

Britam

With you every step of the way

REQUEST FOR PROPOSAL (RFP)

PROJECT MANAGEMENT(PM) SERVICES FOR A DEVELOPMENT PROJECT

RFP-2026-03/004

Release Date: 11th March 2026

Last Date for Receipt of bids: 2nd April 2026, 5:00 PM EAT

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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's Name: _____

Address: _____

Tel No: _____

Email Address: _____

Signature: _____ Date: _____

Signed by (Name): _____

Position in Firm: _____

1.0. Background

Britam Holding PLC and its subsidiaries (‘the Group’) and hereafter referred to as ‘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 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 within

three (3) working days of receipt of the RFP; the mail should include the signed registration template above on **Page 2**.

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

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

RFP For Project Management (PM) Services for the a Development Project RFP-2026-003/004

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

tenders@britam.com

with a clear subject line "RFP FOR *PROJECT MANAGEMENT(PM) SERVICES FOR A DEVELOPMENT PROJECT RFP-2026-003/004*"

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 FOR PROJECT MANAGEMENT(PM) SERVICES FOR A DEVELOPMENT PROJECT.

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

NAME OF THE COMPANY, COMMERCIAL / FINANCIAL PROPOSAL

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 to evaluate 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 for Project Management (PM) Services for a Development Project.

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 FOR PROJECT MANAGEMENT(PM) SERVICES FOR A DEVELOPMENT PROJECT."**

- 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 at the **latest 3 days prior to the closure** of this RFP.

1.7 Project Background

The Client intends to undertake a comprehensive development of a development project comprising (but not limited to):

- Guest rooms
- Food & beverage outlets
- Gym/spa
- Conference facilities
- Back-of-house and support areas
- Associated mechanical, electrical, plumbing, ICT, and life-safety systems

The Client seeks a Project Management Consultant (PMC) to manage the project from **pre-construction through construction, commissioning, and handover.**

2.0 Scope Of Requirements

The PMC will be responsible for the full scope outlined below.

2.1 Pre-Construction Phase

I. Client Brief & Baseline Development

- Define and document the development brief, brand standards, and functional requirements.
- Submit a Baseline Report covering scope, preliminary budget, and timelines.

II. Project Execution Plan (PEP)

- Develop a complete PEP detailing governance, reporting, decision-making, escalation, and project controls.

III. Consultant Procurement Support

- Support selection and appointment of Architect, Engineers, QS, Interior Designer, Fire & Safety, ICT and Security Consultants.

IV. Scheduling

- Prepare a comprehensive Master Schedule (MS Project/Gantt) covering design, procurement, construction, FF&E, and commissioning.

V. Reporting

- Establish weekly, monthly, and quarterly reporting structures.

VI. Design Management

- Drive design coordination to ensure regulatory compliance, hospitality standards, and timely deliverables.

VII. Design Review

- Conduct constructability, value engineering and life-cycle cost reviews.

VIII. Project Approvals

- Support acquisition of all statutory approvals (NCA, County, NEMA, Fire, Utility Authorities, etc.).

IX. Construction Planning & Phasing

X. Tender Analysis

- Review tender documents and support procurement processes with recommendation reports.

XI. QA/QC Planning

- Prepare a Project Quality Management Plan (PQMP).

XII. Risk Management

- Develop the Project Risk Register and mitigation strategy.

XIII. Procurement Strategy

- Advise on contracting model (Design-Bid-Build, EPC, CM) and works packaging.

2.2 Construction Phase

1. Project Administration & Communications

- Serve as single point of contact for Client, Consultants, and Contractors.

2. Document Control

- Implement a Document Management System (DMS) for drawings, RFIs, approvals, and change orders.

3. Reporting

- Submit weekly and monthly progress and financial reports.

4. Permits, Licenses & Insurance Verification

5. Construction Program Management

- Review contractor programs, schedules, procurement logs, and track progress.

6. Construction Supervision

- Daily oversight, inspections, specification compliance verification.

7. HSE Oversight

- Monitor implementation of Contractor HSE plans in line with international standards.

8. Quality Assurance & Control

- Oversee inspections, testing, shop drawings, submittals, and QA/QC protocols.

9. Environmental Management Oversight

10. Site Logistics Oversight

11. Payment Certification

- Verify interim payment applications and provide certification recommendations.

12. Variation & Change Control

13. Risk Management Updates

- Quarterly risk review workshops.

14. Stakeholder Coordination

15. Project Close-Out

- Ensure orderly close-out, as-built drawings, warranties, manuals, and training.

16. Testing & Commissioning Coordination

17. Final Inspection & Punch Lists

18. Final Handover to Client

3. Deliverables

The PMC will submit (but not be limited to):

- Baseline Report
- Project Execution Plan
- Risk Management Plan
- Procurement & Tender Evaluation Reports
- Monthly and Quarterly Progress Reports
- QA/QC Plans and HSE Compliance Reports
- Interim Payment Certificates
- Testing & Commissioning Reports
- As-Built Drawings
- Final Completion Report
- Handover & Training Documentation

4. Proposal Submission Requirements

4.1 Technical Proposal

Include:

1. **Company Profile & Relevant Experience**
2. **Proposed Project Team** (CVs + Certifications + Roles)
3. **Methodology & Work Plan**
4. **Proposed Project Schedule Controls**
5. **Quality Assurance Approach**
6. **HSE Management Approach**
7. **Risk Management Framework**
8. **Three (3) relevant hospitality project references**

4.2 Financial Proposal

Provide:

- Professional fees (Percent of construction cost; specify assumptions)

- Detailed breakdown of reimbursable costs
- Payment schedule

4.3 Compliance Documents

- Certificate of Incorporation
- Tax Compliance Certificate
- Registration with relevant professional bodies
- Proof of insurance capability

Technical Evaluation Criteria

DESCRIPTION
1. Compliance and Legal Standing (20%)
• Company Profile
• Certificate of Incorporation provided
• CR12 (≤12 months old) provided
• Valid PIN and Tax Compliance Certificate
• Copy of valid trade licenses or current business licenses from relevant authorities like the city council
• Each firm must provide evidence of registration with professional bodies or authorities. All relevant licenses (IQSK, AAK, ACPMK, ACMK) valid and attached.
• Evidence of physical address of the registered office.
• Professional Indemnity (PI)
• No pending disciplinary issues with professional bodies
2. Organizational Capacity & Expertise (20%)
Requirements
• Clear organogram showing structure and roles
• ≥10 full-time qualified technical staff
• Lead consultant with ≥10 years project management experience
• Team demonstrates large-scale project experience (≥KES 2B projects)
• CVs aligned to responsibilities
3. Financial Stability (15%)

Requirements

- Audited accounts for last **5 years** attached
- Positive liquidity, solvency **and** profitability trends
- No going-concern warnings
- Bank reference letter confirming financial health

4. Technical Capability & Innovation (15%)

Requirements

- Demonstrated use of digital platforms (e.g., project dashboards, analytics, PMIS)
- Automation tools used for reporting, monitoring, and risk analysis
- Evidence of data-driven decision-making
- Innovation case studies provided

5. Client References & Reputation (10%)

Requirements

- ≥3 reference letters from the last **5 years**
- References include **projects ≥KES 2B**
- Testimonials highlight quality, timeliness & professional conduct

6. Service Delivery & Relationship Management (10%)

Requirements

- Detailed service delivery framework
- Clear support escalation matrix
- Demonstrated claims assistance approach
- Risk advisory program outlined
- Evidence of periodic review reports

7. Regulatory & Ethical Compliance (10%)

Requirements

- Evidence of compliance with relevant laws
- ISO or other global certifications provided
- Documented code of ethics
- No history of sanctions

Financial Proposal

- Submit well details financial proposal reflecting a percentage of project value. Include payment milestones, detailed breakdown of reimbursable costs and payment schedule.
- All tender prices shall be quoted in USD. The currency of contract award and payment shall be United States Dollars (USD). No foreign currency fluctuations will be considered during the contract period.
- Prices quoted shall be inclusive of all applicable taxes, including but not limited to VAT, withholding tax, excise duty, import duty, or any other statutory obligations imposed by the Government of Kenya. The tenderer shall be responsible for all taxes arising from this contract.

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3.0 SECTION 4 – 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 Performance Bond

Following award, The successful bidder shall, within fourteen (14) days of receipt of the Notification of Award, furnish a Performance Bond of [10%] of the contract price from a reputable bank or an IRA-approved insurance company. No contract shall be signed before submission and acceptance of the Performance Bond.

3.4 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.

3.5 Bid Validity Period

Bidders are requested to hold their proposals valid for one hundred and eighty (180) days from the closing date for the submission.

3.6 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.

3.7 Delays in the Bidder's Performance

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

3.7.2 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.

3.7.3 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.

3.8 Liquidated damages for delay

The contract resulting from this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

3.9 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 Supplier 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 Supplier shall automatically be deducted from the Contract price and Britam shall inform the Supplier 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 Supplier of such expiry of delivery date.

d) The detailed amount of penalties shall be notified to the Supplier who may object within 15 days from the date of receipt of the notification. If the Supplier fails to object within the period, he shall be deemed to have accepted the penalties.

3.10 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.

3.11 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.

3.12 Bidder's Obligations

- 3.12.1 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.
- 3.12.2 The bidder should provide the necessary certifications and documentation(s) to show their eligibility.
- 3.12.3 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.
- 3.12.4 The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.
- 3.12.5 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.

3.13 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.

3.14 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.

3.15 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 permitted 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.

3.16 Dispute resolution

3.16.1 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.

3.16.2 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.
- 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.

3.17 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.					

4.1 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 EVALUATION

Mandatory Requirements

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

- i. Certificate of Incorporation
- ii. Trading Certificate/Annual firm’s license where applicable
- iii. TAX PIN Certificate and any Tax Exemption Certificates.

- iv. Certificate from relevant authorities where applicable
- v. Valid and current Tax compliance certificate (verifiable through the TCC checker)
- vi. List of Directors, telephone and their postal address
- vii. A copy of your most recent audited accounts (for the last three years)
- viii. Britam Supplier Code of Conduct (document to be provided to accompany this RFP).
- ix. Britam Business Litigation and Probity; and Lead Time and Credit Period Declaration Form
- x. Britam Non-Disclosure Agreement.

NB: Attach all the above documents

(a) General Requirements

- 1. The returned documents must be bound and clearly marked as per clause 1.3. Bid preparation and submission.**
2. Britam will examine the documents to determine completeness, general orderliness and sufficiency in responsiveness.
3. 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.
4. 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.

7.0 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	

XIV. BRITAM SUPPLIER CODE OF CONDUCT

14.2 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 acknowledges 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.

14.3 Provisions

In particular, Suppliers must comply with the following:

14.3.1 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.

14.3.2 Bribes, Conflicts of Interest, Gifts and other Courtesies

14.3.3 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.

14.3.4 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, stationery etc.; and
- (b) Acceptance of the gift does not violate any applicable law.

14.3.5 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.

14.3.6 Compliance and implementation

14.3.7 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.

14.3.8 Taxation, Financial Integrity and Retention of Records

- a. The Supplier will comply with all revenue laws and will not evade tax.
- b. 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.

- c. 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.

14.3.9 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 PROJECT MANAGEMENT(PM) SERVICES FOR A DEVELOPMENT PROJECT

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

BUSINESS PROBITY AND LITIGATION HISTORY

Please confirm whether any of the following criteria applies to your organization: Note that failure to disclose information relevant to this section may result in your exclusion as a potential supplier for Britam:

No.	PARTICULARS	RESPONSE (YES or NO)
1.	Is the organization bankrupt or being wound up, having its affairs administered by the court, or have entered into an arrangement with creditors, suspended business activities or any analogous situation arising from similar proceedings in Kenya or the country in which it is established?	
2.	Is the firm is currently involved in any legal process which may result in financial or legal liability and therefore hinder successful and timely implementation of any work awarded?	
3.	Has any partner, director or shareholder been the subject of corruption or fraud investigations by the police, Ethics and Anti-Corruption Commission or similar authority in the country in which your organization is established?	
4.	Has the organization fulfilled obligations relating to the payment of any statutory deductions or contributions including income tax as required under Kenyan law?	
5.	Is there any Director / Partner and / or Company Secretary of your organization who has a close relative employed by Britam and is in a position to influence the award of any supply/service?	
6.	Has your firm or any of your directors/ partners ever been debarred/ deregistered by the Public Procurement Regulatory Authority (formerly PPOA)?	
7.	Has your company had any contracts terminated for poor performance in the last 5 years?	
8.	Has the company experienced any Labour or Industrial Unrest in the last 5 years?	
9.	Would you object to the members of staff of Britam authenticating the information you have provided?	
10.	Has your organization met all its obligations to pay its creditors and staff during the past year?	

Name: _____ Designation: _____

Company Name: _____ Stamp or Seal: _____

Signature: _____

Date: _____

DECLARATION FORM

1. Number of staff:

Please indicate the number of staff members at your company.

2. Delivery period/Lead time from order for items in stock

Kindly tick where appropriate

1-7 days	
8-14 days	
15-21 days	
Above 21 days	

3. Credit period

What is your credit period?

4. Delivery

Are you able to deliver directly to Britam Holdings Limited central stores? (YES/NO)

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. I hereby authorize sharing of the information furnished on this form with Britam Holdings Limited.

NAME: ----- **SIGN:** -----

DATE: ----- **STAMP:** -----



NON- DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

BETWEEN

BRITAM HOLDINGS PLC
Hereinafter referred to as "Britam"

AND

XXXXXXXXXXXXXX
Hereinafter referred to as "**XXXXXXXXXX**"

THIS AGREEMENT is made on the _____ day of **XXXXXXX**

BETWEEN:

BRITAM HOLDINGS PLC, a limited liability company duly incorporated under the Companies Act, Cap 486 (now repealed) of the laws of Kenya, and of P.O. Box 30375-00100 Nairobi with its registered office at Britam Towers, Hospital rd, Upperhill, Nairobi (hereinafter referred to as "**Britam**" which expression shall where the context so admits include its successors and assigns) of the one part; and

XXXXXXXXXX, a company duly incorporated and registered in accordance with the laws of Kenya, under Registration No. and of registered address (hereinafter referred to as "**xxxxxxx**" which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS

- A. Britam is a Company involved in the provision of insurance and financial services within the Republic of Kenya;
- B. Parties, on their behalf and on behalf of their subsidiaries and affiliates, wish to enter into discussions with respect to the provision of **XX** services to Britam (hereinafter described as the "**Purpose**").
- C. In the course of the Engagement, the Disclosing Party will disclose Confidential Information to the Receiving Party, which Confidential Information is not public knowledge and will be disclosed only under the terms and conditions of this Agreement.
- D. Both Parties to this Agreement consider the disclosure of Confidential Information to be necessary and desirable for the purpose of fulfilling the objective of this Agreement which is to provide appropriate protection for such Confidential Information whilst maintaining the Parties ability to conduct their respective businesses and/or other related activities.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. DEFINITIONS

In this Agreement including the recitals, the Party disclosing confidential information being **Britam**, shall be referred to as "**The Disclosing Party**"; and the Party receiving Confidential Information being **XXX** shall be referred to as "**The Receiving Party**".

2. THE CONFIDENTIAL INFORMATION

"**Confidential Information**" shall, for the purposes of this Agreement, include without limitation any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and

Britam:.....

XXX:.....

performance results relating to the past, present or future business products or activities of such Party, its affiliates, affiliated funds, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. the Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets, communicated to the Receiving Party or acquired by the Receiving Party from the Disclosing Party during the course of discussions contemplated in A and B above.

3. DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 The Disclosing Party agrees to disclose its Confidential Information to the Receiving Party to the extent deemed necessary or desirable in the Disclosing Party's sole discretion.
- 3.2 The Parties acknowledge that the Confidential Information is a valuable asset proprietary to the Disclosing Party.
- 3.3 All information disclosed in the discussions between the parties shall be considered as Confidential Information save for the exceptions contained in this Agreement
- 3.4 The Receiving Party agrees that it will not by itself or through its agents and/or employees, during the course of the Parties' discussions with one another for one year thereafter (and indefinitely for trade secrets), disclose the Confidential Information to any third Party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement.
- 3.5 The Receiving Party agrees:
 - 3.5.1 not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than the purpose for which it is disclosed and in accordance with the provisions of this Agreement, without the prior written consent of the Disclosing Party and not to use the Confidential Information in any manner that would prejudice the Disclosing Party's interest;
 - 3.5.2 to inform their employees, agents and associates in writing of the Confidential nature of the Information released to each other and require that they observe such confidentiality;
 - 3.5.3 to accept liability for unauthorised release by its employees, agents and associates of Confidential Information obtained in their capacities as employees, agents or associates of the Receiving Party as the case may be;

3.5.4 that the unauthorised disclosure of the Confidential Information to a third Party may cause irreparable loss and damage to the Disclosing Party. =

3.6 In each case, all Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:

3.6.1 to be proprietary to the Disclosing Party or to have been received from the Receiving Party; and

3.6.2 not to confer any rights of whatever nature in the Confidential Information to the Receiving Party.

4. RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION

4.1 The Receiving Party undertakes not to use the Confidential Information for any purpose other than:

4.1.1 that for which it is disclosed

4.1.2 in accordance with the provisions of this Agreement.

5. STANDARD OF CARE

Each Party agrees that it shall protect the Confidential Information pursuant to the provisions of this Agreement, with high standard of care to safeguard the disclosing party's proprietary, secret or confidential information (which standard shall not be less than that which such Party applies to its own confidential information) and that the Confidential Information shall be stored and handled in such a way as to prevent any authorised disclosure thereof.

6. RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION

6.1 The Disclosing Party may at any time request the Receiving Party to return any material containing, pertaining to relating to Confidential Information disclosed pursuant to the terms of this Agreement, and may in addition request the Receiving Party to furnish a written statement to the effect, that upon such return, the Receiving Party has not retained in its his possession or under its control either directly or indirectly any such material.

6.2 As an alternative to the return of the material contemplated in 6.1 above, the Receiving Party as applicable may, and shall at the instance of the Disclosing Party, destroy such material and furnish the Disclosing Party with a written statement to the effect that all such material has been destroyed.

6.3 The Receiving Party shall comply with a request in terms of clause 6, within 7 (seven)days of receipt of such request.

7. EXCLUDED CONFIDENTIAL INFORMATION

7.1 The Obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

7.1.1 is known to, or in the possession of, or independently developed by, the Receiving Party prior to the disclosure under this agreement;

7.1.2 is, or becomes publicly known otherwise than pursuant to the breach of this Agreement by the Receiving Party.

7.1.3 is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances the Receiving Party shall promptly advise the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard; provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances;

7.1.4 is disclosed to a third Party pursuant to the prior written authorisation of the Disclosing Party; and

7.1.5 is received from a third Party acting other than on the instructions of the Disclosing Party and circumstances that do not result in a breach of the provisions of this Agreement.

8. NON-CIRCUMVENTION

The Receiving Party shall not at any time prior to the expiration of one year from the date of this Agreement, without the prior written consent of the Disclosing Party, which consent the Disclosing Party may withhold in its sole discretion by-pass, compete, avoid, circumvent, or attempt to circumvent the Disclosing Party including by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

9. INTELLECTUAL PROPERTY RIGHTS

Nothing herein shall grant to the Recipient any intellectual property rights in the Disclosing Party’s Confidential Information or Confidential Material. No commercial use, rights or any licences under any patent, trademark, know-how, trade secrets or any other proprietary rights are granted by the Disclosing Party to the Recipient by this Confidentiality Agreement. The Receiving Party agrees not to make any derivative works based on the Confidential Information.

10. TERM

This Agreement shall commence on the last date of signature of this Agreement (“**the effective date**”) and shall continue for **one (1) year** after the period of the discussions, engagement and business between the parties PROVIDED that the confidentiality undertakings shall subsist notwithstanding the termination of this Agreement or the discussions hereunder.

11. ARBITRATION

Britam:.....

XXX:.....

11.1 Should any dispute arise between the Parties with regard to any issue arising out of this agreement or the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation.

11.2 If within Fifteen (15) days following the date on which such notice is given, the dispute cannot be resolved through negotiations, the Parties agree to submit the matter to mediation by two (2) mediators where both parties appoint one mediator each.

11.3. Should such mediation fail to achieve a resolution within thirty (30) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:

- a. such arbitration shall be resolved under provisions of the Kenyan Arbitration Act 1995 (as amended from time to time);
- b. the tribunal shall consist of one arbitrator to be agreed upon between the Parties failing which such arbitrator shall be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Chapter) upon the application of any Party;
- c. the place and seat of arbitration shall be Nairobi and the language of arbitration shall be English;
- d. The arbitration costs shall be shared equally by the parties but each party shall pay its own legal fees.

11.4 Notwithstanding the provisions of this clause, any Party shall be entitled to seek urgent or interim relief from a court of competent jurisdiction in the Republic of Kenya pending the conclusion of the arbitration.

12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority necessary to enter into this Agreement, and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.

13. REMEDIES

Notwithstanding the provisions under Clause 11 above, the Parties acknowledge that, in the event of any breach of this Agreement by it, the Disclosing Party would be irreparably and immediately harmed and cannot be made whole by monetary damages. It is accordingly agreed that, in addition to any other remedy which it may be entitled, the Disclosing Party shall be entitled to seek an injunction to prevent breaches of, and compel specific performance of, this Agreement. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that this Agreement has been breached by either of these Parties, then such breaching Party will reimburse the non-breaching Party its costs and expenses (including and without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation

14. AMENDMENTS

Britam:.....

XXX:.....

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of the Parties.

15. NO PARTNERSHIP

This Agreement does not intend or shall not in any way imply that an agency of partnership relationship exists between both Parties.

16. ENFORCEMENT

A failure to enforce or to require the performance at any time of any of the provisions of his Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part hereof, or the right of any Party to enforce the provisions of this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

18. GOVERNING LAW

This Agreement, and the relationships of the Parties in connection with the subject matter of this Agreement, shall be governed and determined in accordance with the laws of Kenya.

19. JURISDICTION

The Parties hereby submit themselves to the non-exclusive jurisdiction of the Kenyan courts.

20. DATA PROTECTION

Both parties;

20.1 hereby acknowledge and agree that all data provided by a party or to which a party may be exposed by or on behalf of Britam or XXX, shall constitute Confidential Information and where applicable, intellectual property belonging to the disclosing party.

20.2 hereby warrant, represent and undertake in favor of either party that:

20.2.1 they shall at all times strictly comply with all applicable Laws and with all the provisions and requirements of any of parties' data protection policies and procedures which may be in force from time to time;

20.2.2 they shall not, at any time process data for any purpose other than with the express prior written consent of the other party to the extent necessary to provide the Services; and

20.2.3 they shall ensure that all their systems and operations which they use to provide the Services, including all systems on which data is processed as pan of providing the Services, shall at all times be of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of data.

20.2.4 shall take appropriate, reasonable, technical, commercial and organizational measures to

prevent the loss of, damage to or unauthorized destruction of data and the unlawful access to or processing of data. The measures taken must at all times be of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with best industry practice for the protection, control and use of Data.

- 20.3 shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to data under either party's possession or control and establish and maintain appropriate safeguards against any risks identified. Parties shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks of deficiencies in previously implemented safeguards. Parties shall immediately notify the other party (i) of any risks posed to data that it has identified; (ii) of the safeguards established by the Party to mitigate the impact of the risks; and (iii) that the safeguards have been effectively implemented.
- 20.4 shall notify the other party of any security compromises of Suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.
- 20.5 shall ensure that upon termination, cancellation, expiration or other conclusion of this Agreement they shall physically or electronically destroy beyond all ability to recover all information/ data provided to them within 30 (Thirty) days. Within such 30-day period, and shall certify in writing to the other party that such destruction has been completed.
- 20.6 XXX undertakes to comply with Data protection policies of Britam relating to processing of personal data or privacy or any amendments and re-enactment thereof and shall procure that employees, agents of sub- contractors shall observe the provisions of the same
- 20.7 acknowledge and agree that any breach of its obligations under this clause, shall be deemed a material breach of this Agreement

21. NOTICES

21.1 Any notice or other information required or authorised by this Agreement to be given by either Party to the other Party may be given by hand or sent by first class pre-paid post, electronic mail or comparable means of communication to the other Party at the address referred to in the description.

21.2 Any notice or other information given by post pursuant to 21.1 which is not returned to the sender as undelivered shall be deemed to have been given on the 7th day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

21.3 Any information sent by electronic mail or comparable means of communication shall be deemed to have been duly sent on the day following the date of transmission, provided that a confirming copy is sent by first class pre-paid post or hand delivery to the other Party at the address referred to in the description within three (3) days after transmission.

21.4 Service of any legal proceedings concerning or arising out of this Agreement shall effected by causing the same to be delivered to the Secretary or Legal Officer of the Receiving Party to be served at its place of business or its registered office or to such other address as may from time to time be notified in writing to the other Party.

21.5 Any written notice in connection with this Agreement may be addressed:

Britam:

Britam:.....

XXX:.....

XXXXXXXXXXXX

Britam Towers, Hospital Road
P. O. Box 30375 - 00100
Nairobi, Kenya.
Email: xx@britam.com

XXX:

Position: XXXXXXXXXXXX

Company Name: XXX Limited

P. O Box/Address: XXXXXXXXXXXX

XXXXXXX

Email: XXXXXXXXXXXXXXX

21.6 A Party may change that Party’s address for this purpose by notice in writing to the other Party.

22. Electronic Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the execution of this Agreement by electronic signature (whether digital or encrypted) shall be valid and binding as if a physical signature had been provided, and any electronic signatures shall be admissible in evidence as proof of execution and enforceability of the Agreement.

Britam:.....

XXX:.....

IN WITNESS WHEREOF the Parties have duly executed this Agreement hereto the day and year first herein above written.

Signed on behalf of xxx,

Position:

Name:

Signature:.....

Position:

Name:

Signature:

Date:.....

Signed on behalf of **Britam**

Designation _____

Name _____

Signature _____

Designation _____

Name _____

Signature _____

Witnessed by:

Legal Manager

Name _____

Signature:.....

Britam:.....

XXX:.....