



KENYA REINSURANCE CORPORATION LIMITED

KRC/2021/023

REQUEST FOR PROPOSAL (RFP)

**DEDICATED INTERNET LINK FOR HQ & A MPLS LAYER 3 VPN SOLUTION TO
LINK HQ AND BRANCHES**

MARCH 2021

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1. INVITATION TO TENDER

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

TENDER NO	DESCRIPTION OF SERVICE	BID BOND	TENDER SUBMISSION FORMAT
KRC/2021/023	DEDICATED INTERNET LINK FOR HQ & A MPLS LAYER 3 VPN SOLUTION TO LINK HQ AND BRANCHES	Kshs 90,000.00	TECHNICAL & FINANCIAL PROPOSALS COMBINED

- 1.2 Each page in the tender document must be continuously **serialized and paginated**.
- 1.3 Tenders in sealed envelopes bearing the correct tender number should be deposited in the Tender Box located on the 16th 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**

- 1.4 To be received by **16TH MARCH, 2021 at 10.00 am**. Tenders will be opened the same day and time in the Corporation's Boardroom in the presence of bidders or their representatives who choose to attend.
- 1.5 Prices quoted should be expressed in Kenya shillings, inclusive of Government taxes and should remain valid for a period of **120 days** from the closing date of the tenders.
- 1.6 Bidders who download the tender documents from the website must forward their particulars immediately via email to procurement@kenyare.co.ke. This is for records and any further tender clarifications and addendum where necessary. The particulars should include: Name of Firm, Postal Address, Telephone Number, Email Address, Tender Number, and Tender Name

1.7 The tender security/Bid bond shall be **Kshs. 90,000.00** (Ninety thousand) 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 (PPRA) 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.

2. BACKGROUND

Kenya Reinsurance Corporation Limited is the oldest Reinsurer in Eastern and Central Africa. Kenya Re was established through an Act of Parliament in December 1970 and commenced business in January 1971. Kenya Re's core activity is providing quality reinsurance services. Currently, Kenya Re provides reinsurance services to more than 200 companies spread over 50 countries, mainly in Africa, Middle East and Asia. In an effort to offer world-class reinsurance service, and to benchmark its quality to international standards, the Corporation got rated. The ratings are: B (Fair). By A. M Best and AA by Global Rating Agency. These are premier global rating agencies, which also serve as reconfirmations of Kenya Re's financial strength. Kenya Re is also ISO 9001:2015 and ISO 27001:2013 certified. These ratings and grading have been maintained to date.

3. GENERAL INSTRUCTIONS

3.1 Introduction

- 3.1.1 The consultants are invited to submit separate Technical and Financial Proposal at least **3 Copies**, one marked **original** and the other two clearly marked **copy 1, copy 2**, all sealed in one envelope.
- 3.1.2 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.
- 3.1.3 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

3.2 Clarification and Amendment of RFP Documents

- 3.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [10] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address. The Client will respond as appropriate.

3.2.2 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 an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be brought to the attention of bidders through an advert in the local dailies. The Client may at his discretion extend the deadline for the submission of proposals.

3.3 Preparation of Technical Proposal

3.3.1 The Consultants proposal shall be written in English language.

3.3.1 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.

3.3.2 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) 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.

3.3.3 The Technical Proposal shall include 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.
- (vi) A detailed description of the proposed methodology.
- (vii) Any additional information requested in the Terms of Reference

3.4 Preparation of Financial Proposal

3.4.1 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 include all costs to undertake the assignment and taxes.

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

3.4.3 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.

3.5 Submission, Receipt, and Opening of Proposals

3.5.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

3.5.2 The consultants will prepare **THREE** copies of the proposal. Combined Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" and "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 3.5.3** The original and copy of the Technical and Financial proposal shall be placed in SEPARATE inner sealed envelope clearly marked **“TENDER FOR DEDICATED INTERNET LINK FOR HQ & A MPLS LAYER 3 VPN SOLUTION TO LINK HQ AND BRANCHES”** The name and address of the firm submitting the tender should also be indicated in the Inner envelope.

The envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, Tender No, name of tender as indicated above and the words, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

- 3.5.4** The completed Proposals must be delivered at the submission address on or **16TH MARCH 2021** Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 3.5.5** After the deadline for submission of proposals, the Proposal (Technical and Financial) shall be opened immediately by the opening committee.

3.6 Proposal Evaluation General

3.6.1 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.

3.7 Evaluation of Technical Proposal

3.7.1 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 as outlined in the Terms of Reference.

3.8 Evaluation of Financial Proposal

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

3.8.3 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

3.8.4 No contract price shall be varied upwards within twelve months from the date of the signing of the contract.

3.8.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.9 Negotiations

3.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Invitation to Tender. The aim is to reach agreement on all points and sign a contract.

3.9.2 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.

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

3.9.4 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.

3.9.5 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.

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

3.10 Award of Contract

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

3.10.2 The selected firm is expected to commence the assignment on the date and at the location agreed upon.

3.10.3 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.

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

3.10.5 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.

3.10.6 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.

3.11 Confidentiality

3.11.1 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.

3.12 Corrupt or fraudulent practices

3.12.1 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.

3.12.2 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.

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

4 PROPOSAL FORMAT DETAILS

4.1 TECHNICAL PROPOSAL

4.1.1 TECHNICAL PROPOSAL SUBMISSION FORM

_____ *Date*

To: _____ *[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **DEDICATED INTERNET LINK FOR HQ & A MPLS LAYER 3 VPN SOLUTION TO LINK HQ AND BRANCHES** 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:]*

4.1.2 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.

	Part 1 – General
	Business Name
	Location of Business Premises
	Plot No.Street/Road..... Postal Address Telephone Numbers..... Fax Number E-mail Address
	Nature of Business
	Registration Certificate No.
	Maximum value of Business which you can handle at any one time. Kshs Name of your Bankers.....Branch.....
	Confirm credit period extended your to clients
	Part 2 (a) – Sole Proprietor

	<p>Your Name in Full</p> <p>Age.....</p> <p>Nationality</p> <p>Country of Origin.....</p> <p>Citizen Details.....</p> <p>.....</p>
	<p>Part 2 (b) – Partnership</p>
	<p>Given details of partnership as follows:-</p> <p><u>2b.2</u></p> <p>Name..... Nationality.....Citizenship Details..... Share.....</p> <p>1.....</p> <p>2.....</p> <p>3.....</p>

4.....
.....

Part 2 (C) – Registered Company

Private or Public
.....
.....

State the Nominal and issued Capital or Company

Nominal Kshs

Issued Kshs

Given details of all Directors as follows:-

Name..... Nationality.....Citizenship Details....., Share.....

1.....

2.....

3.....

4.....

5.....

Part 3 – Eligibility Status

Are you related to an Employee, Committee member or Board Members of Kenya Re?
Yes.....No.....

If answer in '4.13 is Yes give the relationship.

.....

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? Yes.....No.....

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

If Answer in '4.15' above is Yes give details

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

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.....

If answer in '4.17' above is Yes give details

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

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

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

Have you offered or given anything of value to influence the pre-qualification Process? YesNo.....

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.

4.1.3 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4.1.4 FIRM'S REFERENCES

Relevant services carried out in the last five years that best illustrate qualifications

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.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

4.1.5 TEAM COMPOSITION AND TASK ASSIGNMENTS

4.1.5.1 Technical/Managerial Staff

Name	Position	Task

4.1.6 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: _____

Detailed Tasks Assigned: _____

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].

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.]

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: _____

4.1.7 COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

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

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

4.2 FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- The Financial proposal 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. Where annual renewal fees/maintenance fees and any other licenses are applicable, they should clearly be broken down and stated. The costs should be broken down to be clearly understood by the procuring entity.
- The financial proposal shall be in Kenya Shillings and shall take into account the tax liability. The financial proposal should be prepared using the Standard forms provided in this part

4.2.1 FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the **DEDICATED INTERNET LINK FOR HQ & A MPLS LAYER 3 VPN SOLUTION TO LINK HQ AND BRANCHES**, 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, being the costs for supply installation and implementation and first year maintenance of the above solution. The subsequent Annual licenses & Maintenance fee shall be Kshs(inclusive of taxes).

We remain,

Yours sincerely,

_____ ***[Authorized Signature]***

:

_____ ***[Name and Title of Signatory]:***

_____ ***[Name of Firm]***

_____ ***[Address]***

4.2.3 SUMMARY OF COSTS

Costs	Currency	Amount
Subtotal		
Taxes		
Total Amount of Financial Proposal (Annual)		

5. TERMS OF REFERENCE AND EVALUATION CRITERIA

TERMS OF REFERENCE FOR DEDICATED INTERNET LINK FOR HQ & A MPLS LAYER 3 VPN SOLUTION TO LINK HQ AND BRANCHES

Table of Contents

5.1 Corporate Background

5.2 Objective

5.3 Scope of the project

5.4 Key Deliverables

5.5 Evaluation Criteria

5.1 CORPORATE BACKGROUND

Kenya Reinsurance Corporation Limited ('the Corporation') was established in 1970 under an Act of Parliament to provide reinsurance services in the Country. Currently, the Corporation is majority owned by the government of Kenya while the remainder of the shareholding is listed at the Nairobi Securities Exchange. The Corporation conducts reinsurance business in Kenya, Africa, Middle East and Asia. Locally, the operations of Kenya Reinsurance Corporation Limited are regulated by the Insurance Regulatory Authority. Besides the head office based in Nairobi, the Corporation has 3 subsidiaries in Ivory Coast, Zambia, and Uganda. The Corporation has a staff compliment of approximately 150 staff.

5.2 OBJECTIVE

The Corporation intends to contract a firm to offer a dedicated internet link for HQ and an MPLS Layer 3 VPN solution to link HQ and branches within the country.

5.3 SCOPE OF THE PROJECT

The **internet** and **Wide Area Network (WAN)** connectivity will include the following features:

- (i) Installation and commissioning of an **Internet fiber Link** at the Head Office, Reinsurance Plaza, Taifa Road, Nairobi.
- (ii) Provide a reliable **Wide Area Network Connectivity via fiber cable and implemented using MPLS layer 3 VPN technology.**
 - a) The Head Office and the branch Offices at Anniversary Towers (CBD), Kenya Re Plaza (Upper Hill) all in Nairobi. Both the buildings are within a radius of less than 10KM
 - b) The Head Office and the Kisumu branch office, Reinsurance Plaza, Kisumu.

NB: in both a) & b), there is already existing WAN links.

Each branch office has a structured cabling LAN in a distinct subnet.

- (iii) Support a mobile and site-to-site VPN to Kenya Re Staff within and out of country subsidiaries respectively as need may arise to access Kenya Re systems and other information.
- (iv) Alternative Hosting of Kenya Re Website.
- (v) Alternative maintaining KenyaRe MX records and appropriately routing of emails and other internet services in case there is snag within the primary ISP infrastructure.
- (vi) Maintain the installed links.

Please use the table below to indicate the prices for different bandwidth speeds for **internet only.**

INTERNET - REINSURANCE PLAZA -HQ		PRICE PER MONTH EXCLUSIVE OF TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF TAXES
PACKAGE 1	40Mbps		
PACKAGE 2	50 Mbps		
PACKAGE 3	70 Mbps		
PACKAGE 4	80 Mbps		
PACKAGE 5	100 Mbps		

Please use the **tables** below to indicate the prices for different bandwidth speeds for WAN - MPLS.

MPLS		PRICE PER MONTH EXCLUSIVE OF TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF TAXES
PACKAGE 1	SPEED		
Reinsurance Plaza- HQ MPLS	20 Mbps		
Anniversary MPLS	2 Mbps		
Reinsurance Plaza- Kisumu MPLS	2 Mbps		
Kenya Re Towers – Upper hill	2 Mbps		
	TOTAL		

MPLS		PRICE PER MONTH EXCLUSIVE OF TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF TAXES
PACKAGE 2	SPEED		
Reinsurance Plaza- HQ MPLS	20 Mbps		
Anniversary MPLS	5 Mbps		
Reinsurance Plaza- Kisumu MPLS	5 Mbps		
Kenya Re Towers – Upper hill	5 Mbps		
	TOTAL		

MPLS		PRICE PER MONTH EXCLUSIVE OF TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF TAXES
PACKAGE 3	SPEED		
Reinsurance Plaza- HQ MPLS	20 Mbps		
Anniversary MPLS	10 Mbps		
Reinsurance Plaza- Kisumu MPLS	10 Mbps		
Kenya Re Towers – Upper hill	10 Mbps		
	TOTAL		

MPLS		PRICE PER MONTH EXCLUSIVE OF TAXES	TOTAL PRICE PER MONTH INCLUSIVE OF TAXES
PACKAGE 4	SPEED		
Reinsurance Plaza- HQ MPLS	30 Mbps		
Anniversary MPLS	10 Mbps		
Reinsurance Plaza- Kisumu MPLS	10 Mbps		
Kenya Re Towers – Upper hill	10 Mbps		
	TOTAL		

Note: The Corporation is prepared to consider other options to fiber. However, the vendor must be able to demonstrate that the solution meets the fiber requirements in terms of throughput and reliability. Kindly note that the Corporation reserves the right to reject such proposal if it is not convinced of its viability.

5.4 EVALUATION CRITERIA

5.5.1. MANDATORY REQUIREMENTS

The following documents are mandatory and should be submitted with the technical proposal. Failure to submit any of the documents below, will lead to automatic disqualification (**i.e. the firm will not proceed to the technical and financial evaluations**):

Note: -

- 1. Bidders must provide substantive responses for all clause by clause requirements in the bidder response column in table below. Use of such words as OK, YES, tick, Compliant etc. will be considered non-responsive.**
- 2. Bidder must not be an active internet Service provider with an active contract and or supplying a similar service at Kenya Re's Head quarter.**

A: MANDATORY REQUIREMENTS		BIDDERS RESPONSE	
1	Certificate of Incorporation	Required	
2	Valid Tax Compliance	Required	
3	Signed Site Survey Certificates 4 (all 4 sites to be visited)	Required	
4	CAK registration	Required	
5	Filled, signed, and stamped Confidential Business Questionnaire Form in section 4.1.2	Required	

5.5.2. TECHNICAL EVALUATION CRITERIA

The evaluation of technical proposals will be based on the following parameters and will be given the indicated percentage of marks depending on how well the bid meets the requirement. Failure to provide required details will result in not being awarded points in respective areas.

Notes on the preparation of the Technical Proposals.

- a. In preparing the technical proposals the firm is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the firm's own risk and may result in rejection of the firm's proposal.
- b. Any deviation from the basic requirements must be explained in detail. Kenya Re reserves the right to reject the products and or services, if such deviations shall be found critical to the use and operation of the service and or product.
- c. The tenderers are requested to present information along with their offers as follows:
 - i. Shortest possible delivery period of the product
 - ii. Information on proper representative, support and maintenance including their names and addresses.

INFRASTRUCTURE

The following technical requirements must be met by all and evidence attached.

- (i) Provider must implement a vendor neutral network structure with redundant Links.
- (ii) Provide evidence of relationship with backbone and redundancy providers.
- (iii) Provide fail-over equipment at each site. Equipment must be capable of load balancing between links (Kenya Re always has primary and secondary ISP)
- (iv) The Links will be terminated on the router and the provider must ensure that the necessary cards are available during the Site survey.

An overall technical score will be awarded. A bidder must obtain at least **60 OUT OF 80** POINTS of the technical score to proceed to the next stage i.e., financial evaluation stage.

As part of technical evaluation, Kenya Re will verify credentials in the technical proposal through written confirmation and physical visits to the provided reference sites.

Note: - Bidders must provide substantive responses for all clause by clause requirements in the bidder response column in table below. Use of such words as OK, YES, tick, Compliant etc. will be considered non-responsive.

B: TECHNICAL EVALUATION

#	Criterion	Description	Score	Bidders Response
1	General qualifications of the firm and Team	A detailed color profile of their company detailing its business in relation to this tender.	10	
		A list of related job assignments (internet) undertaken in the last five years and produce three commendation letters from among the major listed clients. 5 marks for each	15	
		Provide Detailed CV's of at least three (3) Technical staff (experiences and qualifications) who will be assigned this account. The three must have a Cisco CCNP, Cisco Certified Network Professional certificate. 5 Marks for each	15	
2	Media	<p>The access technology shall be delivered and terminated via fiber to Kenya Re HQ server room and all branches in the HQ as Specified.</p> <p>Provide a sample network diagram showing connectivity matrix at the various sites. 5 Marks for the diagram.</p>	5	
3	Service Availability	<p>The ISP shall ensure service availability on a 24/7, 365 days.</p> <p>Provide evidence of relationship with backbone and redundancy</p>	5	

B: TECHNICAL EVALUATION

#	Criterion	Description	Score	Bidders Response
		<p>providers. Wide Areas Network diagram) showing all redundancies available onsite.</p> <p>5 Marks for the network redundancies diagram(s).</p>		
4	Fault Handling	<p>The ISP shall provide a fault handling scheme and an escalation matrix. All faults shall be issued with a Service number and shall be handled within 1 hour on the maximum.</p> <p>Provide a fault reporting matrix diagram that includes names and contact information (Email and Phone numbers) of all responsible at all levels of escalation.</p> <p>5 Marks for the escalation matrix/ matrices.</p>	5	
5	Internet Usage Reports	<p>Provide sample monthly reports of internet usage indicating clearly bandwidth assigned verses the usage. The internet usage reports shall be used to assess the performance of the ISP to both the Internet and Regional connectivity.</p>	5	

B: TECHNICAL EVALUATION

#	Criterion	Description	Score	Bidders Response
		5 Marks for sample reports		
6	Downtime / Outage refunds	Refund to Kenya Re for downtime and throughput degradation lower than 98% of contracted speed per billing period. Clearly indicate the refund either cash or kind.	5	
7	Hosting of Kenya Re Website	The firm should be ready to host the website with clear Indication of kind of protection of Kenya Re's website against hacking / malicious attacks.	5	
8	Post installation	Vendor to provide post installation support (include costs) for a period of a minimum of 3 years, with a signed SLA and contract. (Renewable every year based on performance)	5	
9	Warrantee status for installed equipment	Provide a Minimum of 1 year. The equipment installed shall also be insured against all perils.	5	
TOTAL SCORE			80	

5.5.3. FINANCIAL EVALUATION CRITERIA

The financial bid should comprehensively cover ALL costs associated with all the items outlined under 'Scope of the project' and 'Key Deliverables' above. Associated taxes e.g. Value Added Tax (VAT) should also be indicated within the financial bid. Further, an estimate of all operational costs (disbursements) associated with the project should be clearly indicated within the financial bid.

Where the price is not broken down into components, it shall be assumed that the quoted price covers all items stipulated above and is inclusive of all related taxes and disbursements.

Financial proposals shall be submitted in Kenya Shilling. The formula below shall be used in determining the financial bid score:

$$SF = FM/F * 100$$

- SF – Financial Score
- FM – Lowest Financial proposal
- F - Price of proposal under consideration

5.4.1. 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

Notes:

- *Weights on Technical and Financial Evaluations will be 80% and 20% respectively.*
- *The firm achieving the highest combined technical and financial score and whose provided references satisfy Kenya Re shall be awarded.*

5.4.2. SUBCONTRACTING

The service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without prior written consent of the Corporation.

5.4.3 PERFORMANCE BOND

The winning bidder will provide a Performance Bond of 10 % of the contract Sum before Commencement of the assignment.

SECTION VI: OTHER REQUIREMENTS

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6.1 Tender Security Form

6.2 Contract Form

6.3 Bank Guarantee for Advance Payment Form

6.4 Letter of Notification of Award

Form RB1

Anti-corruption policy

6.1 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)

6.2 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)

6.3 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]

6.4 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 of20.....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.....

6. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described; and

- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified .

1.5 Location

The Services shall be performed at such locations as are specified and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated .

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified .

2.4 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure..

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology

and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.** (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting** Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

Activities

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed .

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in the form, in the numbers, and within the periods set forth .

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof.

4 CONSULTANT'S PERSONNEL

- 4.1 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities necessary.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum The Consultant's total remuneration shall not

Remuneration

exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price shall be provided.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.



KENYA REINSURANCE CORPORATION LIMITED

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.
- For disciplinary cases, the process as detailed in the HR Policy will be followed.
- 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.

Jadhah Mwarania, OGW
Managing Director

Date 24/08/2020



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).



JADIAH MWARANIA, OGW
MANAGING DIRECTOR

DATE: 24/08/2020



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). It shall be reviewed for continuing suitability taking into account changing Quality Management Systems and other practices.

JADIAH MWARANIA, OGW

MANAGING DIRECTOR

DATE: _____

24/08/2020