

Britam

With you every step of the way

REQUEST FOR PROPOSAL (RFP)

PROVISION OF EXTERNAL AUDIT AND TAX SERVICES

Release Date:

19th May 2024

Last Date for Receipt of bids: Friday, 31st May, 2024, 3.00 PM

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 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's Name: _____

Address: _____

Tel No: _____

Email Address: _____

Signature: _____ Date: _____

Signed by (Name): _____

Position in Firm: _____

1.0. Background

Britam is a leading diversified financial services group, listed on the Nairobi Securities Exchange (NSE). 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>

1.1. RFP Terms and Conditions

The Bidder shall be held to have examined the RFP documents carefully and must be satisfied that the RFP is fully understood. The Bidder must clearly understand that all information given by Britam is expressly without guarantee. The Bidder shall be deemed to be fully satisfied as to the correctness and sufficiency of this RFP before submitting their proposal. Failure by the Bidder 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 Bidder's 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, Bidders are not permitted to disclose any Confidential Information including this RFP to any third party without the prior written approval of the Head of Procurement, Britam.

1.2. Acknowledgement of Bidding Documents

Each bidder is required to acknowledge receipt of the RFP and notify his/her intention to participate in the tendering process by email to Britam through tenders@britam.com ; the mail should include the signed registration template above on **Page 2**. The Tender invite closes on or before **Friday, 31 May, 2024, 3.00 PM**.

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.

1.3. Bid Preparation and submission

All Tenders may also be posted/ delivered earlier than the deadline to the below email:

tenders@britam.com

with a clear subject line "**REQUEST FOR PROPOSAL: PROVISION OF EXTERNAL AUDIT AND TAX SERVICES**
RFI-2024-05/0002"

REQUEST FOR PROPOSAL: PROVISION OF EXTERNAL AUDIT AND TAX SERVICES

Offers must be submitted in two separate documents, 1(one) technical- and 1 (one) commercial bid, **password protected** and clearly identified as:

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

NAME OF THE COMPANY /

TECHNICAL PROPOSAL FOR PROVISION OF EXTERNAL AUDIT AND TAX SERVICES

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

NAME OF COMPANY /

FINANCIAL/COMMERCIAL PROPOSAL FOR PROVISION OF EXTERNAL AUDIT AND TAX 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.

1.4. Relevant Information to Bidders

Britam invites proposals from service providers for the Provision of External Audit and Tax Services, for **Britam Asset Managers (Kenya) Limited** (including its Unit Trust Funds), **Britam Insurance Company (Mozambique) Limited** and **Britam Insurance Company (Malawi) Limited** to submit their proposals for above mentioned services.

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.

1.6. Point of Contact

All enquiries or correspondence concerning the details or clarifications of this tender should be addressed, by e-mail to the procurement manager on tenders@britam.com. The subject on the email should be; **"CLARIFICATION ON THE RFP FOR PROVISION OF EXTERNAL AUDIT AND TAX SERVICES"**

- i. All responses from Britam to the Bidder shall be channeled through tenders@britam.com.
- ii. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
- iii. Any clarification requests and their associated response will be circulated to all Bidders.
- iv. All clarifications must be sought 3 days latest prior to the close of this RFP.

2.0 SCOPE OF REQUIREMENTS

The external audit and tax services required will include, but not be limited to:

- Timely planning, management and execution of the annual external audit;
- Timely review and reporting on the effectiveness of the internal controls and systems;
- Timely presentation of your audit plan and any modifications thereon to the management and the Board Audit Committee;
- Timely reporting on the findings of your audit to the management and the Board Audit Committee for both the interim and final audits covering all aspects of the audit including actuarial and information systems reviews;

- On reporting and/or communication to the Board Audit Committee, liaison with the Group Internal Audit team to ensure the Committees are well informed on matters where they need to be informed;
- Attendance at Board Audit Committee meetings and Board meetings, as appropriate;
- Attendance at Annual General Meetings, as appropriate;
- Provision of advice to the Management and Board Audit Committee on technical accounting and financial matters;
- Submission of Group reporting deliverables as instructed by the Group auditors currently, PricewaterhouseCoopers (PwC);
- Liaison with Group auditors, to ensure a seamless and timely delivery of the Group audit;
- Review the subsidiary accounts for compliance with the Group accounting policies;
- Express an opinion on whether the financial statements of the relevant Company and the relevant Unit Trust Funds give a true and fair view of the financial position of the Company / Unit Trust Funds and of their financial performance and cash flows for the year then ended in accordance with International Financial Reporting Standards and the requirements of the applicable Companies Act and with generally accepted accounting principles of the respective country Insurance and Asset management industry as appropriate;
- Certification of audited financial statements as may be required;
- Review of the Capital Adequacy Returns before submission to the Regulatory Authority of the respective country within the given timelines; and
- Review of publications for the relevant Company and Unit Trust Funds.

Tax compliance services:

- Review of the current and deferred tax computations to ensure compliance with regulations and ensure the accuracy of figures for their inclusion in the financial statements;
- Provision of advice, changes and updates to the management and the Board Audit Committee on tax and tax regulation-related matters;
- Discussing with Britam any issues arising from our review of the tax computations including advice on the balance of tax payable, if any;
- Advice on instalment tax payments which are due in respect of subsequent year of income;
- Preparation of tax packs and filling of tax returns in the revenue authority system; and
- Updating Britam Management and the Board on a regular basis with changes in tax laws and providing any publications on general tax matters.

2.1 Proposal Deliverables

Your proposal must address at least each of the following areas:

- i) Qualifications of the firm
 - a) One-page statement summarizing the benefit to Britam of engaging the firm.
 - b) Depth of the firm's practice in serving global clients of the scale and scope of Britam
 - c) Must have local presence in the country of the entity to be audited.
 - d) Must be licensed and approved to practice in the country of each entity to be audited.
 - e) Must be approved by the relevant regulatory authority i.e. Insurance Regulatory Authority and Capital Markets Authority of respective country to audit Insurance Companies and Asset/Fund Managers respectively.
- ii) Industry experience and client base (per country)
 - a) Experience, dedication, and references of the service team.
 - b) Profiles of the core service team and relevant experience.
 - c) References for each senior member of the accounting team.
 - d) How your firm's senior executives will be involved in the engagement.
- iii) Service process overview
 - a) Processes for delivering audit services that are customized, responsive and aligned with Britam's specific business needs.
 - b) Processes that your firm will employ to address matters related to client satisfaction, performance measurement and continuous improvement.
- iv) Quality assurance
 - a) Describe the internal processes used for quality assurance.
 - b) Describe the firm's approach to resolving accounting and financial reporting issues.
- v) Independence
 - a) Internal practices to ensure compliance with independence requirements and freedom from conflicts of interests.
 - b) Confirmation by the firm that it will take all necessary steps to ensure its independence.
- vi) Fees (per entity and quoted in the local currency)
 - a) The fee for the first year of the contract period specifying what is included in the charges i.e. audit services, tax services and costs for regulatory filings, certification of audited accounts and signing off of regulatory forms/ returns where applicable (indicate whether the fees are inclusive or exclusive of taxes and the relevant/applicable tax rates).
 - b) An indication of the level of fees that would be charged in the subsequent periods of the contract.
 - c) A schedule of hourly rates for each level of fee earning staff.

- d) General overview of the schedule and timing of billings.
- e) Fee schedule for advisory work outside of scope of audit.

2.2 Additional Information

With respect to our desire to conduct the selection process for an external auditor, we believe it appropriate to share the following:

- a) The Board of Directors, Audit Committee of the Board and Senior Management place the highest emphasis on the integrity of financial processes and disclosures. We believe that our audit must deliver the optimum levels of assurance to all key stakeholders;
- b) Where need may arise, meetings with the appropriate members of the Senior Management to provide the firms an overview of scope, timing, critical business issues, and evaluation criteria may be arranged;
- c) By accepting to take part in this proposal process you agree to keep in confidence all information imparted to you in relation with the proposal process, not to disclose it to third parties and not to use it for any other purpose than for the proposal; and
- d) Responding firms will be evaluated on the quality of the written proposals, interviews, and oral presentations as shall be scheduled.

2.3 Evaluation & Feedback to bidders

After closure of the bidding process, an evaluation will be conducted and the most competitive (Technically & Financially) bidder will be selected. The successful bidder shall be presented to the board for appointment and thereafter to shareholders and the respective regulator(s) for approval. The unsuccessful bidders shall be notified through a regret letter.

Upon all approvals of the successful bidder, the appointed firm should be ready to immediately begin to transition for this assignment from our current service provider.

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 defined in 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 Services 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 each and any of the deadlines set out in the above Service Levels, will result in penalties for the Bidder.

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 or such primary business language that is in use in the jurisdiction where the company is located. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English and/or primary business language.

3.10. Applicable Law

The agreements arising out of this RFP shall be governed by and construed in accordance with the local laws of the respective countries and the parties submit to the exclusive jurisdiction of the local country 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 documentation(s) to show 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

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.

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.

Financial constraints

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

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.

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.

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.

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 Contract or 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(s) 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, appointed as shall be agreed in the contract. The place and seat of arbitration shall be in the Capital City of the relevant country and the language of arbitration shall be English. The arbitration shall be conducted in accordance with the laws of the country where the dispute arose/jurisdiction of the respective company or global arbitration rules e.g. The United Nations Commission on International Trade Law (UNCITRAL); London Court of International Arbitration (LCIA) Rules; Dubai International Arbitration Centre (DIAC) Rules.
- 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. 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.

4.0 Trade References (per country)

Please provide in the table below details of at least five (5) 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 RFP document.

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

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 Services.

6.0 Agencies and Partnerships

- a) Detail any agencies and partnerships that you have that are relevant to the Services.

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 and any Tax Exemption Certificates.
- iv. Certificate from relevant authorities where applicable
- v. VAT Certificate
- vi. Tax Compliance certificate.
- vii. List of Directors, telephone and their postal address
- viii. Official Companies Registry Ownership Report where applicable
- ix. A copy of your most recent audited accounts (for the last three years)

NB: Attach all the above documents

(b) General Requirements

- i. The returned documents must be bound and clearly marked as per clause **1.3. Bid preparation and submission**.
- ii. Britam will examine the documents to determine completeness, general orderliness and sufficiency in responsiveness.
- iii. Bidders 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 Bidders 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 services.

8.0 Declaration

I declare that to the best of my knowledge the answers submitted in this Bid (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):	
Date:	
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.

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 e.t.c; 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 or applicable local or 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 Uganda Revenue Authority and/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 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 EXTERNAL AUDIT AND TAX 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