information, please visit <http://www.britam.com/>

2.1 Britam Vision

To be LEADING diversified financial services company in our chosen markets across Africa.

2.2 Britam Mission

Providing you with financial security EVERY STEP OF THE WAY.

3 OVERVIEW OF THE PROPOSAL

3.0 Objective of the Business Process Optimisation Project

The Britam Group has undergone significant organisational and technological changes in the last 5 years as part of its Go-For-Gold Strategy. As part of the 2016-2020 business strategy, Britam has been in the process of implementing several projects to enhance customer service and operational efficiency. With this transformation effort and considering the continuously evolving market and operational landscape, the need arose to thoroughly review the existing processes to assess if they are fit for purpose.

Britam seeks to engage experienced process analysts to augment its existing project team. The consultants will be expected to:

- possess required level of technical expertise and experience specified for each role;
- work from Britam facilities fulltime for the duration of the engagement to ensure effective collaboration between project team members; and
- adhere to Britam's project management, policies, guidelines and methodologies when providing their services.

The engagement will adopt a detailed approach focusing on the areas expected to have the greatest impact on the outcomes of the project and to minimize the potential risks of the project.

3.1 Scope of Work

The goal of this project, then, is threefold:

1. Documentation of the existing "As-Is" business processes for processes identified for optimisation.
2. Implementation Operational improvements of identified processes, including:
 - a. Findings and recommendations for changes that should be made,
 - b. Developing a plan for implementing the recommended changes
 - c. Co-ordinate the changes in business process, working with a cross functional team of business resources.
3. Monitoring and review – evaluation of the benchmarking process and the results of improvement initiatives against business objectives, document the lessons learnt, periodically re-consider the benchmarks in the light of changes.

The table below lists the consultants required for the project.

	Consultant	Key role
1	Business Process Analysts	<ul style="list-style-type: none"> Responsible for implementation of process improvement initiatives. The analysts will work under the supervision of the Project Manager and respective business process owners

The project duration will be for a minimum duration of 6 months. This may be extended depending on the processes identified for optimisation.

Britam will enter into a time and material contract with the winning bidder(s). The consultant will be paid a monthly rate for each of the resources they deploy on the engagement. Britam will supervise the deployed resources on a day to day basis and take ownership of their deliverables.

The consultants will be required to provide their own computer equipment while Britam will provide the software required.

Britam will not pay per diem or transport costs to Britam's offices in Nairobi. Britam will meet the costs of consultants travel outside Kenya.

4 FORMAT OF RESPONSE TO TENDER

4.0 Information to be provided by bidders

All bids should contain **ALL INFORMATION REQUESTED IN SECTIONS 4.1 TO 4.5**. The information should be in the following order.

4.1 General Information about the bidder

a) Provide the following documentation in respect of the bidder (applicable to registered businesses only).

- Certification of Registration or Incorporation (If a limited company)
- Current Trade Licence(s)
- PIN certificate
- VAT certificate as applicable

- CR12
- Company Profile, with a clear organogram and area of speciality
- Sign and return Britam NDA and Supplier Code of Conduct (to be provided as a link in Britam website)

b) Provide the following documentation in respect of the bidder (applicable to individual consultants).

- KRA Individual PIN certificate
- KRA Tax Compliance Certificate
- National Identity Card copy

4.2 Organization of the Bidder

- Provide profiles for the proposed consultants, highlighting each consultant's key attributes and clearly demonstrating how each would be a good fit. Profiles will be required for the proposed Process Analysts who will work on the project.

The proposed consultants should have proven subject-matter and industry best practices expertise in process governance, process redesign & improvement and process management.

- Daily and monthly rate for each consultant
- Any distinctive capabilities or value adds to Britam offered by the bidder

4.3 Reference Sites

Statement of capabilities and references in similar projects undertaken over the last three years including a brief description of the projects undertaken and reference letters.

By responding to this Tender the service provider confirms that they have no objection to Britam obtaining independent references from their customers in furtherance of this Tender.

4.4 Bid Preparation and Submission

Bid documents should be put in plain sealed envelopes labelled as below and dropped in the tender box located on 5th floor Britam Centre, Nairobi.

RFP FOR PROVISION OF CONSULTANCY SERVICES FOR BUSINESS PROCESS OPTIMISATION PROJECT

Tenders may also be posted 7 days earlier than the deadline to:

The Procurement Manager
Britam Head Office
Mara / Ragati Road Junction, Upper Hill
P. O. BOX 30375 – 00100 NAIROBI

And marked at the top **"DO NOT OPEN BEFORE 22ND DECEMBER 2020, 3:00 PM (GMT +3)"**

Offers must be submitted in two separate documents, a technical and commercial bid and must be submitted in separate files envelopes, clearly labelled as:

- The file with the technical proposal should be identified as follow
NAME OF THE COMPANY, TECHNICAL PROPOSAL
- The file with commercial proposal should be identified as follows:
NAME OF THE COMPANY, COMMERCIAL / FINANCIAL PROPOSAL

A soft copy of the bid should also be submitted on CD/Flash disk together with the bid documents through the tender box. No soft copy submission of the bid shall be made through any electronic means prior to the bid opening. Any such electronic submission shall lead to disqualification of the bid.

5 GENERAL CONDITIONS OF CONTRACT

5.1. Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Company. The resulting contract shall include but not be limited to the general terms of contract as stated below from 5.2 to 5.14.

5.2. Award of Contract

Following the opening and evaluation of proposals, the Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. Britam will communicate to the selected bidder its intention to finalize the draft conditions engagement in consultation with the bidder

5.3. Application of General Conditions of Contract

These General Conditions (sections 5.2 to 5.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

5.4. Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

5.5. Non-variation of Costs

The prices quoted for the service and subsequently agreed and into the contract shall be held fixed for the contract period.

5.6. Delays in the Bidder's Performance

- 5.6.1. Delivery and performance of the Transaction shall be made by the successful Bidder in accordance with the time schedule as per Agreement.
- 5.6.2. If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

Bidder's notice, the Company shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 5.6.3. Except in the case of "force majeure" as provided in Clause 5.14, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 5.8.

5.7. Liquidated damages for delay

The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

5.8. Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English language.

5.9. Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

5.10. Successful Bidder's Obligations

The successful bidder:

- 5.10.1. Is obliged to work closely with Britam staff, act within its own authority, and abide by directives issued by the Company that are consistent with the terms of the Contract.
- 5.10.2. Will abide by the job safety measures and will indemnify the Company from all demands or responsibilities arising from accidents or loss of life, the cause of

which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.

5.10.3. Will be responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanours.

5.10.4. Will not disclose the Company`s information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Company. This clause shall survive the expiry or earlier termination of the contract

5.11. PAYMENT TERMS

Payment to the appointed consultants shall be a fixed monthly payment (inclusive of VAT and other taxes) for each resource allocated to the project.

Britam will not make any payments in advance. Britam will issue an LPO for all services required and the LPO will be paid 30 days from receipt of invoices in arrears.

Britam will not accept partial deliveries and neither will it make partial payments.

6 BRITAM SUPPLIER CODE OF CONDUCT

6.1 GENERAL

This Code is applicable to all Britam suppliers (hereinafter “Supplier” or “Suppliers”) and their employees (be they temporary, casual or permanent) and sub-contractors throughout the world. Britam requires all Suppliers to conduct their business dealings with Britam in compliance with this Code and in compliance with all laws applicable to the Supplier’s business, wherever conducted. By entering into business transactions with Britam, the Supplier agrees to abide by the terms of this Code and acknowledge that compliance with this Code is required to maintain the Supplier’s status as a Britam Supplier. Britam shall have the right to terminate any Supplier’s contract for failure to comply with the provisions of this Code. Britam recognizes that local laws may in some instances be less restrictive than the provisions of this Code. In such instances Suppliers are expected to comply with the Code. If local laws are more restrictive than the Code, then Suppliers are expected to comply with applicable local laws.

6.2 PROVISIONS

In particular, Suppliers must comply with the following:

6.2.1 Relations with competitors

Suppliers will be required to comply with applicable antitrust or competition laws and will not engage in any restrictive trade practices. Suppliers will at all-time act in a manner that will uphold and encourage healthy competition. The applicable anti-trust legislation with regard to Kenya operations is the Restrictive Trade Practices, Monopolies and Price Control Act (Cap 504 Laws of Kenya).

6.2.2 Bribes, Conflicts of Interest, Gifts and other Courtesies

6.2.2.1 Bribes

Suppliers shall not make or offer bribes or payments of money or anything of value to any Britam employee or any other person including officials, employees, or representatives of any government or public or international organisation, or to any other third party for the purpose of obtaining or retaining business with Britam. For the avoidance of doubt Britam considers an act of bribery to include the

giving of money or anything of value to anyone where there is belief that it will be passed on to a government official or Britam employee for this purpose. Suppliers are required to comply with all applicable local anti-bribery laws.

6.2.2.2 Gifts and other business courtesies

Suppliers shall ensure that any expenditure incurred in relation to any particular Britam employee or government official is in the ordinary and proper course of business and cannot reasonably be construed as a bribe or so as to secure unfair preferential treatment. A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to the Supplier or Britam.

Britam employees may accept unsolicited gifts from Suppliers provided:

- they are items of nominal value – KShs 1500 or less, or
- they are advertising or promotional materials having wide distribution e.g. calendars, stationaries, diaries, etc; and
- Acceptance of the gift does not violate any applicable law.

6.2.2.3 Conflicts of Interest

No supplier shall enter into a financial or any other relationship with a Britam employee that creates a conflict of interest for Britam. A conflict of interest arises when the material personal interests of the Britam employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and approval to the transaction given.

6.2.3 Compliance and implementation

6.2.3.1 Licenses and Returns

The Supplier will be required to obtain and renew, in accordance with any law or regulations all permits, licenses and authorizations

required for it to carry out its business. In addition, the Supplier will be required to prepare and file any returns that it may be required to file under its incorporation statute, the Companies Act (Cap 486 Laws of Kenya) or applicable local or Kenyan revenue legislation.

6.2.3.2 Taxation, Financial Integrity and Retention of Records

- The Supplier will comply with all revenue laws and will not evade tax.
- Suppliers will be required to maintain accurate and reliable financial and business records and shall not have any false or inaccurate accounting books or records related to Britam for any reason. Suppliers shall maintain all business records at the minimum in compliance with the provisions outlined by the Kenya Revenue Authority or local revenue authorities from time to time.
- When any government investigation or audit is pending or ongoing then Suppliers will not destroy any relevant records until the matter has been investigated and closed.

6.2.4 Violations

If a Supplier becomes aware of any known or suspected improper behaviour by another Supplier in relation to their dealings with Britam or if a bribe or other inducement is requested from a Supplier by any Britam employee or any other person with the promise of influencing Britam's position as far as that Supplier is concerned or if the Supplier feels that a conflict of interests exists with one of Britam's employees then all pertinent details should be reported in confidence to the following Contact Address

Procurement procurement@britam.com

6.2.5 Variations

Britam reserves the right to vary this Code at any time.