



REQUEST FOR PROPOSAL (RFP)

PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL AND FULL BUILDING SURVEY

RFP-2024-007/001

RELEASE DATE: 23rd July 2024

CLOSING DATE: 6th August 2024, 5.00pm.

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EXPRESSION 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 scan copy in PDF format e-mailed to Tenders@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’sName:

Address:

TelNo:

EmailAddress:

Signature:

_____ Date: _____

Signed by

(Name): _____

Position in

Firm: _____

INTRODUCTION

1.0 Purpose of the Tender

The Britam Holdings Plc. ("Britam") invites qualified firms to submit their proposals for the PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL AND FULL BUILDING SURVEY.

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 Information for Installation of Thematic Lighting at Britam Tower in accordance with the requirements set out in this document. **Within three (3) 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 Tenders@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 **"PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL AND FULL BUILDING SURVEY"**

- All responses from Britam to the Bidder shall be channelled through the Head of Procurement.
- 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 3 days prior to the close of the RFP.

2 ABOUT BRITAM

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 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/>

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>

Britam's 2021-2025 Strategy is set to transform it into a **more customer-centric** organization with agile customer-focused teams supported and leveraged on technology.

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.

2.3 Britam Values

Respect, Integrity, Innovation and Customer Focus.

2.4 Our Purpose Statement

Safeguarding Dreams and Aspirations

3 OVERVIEW OF THE PROPOSAL

3.0 Overview

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.

We invite proposals for Provision of Consultancy Services for Structural and Full Building Survey. The survey aims to assess the current state of the building's structure and overall condition to ensure safety compliance and longevity of Britam Tower and Center.

Objective:

- To evaluate the current structural integrity of the building
- Identify any defects, damages or potential issues in the building's structure and systems
- Ensure building complies with local building codes and regulations
- Provide recommendations for necessary repairs, maintenance and improvements

Scope of Work

The scope of survey includes but is not limited to the following areas:

1. Structural Survey:

- Foundation Inspection
- Load-bearing walls
- Beams and Slabs
- Roof Structure
- Structural connections and Joints
- Signs of structural distress (cracks, deformations etc)

2. Building Condition Survey

- Exterior and interior walls
- Windows and Doors
- Roof and waterproofing
- Fire safety systems
- Elevators Systems

- Common areas amenities

Requirements

Functional Requirements:

- **Inspection and Assessment:** Conduct a thorough physical inspection and assessment of all structural and building elements
- **Data Collection:** Collect detailed data on the condition of each component, including photographs, measurements and notes
- **Defect Identification:** Identify and document any defects, damages or non-compliance issues
- **Risk Assessment:** Assess potential risks associated with identified issues

Non-Functional Requirements:

- **Safety:** Ensure all inspection activities comply with safety regulations and standards
- **Accuracy:** Provide precise and accurate documentation of findings
- **Confidentiality:** Maintain confidentiality of all data and findings related to the building

Reporting Requirements:

Detailed Report: Prepare a comprehensive report detailing the findings of the survey including.

- Summary of overall building condition
- Detailed assessment of each structural component and system
- Identified defects and potential risks
- Compliance status with local building codes
- Photographic evidence and diagrams
- Recommendations for repairs, maintenance and improvements

Audit Methodology

- Define the approach and methodology for conducting the survey, including site inspections, data collection, testing procedures and analysis techniques.

Quality Assurance and Reporting

- Implement quality control measures to ensure accuracy, reliability and consistency in audit findings and recommendations.
- Provide detailed audit reports with clear documentation of observations, analysis, results and recommendations for improvement.

3.3 EVALUATION CRITERIA

STAGES OF EVALUATION:

A) Mandatory requirements will determine the satisfactory responsiveness of a tenderer, failure to meet any of these set requirements as noted hereunder will render a tender nonresponsive and will automatically be disqualified.

B) Technical Evaluation: Only bidders who will attain an overall score of 70 marks and above in the technical evaluation will have their financial proposals evaluated.

C) Financial Evaluation Stage award criteria: The lowest evaluated tender for the complete schedule will be recommended for award.

i. PRELIMINARY EVALUATION CRITERIA

NO	CRITERIA	COMPLIANCE
1	Certificate of Registration / Incorporation	Mandatory
2	Valid PIN Certificate	Mandatory
3	Valid KRA Tax Compliance Certificate	Mandatory
4	Valid Business License from the region they are offering services, clearly indicating location of Registered Office.	Mandatory
5	Attach System Generated Copy of CR12 Certificate (for Incorporated Firms) issued within the last 3 months.	Mandatory
6	Company Profile, with a clear organogram and area of speciality	Mandatory
7	Compulsory site visit and provide a Site Visit certificate duly signed and stamped both by Britam representative and the bidders representative for Britam Tower and Centre (This is useful for the bidder to understand the full scope of works)	Mandatory
8	Valid certificate of registration from National Construction Authority (NCA) class 5 and above for Building Construction	Mandatory
9	Valid occupational safety and health certificate - DOSH	Mandatory
10	Licenses and certification from professional bodies – EBK	Mandatory
11	Must demonstrate physical location/address of the office e.g Lease agreement, title or lease documents with latest utility bill.	Mandatory

- **Technical Evaluation Criteria**

TECHNICAL EVALUATION REQUIREMENTS			
No	CRITERIA DESCRIPTION	WEIGHT	SCORE
1	Firm's experience: The firm should have five (5) recommendation letters where they have undertaken Structural Audit services within the last 5 years. Note: Attach LPOs/Contracts from corporate clients to score marks 4 marks for each letter	20	
2	Staff capacity: CV and certificates of atleast 3 Engineers with relevant training (Minimum qualifications - Degree Certificate) who will be in charge of the contract implementation if awarded the contract. (9 points) List of at least four 5 Technical Staff (attach CV and Copies of Certificates for both categories of employees) (15 points) Attach evidence of the above.	24	
3	Methodology: Attach work plan of contract execution if awarded (Deployment of staff, work plan)	15	
4	Fully Equipped Workshop: Provide details of tools to be used – Proof of ownership (10 points) Possession of equipped workshop (attach a photo of the workshop) – (10 points) <i>Information under this item will be confirmed during due diligence</i>	20	
5	Valid practising Licence for the firm - 5 marks Valid practicing license/certificate for the 3 lead engineers provided in No.2 - 6 marks (EBK and IEK for engineers) Valid practising license of the 5 support engineers (5 Marks)	16	
6	Audited Financial Reports 2021,2022 with iTax annual returns (5 marks)	5	
	TOTAL MARKS	100	

References - Please provide in the table below details of at least Five (5) projects you have undertaken relevant to the job you are bidding for and performed over the last three (3) years. Provide copies of Letter of award, LPO, Contract and recommendation Letters.

No	Customer Organization (name)	Customer contact name and phone number	Contract reference and brief description:	Date contract awarded.	Value of businesses transacted: (Kshs)
1					
2					
3					
4					
5					

Only bidders who score 70 marks and above will be subjected to Financial Evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

Financial – (Scores - 30%)

Provide a competitive financial proposal detailing the project costs (please include applicable taxes).

3.4 PRICE SCHEDULE

Provide detailed milestone based commercial proposal Vat Inclusive, Clearly indicated as below;

- Britam Centre
- Britam Tower

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.

- I. Certificate of registration (or its equivalent) that is valid in accordance with any legally recognised jurisdiction.

- II. Tax compliance certificate (or its equivalent) that is valid in accordance with any legally recognised jurisdiction.
- III. Current County Trade license/Business permit
- IV. (Accreditations or a licence where applicable
- V. Company Profile, with a clear organogram and area of speciality
- VI. List of Directors (Name, ID Number/passport number, Nationality, Telephone and
VII. physical address
- VIII. Britam Non-Disclosure Agreement (document to be provided to accompany this
IX. RFP)
- X. Britam Supplier Code of Conduct (document to be provided to accompany this
XI. RFP)
- XII. (ix)Britam Business Litigation and Probity; and Lead Time and Credit Period Declaration

4.2 Organization of the firm

- **Organization of the firm** – Firms organogram and reporting matrix
- **Capacity to carry out the assignment** – Resources and Equipment, - Briefly highlight the profiles and technical qualifications of key staff to be involved in the project.
- **Methodology and execution plan** – Briefly indicate how this project will be undertaken and provide a clear workplan for consideration. Swift execution will attract higher scores.
- **A commercial proposal** – milestone based.
- Statement **summarizing the benefit** to Britam of engaging the firm.

4.3 Bid Preparation and Submission

Bid documents should be submitted in PDF format via e-mail to **Tenders@britam.com** in two separate documents, 1(one) technical and 1 (one) commercial bid clearly identified as:

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

“TECHNICAL PROPOSAL - PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL AND FULL BUILDING SURVEY”

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

“COMMERCIAL/FINANCIAL PROPOSAL - PROVISION OF CONSULTANCY SERVICES FOR STRUCTURAL AND FULL BUILDING SURVEY”

This RFP has been issued for release on 23rd July 2024 and bids close on 6th August 2024 at 5:00pm EAT

Both files **must be password protected** and electronically submitted as prescribed in Section 4.5 of this RFP document.

Passwords should be shared 30 minutes after the closing date of the RFP and not earlier.

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

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.
