



REQUEST FOR PROPOSAL

INTERNAL AUDIT FUNCTION QUALITY ASSURANCE REVIEW

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Table of Contents

EXPRESSION OF INTENT TO PARTICIPATE IN TENDER	3
1 INTRODUCTION	4
1.0 Purpose of the Tender	4
1.1 Acknowledgement of Bidding Documents	4
1.2 Point of Contact	5
2 ABOUT BRITAM HOLDINGS PLC	5
2.0 Organization Profile	5
2.1 Britam Vision	5
2.2 Britam Mission	5
3 PURPOSE OF THE REQUEST FOR PROPOSAL	6
3.0 Objective	6
3.1 Scope of Work	6
<i>3.1.1 Explicit scope inclusions</i>	6
4 FORMAT OF RESPONSE TO TENDER	7
4.0 Information to be provided by bidders	7
4.1 General Information about the firm	7
4.2 Organization of the firm	7
4.3 Reference Sites	7
4.4 Particulars of the Project Deliverables	8
4.5 Bid Preparation and Submission	8
5 GENERAL CONDITIONS OF CONTRACT	8
5.1. INTRODUCTION	8
5.2. AWARD OF CONTRACT	9
5.3. APPLICATION OF GENERAL CONDITIONS OF CONTRACT	9
5.4. BID VALIDITY PERIOD	9
5.5. NON-VARIATION OF COSTS	9
5.6. DELAYS IN THE BIDDER'S PERFORMANCE	9
5.7. LIQUIDATED DAMAGES FOR DELAY	10
5.8. GOVERNING LANGUAGE	10
5.9. APPLICABLE LAW	10
5.10. SUCCESSFUL BIDDER'S OBLIGATIONS	10
5.11. PAYMENT TERMS	10
6 BRITAM SUPPLIER CODE OF CONDUCT	12
6.1 GENERAL	12
6.2 PROVISIONS	12
<i>6.2.1 Relations with competitors</i>	12
<i>6.2.2 Bribes, Conflicts of Interest, Gifts and other Courtesies</i>	12
6.2.2.1 Bribes	12
6.2.2.2 Gifts and other business courtesies	12
6.2.2.3 Conflicts of Interest	13
<i>6.2.3 Compliance and implementation</i>	13
6.2.3.1 Licenses and Returns	13
6.2.3.2 Taxation, Financial Integrity and Retention of Records	13
<i>6.2.4 Violations</i>	13

EXPRESSION OF INTENT TO PARTICIPATE IN TENDER

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

This page is to be completed immediately and scanned 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. Firms that do not register their interest by completing this form may not be sent addenda if any.

Name of the firm’s representative completing this form:

Firm’s Name: _____

Address: _____

Tel No: _____

Email Address: _____

Signature: _____ Date: _____

Signed by (Name): _____

Position in Firm: _____

1 INTRODUCTION

1.0 Purpose of the Tender

Britam invites qualified firms to submit their proposals for the Provision of Quality Assurance Services for the Internal Audit Function.

This Request for Proposal (RFP) is being made available to interested service providers on an open tender basis. This document is intended to provide vendors 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 the Provision of Quality Assurance Services for the Internal Audit Function (Peer review) 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 their intention to submit a bid by email to Britam at procurement@britam.com. The mail will include the signed registration template on Page 3 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 INTERNAL AUDIT QA (PEER REVIEW) SERVICES."

- All responses from Britam to the Bidder shall be channelled through the Procurement Manager.
- It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
- Any clarification request and their associated response will be circulated to all Bidders.
- All clarifications must be sought at the latest 5 days prior to the close of the RFP.

2 ABOUT BRITAM HOLDINGS PLC.

2.0 Organization Profile

Britam Holdings PLC. (Britam) is a leading diversified financial services group, listed on the Nairobi Securities Exchange. The group has interests across the African region and offers a wide range of financial products and services in Insurance, Asset Management, Banking and Property. The product range include, life, health and general insurance, pensions, unit trusts, investment planning, wealth management, off-shore investments, retirement planning, discretionary portfolio management, property development and private equity. For more information please visit <http://www.britam.com/>

Britam is the holding company of the following companies in the region:-

- Britam Life Assurance Company (Kenya) Ltd
- Britam General Insurance Company (Kenya) Ltd
- Britam Asset Managers Ltd
- Britam Insurance Company (Rwanda) Ltd
- Britam Insurance Company (South Sudan) Ltd
- Britam Insurance Company (Tanzania) Ltd
- Britam Insurance Company (Malawi) Ltd
- Britam Insurance Company (Uganda) Ltd
- Britam Companhia de Seguros de Mocambique S.A
- Britam Properties Ltd.

2.1 Britam Vision

To be the 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 PURPOSE OF THE REQUEST FOR PROPOSAL

3.0 Objective

Britam would like to conduct a quality assurance review on the internal audit function with intent to assess the IA function's continued compliance with the IIA Standards, as well as value added to the Company and stakeholders, as required by The Global Institute of Internal Auditors (The IIA) Attribute Standard No. 1312 – External Assessments.

The purpose of this RFP is to invite techno-commercial bids from qualified independent assessors for the quality assurance review and select a suitable vendor to provide all the services as outlined in the scope of work section-3.1, of this document.

3.1 Scope of Work

At a high level, the Britam Internal Audit Function is made up of a staff complement of 15 i.e. The Group Head of Internal audit, 8 staff in Operations audits, 2 staff in Information Systems (IS) audits and 4 staff in Forensics and Investigations. These staff provide audit and forensics services to all the companies within the Britam Group.

At the end of the project which will take 4-6 weeks, Britam Group Plc will expect the following deliverables:

- A report on the level of IA's compliance with the IIA standards,
- A gap analysis between the Company's IA and leading practice and
- A suggested roadmap for implementation of recommendations arising from the review.

3.1.1 Explicit scope inclusions

Please note that, at minimum, the scope of services must cover the following areas;

- Review the operations of the Internal Audit function and assess conformance with the Global Institute of internal Auditors International Standards for the Professional Practice of Internal Auditing (IIA Standards);
- Assess whether the Company's internal audit activities are aligned to its charter; expectations of the audit committees and executive management; the organization's risk and control environment and to the Company's strategic direction;
- Conduct a benchmarking and maturity assessment of the Company's internal audit function through comparison of the current state of the function against peers/ leading practice and the Internal audit maturity spectrum;
- Review the Company's lines of defence model and establish the level of internal audit's interaction and coordination with other assurance providers such as risk management, compliance, information technology and external auditors;

- Evaluate the organizational structure for the function and the approach used in auditing to determine whether resources are adequate to ensure proper audit coverage in all sections of the business and that the approach applied is aligned to the scale and complexity of the Company;
- Assess internal audit's adoption of appropriate technology to support the audit process and to contribute to strengthening of the Company's control environment;
- Review and comment on the background, mix and experience of staff, training scheduled and received, certifications, and tools and processes used; and
- Identify improvement opportunities for the Company's Internal Audit function.

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 firm

Provide the following documentation in respect of your company.

- Certification of Registration or Incorporation
- Current Trade Licence(s)
- PIN certificate
- VAT certificate as applicable
- Tax Clearance Certificate

4.2 Organization of the firm

- Depth of the firm's practice in serving global clients of the scale and scope of Britam.
- Briefly highlight the profiles and technical qualifications of key staff to be involved in the project.
- Statement summarizing the benefit to Britam of engaging the firm

4.3 Reference Sites

Statement of capabilities and references in similar projects undertaken over the last five years including a brief description of the projects undertaken and reference letters. There will be an added advantage if the firm has relevant experience with a similar insurance and asset management company in the East and Southern Africa region.

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

4.4 Particulars of the Project Deliverables

This section shall provide details including but not limited to your project methodology and major project milestones and deliverables per phase of the project as outlined in paragraph 3.2

4.5 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.

PROPOSAL FOR INTERNAL AUDIT QUALITY ASSURANCE REVIEW

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 15TH OCTOBER 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 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 5.6.3.

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 5.6.3) 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 3.14, 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 3.8.

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

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.

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 times 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.
