



REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL – PROVISION OF PARKING FACILITY MANAGEMENT FOR BRITAM TOWER

RFP-2024-002-005

RELEASE DATE: 12 APRIL 2024

CLOSING DATE: 26 APRIL 2024

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 Procurement 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 INTRODUCTION

1.0 Purpose of the Tender

The Britam Holdings Plc ("Britam") invites qualified firms to submit their quotations for provision of parking facility management for Britam tower

This Request for Proposal (RFP) is being made available to interested service providers on an open tender basis. This document is intended to provide vendors with sufficient understanding of the Britam's requirements to enable them to respond.

For the purposes of the RFP, it is necessary to disclose information in this document, and its schedules, which is considered confidential and should therefore not be used (otherwise other than in furtherance of this tender) or disclosed to any third party without explicit prior written consent of Britam.

Britam on its part also acknowledges that it is requesting through this RFP for information that is confidential and therefore commits in equal terms to reciprocal confidentiality.

1.1 Acknowledgement of Bidding Documents

Britam invites proposals for Provision of provision of parking facility management for Britam tower in accordance with the requirements set out in this document. Within three (3) working days of receipt of the RFP, the Bidder is required to acknowledge receipt of the RFP and notify his intention to submit a bid by email to Britam at tenders@britam.com. The mail will include the signed registration template on Page 4 of this document.

Working days are defined as being any day of the week between Monday and Friday (0800 – 1700 Hrs) excluding weekends and gazetted public holidays in the Republic of Kenya).

Failure to do so shall be perceived as an intention not to submit a bid and the Bidder will be eliminated from the bid process and required to destroy the RFP document in keeping with confidentiality requirements.

1.2 Point of Contact

All enquiries or correspondence concerning the details of this tender should be addressed, in the first instance by e-mail to: **tenders@britam.com** and **admin@srmhub.com**. The subject on the email should be "**CLARIFICATION ON THE PFP PARKING FACILITY MANAGEMENT FOR BRITAM TOWER**".

- All responses from Britam to the Bidder shall be channeled through the Procurement Officer.
- Mandatory site visit will be on Wednesday 17th April at 2pm – Britam Tower.

- It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
- Any clarification request and their associated response will be circulated to all Bidders.
- All clarifications must be received on Friday, 19th April 2024.
- Response to clarification will be shared on 23rd April 2024.

2 ABOUT BRITAM HOLDINGS PLC

2.0 Organization Profile

Britam Holdings PLC ("Britam") is a leading diversified financial services group, listed on the Nairobi Securities Exchange. The group has interests across the Eastern and Southern Africa region, with operations in Kenya, Uganda, Tanzania, Rwanda, South Sudan, Mozambique, and Malawi. The group offers a wide range of financial products and services in Insurance, Asset management, Banking and Property. For more information, please visit <http://www.britam.com>.

The Group offers a wide range of products and services to individuals, small businesses, corporations, and government entities. The range of products includes life insurance, pensions, health insurance, and general insurance through its insurance businesses in the region. The financial solutions which include, unit trusts, investment planning, wealth management, 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 has substantial investments in the banking sector. For More information, please visit <http://www.britam.com>

2.1 Britam Vision

To be the LEADING diversified financial services company in our chosen markets across Africa.

2.2 Britam Mission

Providing you with financial security EVERY STEP OF THE WAY.

3 OVERVIEW OF THE PROPOSAL

3.0 Overview

Britam is soliciting proposals for Provision of parking facility management for Britam tower. Britam is desirous of engaging an organization for providing of parking facility management for Britam tower.

This RFP aims at identifying a suitable supplier to provide services as outlined in the RFP scope.

3.1 Objective of the RFP

The selected vendor will be required to.

- a) Provision of parking facility management for Britam tower.

3.2 Scopes of Work

The Contractor shall provide all necessary engineering and technical personnel, supervision, and equipment to efficiently accomplish the required service.

PURPOSE

Britam Tower LLP is seeking proposals from qualified companies to operate and maintain the Parking Facility Operation as a premier, first-class commercial public automobile parking facility, and for no other purpose. To diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. All services shall be provided in accordance with the quality standards, specification, policies, and procedures provided by Britam Tower Management which may change from time to time at management’s discretion.

The term of the Agreement will be for three (3) years with an option to renew. This BRD establishes a general scope and terms of services that should form the basis for each proposal, and Britam Tower management will tentatively select a successful supplier on the basis of the submitted proposals.

However, the Britam Tower Management hereby notifies all prospective suppliers that it reserves the right to enter into discussions with the selected Supplier to negotiate appropriate tailoring of the selected proposal and create a finalized set of terms and conditions for the Agreement.

BENEFITS OF A PARKING MANAGEMENT SYSTEM

- Improved Efficiency
- Maximized space utilization
- Enhanced Security and Protection
- Better parking experience and convenience
- Revenue Generation
- Data Insights
- Enhanced Image of the building
- Integrated software and applications

REQUIREMENTS ANALYSIS

User Requirements

- An application that is easy to learn and use
- An application that is fast, flexible, and convenient
- An application that restricts access to information to only authorized personnel
- An application that provides attractive interfaces with easy navigation throughout it

- An application that uses superior technology

Functional Requirements

- Vehicle entry and exit management.
- Better parking experience
- Data protection guidelines
- Parking space allocation
- Payment processing
- Security features integration capabilities e.g Access Control, Surveillance Cameras, number plate recognition cameras and RFID/NFC technologies etc
- Reporting and Analytics
- User Notification
- Maintenance and Support

Non-Functional requirements

- Performance expectation including response times for transactions, system uptime and ability to handle peak usage times effectively.
- Security measures to protect user data, payment information and the physical security of the facility.
- Reliability such as backup power sources and redundancy to minimize downtime.
- Usability related to user experience.
- Integration with any third-party systems or hardware e.g. Retractable bollards, license plate recognition system
- Data backup and recovery
- Training

PROJECT DESCRIPTION

The Management of Britam Tower is soliciting proposals for the operation and maintenance of the parking facilities whose details are as follows:-

Location:- Britam Tower, Hospital Rd, Upper hill, Nairobi, Kenya

Total number of parking spaces: over 800 bays

Proposed Visitors Zone (Short-Term) parking: 50-150 bays

Number of Machines: 9 machines or as advised

Hours of Operation: 24hrs

ORGANISATION

Provide a description of your company including:

- Company history
- Brief description of company's experience and background. Demonstrated experience within the Kenyan market will be an added advantage.
- Company objectives and philosophies
- Key personnel, including brief biographies.
- List of locations within Nairobi City currently under your firm's management with approximate bay counts
- Provide a detailed description of the practices that demonstrate your firm's history and ability to provide outstanding customer service.

REFERENCES

Provide three references for locations of similar size and scope within Nairobi City.

ACCOUNTING/AUDIT/INTERNAL CONTROLS

- Provide samples of the accounting services to be provided including, but not limited to Sample billing statement with accompanying billing system features.
- Sample reporting statements which would satisfy the reporting requirements.

- C. Identify the type of internal audit function you have to maintain the integrity and effectiveness of the service program.
- D. Describe in detail the methods used in your internal audit program, and the standard frequency of such reviews.

FINANCIAL

- A. Provide a monthly flat rate management fee and schedule based on the scope of services outlined in this RFP.
- B. Include a schedule indicating the components of the proposed fee (i.e., accounting, overhead, profit, etc.).
Optional: Provide a recommendation, and the basis for such, of an alternative fee-based pricing structure which you believe may result in better financial performance, operating efficiency, or service for the Facility.
Optional: Provide summary of costs and/or fees supplier may charge to Britam prior to commencement of the Agreement (e.g., Transportation Management Plan (TMP) consulting, equipment installation, start-up staffing, etc.).
- C. Supplier to provide sample reporting formats including monthly revenues, monthly expenses, monthly ticket counts, monthly validation breakdowns. Supplier to provide samples of secure web based (internet) online revenue management reports, i.e., P&L, activity reports, expenses, etc., Include an estimated stabilized operating expense budget. Note: BRITAM may opt to exclude services such as cleaning, signage, security, etc. from the final contract format.

INSURANCE AND RISK MANAGEMENT

- A. Provide a copy of your risk management program that would pertain to the operation of the parking facility to include:
 - Advise BRITAM promptly of all claims or complaints. Additionally, make every effort to process and resolve all claims and complaints arising from the operation of the Parking Facilities, including, but not limited to, insurance related claims involving mechanical parking control devices.
 - Describe your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.
- B. Provide a summary of the insurance policies under which the insurance required will be provided.

MISCELLANEOUS

- A. Include any other information you believe would be helpful and valuable in BRITAM 's evaluation of your bid and ANY EXCLUSIONS OR EXCEPTIONS as noted below.
- B. Prepare a detailed operating plan including hours of operation, proposed cleaning program, and audit controls.
- C. Provide a detailed description of additional revenue opportunities you can bring to these Projects with a shilling value for each.
- D. Provide a detailed description of the signage that will be required to operate the parking facility and to ensure site safety and security.

OPERATIONS/PERSONNEL/STAFFING

- A. Describe methodology to operate and manage the facility in order to maximize efficiency and revenue.
- B. Provide a staffing scenario to include all shifts based on the following hours of operation and conditions: 7:30am- 6:00pm with a 30-minute lunch period to be taken between 11:30am-1:30pm. Shifts are Monday- Sunday with the exception of any National Holidays or other closures for any reason at the discretion of the BRITAM.

C. Meetings and Supervision:

- Regional Supervisor onsite quarterly
- Area Supervisor onsite monthly with communications as necessary

D. Provide procedure for secure cash pick up and security including frequency, personnel, and/or vendors.

PARKING OPERATIONS AND MAINTENANCE SPECIFICATIONS

Subject to the terms and conditions of the Agreement, the successful Supplier is to operate and maintain the Parking Facility Operation as a premier, first-class commercial public automobile parking facility, and for no other purpose. To diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities.

The specifications listed represent the minimum standards on which the Supplier will review and make further recommendations.

The Supplier must clearly define the facility operating specifications and necessary staffing requirements. The final specifications and staffing patterns will be those jointly agreed upon by BRITAM and Supplier.

The supplier shall update such Operational Plan every year as directed by BRITAM and further agrees to train all its employees on the contents of said plan and all updates. BRITAM shall have the right to approve all operating policies of the Parking Facilities.

The parking facility is to be operated by the Supplier as a commercial parking facility and shall be used for no other purpose without prior written approval of BRITAM.

The agreement shall not be assigned or subcontracted in whole or in part without the written consent of the BRITAM,

SCOPE OF WORK: ON SITE

Daily

- Clean facility booths. Check oil stains; apply degreaser promptly for stain removal.
- Monitoring and Maintain barrier gates, equipment, and ticket dispenser.
- Maintain wireless connection.
- Patrol entire perimeter of Parking Facility two times daily, in the morning and afternoon for unauthorized parking.
- Ensure that entry and exit points are clear and safe for vehicles and pedestrians.
- Address any immediate issues, malfunctions, or technical problems promptly.
- Staffing and customer service
- Payment collection and Reporting

Weekly

- Equipment maintenance
- Inventory Management – Monitor and replenish parking tickets, receipt rolls and other consumables as needed.
- Data analysis – Analyze data reports to identify any trends or issues such as peak usage times and recurring problems.

Monthly

- Supervisory inspection of Parking Facility with written report to BRITAM.

General

- Employees shall be required to wear an identifying uniform, at all times, that has been approved by BRITAM in advance for acceptance of color and design.

LABOUR AND MATERIALS

The selected Supplier shall furnish, at its own expense, all labor, and materials, if any, necessary to carry out the terms of the Agreement. It is the responsibility of Selected Supplier that any equipment provided by Selected Supplier, or its employees, shall be kept in good repair and proper working order. Any inspection, maintenance, repairs, modifications, or replacement of this equipment shall be the sole responsibility of Selected Supplier.

PERSONNEL

During the term of the Agreement, all personnel employed to operate the Parking Facility shall be solely the employees of the selected Supplier and shall have no contractual relationship with BRITAM.

To the extent permitted by applicable law, it is expected that the selected Supplier shall conduct a pre-employment check of each person intended to be employed at this facility, which check shall include the following:

- Job qualifications, including prior experience and recommendations (if any)
- Honesty
- Integrity
- Security background check.

Staffing levels and costs should be identified in the RFP.

The Selected Supplier shall remove from the Parking Facility any of the Selected Supplier’s employees who are unsatisfactory to BRITAM. Selected Supplier retains the right to hire and fire its employees and/or to transfer them to other work of the selected Supplier.

Selected Supplier shall maintain personnel on site during hours of operation. Such personnel shall not be removed from the project or transfer to other locations operated by selected Supplier without prior notice to and approval from BRITAM. Personnel shall not be transferred until a replacement is approved by BRITAM or selected Supplier and oriented to the project by selected Supplier

GROSS REVENUES, OPERATING EXPENSES AND OPERATING SURPLUS

Gross revenues, Operating Expenses, and Operating Surplus are defined as follows:

A. **“Gross Revenues”** shall include all revenues received by Selected Supplier or BRITAM and the value of all discounted, validated, and free parking granted by BRITAM from the parking of vehicles in the Parking Facility

B. **Operating expense** shall include the expenses of providing the management services as set forth in a one-year Approved Budget, a copy of which shall be attached to the Agreement, other than (i) expenses of a capital cost nature; (ii) those expenses to be borne by selected Supplier set forth below:

- 1) Wages of supervisory personnel assigned or allocated to the Parking Facility, attendants, cashiers, clerical and audit staff, and a charge from Selected Supplier for employee benefits including but not limited to payroll, taxes, NSSF, workers’ compensation insurance, health insurance, and retirement benefits, and a fee for administering such benefits.
- 2) All sales taxes.
- 3) Credit card service fees.
- 4) Telephone expenses.
- 5) Business taxes, other than franchise taxes on income or profits.

- 6) License and permits.
 - 7) Insurance, rate, to the extent required
 - 8) Sundry items such as uniforms, tickets, and janitorial supplies.
 - 9) Payroll processing and accounts receivable processing expense.
 - 10) Voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by BRITAM and approved by selected Supplier.
 - 11) Normal maintenance and repairs of the Parking Facility including repainting of stall markings, replacement or repair of signs and ticket dispensing equipment.
 - 12) Legal or audit charges directly attributable to the operation of the Parking Facility other than those performed by the staff of BRITAM or selected Supplier if approved in advance by the BRITAM, or that are covered under the terms of one or more of the insurance policies required in this agreement.
 - 13) Costs of special audits performed by selected Supplier's staff auditor for the mutual benefit of BRITAM and selected Supplier; provided, however, costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and actual out of pocket expenses of the auditor during the period of an approved special audit.
 - 15) Costs of background checks of employees and applicants for employment; and
- C. **"Operating Surplus"** shall be defined as "Gross Revenues" less "Operating Expenses."

Receipts and Payments

- A. Selected Supplier shall agree that it will keep records of Gross Revenue and Operating Expenses pertaining to the operation of the Parking Facility for three (3) years.
- B. Selected Supplier shall use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility, but Selected Supplier is not a guarantor of revenues. The gross receipts for each month's operation shall thereafter, on or before the twentieth (20th) day of the succeeding month, be disbursed by Selected Supplier as follows:
 - Selected Supplier shall pay all Operating Expenses,
 - Selected Supplier After payment of the agreed upon amounts as directed in the contract and above, the balance of the Operating Surplus shall be paid monthly to Britam in conjunction with the monthly report to BRITAM listing Gross Revenues and Operating Expenses generated by the Parking Facility in the preceding calendar month ("Monthly Report"). The Monthly report is to be submitted by Selected Supplier for each month of the term by the twentieth (20th) day of the next succeeding calendar month.

REPORTING PROCEDURE

BRITAM shall receive from and expect accurate, complete, and timely reports prepared in accordance with the formats approved by BRITAM based on examples provided by the Selected Supplier.

Monthly Statement of Parking Revenue and Expenses

- Monthly Aged Accounts Receivable
- Monthly reconciliation report showing monthly parking contract activity. (New cards issued, cards cancelled etc.)
- Or any other report BRITAM deems necessary to operate.
- Monthly Operation report with previous month's revenue attached, i.e.: PNL revenue summary and a live check.
- Secure online revenue management software accessible to BRITAM.

AUDIT:

With no prior notice, either BRITAM 's auditors or an independent auditing or accounting firm may inspect Selected Supplier's books that pertain to the costs incurred in operating the Parking Facilities. BRITAM shall have the right to audit the current year and the preceding three calendar years.

If the BRITAM shall have such an audit made for any year and the excess of gross receipts over operating expenses shown by the selected supplier's Statement of Parking Revenue and Expenses should be found to be understated by 3 percent or more, then selected supplier shall pay to BRITAM the cost of such audit and any monies which shall be due and payable, together with such interest from the date(s) such amount should have been paid to the date of payment. Such payment shall be made within seven (7) days after notice by BRITAM.

INSURANCE

Selected supplier must maintain at its expense the following insurance during the Term of the Agreement:

- A. Commercial General Liability.
- B. Workers' Compensation/Employer's Liability.
- C. Automobile Liability.

3.3 EVALUATION CRITERIA

STAGES OF EVALUATION:

- A) Mandatory requirements will determine the satisfactory responsiveness of a tenderer, failure to meet any of these set requirements as noted hereunder will render a tender nonresponsive and will automatically be disqualified.
- B) Technical Evaluation: Only bidders who will attain an overall score of 70marks and above in the technical evaluation will have their financial proposals evaluated.
- C) Financial Evaluation Stage award criteria: The lowest evaluated tender for the complete schedule will be recommended for award.

i. PRELIMINARY EVALUATION CRITERIA

	CRITERIA	COMPLIANCE
1	Attach a Copy of Certificate of Registration / Incorporation	Mandatory
2	Attach System Generated Copy of CR12 Certificate (for Incorporated Firms) issued within the last 3 months.	Mandatory
3	Copy of a Valid KRA Tax Compliance Certificate	Mandatory
4	Must provide a valid occupational safety and health certificate - DOSH	Mandatory
5	Current County Government Business License from the region they are offering services, clearly indicating location of Registered Office.	Mandatory
6	Bidders to provide proof of insurance cover including Indemnity against risk & Workman Injuries Benefit Cover (WIBA)	Mandatory
7	Bidders Must fill, sign and stamp the price schedule	Mandatory

Commercial-In-Confidence

10	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm and clearly indicate the list of Directors or Partners as applicable by in the Confidential Business Questionnaire which should be filled, stamped and signed	Mandatory
11	Site visit Certificate- Attach a Filled and Signed tender site viewing certificate by a designated officer at Britam Tower Office (site visit scheduled on 17 th April 2024 – 2Pm)	Mandatory
Any tender not meeting the mandatory and other eligibility criteria will not proceed to the Technical Evaluation Stage.		

3.2.1 Technical Evaluation Criteria

No.	Description of criteria	Marks
1	<p>Experience of the firm. The firm should demonstrate ability to perform all functions necessary in providing the Parking Facility Management Services outlined in this RFP. Additionally:-</p> <p>i) Bidders should provide at least three (3) reference sites where they are currently providing similar assignments. As evidence, bidders must attach certified copies of full contracts/LPOs for each assignment.</p> <p>ii) Bidders must attach performance appraisal and/or reference letters from at least three reference sites.</p> <p>iii) Bidders should provide a detailed description of the practices that demonstrate the firm's history and ability to provide outstanding customer service.</p>	10 15 15
2	<p>Proposed Project Implementation Methodology and Work Plan</p> <p>A. Describe methodology to operate and manage the facility in order to maximize efficiency and revenue.</p> <p>B. Provide a staffing scenario to include all shifts based on the following hours of operation and conditions: 7:00am- 7:00pm with a 30-minute lunch period to be taken between 11:30am- 1:30pm. Shifts are Monday- Saturday with the exception of any National Holidays or other closures for any reason at the discretion of the BRITAM.</p> <p>C. Meetings and Supervision:</p> <ul style="list-style-type: none"> • Regional Supervisor onsite quarterly • Area Supervisor onsite monthly with communications as necessary <p>D. Provide procedure for secure cash pick up and security including frequency, personnel, and/or vendors.</p> <p>E. Provide a copy of the risk management program that would pertain to the operation of the parking facility detailing but not limited to claims & complaints handling process.</p>	10 5 5 5
3	<p>Reporting: Evaluation of Company's Accounting, Audit and Internal Controls and Reporting Process and Procedure</p> <p>Supplier to provide sample reporting formats including monthly revenues, monthly expenses, monthly ticket counts, monthly validation breakdowns. Supplier to provide samples of secure web based (internet) online revenue management reports, i.e., P&L, activity reports, expenses etc</p>	20

4	<p>Evidence of experience and qualification of key staff to be engaged in the assignment.</p> <p>The bidder must provide CVs and four (4) Key Technical Staff who will be engaged in the assignment.</p> <p>Relevant Certificates Trainings & Certifications Over 3years experience CV</p> <p>The bidder must provide organogram and escalation matrix.</p>	10
4	<p>Improvement on Terms of Reference</p> <p>A. Include any other information you believe would be helpful and valuable in BRITAM 's evaluation of your bid and ANY EXCLUSIONS OR EXCEPTIONS as noted below.</p> <p>B. Prepare a detailed operating plan including hours of operation, proposed cleaning program, and audit controls.</p> <p>C. Provide a detailed description of additional revenue opportunities you can bring to these Projects with a shilling value for each.</p>	<p>3</p> <p>3</p> <p>4</p>

Technical – (Scores - 70%)

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

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

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

Financial – (Scores - 30%)

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

Britam will pay the Contractor a fixed price upon satisfactory completion of monthly landscaping services.

The Contractor shall include the cost of all equipment, materials, labour (including any premium pay for services required for overtime and holidays), overhead, taxes and profit in the fixed price for landscaping services.

3.4 PRICE SCHEDULE

Item	Description	Frequency	Cost Per Month	Cost Per Annum
1	Provision of parking management services	One off		
	VAT 16%			
	Total			

4 FORMAT OF RESPONSE TO TENDER

4.0 Information to be provided by bidders.

All bids should contain ALL INFORMATION REQUESTED IN SECTIONS 4.1 TO 4.5. The information should be in the following order.

4.1 General Information about the firm

Provide the following documentation in respect of your company.

- (i) Certificate of registration (or its equivalent) that is valid in accordance with any legally recognised jurisdiction.
- (ii) Tax compliance certificate (or its equivalent) that is valid in accordance with any legally recognised jurisdiction.
- (iii) Current County Trade license/Business permit
- (iv) Accreditations or a licence where applicable
- (v) Company Profile, with a clear organogram and area of speciality
- (vi) List of Directors (Name, ID Number/passport number, Nationality, Telephone and physical address
- (vii) Britam Non-Disclosure Agreement (document to be provided to accompany this RFQ)
- (viii) Britam Supplier Code of Conduct (document to be provided to accompany this RFQ)
- (ix) Britam Business Litigation and Probity; and Lead Time and Credit Period Declaration Form (document to be provided to accompany this RFQ).

4.2 Bid Preparation and Submission

The application and submission will be conducted electronically on SRM eProcurement Portal i.e. www.srmhub.com. Please follow the following steps to complete your application;

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

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

5 GENERAL CONDITIONS OF CONTRACT

5.1 Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Company. The resulting contract shall include but not be limited to the general terms of contract as stated below from 5.2 to 5.14.

5.2 Award of Contract

Following the opening and evaluation of proposals, the Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. Britam will communicate to the selected bidder its intention to finalize the draft conditions engagement in consultation with the bidder.

5.3 Application of General Conditions of Contract

These General Conditions (sections 5.2 to 5.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

5.4 Bid Validity Period

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

5.5 Non-variation of Costs

The prices quoted for the service and subsequently agreed and into the contract shall be held fixed for the contract period.

5.6 Delays in the Bidder's Performance

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

3.1.2. 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.

- 3.1.3. Except in the case of "force majeure" as provided in Clause 5.14, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 5.7.

3.2. Liquidated damages for delay

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

3.3. Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English language.

3.4. Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

3.5. Successful Bidder's Obligations

The successful bidder:

- 3.5.1. Is obliged to work closely with Britam staff, act within its own authority, and abide by directives issued by the Company that are consistent with the terms of the Contract.
- 3.5.2. Will abide by the job safety measures and will indemnify the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.
- 3.5.3. Will be responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanours.

- 3.5.4. Will not disclose the Company`s information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Company. This clause shall survive the expiry or earlier termination of the contract.

SITE VISIT CLEARANCE CERTIFICATE
BRITAM
RFP – PARKING FACILITY MANAGEMENT
TENDER NO. RFP-2024-002-003

This is to certify that M/s. _____ have visited, inspected and Verified the scope of works.

NO.	STATION	NAME OF BRITAM REPRESENTATIVE	SIGN	DATE OF VISIT
1.	Britam Towers			

Tenderers Representative

NO.	STATION	NAME OF BRITAM REPRESENTATIVE	SIGN	DATE OF VISIT
1.	Britam Towers			

6 BRITAM SUPPLIER CODE OF CONDUCT

6.1 GENERAL

This Code is applicable to all Britam suppliers (hereinafter "Supplier" or "Suppliers") and their employees (be they temporary, casual, or permanent) and sub-contractors throughout the world. Britam requires all Suppliers to conduct their business dealings with Britam in compliance with this Code and in compliance with all laws applicable to the Supplier's' business, wherever conducted. By entering business transactions with Britam, the Supplier agrees to abide by the terms of this Code and acknowledge that compliance with this Code is required to maintain the Supplier's status as a Britam Supplier. Britam shall have the right to terminate any Supplier's contract for failure to comply with the provisions of this Code. Britam recognizes that local laws may in some instances be less restrictive than the provisions of this Code. In such instances Suppliers are expected to comply with the Code. If local laws are more restrictive than the Code, then Suppliers are expected to comply with applicable local laws.

6.2 PROVISIONS

In particular, Suppliers must comply with the following:

6.2.1 Relations with competitors

Suppliers will be required to comply with applicable antitrust or competition laws and will not engage in any restrictive trade practices. Suppliers will at all times act in a manner that will uphold and encourage healthy competition.

6.2.2 Bribes, Conflicts of Interest, Gifts and other Courtesies

6.2.2.1 Bribes

Suppliers shall not make or offer bribes or payments of money or anything of value to any Britam employee or any other person including officials, employees, or representatives of any government or public or international organisation, or to any other third party for the purpose of obtaining or retaining business with Britam. For the avoidance of doubt Britam considers an act of bribery to include the giving of money or anything of value to anyone where there is belief that it will be passed on to a government official or Britam employee for this purpose. Suppliers are required to comply with all applicable local anti-bribery laws.

6.2.2.2 Gifts and other business courtesies

Suppliers shall ensure that any expenditure incurred in relation to any particular Britam employee or government official is in the ordinary and

proper course of business and cannot reasonably be construed as a bribe or so as to secure unfair preferential treatment. A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to the Supplier or Britam.

Britam employees may accept unsolicited gifts from Suppliers provided:

- they are items of nominal value – Kes1500 or less, or
- they are advertising or promotional materials having wide distribution e.g., calendars, stationaries, diaries, etc.; and
- Acceptance of the gift does not violate any applicable law.

6.2.2.3 Conflicts of Interest

No supplier shall enter into a financial or any other relationship with a Britam employee that creates a conflict of interest for Britam. A conflict of interest arises when the material personal interests of the Britam employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and approval to the transaction given.

6.2.3 Compliance and implementation

6.2.3.1 Licenses and Returns

The Supplier will be required to obtain and renew, in accordance with any law or regulations all permits, licenses and authorizations required for it to carry out its business. In addition, the Supplier will be required to prepare and file any returns that it may be required to file under its incorporation statute, the Companies Act.

6.2.3.2 Taxation, Financial Integrity, and Retention of Records

- The Supplier will comply with all revenue laws and will not evade tax.
- Suppliers will be required to maintain accurate and reliable financial and business records and shall not have any false or inaccurate accounting books or records related to Britam for any reason. Suppliers shall maintain all business records at the minimum in compliance with the provisions outlined by the Kenya Revenue Authority or local revenue authorities from time to time.

- When any government investigation or audit is pending or ongoing then Suppliers will not destroy any relevant records until the matter has been investigated and closed.

6.2.4 Violations

If a Supplier becomes aware of any known or suspected improper behaviour by another Supplier in relation to their dealings with Britam or if a bribe or other inducement is requested from a Supplier by any Britam employee or any other person with the promise of influencing Britam's position as far as that Supplier is concerned or if the Supplier feels that a conflict of interests exists with one of Britam's employees then all pertinent details should be reported in confidence to the following Contact Address

Procurement procurement@britam.com

6.2.5 Variations

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