



**REQUEST FOR PROPOSAL (RFP)**

**PROVISION OF GENERAL FACILITIES MAINTENANCE SERVICES FOR BRITAM  
TOWER AND CENTER**

RFP-2024-008/002

**RELEASE DATE:** 19<sup>th</sup> August 2024

**CLOSING DATE:** 30 August 2024, 5.00pm.

**INTRODUCTION**

**1.0 Purpose of the Tender**

The Britam Holdings Plc. ("Britam") invites qualified firms to submit their proposals for the PROVISION OF GENERAL FACILITIES MAINTENANCE SERVICE.

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](mailto:Tenders@britam.com).**

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](mailto:procurement@britam.com). The subject on the email should be **"PROVISION OF GENERAL FACILITIES MAINTANACE SERVICE"**

- 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 General Facilities Maintenance Service. The proposal aims to identify, select and engage a general facilities maintenance services company to handle all maintenance related tasks at Britam Tower and Center, ensuring the buildings are well-maintained and operational.

#### **Objective:**

- Ensure reliable, high quality handyman services
- Select a qualified and experienced handyman services provider.
- Define the scope of work and service level agreements
- Ensure compliance with building standards and safety regulations
- Ensure cost effectiveness

### **4 BUSINESS REQUIREMENTS**

#### **Current Challenges**

- Inconsistent service quality due to limited supervision
- Lack of timely response to emergency maintenance issues
- High costs for small works associated with outsourced contractors

#### **Goals**

- To partner with a reliable supplier to provide a dedicated handyman services for general building maintenance
- To improve the service quality and response times
- To reduce maintenance costs

#### **Requirement Overview**

The selected company must be capable of providing skilled handymen to perform a variety of maintenance tasks across both Britam Tower and Center;

#### **Specific Requirements**

##### **Skills and Qualification**

- The company must have a proven track record in providing general facilities maintenance services for commercial buildings.
- Handymen should have expertise in electrical works, plumbing, HVAC systems and general repairs.
- Certification and Licensing for all relevant maintenance tasks.

##### **Background and Compliance**

- Comprehensive background checks on all handymen
- Compliance with local building codes, safety standards and industry regulations
- Valid insurance coverage for liability and workers' compensation

### **Tools and Equipment**

- The company should provide all necessary tools and equipment for maintenance tasks
- Ensure availability of specialized tools as required

### **Availability and Response Time**

- 24/7 availability for emergency maintenance calls
- Guaranteed response time for regular and emergency maintenance requests (withing 2 hours)

### **Documentation and Reporting**

- Maintain detailed records for all maintenance activities
- Provide regular reports to building management on maintenance status and completed tasks
- Regular maintenance schedules

## **5 SPECIFIC REQUIREMENTS**

- **Electrical:** Installation, repair and maintenance of electrical systems and fixtures
- **Plumbing:** Repair and maintenance of plumbing systems including leaks, clogs and installations
- **Carpentry:** Repair and construction of woodwork, furniture and fixtures
- **Painting:** Interior and exterior painting services
- **General Routine Maintenance:** Minor repairs, installation of fixtures and other miscellaneous tasks

## **6 SUPPLIER REQUIREMENTS**

### **Qualifications**

- Licensed and insured
- Minimum of 5 years of experience in providing commercial general maintenance services
- Background checked and trained staff
- Compliance with local regulations

### **Performance Metrics:**

- **Response Time:** Emergency requests within 2 hours; regular requests within 24 hours
- **Completion Time:** Tasks completed within agreed timelines
- **Customer Satisfaction:** Minimum satisfaction score of 90%
- **Compliance:** Zero safety violations

### **Reporting**

- Monthly performance reports
- Incident and accident reports
- Detailed invoicing with breakdown of services provided

## **7 TERMS OF ENGAGEMENT**

### **Contract Duration**

- Initial contract term of 1 year with option to renew for additional terms

### **Payment Terms**

- Monthly, 30 days on Invoice

### **PRICING SCHEDULE**

- Monthly Charges for Britam Tower and Centre
- Clear and well detailed pricing schedule indicating monthly rates for handymen

## **8 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.

### **1. PRELIMINARY REQUIREMENTS (MANDATORY),**

NO	REQUIREMENTS	Mandatory
1	Certificate of Registration/Incorporation	Mandatory
2	Valid Tax Pin Certificate	Mandatory
3	Valid Tax Compliance Certificate	Mandatory
4	Valid Business Permit	Mandatory
5	Must provide a CR12 list of directors	Mandatory
6	Company Profile	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	Must provide valid certificate of registration from National Construction Authority (NCA) class 5 and below for Building Construction	Mandatory
9	Must provide a valid occupational safety and health certificate - DOSH	Mandatory
10	Must provide valid ministry of labour compliance letter	Mandatory

11	EPRA licences class A or B for electrical works	Mandatory
12	Must demonstrate physical location/address of the office e.g Lease agreement, title or lease documents with latest utility bill.	Mandatory

## 2. TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION REQUIREMENTS			
No	CRITERIA DESCRIPTION	WEIGHT	SCORE
1	Firm's experience: Over 10 years 5 points 5-10years 4 points 2-4 years 3 points Less than 2 years 1 point	5	
2	<b>Firm's experience:</b> - List of completed services of similar nature completed in past three (3) years with reference. -List of on-going services of similar nature supported with copies of purchase orders or contracts. -The firm should have five (5) documents of engagement where they have undertaken contracted general maintenance services. <b>Note:</b> Attach Letter of Award, LPOs,Contracts,SLAs and recommendation letters from corporate clients	20	
3	<b>Proposed Solution (Approach, Methodology, Schedule of works, Quality &amp; Time Control Plan)</b> - Understand of scope and objectives - Proposed Implementation Plan showing the overall approach to be adopted in the execution of the works - Detailed Quality Control and Monitoring to be used in the execution of the Works, addressing anticipated risks, handling of materials, workmanship and record keeping on site to track daily progress. - Understanding of, and responsiveness to, Britam requirements, social and environmental responsibility.	15	
4	<b>Technical Capability:</b> Highly qualified staff with relevant certifications 2 points Qualified staff with some certifications 1 points Staff with basic qualifications 0.5 points Unqualified staff 0 point <b>2 Marks per staff, Max of 10 staff</b> - 1 point for cv and 1 point per certificate	20	
5	<b>Resouces - Equipment and Tools:</b> Provide details of tools to be used – Proof of ownership (10 points) Possession of equipped workshop (attach a photo of the workshop) – (10 points) <b>Information under this item will be confirmed during due diligence</b>	20	

Commercial-in-Confidence

6	Valid Licence for the firm - 10 points Valid practicing license/certificate for the firm 5 points	15	
7	Audited Financial Reports 2022and 2023 with iTax annual returns (5 marks)	5	
	<b>TOTAL MARKS</b>	<b>100</b>	
	<b>PASS MARK</b>	<b>70</b>	

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).

## **9 FORMAT OF RESPONSE TO TENDER**

### **9.1 Information to be provided by bidders**

All bids should contain **ALL INFORMATION REQUESTED IN SECTIONS 9.2 TO 9.3**

The information should be in the following order.

### **9.2 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 physical address)
- VII. Britam Non-Disclosure Agreement (document to be provided to accompany this RFP)
- VIII. Britam Supplier Code of Conduct (document to be provided to accompany this RFP)
- IX. Britam Business Litigation and Probity; and
- X. Lead Time and Credit Period Declaration

### **9.3 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**
- Statement **summarizing the benefit** to Britam of engaging the firm.

#### 9.4 Bid Preparation and Submission

The application and submission will be conducted electronically on SRM eProcurement Portal i.e. [www.srmhub.com](http://www.srmhub.com) . Please follow the following steps to complete your application;

1. Join SRM for free via URL [www.srmhub.com](http://www.srmhub.com)
2. Create a user account or log in with existing credentials
3. Under APPLY TENDER tab, express interest to review details of the tender
4. Click EXPRESS INTEREST to begin application:
  - i. Select your Category
  - ii. Respond to QUESTIONNAIRE
  - iii. UPLOAD requisite documents
  - iv. Pay the tender fees payment
  - v. SUBMIT response

Access to submit the application shall be automatically granted upon payment of a non-refundable tender fee of KES 1,000/- per Tender category. The fee is payable using M-PESA Paybill No. 4095233, Use Account Number auto generated in system to validate your payment.

This RFP has been issued for release on 19<sup>th</sup> August 2024 and bids close on 30 August 2024 at 5:00pm EAT

## 10 GENERAL CONDITIONS OF CONTRACT

### 10.1 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.

### 10.2 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

### 10.3 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.

#### **10.4 Bid Validity Period**

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

#### **10.5 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.

#### **10.6 Delays in the Bidder's Performance**

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

10.6.2 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.

10.6.3 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.

#### **10.7 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.

#### **10.8 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.

#### **10.9 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.

#### **10.10 Successful Bidder's Obligations**

The successful bidder:

- 10.10.1 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.
- 10.10.2 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.
- 10.10.3 Will be responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanours.
- 10.10.4 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

#### **10.11 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.

## **11 BRITAM SUPPLIER CODE OF CONDUCT**

### **11.1 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.

### **11.2 PROVISIONS**

In particular, Suppliers must comply with the following:

#### **11.2.1 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).

#### **11.2.2. Bribes, Conflicts of Interest, Gifts and other Courtesies**

##### *11.2.2.1 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.

#### *11.2.2.2 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.

#### *11.2.2.3 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.

### **11.2.3 Compliance and implementation**

#### *11.2.3.1 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.

#### *11.2.3.2 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.

#### **11.2.4 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](mailto:procurement@britam.com)

#### **11.2.5 Variations**

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