



REQUEST FOR PROPOSAL (RFP)

INTERNATIONAL COURIER SERVICES

Release Date: Wednesday, 17th February, 2021

Date for Receipt of bids: Friday, 26th February, 2021 3.00 PM (GMT+3) in Nairobi

EXPRESSSION OF INTENT TO PARTICIPATE IN TENDER

This form is to be completed on receipt of the tender document from Britam Holdings PLC. This page is to be completed immediately and a 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. Firms that do not register their interest by completing this form may not be sent addenda that may arise.

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: _____

1.1. Background

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.

The Group offers a wide range of products and services to individuals, small businesses, corporations and government entities. The range of products includes life insurance, pensions, health insurance, and general insurance through its insurance businesses in the region. The financial solutions which include, unit trusts, investment planning, wealth management, off-shore investments, retirement planning and discretionary portfolio management which are offered through its asset management business. In addition, the company carries out property development, and also has substantial investments in the banking sector. For More information please visit <http://www.britam.com>

1.2 RFP Terms and Conditions

The vendor shall be held to have examined the RFP documents carefully and must be satisfied that the RFP is fully understood. The vendor must clearly understand that all information given by Britam is expressly without guarantee. The vendor shall be deemed to be fully satisfied as to the correctness and sufficiency of this RFP before submitting their proposal. Failure by vendor to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting agreement, nor will such failure be a basis for claiming additional compensation. Failure to comply with the requirements contained in this RFP may result in the rejection of the vendors' proposal.

These RFP terms and conditions and the other provisions contained in this RFP may be, at Britam's sole discretion, made a part of, and govern any Agreement resulting from, this RFP. For the avoidance of doubt, vendors are not permitted to disclose any Confidential Information including this RFP to any third party without the prior written approval of the Procurement Manager Britam.

1.3. Acknowledgement of Bidding Documents

Britam invites bids for Provision of International Courier Services in accordance with the requirements set out in this document .The Tender invite closes on or Before **Friday, 26th February, 2021 3.00 PM (GMT+3) in Nairobi**, where each bidder is required to acknowledge receipt of the RFP, and notify his intention to submit a bid by email to Britam through procurement@britam.com; the mail should include the signed registration template above on **Page 2**

1.4. Bid Preparation and submission

Bid documents should be put in plain sealed envelopes addressed as follows:

RFP FOR PROVISION OF INTERNATIONAL COURIER SERVICES FOR BRITAM REGIONAL OFFICES

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, Friday, 26th February, 2021 3.00 PM (GMT+3) in Nairobi.**"

Offers must be submitted in separate documents, Technical and Commercial/Financial bids and must be submitted in separate files/envelopes, clearly identified as:

The file with the technical proposal should be identified as follows:

Technical Proposal for Provision of International Courier Services

The file with the commercial proposal should be identified as follows:

Commercial/Financial Provision of International Courier Services

Britam shall be entitled to reject any proposal received after the due date and time. No extension of the closing date and time shall be allowed or granted by Britam.

A two-stage procedure will be adopted by the Company for evaluating the proposals, with the technical evaluation of all proposals received in time being completed prior to any financial proposal being evaluated.

1.5. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Britam will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 SCOPE OF REQUIREMENTS

2.1 Introduction

Britam would like to engage the services of a reputable company for Provision of International Courier Services.

2.2 Technical Requirements

Scope of Work for Provision of International Courier Services:

1. Collection of Parcels and mails from Britam Centre (Upperhill, Nairobi) to be delivered to International offices and also to clients with overseas within a reasonable timelines and one that is able to offer security of the mails and can be trusted with confidential parcels.
2. To provide an online platform to book collections and trace the shipments.
3. Clearing of consignments without incurring storage charges and penalties by the custom.
4. Monitor shipment until the parcel is cleared and delivered to the recipient.
5. Ensure document security – extended liability insurance.
6. Advising Britam on existing customs regulations and changes affecting clearance and handling cargo.
7. Preparation of all relevant KRA documentation and supporting documents.
8. Ensuring all export, import, transship and transfers of goods are properly authorized and approved by Customs.

Scope of Britam Offices: Table 1

List of Our Regional Offices:

Regional Office	Location
Britam Uganda	Plot 24A, Akil-Bua Road Nakasero, Kampala
Britam South Sudan	The Britam Place, Hai Malakal Juba South Sudan
Britam Rwanda	Union Trade Centre, 5 th Floor Kigali, Rwanda
Britam Mozambique	Av. Marginal, N 4067-R/C Caixa 3681 Mocambique- Maputo
Britam Tanzania	PPF Tower, Ohio Street/Garden Avenue, Dar es Salaam
Britam Malawi	Delamare House, Victoria Avenue Blantyre

Price Escalation:**Schedule 1: International Courier Services**

Zone/Category	Zone details	Cost Per 1 Kg Weight (Express Documents) Exclusive VAT

SECTION 3 - GENERAL CONDITIONS OF CONTRACT**3.1. 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 3.2 to 3.14.

3.2. 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

3.3. Application of General Conditions of Contract

These General Conditions (sections 3.2 to 3.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

3.4. Bid Validity Period

Bidders are requested to hold their proposals valid for one hundred and twenty (120) days from the closing date for the submission.

3.5. 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.

3.6. Delays in the Bidder's Performance

- 3.6.1. Delivery and performance of the Transaction shall be made by the successful Bidder in accordance with the time schedule as per Agreement.
- 3.6.2. 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.
- 3.6.3. 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.

3.7. 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.

3.8. Penalties for Delayed Delivery

Failure to meet the each and any of the deadlines set out in the above Service Levels, will result in penalties for the VENDOR.

- a) If the Contractor fails to comply with the delivery date laid down in the RFP/contract (whichever applies) she/ he will be liable to pay a penalty of 2.5% per day of the Contract Price
- b) The total amount of penalties to be recovered from the contractor shall automatically be deducted from the Contract price and Britam shall inform the contractor of the amount to be deducted.
- c) Penalties for late delivery shall become payable by the mere fact of the expiry of the agreed time - limit and Britam shall not give formal notice to the contractor of such expiry of delivery date.
- d) The detailed amount of penalties shall be notified to the contractor who may object within 15 days from the date of receipt of the notification. If the Contractor fails to object within the period, he shall be deemed to have accepted the penalties.

3.9. 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.

3.10. 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.

3.11. Bidder's Obligations

- 3.11.1. The Bidder is obliged to work closely with the Company's staff, act within its own authority, and abide by directives issued by the Company that are consistent with the terms of the Contract.
- 3.11.2. The bidder should provide the necessary certifications and documentations to show to their eligibility.
- 3.11.3. The Bidder 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.
- 3.11.4. The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.
- 3.11.5. The Bidder 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

3.12. The Company's Obligations

In addition to providing Bidder with such information as may be required by the bidder to complete the bid submission, Britam shall,

- (a) Provide the Bidder with specific and detailed relevant information concerning the requirements.
- (b) In general, provide all information and access to Company's personnel;
- (c) make available to the Bidder, for the Bidder's use in fulfillment of this Agreement, conventional office facilities for use by the employees of Bidder, if agreed and required; and
- (d) Appoint a coordinator who shall arrange any access to its information and staff required by Bidder for its performance under the contract, if agreed and required

3.13. Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

3.14. Force Majeure

13.4.1. Definition of Force Majeure

For the purposes of this Agreement, "**Force Majeure**" means an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, storm, flood or adverse weather conditions, strikes, lockouts or other industrial action, terrorist acts, confiscation or any other action by government agencies.

13.4.2. Negligence and intentional acts

Force Majeure shall not include any event which is caused by the negligence or intentional action of a party or such party's subcontractors or agents or employees, or by a failure to observe good professional practice.

13.4.3. Financial constraints

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

13.4.5. Performance excused

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms of this Agreement.

13.4.6. Duty to mitigate

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay. The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

13.4.7. Notification

A party affected by an event of Force Majeure shall notify in writing the other party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

13.4.8. Consultation

Not later than thirty (30) days after Supplier, as a result of an event of Force Majeure, has become unable to discharge a material portion of the Operations, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.15. Dispute resolution

3.15.1 Amicable Settlement

The parties shall use their best efforts to settle amicably any dispute arising from or in connection with the agreement resulting out of this RFP or the interpretation thereof.

3.15.2 Arbitration

If the dispute has not been settled pursuant to the mediation within ten (10) days from when the mediation was instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.

Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.

Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.

Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

3.16. Payment Terms

Payment shall be on the Company's Standard payment terms which are 30 days after invoice date and after completion of works. The payment shall be net of all applicable withholding taxes. Invoicing shall be at the certified completion as stipulated in the agreed project plan incorporated into the resultant contract.

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.

3.17. Successful Bidder's Obligations

The successful bidder:

- 3.17.1. 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.
- 3.17.2. 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.
- 3.17.3. Will be responsible for managing the activities of its personnel, or subcontracted personnel, and will hold it responsible for any misdemeanors.
- 3.17.4. 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.

4.0 SECTION 4 – SUPPLIER INFORMATION

4.1 BRITAM'S SUPPLIER QUESTIONNAIRE

Bidders, willing to be considered for the award of the **Tender for Provision of International Courier Services** are expected to furnish the Company with among others the following vital information, which will be treated in strict confidence by the Company.

1.0 Corporate Information

No.	PARTICULARS	RESPONSE
1.1.	Full name of organization:	

No.	PARTICULARS	RESPONSE
1.2.	Is your organization (Please tick one)	i) a public limited company? If yes, please attach copies of the company's memorandum of association and articles including any change of name
	ii) Public listed company? If yes, attach copies as (i) above	
	ii) A limited company? If yes, attach copies as (i) above	
	iii) A partnership? Yes attach partnership deed	
	iv) A sole trader? Yes attach business certificate	
	v) other (please specify)	
1.3.	Date of Registration:	
1.4.	Full physical address of principal place of business:	
	Full postal of the principal place of business:	
1.5.	Registered address if different from the above:	
	Post Code:	
1.6.	Telephone number:	
1.7.	Fax number:	
1.8.	E-mail address:	

No.	PARTICULARS	RESPONSE	
1.9.	Website address (if any):		
1.10.	Company Tax PIN: (Kindly provide a copy of the PIN Certificate where applicable)		
1.11.	VAT Registration number: (Kindly provide a copy of the VAT Certificate where applicable)		
1.12.	Period in which you have been in the specific business for which you wish to be pre-qualified.		
1.13.	Names of the Shareholders, Directors and Partners Kindly provide original copy of an official search report issued by the Registrar of Companies showing the directors and shareholders of the company (Companies For CR 12). The report should not be more than one month old.		
1.14.	Associated companies(if any)		
1.15.	Provide the name company's certified Secretary/Auditors		
1.16.	Please provide a copy of the most recent annual return together with a filing receipt (<i>where applicable</i>)		
1.17.	Name of (ultimate) parent/holding company (if this applies):		
1.18.	Companies Registry number of parent/holding company (if this applies):		
1.19.		NAME:	

No.	PARTICULARS	RESPONSE	
	Contact person within the organization to whom enquiries about this bid should be directed:	TITLE	
		TEL:	
		FAX:	
		EMAIL:	

4.2 Trade References

Please provide in the table below details of at least three (3) projects you have undertaken relevant to the job you are bidding for performed over the last three (3) years, or that are relevant to this prequalification document.

No	Customer Organization (name)	Customer contact name and phone number	Value of businesses transacted: (Kshs)
1			
2			
3			

5.0 Certifications, Accreditations and Approvals

Detail any relevant certifications and accreditations by principals or accreditation bodies and attach copies of such certification. Such certifications may be for your company or for your individual staff as relevant to the work they do and the key skills for the service or goods you propose to supply.

6.0 Agencies and Partnerships

- a) Detail any agencies and partnerships that you have that are relevant to the categories of goods and/or services you are interested in supplying.
- b) List your primary sources of supply for goods that you propose to supply.

7.0 EVALUATION

(a) Mandatory Requirements

You shall be required to attach the following mandatory documents *where applicable*.

- i. Certificate of Incorporation/Partnership deed/business
- ii. Trading Certificate where applicable
- iii. TAX PIN Certificate
- iv. Certificate from relevant authorities where applicable
- v. VAT Certificate
- vi. Tax Compliance certificate.
- vii. List of Directors, telephone and their postal address

NB: Attach all the above documents

(b) General Requirements

- i. The returned documents must be bound and clearly marked as per clause **1.4. Bid preparation and submission**
- ii. Britam will examine the documents to determine completeness, general orderliness and sufficiency in responsiveness.
- iii. Suppliers shall not contact Britam on the matter relating to the tender process from the time of submission to the official communication of the results. Any attempts by the supplier to influence Britam in the evaluation shall result in disqualification of their application as suppliers.
- iv. The applicants should have registered offices and Britam reserves the discretion of visiting physical premises from which the applicant conducts business if so desired to confirm existence and capability to deliver the said goods/services.

8.0 Declaration

I declare that to the best of my knowledge the answers submitted in this pre-qualification questionnaire (and any supporting documentation) is correct. I understand that any misrepresentation will render my organization ineligible to participate in any future business activities with Britam Holdings PLC.

FORM COMPLETED BY

Name:

Position (Job Title):	
Telephone number:	
Email:	
Signature:	
Stamp/Seal	

FORM WITNESSED BY	
Name:	
Position (Job Title):	
Date:	
Telephone number:	
Email:	
Signature:	
Stamp/Seal	

SECTION 5 - BRITAM SUPPLIER CODE OF CONDUCT

5.1. 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.

5.2. PROVISIONS

In particular, Suppliers must comply with the following:

5.2.1. 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).

5.2.2. Bribes, Conflicts of Interest, Gifts and other Courtesies

5.2.2.1. 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 comply with all applicable local anti-bribery laws.

5.2.2.2 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.

- (a) they are advertising or promotional materials having wide distribution e.g. calendars, stationary etc; and
- (b) Acceptance of the gift does not violate any applicable law.

5.2.2.3. 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.

5.2.3 Compliance and implementation

5.2.3.1 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.

5.2.3.2. Taxation, Financial Integrity and Retention of Records

- 1) The Supplier will comply with all revenue laws and will not evade tax.
- 2) 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.
- 3) 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.

5.2.4 VIOLATIONS

If a Supplier becomes aware of any known or suspected improper behavior 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

CERTIFICATE OF COMPLIANCE

All vendors should sign the certificate of compliance as attached and return with their quotations/bids.

WE

HAVE READ THIS TENDER DOCUMENT FOR PROVISION OF INTERNATIONAL COURIER SERVICES.

and agree with the terms and conditions stipulated therein.

Stamp and signature of the supplier

Name.....

Signature.....

Date.....

Signature of the witness

Name.....

Signature.....

Date.....

Company Stamp Seal

CONFIDENTIAL