



**KENYA REINSURANCE CORPORATION LIMITED**

**KRC/2019/155**

**REQUEST FOR PROPOSAL (RFP)**

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**REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO CONDUCT INTERNAL  
CUSTOMER SATISFACTION SURVEY, UNDERTAKE A CROSS BORDER CUSTOMER  
SATISFACTION SURVEY WITH KEY FOCUS TO CEDANTS AND BROKERS AND CUSTOMER  
RETENTION AND PRODUCT IMPROVEMENT STUDY**

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**JUNE 2019**

## 1 INVITATION TO TENDER

1.1 The Kenya Reinsurance Corporation Ltd. invites interested bidders to tender for:-

TENDER NO	DESCRIPTION OF SERVICE	TENDER SUBMISSION FORMAT
KRC/2019/155	<b>RFP FOR CONSULTANCY SERVICES TO CONDUCT INTERNAL CUSTOMER SATISFACTION SURVEY, UNDERTAKE A CROSS BORDER CUSTOMER SATISFACTION SURVEY WITH KEY FOCUS TO CEDANTS AND BROKERS AND CUSTOMER RETENTION AND PRODUCT IMPROVEMENT STUDY</b>	SEPARATE TECHNICAL & FINANCIAL PROPOSALS

1.2 Tender documents in plain sealed envelopes clearly bearing the correct **tender number** should be deposited in the Tender Box located on the 16<sup>th</sup> floor of Reinsurance Plaza Aga Khan Walk NAIROBI or be sent to:-

**Managing Director  
Kenya Reinsurance Corporation, Ltd  
Reinsurance Plaza, Nairobi  
Aga Khan Walk  
P.O. Box 30271 - 00100  
NAIROBI**

To be received by **18<sup>TH</sup> JUNE, 2019 at 10.00.am**. Technical proposals will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Corporations boardroom located at 16<sup>th</sup> Floor of the same building.  
**Bid bond should be included in the technical proposal.**

Prices quoted should be expressed in **Kenya shillings**, inclusive of Government taxes and should remain valid for a period of **120 days** from the date of closing of the tender

The tenderers are advised to **thoroughly read and understand the tender document before tendering**. The tenders must be **SERIALIZED AND PAGINATED**.

The tender security/Bid bond shall be **Kshs170,000** which should remain valid for a period of 150 days from the close of the tender. The tender Security should be in any of the following forms; Banker's cheques, a bank guarantee, an insurance company guarantee from Public Procurement Oversight Authority (PPOA) approved Insurance firms, Letter of credit, or Guarantee by a deposit taking microfinance institution/Sacco society/Youth Development Fund/Women Enterprise Fund. Find the template for the insurance tender security bond in the section titled "Standard Forms" in the tender document.

All cheques must be raised in favour of "Kenya Reinsurance Corporation Ltd", The Bid bond should be submitted together with the Technical bid. The bid Security should be in form of banker's cheques, a bank guarantee or an insurance security bond from PPRA approved Insurance firm.

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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- 2.12 Corrupt or fraudulent practices

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal

conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

## **2.2 Clarification and Amendment of RFP Documents**

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". If the clarification is material and warrants the attention of all bidders, the Client will respond by placing an advert in the dailies in form of an addendum. The client will determine if a clarification is material or not.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by a firm, amend the RFP. Any amendment shall be issued through advertisement in the dailies. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- I. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- ii. For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iv. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- v. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- i. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- iii. A description of the methodology and work plan for performing the assignment.
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- vi. Estimates of the total staff input (professional and support staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- vii. A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- viii. Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.



## **2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical and Financial) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare two copies. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The completed Technical and Financial Proposals must be delivered at the Submission address on or before the time and date stated in the Invitation to Tender. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

## **2.6 Proposal Evaluation General**

From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the invitation to tender. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

## **2.7 Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria given.

Each responsive proposal will be given a technical score (St).

A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

## **2.8 Public Opening and Evaluation**

2.8.1 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be

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included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.2 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this subclause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.3 The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender.

2.8.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

2.8.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as indicated in the Invitation to Tender. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants that they were unsuccessful.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- a. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b. Legal capacity to enter into a contract for procurement
- c. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d. Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **Appendix to Information to Consultants (Appendix A)**

1. The name of the Client is: **KENYA REINSURANCE CORPORATION LIMITED**
2. The method of selection is: **Quality and Cost Based Selection (QCBS)**
3. Technical and Financial Proposals are requested: Yes

The name of the Project is **REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO CONDUCT INTERNAL CUSTOMER SATISFACTION SURVEY, UNDERTAKE A CROSS BORDER CUSTOMER SATISFACTION SURVEY WITH KEY FOCUS TO CEDANTS AND BROKERS AND CUSTOMER RETENTION AND PRODUCT IMPROVEMENT STUDY**

4. A pre-proposal conference will be held: **NO**

5. The name, address and telephone numbers of the Client's official(s) are:

**KENYA REINSURANCE CORPORATION LTD**  
**P.O BOX 30271, 00100**  
**Nairobi.**  
**TEL: +254 20 2202000, 0703-083000**

6. The Client will provide inputs: **AS APPROPRIATE**

7. The estimated number of professional staff hours required for the assignment is: **AS APPROPRIATE**

8. The minimum required experience of proposed professional staff is:  
\_\_\_\_\_ TO BE EVALUATED \_\_\_\_\_

9. Training is a specific component of this assignment:  
\_\_\_\_\_ AS PROVIDED \_\_\_\_\_

10. Taxes: **PROVIDE INFORMATION AS APPROPRIATE**

11. Consultants must submit an original and ONE additional copy of each proposal.

12. The proposal submission address is: **AS INDICATED IN THE INVITATION** Information on the outer envelope should also include: **TENDER NUMBER AND NAME OF THE TENDER.**

13. Proposals must be submitted no later than the following date and time: **18<sup>th</sup> June, 2019 10.00 am**

14. The address to send information to the Client is:

**KENYA REINSURANCE CORPORATION**  
**16<sup>TH</sup> FLOOR, RE-INSURANCE PLAZA**  
**P.O BOX 30271-00100**  
**NAIROBI.**

15. The minimum technical score required to pass is **70%**
16. Alternative formulae for determining the financial scores is as provided
17. The assignment is expected to commence in the 2<sup>ND</sup> QUARTER 2019.....

## **SECTION III: - TECHNICAL PROPOSAL**

### Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

## **SECTION III - TECHNICAL PROPOSAL**

### **Table of Contents**

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff

### 3.1 TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the-----  
--- in accordance with your Request for Proposal dated \_\_\_\_\_  
[*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this  
Technical Proposal.

We understand you are not bound to accept any Proposal that you receive.  
We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address*:]



### 3.2. FIRM'S REFERENCES

**Relevant assignments carried out in the last five years that best competence of the firm.**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Project Name	Name of Client and Contact Person	Type of Work Performed	Year of Completion	Value of Contract

Firm's Name: \_\_\_\_\_

### 3.3 COMMENTS AND SUGGESTIONS OF FIRMS ON THE TERMS OF REFERENCE AND ON INFORMATION, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the information, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

### **3.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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### **3.5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

#### **3.5.1 Technical/Managerial Staff**

Name	Position	Task

#### **3.5.2 Support Staff**

Name	Position	Task

### 3.6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

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Detailed Tasks Assigned: \_\_\_\_\_

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Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

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Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

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Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ Date;

\_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative

## **SECTION IV: - FINANCIAL PROPOSAL**

### **Notes on preparation of Financial Proposal**

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part.

## **SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

### **Table of Contents**

1. Financial proposal submission Form
2. Summary of costs

#### 4.1 FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [Date]  
To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide -----  
----- in accordance with your Request for Proposal dated  
( \_\_\_\_\_ ) [Date] and our Proposal. Our attached Financial Proposal is for  
the \_\_\_\_\_ sum \_\_\_\_\_ of  
( \_\_\_\_\_ )  
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

#### 4.2 SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s) Year Totals
Subtotal		
Taxes		
Total Amount of Financial Proposal		

## **SECTION V: TERMS OF REFERENCE**

### **PROVISION OF FOR CONSULTANCY SERVICES TO CONDUCT INTERNAL CUSTOMER SATISFACTION SURVEY, UNDERTAKE A CROSS BORDER CUSTOMER SATISFACTION SURVEY WITH KEY FOCUS TO CEDANTS AND BROKERS AND CUSTOMER RETENTION AND PRODUCT IMPROVEMENT STUDY**

#### **5.1 INTRODUCTION AND BACKGROUND**

Kenya Re is the oldest Reinsurer in East and Central Africa. The Corporation offers a range of reinsurance services across different segments including fire, accident, property, marine, aviation, motor, agriculture, energy, life insurance and Retakaful. At inception, Kenya Re was mandated by its principal shareholder to grow the local insurance market, regulate the local insurance industry, build local expertise and capacity in insurance and reinsurance, and especially, stem capital flight through local insurers' placement of reinsurance with international reinsurers.

Kenya Re currently provides reinsurance to more than 265 companies spread out in over 62 countries in Africa, Middle East and Asia in fulfillment of its mandate. Kenya Re is quoted on the Nairobi Securities Exchange, with 60% of the Corporation owned by the Government of Kenya, and 40% held by private investors. The headquarters of the Corporation are located at Reinsurance Plaza, Taifa Road Nairobi. The Corporation also run two overseas subsidiaries in Zambia and Coted D' Voire.

#### **5.2 TERMS OF REFERENCE**

##### **5.2.1 KEY BUSINESS LINES**

###### **5.2.1.1 Reinsurance Products/Services Descriptions**

###### **a. Non Life**

Kenya Re offers Reinsurance and risk management solutions to its clients both locally and internationally. With the focused tag line, "Strength and Wisdom beyond borders" the Corporation provide reinsurance services across more than 265 Companies covering 62 countries in Africa, Middle East and Asia.

###### **b. Kenya Re Life**

The Corporation provide reinsurance to Life Insurance companies. With specialist knowledge of Life products, the Corporation offer tailored and sustainable reinsurance solutions to cedant and gives coverage for claims, advice Insurers as regards underwriting, pricing and development of new products.



The Table below show the number of cedants and brokers in Kenya, Africa and Overseas

<b>Geographical area</b>	<b>Brokers</b>	<b>Direct Insurance companies</b>	<b>Grand total</b>
Kenya	29	30	<b>59</b>
Africa	107	122	<b>229</b>
Overseas	31	27	<b>58</b>
<b>Total</b>	<b>167</b>	<b>179</b>	<b>346</b>

**c. Retakaful**

Kenya Re has been running a Retakaful Window since 2013. The window offer Retakaful support on proportional and non-proportional basis for treaty as well as facultative business in Africa, Middle East and Asia.

**d. Claims**

The Corporation has a department responsible for claims settlement and is very key in service delivery to our clients.

**e. Property**

The Corporation has over 350 tenants occupying its four key commercial buildings which include Anniversary Towers, Reinsurance Plaza (Nairobi), Reinsurance Plaza (Kisumu) and Kenya Re Towers (Upper Hill).

**f. Investments**

The Corporation has or will continue to invest in different investment options including quoted equities listed in the stock markets, government securities, high yield and investment grade debt securities, cash and demand deposits, fixed and time deposits, unquoted securities, international investments and approved collective schemes (international investments in quoted equities).

It is against this backdrop that the Corporation's wishes to procure services of a competent consultancy firm, with proven experience to provide consultancy services on detailed market analysis for reinsurance business in Kenya, Africa, Middle East and Asia.

It is against this background that the Corporation's wishes to procure services of a strategy advisory firm to develop business plans for 2020 and 2021 and eventually develop the Corporation's 5 year strategic plan for the period 2022-2026. The costs for each year should be quoted separately.

## **5.2.2 Objectives of this consultancy**

The broad objective of this research would be to carry out an internal customer satisfaction survey, undertake a cross border customer satisfaction survey with key focus to cedants, brokers and carry out a retention study and product improvement. The later will include an in-depth analysis of the current retention initiatives and product improvement requirements, both within Kenya Re and competition for reinsurance services in the key markets of the Corporation's operational geographies. Specific tasks of this research will include:

The specific objectives of these studies will include the following:-

**A. INTERNAL CUSTOMER SATISFACTION SURVEY**

- i. Measure satisfaction of internal customers and provide a quantitative baseline to compare results. Over time these results will be used to compare, benchmark, measure and spot long term trends, which in turn will enable fact-based decision making.
- ii. Documents lessons on strengths and weaknesses the organization has in order to maximize the strengths and remedy the weaknesses.
- iii. Measure the internal customer satisfaction to reinforce the Corporation's service orientation, values and mission.
- iv. Make recommendations that will seek to motivate staff as everyone pulls towards a common goal of excellent customer service both internally and externally, inform reward and recognition programmes and assist direct training spend into much needed areas by identifying the areas where areas / teams and / or individuals have not performed well.

**B. INTERNAL & CROSS BORDER CUSTOMER SATISFACTION SURVEY**

- v. Develop a composite measure of customer satisfaction and use it to determine the overall rating of the current level of satisfaction;
- vi. Determine the quality of service delivery as perceived by the customers;
- vii. Identify whether expectations are being met or otherwise;
- viii. Identify future intentions of participations by the customers;
- ix. Identify gaps in service delivery;
- x. Identify the sources of customer complaints/dissatisfaction in regard to service delivery;
- xi. Incorporate in the analysis the result gathered from the internally conducted customer satisfaction survey from different events
- xii. Compare result from last year's survey
- xiii. Propose service improvement measures; and
- xiv. Prepare and deliver a comprehensive report detailing the methodology, findings, and recommendations from the assessment.

### **C. CUSTOMER RETENTION STUDY AND PRODUCT IMPROVEMENT STUDY**

- i. Undertake a situational analysis of what has changed and what is likely to change that has significant impacts in the key markets for the corporation.
- ii. Conduct demand evaluation: Assess the reinsurance service's needs, preference in key markets for the Corporation including identifying new business opportunities. The primary research shall utilize both quantitative and qualitative approaches and must be complemented by secondary research on the demand and supply of reinsurance services in the identified geographies
- iii. Carry out competitor analysis to understand the level of competition in each of the key markets and gain an in-depth understanding of the characteristics and market penetration of the services.
- iv. Undertake client segmentation for the purposes of identifying key focus areas. The segmentation will preferably be done through demographic/socio-economic characteristics and service preferences.
- v. Undertake a gap market analysis for the priority markets with a view of identifying avenues that the Corporation can tap into including emerging product line
- vi. To assess Kenya Re and Africa's reinsurance business trends and shortlist potential growth markets for Kenya Re
- vii. To identify and analyze existing market/ country sector markets trends and projections
- viii. To understand the country or market reinsurance landscape for each of the target countries/ markets.
- ix. To understand target countries/ markets target audience future plans e.g. in terms of openness or acceptance to a foreign African reinsurance institution vis-à-vis other international institution.

- x. Identify market requirements and barriers to entry i.e. explore and establish country specific policies that would either accelerate or shield an investor like Kenya Re in these markets and recommend route to market strategies for Kenya Re.
- xi. To understand what the target audience expectations and believe to be most important when deciding or selecting which reinsurance service to use.
- xii. To evaluate the positioning and images, as perceived by the target audience of competing reinsurance services in the selected market segment or segments
- xiii. Make clear and actionable recommendations that will support the Corporation towards achieving its financials goals as articulated in the 2017-2021 strategy.

### **5.2.3 The task**

Kenya Re requires the services of a consulting firm to undertake the subject studies and which are meant to support its implementation of the financial goals of the corporate strategy. The selected consulting firm/consortium must demonstrate a thorough understanding of and familiarity with the subject matter, practical experience in the specific areas and fields and possess knowledge and familiarity of the subject area.

#### **General Tasks:**

The selected consulting firm(s) will at a minimum do the following:

1. Facilitate an inception meeting with the Kenya Re management where a plan of work will be presented that will guide the implementation of this consultancy.
2. Review all the relevant documents provided by the Corporation including the five year performance per country, class of business, the project work plan and any other source documents deemed necessary to complete the consultancy.
3. Consult with the Kenya Re personnel as required.
4. Recommend appropriate sampling and research methods that will generate results that are representative.

5. Undertake both primary and secondary data collection across all the geographical areas considered key by the Corporation
6. Conduct detailed data analysis and report writing and provide clear actionable recommendations.

### **Outputs and deliverables of the consultancy**

The selected consulting firm will plan, organize and effectively undertake the required work leading to the successful completion and implementation of the three studies. The following outputs and deliverables must result from the tasks being undertaken by the consulting firm.

1. The inception report and work plan
2. Clear methodology and sampling design
3. Recruitment of field personnel with experience in insurance/reinsurance research to undertake data collection
4. Train the field personnel on data collection methods
5. A quality control mechanism that will ensure reliability of the data
6. The final report and other relevant documentation

## **6 Requirements**

### **6.1 Level of effort**

The level of effort required for the completion of the tasks should not exceed a total of ninety (90) person days and is expected to commence on or about August, 2019 and be completed by 30<sup>th</sup> November, 2019. The number of days assigned to each key expert should be stated in the technical proposal and the budget.

### **6.2 Personnel**

#### **Key experts**

The selected consulting firm will identify the team of consultants, including a designated team leader. The team leader from the consulting firm will work together to develop a detailed work plan. The team members are to assist with the implementation of the agreed work plan. The team to work on this consultancy will include a researcher in

insurance/reinsurance sector, a quantitative specialist, Qualitative analyst and a field manager. Other specialists can be added to the team if required or as needed but will not be considered a key experts.

The team leader should be one of the key specialist experts and will possess demonstrated skills and experience in the field. Other key experts must provide demonstrated skills and at five years of experience in their fields and must hold at least a masters university degree or other relevant professional qualifications in the related field.

### **Key expert 1: Team Leader**

The team leader will be responsible for the preparation and presentation of the draft and final report, and preparation of actionable recommendations that guide the Corporation towards achieving its strategy, other required documents and reports to Kenya Re as well as the coordination of the technical team towards achieving the objectives of this terms of reference.

**Qualifications and skills:** University degree (Masters is a must) in Statistics/economics or research field

**General professional experience:** At least ten years continuous working experience in the fields of research and market analysis.

**Specific professional experience:** Must have prior working experience in market analysis, customer retention and satisfaction studies.

### **Key expert 2: Quantitative Survey Manager**

**Qualifications and skills:** Master's Degree in Statistics, mathematics, computer science, information technology or other related subject areas. Specialist training in at least one of the leading quantitative analysis soft wares with proven experience in data management.

**General professional experience:** At least seven years post graduate experience in continuous working experience in the field. The consultant must have a strong background in carrying out similar surveys.

**Specific professional experience:** Specific work experience in the quantitative data management.

### **Key expert 3: Qualitative analyst**

**Qualifications and skills:** A master's degree or higher in sociology, anthropology, economics, business administration or related field with relevant experience in ethnographic research. The consultant must possess 5 or more years of experience conducting qualitative research in financial sector and/or insurance/reinsurance sub-sector. Proficiency in using leading qualitative data analysis software is a must.

**General professional experience:** At least five years continuous working experience in the qualitative research field with specific experience in a leading qualitative tool.

### **Key expert 4: Field Manager**

**Qualifications and skills:** At least a Bachelor's degree and a post graduate diploma in project management or related field with not less than 5 years' experience in managing multi-country field personnel.

**General professional experience:** 5 or more years' experience in managing complex research projects. The consultant must possess excellent tactical management, communication and organizational skills. The consultant must be able to manage a team of field researchers, assign their daily tasks, performing quality control audits, hiring and training field staff; and traveling to other markets to work with the field staff in person.

### **Key expert 5: CAPI expert**

**Qualifications and skills:** At least a Bachelor's degree in information technology, mathematics, statistics, computer science or economics with at least 5 years' experience in designing CAPI surveys.

**General professional experience:** 5 or more years' experience in CAPI design using either CPro, survey solutions, survey monkey, ODK or any other similar/related solution for CAPI development

### **6.3 Other experts**

**CVs for experts other than the key experts will not be evaluated/scored during the tender evaluation but should be included in tenders.**

The selected consulting firm shall propose consultants as required to complete the tasks identified in this Terms of Reference. They must indicate clearly which profile they have so it is clear which fee rate in the budget breakdown will apply.

### **6.4 Office accommodation**

This will be provided as and when needed during the execution of the consultancy. However, we will expect training of field personnel be coordinated at the successful bidder premises of convenience.

### **6.5 Facilities to be provided by the Consulting Firm**

The selected consulting firm or consortium shall ensure that its experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

### **6.6 Language**

Consultants must be fluent in official language of the countries they are assigned to work. However, all reports, other documents and training materials must be in English.

## **7 Implementation schedule**



The selected consulting firm will be responsible for the development of an implementation schedule for the consultancy with the Corporation. This schedule should include but is not limited to the following:

- Inception meeting and the presentation of a work plan to the Corporation
- Training interviewers for the face-to-face interviews and key informant interviews
- Scheduling and moderating the key informant interviews
- Coordinating with the Research Associate/Project Manager to arrange the timing and preparations for field research;
- Reviewing, piloting, and providing input into questionnaires to be used in the research;
- Translating questionnaires;
- Supplying, programming and maintaining data collection equipment;
- Arranging and managing all logistics related to the execution of the research;
- Participating in training sessions with the Research Associate/Project Manager and research advisors as needed to prepare and implement research;
- Review of documentation and preparation of draft plans and reports
- Presentation of deliverables
- Presentation of draft and final reports

## **8 Supervision and reporting**

### **8.1 Supervision**

The draft inception report will be presented by the consultant or consulting firm at the inception meeting. Following the meeting the consultant or the consulting firm will incorporate inputs made at the meeting and other inputs provided by the Corporation into a final inception report which will be presented within one week after the meeting.

The selected consulting firm will report to the **Manager – Research & Development** or his designee and will be responsible for the preparation and delivery of a comprehensive report of the activities undertaken within the terms of this consultancy including those outputs/reports described above. The Corporation's Project Manager will be delegated responsibility for day to day liaison with the consulting firm to ensure that the expected outputs are achieved.

## **8.2 Reports**

An electronic copy of the draft report and other documentation will be presented to the management of the Corporation. The consulting firm will incorporate comments, feedback and inputs from the Management into the final report and other documents.

The consulting firm will put in place a robust feedback mechanism to receive comments, feedback and inputs from the Corporation during the execution of this consultancy and will be expected to share such reports periodically.

## **9 Duration of the consultancy**

It is expected that the implementation of this activity will be completed over the period commencing in July, **2019** and be completed by **30<sup>th</sup> November 2019** and will not exceed Ninety (90) consecutive days.

## **10 Bid evaluation criteria**

### **10.1 Technical evaluation**

The evaluation criteria and weightings that will be applied to this request for proposal are as follows:

The following will constitute how the tenders will be evaluated.

NB: All documents listed as required under the mandatory section, must be submitted, and must be current, non-compliance will lead to automatic disqualification.

Bids which score less than 60/80 in the technical evaluation part will not proceed to financial evaluation.

<b>PART - A PRELIMINARY AND MANDATORY REQUIREMENTS SECTION</b>		
1	Certificate of Registration/Incorporation	Required
2	Valid and current Tax compliance certificate	Required
3.	Valid Trading license	Required
4.	CR 12	Required
5.	Bid Bond Kshs 170,000	Required
6.	Audited financial accounts for the last 2 years	Required

<b>PART B – TECHNICAL EVALUATION PART</b>	<b>Max Score</b>
<b>GENERAL DESCRIPTION OF FIRM</b>	
Firm should have at least 5 years' experience (5 years or more-3 marks, 2-4 years-2 marks, Less than 2 years-0)	3
Organization structure showing clearly where the this assignment fit in the organogram	2
<b>Sub-total</b>	<b>5</b>
<b>EXPERIENCE AND QUALIFICATION OF THE FIRM</b>	
Recommendation letters of at least 3 clients served in the last 5 years in undertaking customer satisfaction surveys or market evaluation surveys - 3 marks for each	9
Recommendation letters of at least 2 clients served in the last 5 years in undertaking customer retention or feasibility related studies - 3 marks for each	6
Demonstrate experience in multi-country studies/relationship with other agencies in other markets within Africa who will support data collection in those particular markets	2
Evidence of designing at least 3 CAPI surveys in the last 3 years - 1 mark each	3
<b>Sub-total</b>	<b>20</b>

<b>PART B – TECHNICAL EVALUATION PART</b>	<b>Max Score</b>
<b>METHODOLOGIES OF THE STUDIES</b>	
Demonstrate understanding of the TORs by illustrating how mixed methods (desk review, qualitative and quantitative methods will be employed to collect data using electronic means) -2 marks for each	6
Evidence of purchase or ownership of a quantitative analysis tool for data analysis	2
Evidence of purchase and/or ownership of qualitative data analysis software	2
Evidence of purchase and/or ownership of a computer aided data gathering tool	2
Evidence of purchase and/or ownership of at least 30 tablets for data collection	1
Clear sampling strategy illustrating selection of representative samples for staff, cedants, brokers, tenants and other customers	5
Demonstrate clearly how the firm will pursue sampled individuals to ensure achievement of the selected sample within the selected sample frame	3
Evidence of server ownership for data to be collected including the security features to safeguard survey data	2
<b>Sub-total</b>	<b>23</b>
<b>EXPERIENCE AND QUALIFICATION OF PROPOSED PERSONNEL</b>	<b>SCORE</b>
<b>A. LEAD CONSULTANT</b>	
University degree (Masters is a must) in Statistics/economics or research field (attach copies of the certificates)	2
At least ten years continuous working experience in the fields of research and market analysis	3
Prior working experience in insurance/reinsurance research	2
The team leader must be also a member of the Chartered Insurance Institute OR Marketing & Social Research Association (MSRA)	5
<b>Sub-total</b>	<b>10</b>
<b>B. QUANTITATIVE LEAD</b>	

<b>PART B – TECHNICAL EVALUATION PART</b>		<b>Max Score</b>
Master's Degree in Statistics, mathematics, computer science, information technology or other related subject areas (attach copies of the certificates). Specialist training in at least one of the leading quantitative analysis softwares with proven experience in data management		2
<b>General professional experience:</b> At least seven years post graduate experience in continuous working experience in the field. The consultant must have a strong background in carrying out similar surveys in insurance/reinsurance sector.		2
Proficiency in using leading quantitative data analysis software		1
<b>Sub-total</b>		<b>5</b>
<b>C. QUALITATIVE LEAD</b>		
A master's degree or higher in sociology, anthropology, economics, business administration or related field with relevant experience in ethnographic research (attach copies of the certificates)		2
At least five years continuous working experience in the qualitative research field with specific experience in financial sector and/or insurance/reinsurance sub-sector		2
Proficiency in using leading qualitative data analysis software		1
<b>Sub-total</b>		<b>5</b>
<b>D. FIELD MANAGER</b>		
At least a Bachelor's degree in social science with not less than 5 years' experience in managing multi-country field personnel (attach certificate copies)		2
5 or more years' experience in managing complex multi-country research projects		2
Certification in project management and planning e.g. PMP, Prince or any other related		1
<b>Sub-total</b>		<b>5</b>
<b>D. CAPI EXPERT</b>		
At least a Bachelor's degree in information technology, mathematics, statistics, computer science or economics with at least 5 years' experience in designing CAPI		1

<b>PART B – TECHNICAL EVALUATION PART</b>	<b>Max Score</b>
surveys (attach copies of certificates)	
5 or more years' experience in CAPI design using either CSPro, survey solutions, survey monkey, ODK or any other similar/related solution for CAPI development	1
<b>Sub-total</b>	<b>2</b>
<b>Sub-total (PROPOSED PERSONNEL)</b>	<b>27</b>
<b>WORKPLAN</b>	
Detailed workplan showing all the critical steps for delivery of the assignment within the stipulated timelines	
1. Inception, clearly setting out the envisaged risks and mitigation plans	1
2. Design of the surveys/studies	1
3. Data collection	1
4. Data analysis and interpretation	1
5. Reporting and actioning of the recommendations	1
<b>Sub total</b>	<b>5</b>
<b>Grand total (OUT OF 80)</b>	<b>80</b>

Only firms that score 60 points and above at technical evaluation will proceed to financial evaluation.

**NB.**

- Bids must be valid for a period of 120 days or above.**

**10.2 Technical/financial evaluation criteria**

Technical proposal will carry a weighting of 80% marks and financial proposals will have a weighting of 20% marks. The formula in determining the financial score is as follows: - (The single currency for the price conversion is Kenya shillings)

$$SF = \frac{FM}{F} \times 100$$

SF = Financial Score

FM = Lowest Financial Proposal

F = Financial Proposal under consideration.

The lowest bid will be given maximum financial score.

The consulting firm must submit a budget detailing estimated cost of the expected implementation of this activity. This budget must be in the form of a complete breakdown detailing costs of personnel, transportation and other materials. A fixed price contract will be entered into with the selected consulting firm. Payment will be made upon acceptance of deliverables by the Research & Development Department

### 10.3 Combined financial and technical score

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows:-

$$S = S_t \times T\% + S_f \times P\%$$

Where

$S_t$  = Technical Score

T = Technical Weighting

$S_f$  = Financial Score

P = Financial Weighting

S = Combined Financial and Technical Score

## 10.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either part 2(a), 2(b) or 2(c) whichever applies to your type of business and part 3. You are advised that it is a serious offence to give false information on this form.

No	Part 1 – General
4.1	Business Name
4.2	Location of Business Premises
4.3	<div> <div>Plot</div> <div>No.</div> <div>.....Street/Road.....</div> <div>Postal Address .....</div> <div>Telephone Numbers.....</div> <div>Fax Number .....</div> <div>E-mail Address .....</div> </div>
4.4	Nature of Business
4.5	Registration Certificate No.
4.6	<div>Maximum value of Business which you can handle at any one time.</div> <div>Kshs</div> <div>.....</div> <div>Name of your Bankers.....Branch.....</div>
4.7	Confirm credit period extended your to clients
	<b>Part 2 (a) – Sole Proprietor</b>
4.8	<div>Your Name in Full .....</div> <div>Age.....</div>



	<div>Nationality .....</div> <div>Country ..... of Origin.....</div> <div>Citizen Details.....</div> <div>.....</div>
	<div>Part 2 (b) – Partnership</div>
4.9.	<div>Given details of partnership as follows:-</div> <div><div>2b.2</div><div>Name..... Nationality.....Citizenship Details..... Share.....</div><div>1.....</div><div>2.....</div><div>3.....</div><div>4.....</div><div>.....</div></div>
	<div>Part 2 (C) – Registered Company</div>
4.10	<div>Private or Public</div> <div>.....</div> <div>.....</div>

4.11	<p>State the Nominal and issued Capital or Company</p> <p>Nominal (Kshs)</p> <p>.....</p> <p>Issued (Kshs)</p> <p>.....</p> <p>Given details of all Directors as follows:-</p> <p>Name..... Nationality.....Citizenship Details....., Share.....</p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>4.....</p> <p>5.....</p> <p style="text-align: center;"><b>Part 3 – Eligibility Status</b></p>
4.13	<p>Are you related to an Employee, Committee member or Board Members of Kenya Re?</p> <p>Yes.....No.....</p>
4.14	<p>If answer in '4.13 is Yes give the relationship.</p> <p>.....</p>
<p>4.15 Does an Employee, Committee Member, Board Member of Kenya Re sit in The Board of Directors or Management of your Organization, subsidiaries or Joint Venture? <b>Yes</b>.....<b>No</b>.....</p> <p>.....</p>	

.....  
.....  
.....

4.16 If Answer in '4.15' above is **Yes** give details

.....  
.....  
.....  
.....

4.17 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Reinsurance Corporation Ltd to provide consulting services for preparation of design, specifications and other Documents to be used for procurement of the goods under this invitation?  
Yes.....No.....

4.18. If answer in '4.17' above is **Yes** give details

.....  
.....  
.....  
.....

4.19 Are you under a declaration of ineligibility for corrupt and fraudulent Practices? Yes ..... No.....

4.20 If answer in '4.19' above is **Yes** give details

.....  
.....  
.....

4.21 Have you offered or given anything of value to influence the pre-qualification Process? Yes .....No.....

4.22 If answer in '4.20' above is Yes give details

.....  
.....  
.....

I/We Declare that the information given on this form is correct to the best of

My/our knowledge and belief and that I/We Kenya Reinsurance corporation Ltd  
to seek any other reference concerning my/our company from  
whatever sources deemed relevant e.g. Company Registrars Office, Bankers  
etc.

Date.....Signature of Candidate.....

If a Kenyan citizen, indicate under "citizenship Details," whether by Birth, Naturalization of  
registration.

: \_\_\_\_\_

## 10.5 TENDER SECURITY FORM

Whereas ..... [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated..... [date of submission of tender] for the provision of .....[name and/or description of the equipment] (hereinafter called "the Tender")..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 10.6 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between .....  
[*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called  
"the Procuring entity") of the one part and ..... [*name of tenderer*] of  
..... [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender  
by the tenderer for the supply of those goods in the sum of .....  
[*contract price in words and figures*] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of .  
\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

## 10.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

---

[address]

---

[date]

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No.\_\_\_\_\_

Tender Name\_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)\_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**8.7 FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day  
of .....20.....

### **ANTI – CORRUPTION POLICY**

Kenya Re has committed itself to “Zero” tolerance on corruption and working with the government and other agencies in tackling the vice. Part of our corporate values is “integrity”; Kenya Re does not engage in corruption or any form of unethical inducement or payment including facilitation payments and “kickbacks”.

In order to achieve this, Kenya Re is committed to ensure that:

- No form of bribery or corruption is tolerated.
- Strong internal controls to avert any form of corruption are put in place at all times.
- All employees avoid any activities that might lead to or suggest a conflict of interest with the business of the Corporation.
- Employees declare gifts accepted or offered which will be subjected to managerial review.
- A strong corporate governance framework which encompasses accountability, transparency, participation, equality, rule of law, capacity and competence and responsiveness to people’s needs is consistently embraced.
- Immoral behaviour, favouritism, discrimination and nepotism are not tolerated.
- All corruption cases reported by any employee are handled expeditiously and fairly.
- The protection of the identity of persons making corruption disclosures and also take all possible actions to protect individuals subject to unfair or malicious allegations.
- The Corruption Prevention Committee is at liberty to prescribe the disciplinary action to be taken against the employee(s) concerned.
- Staff are continuously sensitized and trained on matters of ethics and integrity once every year.

This policy document shall be reviewed from time to time at such intervals as management may determine.

## **ANTI – CORRUPTION POLICY**

Kenya Re has committed itself to “Zero” tolerance on corruption and working with the government and other agencies in tackling the vice. Part of our corporate values is “integrity”; Kenya Re does not engage in corruption or any form of unethical inducement or payment including facilitation payments and “kickbacks”.

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- Strong internal controls to avert any form of corruption are put in place at all times.
- All employees avoid any activities that might lead to or suggest a conflict of interest with the business of the Corporation.
- Employees declare gifts accepted or offered which will be subjected to managerial review.
- A strong corporate governance framework which encompasses accountability, transparency, participation, equality, rule of law, capacity and competence and responsiveness to people’s needs is consistently embraced.
- Immoral behaviour, favouritism, discrimination and nepotism are not tolerated.
- All corruption cases reported by any employee are handled expeditiously and fairly.
- The protection of the identity of persons making corruption disclosures and also take all possible actions to protect individuals subject to unfair or malicious allegations.
- The Corruption Prevention Committee is at liberty to prescribe the disciplinary action to be taken against the employee(s) concerned.
- Staff are continuously sensitized and trained on matters of ethics and integrity once every year.

This policy document shall be reviewed from time to time at such intervals as management may determine.



**Michael Mbeshi**  
**Ag. Managing Director**

Date 28/05/2018



# KENYA REINSURANCE CORPORATION LTD

## QUALITY POLICY

As a leading Reinsurer in our chosen markets, we commit to

- Provide risk management solutions that secure the future and create value for stakeholders
- Comply with International Standards as well as Quality Management System (QMS) requirements as outlined in ISO 9001
- Comply with all applicable regulatory and statutory requirements, and any other requirements that may not be statutory/regulatory.

We undertake to realize the above by keeping tabs on our Corporate Performance Objectives:

- Financial performance:** Achieve sustainably robust financial performance to grow stakeholder value
- Business process:** Maintain systems and processes that address business needs and stakeholder interests
- Business development:** Grow and diversify quality portfolios for business sustainability
- Risk management:** Maintain robust risk management initiatives in order to achieve corporate objectives
- People and culture:** Develop human resource capabilities and culture to match the Corporation's performance requirements

Consistent with this policy, specific quality objectives are established at relevant functions and levels within the Corporation. By mutual encouragement, commitment and cooperation through teamwork, all Kenya Re employees will perform their tasks diligently towards the achievement of our quality objectives, and continual improvement of the quality management system.

This policy shall be communicated and understood internally by all employees, and externally by all other stakeholders as well (through our website [www.kenyare.co.ke](http://www.kenyare.co.ke)). It shall be reviewed for continuing suitability taking into account changing Quality Management Systems and other practices.

A handwritten signature in black ink, appearing to read 'Michael J. Mbeshi'.

**MICHAEL J. MBESHI**

**AG. MANAGING DIRECTOR**

**DATE: 2<sup>ND</sup> MAY 2018**



## **KENYA REINSURANCE CORPORATION LTD**

### **INFORMATION SECURITY POLICY**

It is the policy of the Kenya Reinsurance Corporation (Kenya Re) that information confidentiality, integrity, and availability requirements, needs and expectations of interested parties are identified and that information is protected through a systematic process of risk assessment and risk treatment to satisfy, as appropriate, interested parties and needs of the Corporation in consideration of its mission to provide risk management solutions that secure the future and create value for stakeholders.

To ensure the integration and effective management of information security practices within Kenya Re, an Information Security Management System (ISMS) has been established, implemented, maintained, and shall be continually improved in accordance with the requirements of ISO/IEC 27001. The management system shall be independently audited for conformity at least once annually and results reported to the Managing Director.

As part of this framework, measureable information security objectives shall be established and monitored in the Corporation at all departmental levels. The overall performance of the ISMS shall be reviewed by the Management at planned intervals, and at least once annually or in the event of significant changes to ensure the continuing suitability, adequacy, and effectiveness of the ISMS.

The Corporation is committed to:-

- Establishing, implementing, maintaining, and continually improving the ISMS in accordance with the requirements of ISO/IEC 27001,
- Establishing and reviewing Information Security objectives at all Functions,

- Managing of information security risks through risk assessment and treatment,
- Reviewing the ISMS at planned intervals and in the event of significant changes to ensure its continuing suitability, adequacy, and effectiveness, and
- Providing assurance to interested parties of the Corporation's information security capability and commitment in meeting their requirements and expectations through third party audits.

This policy shall be communicated and understood internally by all employees, and externally by all other stakeholders as well (through our website [www.kenyare.co.ke](http://www.kenyare.co.ke)).



**MICHAEL J. MBESHI**

**AG. MANAGING DIRECTOR**

**DATE: 17TH JULY 2018**