



**REQUEST FOR PROPOSAL (RFP)**

**PROVISION PRINTER LEASING SERVICES**

**RFP-2026-001/001**

**Release Date: 30<sup>th</sup> January 2026**

**Last Date for Receipt of bids: 13<sup>th</sup> February 2026, 4:00 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](mailto: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: \_\_\_\_\_

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## **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, offshore 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](mailto: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**.

The Tender submission closes on or before **Friday, 6<sup>th</sup> February 2026, 4.00 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**

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

#### **RFP For Provision of Printer Leasing Services RFP-2026-001-001**

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

[tenders@britam.com](mailto:tenders@britam.com)

with a clear subject line "*RFP FOR PROVISION OF PRINTER LEASING SERVICES RFP-2026-001/001*"

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 PRINTER LEASING SERVICES.**

- 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 of Printer Leasing 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](mailto:tenders@britam.com). The subject on the email should be; **"CLARIFICATION ON THE RFP FOR PROVISION OF PRINTER LEASING SERVICES"**

- i. All responses from Britam to the Bidder shall be channeled through [tenders@britam.com](mailto: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.



## **2.0 Scope Of Requirements**

The objective of this engagement is to lease, deploy, maintain, and support color-enabled printing equipment to meet the organization's operational printing, scanning, and copying requirements in a cost-effective, reliable, and secure manner.

### **A) Equipment Supply (Leasing)**

- Supply new or certified refurbished **color printers and color multifunction devices (MFDs)** under a lease arrangement.
  - **All devices supplied must have full color printing capability. Mono-only devices will not be accepted.**
  - Devices shall support printing, copying and scanning.
  - Equipment mix to support low, medium, and high-volume printing environments.
  - All equipment must meet agreed technical specifications and performance standards.
- 

### **B) Installation & Commissioning**

- Delivery, installation, configuration, and commissioning of all leased devices.
  - Integration with existing network infrastructure and print servers.
  - Configuration of user authentication, access controls, and default print policies, including color usage controls where applicable.
  - Testing and user acceptance sign-off prior to go-live.
- 

### **C) Preventive & Corrective Maintenance**

- Provision of full maintenance services for all leased equipment throughout the contract period at no additional cost.
  - Preventive maintenance in line with manufacturer recommendations.
  - Corrective maintenance including repairs, replacement of defective components, and firmware updates.
  - Adherence to agreed service levels for response and resolution times.
-

#### **D) Consumables Management**

- The service provider shall supply **all consumables as part of the contract at no additional cost.**
  - Consumables shall include, but not be limited to:
    - Color and black toner cartridges
    - Drums, imaging units, and developer units
  - Separate billing for consumables shall **not** be permitted.
  - The service provider shall implement **proactive monitoring and automatic replenishment** of consumables to prevent service disruption.
  - Color and mono usage shall be system-tracked for reporting purposes, with all consumable costs remaining inclusive.
- 

#### **E) Breakdown & Replacement**

- Provision of temporary replacement devices where equipment downtime exceeds agreed thresholds.
  - Permanent replacement of devices deemed beyond economical repair, at no additional cost to the organization.
- 

#### **F) Meter Reading & Billing**

- The service provider shall implement **fully automated meter reading** for all leased devices.
- **Manual meter reading will not be accepted.**
- Automated meter data shall be used for:
  - Usage monitoring,
  - Performance reporting, and
  - Monthly/Quarterly invoicing (where applicable).
- Metering systems must provide accurate, auditable, and tamper-resistant usage data.
- Invoices shall be transparent, clearly itemized, and supported by automated meter reports.

### **G) Contract Duration**

- Lease period: [36 / 48 / 60 months – to be specified].
  - Option for contract renewal, equipment refresh, or upgrade subject to mutual agreement.
- 

### **H) Reporting & Review**

- Provision of monthly or quarterly service reports covering:
    - Device uptime and availability
    - Print volumes (color vs mono)
    - Consumables usage
    - Incident and maintenance history
  - Periodic service review meetings with key stakeholders.
- 

### **I) Compliance, Security & Data Protection**

- Compliance with the organization's IT, information security, and data protection policies.
  - Secure configuration of devices to prevent unauthorized access.
  - Secure data wiping of all device storage components upon replacement or contract termination.
  - Compliance with all applicable laws and regulations.
- 

### **J) Exclusions (Unless Explicitly Included)**

- Paper supply.
- Major network or infrastructure upgrades beyond printer connectivity.

### **3.0 Proposal Deliverables**

#### **3.1 Technical Proposal**

Potential respondents to provide the following mandatory information:

##### **I. Company Profile**

Company profile including:

- Legal name, physical address, and contact details
  - Year of incorporation and ownership structure
  - Description of the bidder's core business and managed print services capabilities
  - Evidence of a minimum of **[X] years' experience** in printer leasing and managed print services
- 

##### **II. Functional Documentation (Printer Specifications)**

Bidders shall submit **manufacturer data sheets** for all proposed printers and multifunction devices (MFDs). All printers and MFDs must, at a minimum:

- Support **full color printing, copying, and scanning** as standard functionality
  - Support duplex (double-sided) printing, including color duplex
  - Support secure printing (e.g. PIN, card, or user authentication) or AD integration if possible.
  - Support scan-to-email and scan-to-folder functionality
  - Provide network printing via Ethernet and/or Wi-Fi
  - Be compatible with the organization's operating systems and enterprise IT environment
  - Enable user- or department-level reporting of color and mono usage
  - Comply with applicable energy efficiency and environmental standards
- 

##### **III. Service Level Agreements (SLAs)**

###### **i) Support Structure**

Description of the support structure, including:

- Helpdesk arrangements and operating hours
- On-site versus remote support model

###### **ii) Escalation Matrix**

An escalation matrix showing:

- Support tiers
  - Named roles (roles required; naming individuals is not mandatory)
  - Escalation timelines
- 

## **IV. Proposed Service Delivery Model**

### **i) Service Model Description**

Description of the proposed service model, including:

- Fleet management approach
- Preventive and corrective maintenance processes
- Consumables replenishment methodology

### **ii) Automated Meter Reading Solution**

Description of the automated meter reading solution, including:

- System architecture
  - Data capture, reporting, and billing processes
  - Security and audit controls
- 

## **V. Implementation & Transition Plan**

### **i) Implementation Plan**

A detailed implementation plan covering:

- Delivery and installation timelines
- Site readiness requirements
- User acceptance testing

### **ii) Transition Plan (Where Applicable)**

A transition plan for replacement of existing printers, including:

- Decommissioning approach
  - Data wiping procedures
  - Business continuity measures during transition
- 

## **VI. Project Team** - Documentation detailing the proposed project team, including:

- Professional qualifications
- Relevant experience
- Assigned roles and responsibilities

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## VII. References

Details of at least **three (3) similar engagements** executed within the last **[3–5] years**.

Each reference must include:

- Client name and industry
- Contract duration and scope (e.g. printer leasing, consumables included, automated metering)
- Contact person and contact details
- Letters of reference or completion certificates (where available)

### 3.2 Mandatory Requirements

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

- (i) **Certificate of registration** (or its equivalent) is valid in accordance with any legally recognized jurisdiction.
- (ii) **Tax compliance certificate** (or its equivalent) that is valid in accordance with any legally recognized jurisdiction.
- (iii) Current County **Trade license/Business permit**
- (iv) Manufacturer authorization letters
- (v) **Company Profile**, with a clear **organogram** and area of specialty
- (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 Lead Time and Credit Period Declaration Form (document to be provided to accompany this RFP).

### 3.3 Financial Proposal

Provide a competitive financial proposal detailing the following (please include applicable taxes);

#### A. Pricing Principles (Mandatory)

- Pricing shall be based on a **Cost-Per-Page (CPP)** model.
- CPP rates should be quoted **separately for Color and Mono printing only**.
- CPP rates shall be **fully inclusive** of:

- Printer leasing
- Preventive and corrective maintenance
- Spare parts
- All consumables (toner, drums, imaging units, etc.)
- Automated meter reading and reporting
- Vendors should specify the **minimum number of pages per month** for Color and Mono printing.
- No additional charges shall be permitted outside the quoted CPP rates and minimum monthly quantities.

## B. Mandatory Financial Pricing Table

*(This shall be the only pricing table submitted)*

Print Type	Cost Per Page (CPP) – KES	Minimum Monthly Pages
Color		
Mono		

## C. Pricing Conditions & Controls

- CPP rates shall remain **fixed for the entire contract duration**.
- Minimum monthly page quantities shall be **clearly stated and not subject to unilateral adjustment**.
- All billing shall be based strictly on **automated meter readings**.
- No separate charges for leasing, maintenance, consumables, monitoring, or support shall apply.
- Any assumptions not explicitly stated in the table shall be deemed included in the CPP rates.

## D. Financial Compliance Statement (Mandatory)

Each bidder shall submit a signed statement confirming that:

- The quoted CPP rates include all costs associated with printer leasing, maintenance, consumables, and automated meter reading.
- No additional or hidden charges shall apply beyond the quoted CPP rates and minimum monthly quantities.
- Manual meter reading is not proposed.

## **4.0 SECTION 4 – GENERAL CONDITIONS OF CONTRACT**

### **4.1 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.

### **4.2 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.

### **4.3 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.

### **4.4 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.

### **4.5 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.

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

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

4.6.2 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.



- 4.6.3 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.

#### **4.7 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.

#### **4.8 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 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 Bidder's Obligations**

- 4.11.1 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.
- 4.11.2 The bidder should provide the necessary certifications and documentation(s) to show their eligibility.
- 4.11.3 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.
- 4.11.4 The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.
- 4.11.5 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.

#### **4.12 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.

#### **4.13 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.

#### **4.14 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 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.

**4.15 Dispute resolution**

**4.15.1 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.

**4.15.2 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.

- 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.

#### **4.16 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.

## 5.0 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.					

### 5.1 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

### (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:

<b>Name:</b>	
<b>Position (Job Title):</b>	
<b>Date:</b>	
<b>Telephone number:</b>	
<b>Email:</b>	
<b>Signature:</b>	
<b>Stamp/Seal</b>	

### FORM WITNESSED BY:

<b>Name:</b>	
<b>Position (Job Title):</b>	
<b>Date:</b>	
<b>Telephone number:</b>	
<b>Email:</b>	
<b>Signature:</b>	
<b>Stamp/Seal</b>	

## **I. BRITAM SUPPLIER CODE OF CONDUCT**

### **1.2 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.

### **1.3 Provisions**

In particular, Suppliers must comply with the following:

#### **1.3.1 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.

#### **1.3.2 Bribes, Conflicts of Interest, Gifts and other Courtesies**

#### **1.3.3 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 comply with all applicable local anti-bribery laws.

#### **1.3.4 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.

#### **1.3.5 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.

#### **1.3.6 Compliance and implementation**

#### **1.3.7 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.

#### **1.3.8 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.

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

**CERTIFICATE OF COMPLIANCE**

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

**WE**

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**HAVE READ THIS TENDER DOCUMENT FOR PROVISION AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM & HUMAN RESOURCE INFORMATION SYSTEM**

And agree with the terms and conditions stipulated therein.

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**Stamp and signature of the supplier**

**Name**.....

**Signature**.....

**Date**.....

**Signature of the witness**

**Name**.....

**Signature**.....

**Date**.....

**Company Stamp/ Seal**