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**REPUBLIC OF KENYA
IN THE PUBLIC SERVICE COMMISSION AT NAIROBI
STATE CORPORATIONS APPEAL NO. OF 2024**

PUBLIC SERVICE COMMISSION
P.O. Box 30095 - 00100, NAIROBI
27 MAR 2024
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MAIL OFFICE

MARTIN MATI MULINGATA.....APPELLANT

VERSUS

KENYA REINSURANCE CORPORATION LIMITED.....RESPONDENT

APPEAL

Secretary/Chief Executive Officer
Public Service Commission
P.O Box 30095 – 00100
NAIROBI

PUBLIC SERVICE COMMISSION
COUNTY APPEALS UNIT
27 MAR 2024
SIGNATURE.....
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The humble appeal of **MARTIN MATI MULINGATA** of P.O Box 36334 – 00200, Nairobi in the Republic of Kenya is as follows:

- (a) Name of the Appellant: **Martin Mati Mulingata**
- (b) Job description: Research, Strategy, Monitoring, Evaluation & Innovation
- (c) Personal number: 1007
- (d) Job group: 4C (Management)
- (e) Date of birth: 1st January, 1983
- (f) Designation: Manager -Research and Development
- (g) Terms of service: Permanent and Pensionable
- (h) Name of the Respondent: **Kenya Reinsurance Corporation Limited**

**STATE CORPORATIONS
APPEAL TRIBUNAL**
- 3 APR 2024
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(i) The facts giving rise to the appeal are that:

1. On 8th January, 2015 the Appellant was contracted by Development Impact Consulting as a Data Manager in respect of the Contract for Additional Cash Financing Transfer for Orphans and Vulnerable Children (CTOVC) Programme between the Ministry of Labour, Social Security & Service and Development Impact Consulting & Promin Consultants Limited (Joint Venture).
2. The contract period was between 15th January, 2015 and 30th December, 2017 and the total consultancy fees was Ksh. 4.4 million payable in three (3) instalments.
3. On diverse dates between March, 2015 and December, 2018 Development Impact Consulting & Promin Consultants Limited Joint Venture through Promin Consultants Limited paid the Appellant Ksh. 2.4 million.

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4. On 21st December, 2016 the Respondent offered the Appellant employment as its Manager Research and Development on permanent and pensionable terms.
5. On 26th December 2016 Development Impact Consulting & Promin Consultants Limited Joint Venture through Development Impact Consulting (DIC) Limited informed the Appellant that the contract had lapsed following the conclusion of the last round of data collection.
6. The contractual relationship between the Appellant and Development Impact Consulting & Promin Consultants Limited Joint Venture thus ended on 26th December, 2016.
7. On 6th January, 2017 the Appellant accepted the Respondent's offer.
8. On 14th February, 2019 Development Impact Consulting & Promin Consultants Limited Joint Venture through Promin Consultants Limited paid the Appellant the sum of Ksh.1,511,502.00 being the final dues for the consultancy services offered between 2015 and 2016.
9. The pecuniary relationship between the Appellant and Development Impact Consulting & Promin Consultants Limited Joint Venture ended on 14th February, 2019 upon payment of his consultancy fees in full.
10. On 3rd April, 2017 the Appellant commenced work at the Respondent as the Manager Research and Development.
11. On 4th June, 2019, the Respondent advertised a national open tender on Request for Proposals for Provision of Consultancy Services on Business Planning and Strategy Development (Tender No. KRC/2019/156).
12. On 27th June 2019, the Appellant was appointed by the then Managing Director (Jadiah Mwarania) as a member of the Evaluation Committee to evaluate Proposals submitted in response to the Request for Proposals for Provision of Consultancy Services on Business Planning & Strategy Development for Kenya Reinsurance Corporation Limited (Tender No. KRC/2019/156).
13. The other members of the Evaluation committee were **Judy Njuguna, Manager Records** (Chairperson) and **Philip Sanda** (member).

14. Each member of the Evaluation Committee conducted independent evaluation of the ten (10) proposals, moderated the analyses, ranked the proposals and submitted a joint evaluation report to the head of procurement in accordance with Section 80(4) of the Public Procurement and Asset Disposal Act, 2015 and Regulation 16, 45 of the Public Procurement and Disposal Regulations, 2006
15. On 22nd July 2019, the Respondent's Supply Chain department wrote to the Managing Director recommending for termination of tender proceedings for Consultancy Services on Business Planning and Strategy Development in line with the PPADA 2015 section 63(1) that states one of the reasons for termination of tender proceeding as procurement having been overtaken by operational law. In the submission, the Supply Chain team noted that the tender had surpassed the recommended evaluation period of twenty one (21) days as per section 126(3) of the Act.
16. The Managing Director subsequently approved the termination on 24th July 2019
17. On 30th July, 2019 the Respondent re-advertised the Request for Proposals for the Provision of Consultancy Services on Business Planning and Strategy Development (Tender No. KRC/2019/236).
18. On 13th August, 2019 the Appellant was appointed by the Managing Director as a member of the Evaluation Committee to evaluate the Proposals submitted in response to the Request for Proposals for Provision of Consultancy Services on Business Planning & Strategy Development for Kenya Reinsurance Corporation Limited (Tender No. KRC/2019/236).
19. The Appellant considered Section 65(8)(9)(10) of the Public Procurement and Asset Disposal Act, 2015; Section 16 of the Leadership and Integrity Act, 2012; Section 12 of the Public Officer Ethics Act, 2003; and Clause 2.6 of the Respondent's Code of Conduct and Ethics Policy (Doc. Ref: KRC/HR/P14/18) issued on 1st September, 2008 and determined that he had no conflict of interest and had none to declare.
20. The other members of the Evaluation committee for Tender No. KRC/2019/236 were **Sally Waigumo, Manager Human Resources** (Chairperson) and **Philip Sanda** (member).
21. Each member of the Evaluation Committee conducted independent evaluation of the ten (10) proposals, moderated the analyses, ranked the proposals and submitted a

joint evaluation report to the head of procurement in accordance with Section 80(4) of the Public Procurement and Asset Disposal Act, 2015 and Regulation 16, 45 of the Public Procurement and Disposal Regulations, 2006.

22. The evaluation committee and the head of procurement unanimously agreed that Promin Consultants Limited's was ranked number one having scored the highest combined score of 94% arising from the technical proposal score of 74/80 marks and financial proposal of Ksh. 4,814,375.00 score of the maximum 20%. It is imperative to note that Promin Consultants Limited had been ranked position one (1) for the combined evaluation vide reference number KRC/2019/156 that the Respondent had earlier terminated.
23. On 6th November, 2019 the Managing Director concurred with the head of procurement's professional opinion, approved the evaluation committee's recommendation and awarded the Request for Proposals to Promin Consultant Limited in accordance with Section 86(1)(b) of the Public Procurement and Asset Disposal Act, 2015.
24. Later in 2022 Promin Consultants Limited was awarded the Tender for Provision of Business Planning Services for Kenya Reinsurance Corporation Limited (Tender No. KRC-1926-2022-194) which was evaluated by **George Njuguna, Manager Records** (Chairperson), **Elizabeth A Omondi** (member) and **Samuel Ruugia**, (member).
25. On 1st August, 2023, the newly appointed Managing Director (Dr Hillary M. Wachinga) contracted PricewaterhouseCoopers Limited, a financial audit & assurance, advisory and tax services company, to review the consultancy services for research and development.
26. By a letter dated 28th November, 2023 the Respondent's Managing Director asked the Appellant to show cause why disciplinary action should not be taken against him following a forensic audit exercise by the Respondent that accused the Appellant of failing to declare a conflict of interest and participating in a tender process while conflicted. He concurrently sent the Appellant on 30 days' compulsory leave.
27. By a letter dated 1st December, 2023 the Appellant responded to the Respondent's letter dated 28th November, 2023.
28. The Respondent found the Appellants' response unsatisfactory and subjected him to a disciplinary hearing process.

29. By a letter dated 14th December, 2023 PricewaterhouseCoopers Limited submitted a final report for the review of consultancy services for research and development in which it found that the Appellant had a fiduciary relationship with Promin Consultants Limited and that the Appellant did not declare the conflict of interest despite having had a contract and having been paid by both Promin Consultants Limited and Development Impact Consultants.
30. On 22nd December, 2023 the Appellant attended a disciplinary hearing by a Disciplinary Committee comprised of Judy Njuguna (Chairperson), Charles Kariuki (member), Nicodemus Gekone (member), Johnson Ileri (member) and Sally Waigumo (member).
31. By a letter dated 2nd January, 2024 Sally Waigumo terminated the Appellant's employment.
32. Sally Waigumo did not provide a detailed report on the findings and recommendations of the disciplinary committee to the Appellant.
33. By a letter dated 9th January, 2024 the Appellant appealed to the Chairman of the Board Human Resources and Nomination's Committee against the termination of his services by Sally Waigumo.
34. On 2nd February, 2024 the Appellant attended an appeal hearing by the Board Human Resources and Nomination's Committee which was comprised of Eric Gumbo (Chairman), Eric Korir, Thamuda Hassan, Zacharia Mbogo, Eunice Nyala and Dr Hillary M. Wachinga.
35. The Board Human Resources and Nomination's Committee undertook to deliver its decision to the Appellant within seven (7) days of the hearing.
36. On 18th March, 2024 the Appellant received a letter, through email, authored by Sally Waigumo and dated 8th March, 2024 purporting that the Board Human Resources and Nomination's Committee upheld the termination of his employment.
37. Sally Waigumo neither explained the reasons for the delay nor the reasons why it upheld the termination of the Appellants' employment. The letter did not provide reasons for the rejection of the Appeal either.

(j) Grounds in support of the Appeal:

1. The Board Human Resources and Nomination's Committee erred in law and fact by failing to give the Appellant a notice of his right to legal representation and the notice of right to cross examine as required of it under Section 4(3)(e)(f) of the Fair Administrative Action Act, 2015; Section 178(2) of the Public Procurement and Asset Disposal Act, 2015; Section 69(11) of the Public Service Commission Act, 2017 and Clause 4.8 of the Public Service Commission Discipline Manual for the Public Service Revised 2022.
2. The Board Human Resources and Nomination's Committee erred in law and fact by failing to give the Appellant an opportunity to cross examine the disciplinary committee members, Dr. Hillary M. Wachinga and PricewaterhouseCoopers Limited being the persons who gave adverse evidence against the Appellant as required of it under Section 4(4)(c) of the Fair Administrative Action Act, 2015; Section 69(11) of the Public Service Commission Act, 2017 and Clause 4.8 of the Public Service Commission Discipline Manual for the Public Service Revised 2022
3. The Board Human Resources and Nomination's Committee erred in law and fact by allowing Dr. Hillary M. Wachinga the complainant and accuser of the Appellant to sit in as member as he became the accuser, prosecutor and judge contrary to the rules of natural justice.
4. The Board Human Resources and Nomination's Committee erred in law and fact since the appeal hearing was unfair as the Board Human Resources and Nomination's Committee gave the Appellant only 20 minutes to prosecute his appeal which time was grossly inadequate considering the number and nature of the grounds raised in the appeal and it thereby abrogated his right to fair administrative action as guaranteed under Article 47(1) of the Constitution of Kenya, 2010; Section 4(1) of the Fair Administrative Action Act, 2015; Section 46(5) of the Public Procurement and Asset Disposal Act, 2015; and Section 69(10)(11) the Public Service Commission Act, 2017.
5. The Board Human Resources and Nomination's Committee erred in law and fact as it gave the Appellant only 20 minutes to prosecute his appeal which time was grossly inadequate considering the number of grounds raised in the appeal.
6. The Board Human Resources and Nomination's Committee erred in law and fact as it refused to give the Appellant's Advocate an opportunity to make representations on his behalf in matters that were obviously complex and legal in nature.

7. The Board Human Resources and Nomination's Committee erred in law and fact as arrogated itself the roles of prosecutor, witness and judge in the matter.
8. The Board Human Resources and Nomination's Committee erred in law and fact by failing to expeditiously and promptly deliver its decision as required of it under Article 47(1)(2), 232(1)(c)(e)(f) and 236(b) of the Constitution of Kenya, 2010; Section 4(1)(2) of the Fair Administrative Action Act, 2015; and Section 7, 8 ad 9 of the Public Service (Values and Principles) Act, 2015.
9. The Board Human Resources and Nomination's Committee erred in law and fact as its purported decision to reject the Appellant's Appeal and to uphold the termination of his employment was *ultra vires* Clause 1.7(5) of Mwongozo The Code of Governance for State Corporations dated January, 2015.
10. The Board Human Resources and Nomination's Committee erred in law and fact by failing to provide the Appellant with written reasons why it failed to make recommendations to the Respondents' Board of Directors.
11. The Board Human Resources and Nomination's Committee erred in law and fact by failing to give the Appellant written reasons why it rejected his Appeal and why it upheld the termination of his employment by Sally Waigumo.
12. The Board Human Resources and Nomination's Committee erred in law and fact by removing the Appellant from office with due process of the law as required of it under Article 236(b) of the Constitution of Kenya, 2010.
13. The Board Human Resources and Nomination's Committee erred in law and fact by rejecting the Appellant's Appeal and by upholding the termination of his employment without any cogent evidence that the Appellant was conflicted at the time he evaluated the proposals.
14. The Board Human Resources and Nomination's Committee erred in law and fact by abdicating its duty of determining whether the past contractual relationship between the Appellant and Development Impact Consulting & Promin Consultants Limited Joint Venture impaired the Appellant's judgement, objectivity and impartiality during the evaluation of the proposals.
15. The Board Human Resources and Nomination's Committee erred in law and fact by abdicating its duty of determining whether the findings of PricewaterhouseCoopers

Limited were null and void *ab initio* in view of it being unqualified and incompetent to conduct the review by virtue of Regulation 38(1) of the Public Procurement and Asset Disposal Regulations, 2020 and the PPRA Guidelines for Registration and Licensing of Procuring Agents dated June, 2022.

16. The Board Human Resources and Nomination's Committee erred in law and fact by upholding the review report of PricewaterhouseCoopers Limited which report was null and void *ab initio* by virtue of Section 35, 36, 37, 38(1)(c)(2) and 46(5) of the Public Procurement and Asset Disposal Act, 2015; Section 69(4)(c)(7) of the Public Service Commission Act, 2017 as read with Clause K.5 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023 and Clause 4.7 of the Public Service Commission Discipline Manual for the Public Service Revised 2022.
17. The Board Human Resources and Nomination's Committee erred in law and fact by failing to find that the disciplinary hearing was procedurally unfair by virtue of the inclusion of the participation of Sally Waigumo as a member contrary to Clause K.6 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.
18. The Board Human Resources and Nomination's Committee erred in law and fact by failing to find that the disciplinary hearing was procedurally unfair by virtue of the inclusion of Judy Njuguna, Charles Kariuki, Nicodemus Gekone, Johnson Ireri and Sally Waigumo who were managers of the Appellant's rank contrary to Clause K.6(1)(2) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.
19. The Board Human Resources and Nomination's Committee erred in law and fact by failing to find that the Disciplinary Committee constituted of Judy Njuguna, Charles Kariuki, Nicodemus Gekone, Johnson Ireri and Sally Waigumo was neither representative of the management of the Respondent nor the face of Kenya.
20. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the record of the hearing ought to have been submitted to the Human Resource Management Advisory Committee for deliberations and recommendations as required under Clause K.6(5) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023
21. The Board Human Resources and Nomination's Committee erred in law and fact by failing to make a determination whether the disciplinary hearing was unlawful and

procedurally unfair for failure by the Disciplinary Committee to avail Dr Hillary Wachinga and PricewaterhouseCoopers for cross-examination as required under Article 47(1) and 236(2) of the Constitution of Kenya, 2010; Section 4(3)(f),(4)(c) of the Fair Administrative Action Act, 2015; Section 69(11) of the Public Service Commission Act, 2017 and Clause 4.8 of the Public Service Commission Discipline Manual for the Public Service Revised 2022.

22. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were procedurally unfair by virtue of the Respondent's Managing Director failure to subject the Appellant to the alternative disciplinary procedures set out in Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised dated 11th May, 2023 and Clause K.3(5) and K.4(1) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.

23. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were procedurally unfair by virtue of the Respondent's Managing Director's failure to forward the case with a copy of the charges together with the Appellant's reply to the letter to show cause with comments to the Public Service Commission for decision pursuant to Clause K.4(2)(1)(v) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.

24. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful and procedurally unfair as the summary dismissal decision was made by "management" which is an amorphous and strange entity with no powers known in law or fact to exercise any disciplinary powers by virtue of Section 65(1)(2) of the Public Service Commission Act, 2017; Regulation 60 of the Public Service Commission Regulations, 2020; Clause K.4(2)(1)(vii) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023 and Clause 1.2 of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.

25. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful and procedurally unfair as the summary dismissal penalty was imposed by Sally Waigumo, Human Resource Manager who had no delegated powers by the Public Service Commission to

exercise disciplinary powers by virtue of Section 65 of the Public Service Commission Act, 2017 and Regulation 60(2) of the Public Service Commission Regulations, 2020.

26. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the summary dismissal was unlawful and procedurally unfair by virtue of Sally Waigumo's failure to communicate to the Appellant the options available to him and the failure to give him the right to select one of the options within fourteen (14) days from the date of communication prior to imposing the summary dismissal as required under Regulation 61(3) of the Public Service Commission Regulations, 2020.

27. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the Respondent's Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 are null and void and of no legal effect *ab initio* having been developed contrary to Clause 2.0, 4.5 and 5.2 of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.

28. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful and procedurally unfair as they were based on the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 which instruments are null and void and of no legal effect *ab initio* as they were not approved by the Public Service Commission by virtue of Clause 2.0 and 5.2(Step 5) of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.

29. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful as they were based on the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 which instruments are null and void and of no legal effect *ab initio* by virtue of Section 5(2)(3), 5A and 11 of the Statutory Instruments Act, 2013 for want of consultations or public participation before making the instruments contrary to.

30. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful and procedurally unfair as Dr Hillary Wachinga the Managing Director, Sally Waigumo the Human Resource Manager and the Disciplinary Committee acted *ultra vires* Section 65(1)(2) and 66 of the Public Service Commission Act, 2017; and Regulation 60(2) of the Public Service Commission Regulations, 2020; Clause 1.2(b) of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023 as read with the cases of *Manyara Muchui Anthony v Communication Authority & 3 Others [2022] eKLR*; *Consumer Federation of Kenya (COFEK) v National Social Security Fund Board of Trustees & 2 Others [2022] eKLR*; and *ELRCPET/E149/2022 – Enos Namasaka & Others v KEMSA & Others*.

31. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful and procedurally unfair as Sally Waigumo's directive that the appellant's appeal be addressed to the Chairman of the Human Resource Management and Nominations Committee was *ultra vires* Section 74(1)(2) of the Public Service Commission Act, 2017 and Regulation 68(1) of the Public Service Commission Regulations, 2020.

32. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were unlawful and unprocedural considering that the Appellant was employed through the Board Human Resource and Nomination Committee and not an appointee of "Management".

33. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the termination decision was justified and reasonable.

34. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the alleged conflict of interest is classified as a gross misconduct that is punishable by summary dismissal or termination under Section 44(4) of the Employment Act, 2007; the Public Officer Ethics Act, 2003; the Public Service (Values and Principles) Act, 2015; the Public Service Commission Act, 2017; the Public Procurement and Asset Disposal Act, 2015; the Clause 2.6 and 2.7 of the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022; Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May,

2023 and the of the Public Service Commission Discipline Manual for the Public Service Revised 2022.

35. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether any contractual or pecuniary relationship between the Appellant and Development Impact Consulting & Promin Consultants Limited Joint Venture was existent as at 13th August, 2019 and thereafter.
36. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the allegations of conflict of interest and non-disclosure thereof were investigated by the Public Procurement Regulatory Authority and whether the Director General recommended disciplinary action against the Appellant pursuant to Section 35, 36, 37, 38 of the Public Procurement and Asset Disposal Act, 2015.
37. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary proceedings were illegal as they were based on the illegal review by PricewaterhouseCoopers Limited in breach of Section 69(4)(c)(7) of the Public Service Commission Act, 2017 and Section 35, 36, 37 and 38(1)(c) of the Public Procurement and Asset Disposal Act, 2015.
38. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the disciplinary action was in breach of the Appellant's protection from personal liability and immunity as guaranteed under Article 236(a) of the Constitution of Kenya, 2010 and Section 178(1) of the Public Procurement and Asset Disposal Act, 2015.
39. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether Section 44(4) of the Employment Act, 2007; the Public Service Commission Act, 2017; Section 66 of the Public Procurement and Asset Disposal Act, 2015; Section 12 of the Public Officer Ethics Act, 2003; Clause 2.6 and 2.7 of the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 and Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 provide that the Appellant's past contract for service with Development Impact Consulting & Promin Consultants Limited Joint Venture in 2016 and payment thereof in February, 2019 amounted to conflict of interest that was punishable by summary dismissal.

40. The Board Human Resources and Nomination's Committee erred in law and fact by failing to determine whether the charge of conflict of interest and failure to declare it was proved to the standards prescribed under Clause J.13 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service dated May, 2016 and Clause J.13 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.

(k) Documents to be relied upon in support of the appeal:

1. Contract for Additional Financing Cash Transfer for Orphans and Vulnerable Children (CT-OVC) contract DCS/C/01/FY-2013-2014 between the Ministry of Labour, Social Security and Services (MLSS&S) and Development Impact Consulting Limited and Promin Consultants joint venture dated December 2014.
2. Contract for Data Management Consultancy dated 8th January, 2015.
3. An email from Raphael Kabando, Director of Development Impact Consulting (DIC) dated 28th December, 2016.
4. Bank statement in respect of payment of Ksh. 388,498.00 on 24th December, 2018.
5. Extension of Contract for contract identification No. DCS/C/01/FY-2013-2014 between the Ministry of East African Community, Labour and Social Protection State Department of Social Protection and Development Impact Consulting Limited and Promin Consultants joint venture dated 3rd January 2017.
6. KRC letter of employment letter dated 21st December 2016 and its acceptance on 6th January 2017.
7. Real Time Gross Settlement of Ksh 1,511,502.00 dated 14th February, 2019.
8. Withholding Tax Certificate dated 20th March, 2019.
9. KRC Departmental Budget for the period 2019 to 2021
10. Income Tax Returns for the period 1st January to 31st December, 2019.
11. KRC Request for Proposals for Provision of Consultancy Services on Business Planning & Strategy Development for Kenya Reinsurance Corporation Limited (Tender No. KRC/2019/236) dated 30th July, 2019.

12. KRC appointment to evaluation committee dated 13th August, 2019.
13. Independent evaluation report dated 21st August, 2019.
14. Joint Evaluation Committee report dated 12th July 2019
15. Joint Evaluation Committee report dated 26th August, 2019.
16. Professional opinion dated 14th December, 2019.
17. KRC notification of award dated 16th September, 2019.
18. Joint Evaluation Committee report dated 28th September 2022
19. Complaint to the Chairman of the Human Resources Committee of the Board dated 14th August, 2023.
20. KRC Request for Proposals for Forensic Audit Services (Tender No. KRC/2023/140 dated 8th June, 2023.
21. KRC show cause letter dated 14th August, 2023.
22. Reply to show cause letter dated 17th August, 2023.
23. PricewaterhouseCoopers Limited request for variation of contract dated 3rd October, 2023.
24. KRC show cause letter dated 30th November, 2023.
25. Reply to show cause letter dated 1st December, 2023.
26. PricewaterhouseCoopers Limited report dated 14th December, 2023.
27. Submissions to the Disciplinary Committee dated 15th December, 2023.
28. KRC invitation to disciplinary hearing dated 15th December, 2023.
29. KRC letter of termination of employment dated 2nd January, 2024.
30. Appeal to Chairman of Human Resource and Nomination committee dated 9th January, 2024.

31. Additional submissions to Chairman of the Human Resource and Nominations Committee dated 7th February, 2024.

32. Email to the Human Resource and Nominations Committees members dated 16th February, 2024.

33. KRC Conflict of Interest Policy dated 19th November, 2021.

34. KRC Code of Conduct and Ethics Policy dated 21st July, 2022.

35. KRC Complaints Handling Policy dated 3rd May, 2023.

36. KRC Human Resource Policies Manual dated 30th May, 2023

37. Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.

38. Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.

39. Public Service Commission Discipline Manual for the Public Service dated 2022.

40. Public Service Commission Human Resource Policies and Procedures Manual for the Public Service dated 2016.

41. Development Impact Consulting letter dated 19th January, 2024.

(l) Declaration as to whether there are/or have been any proceedings or decisions by or before any court or tribunal on the same subject matter.

(a) The Appellant hereby declares that there are no and there have been no proceedings or decisions before or by any competent court of law or tribunal on the same subject matter.

(m) Reliefs sought:

REASON WHEREFORE the Appellant proposes to ask the Public Service Commission by way of Appeal to it that:

(i) The Respondent's show cause letter dated 28th November, 2023 be set aside and invalidated.

(ii) The PricewaterhouseCoopers Limited report dated 14th December, 2023 be set aside and invalidated.

(iii) The termination of employment dated 2nd January, 2024 be set aside and invalidated.

(iv) The entire disciplinary appeal proceedings before the Human Resource and Nominations Committee of the Board be set aside and invalidated.

(v) The letter dated 8th March, 2024 be set aside and invalidated.

(vi) The Appellant be reinstated to the previous status held and receive all the attendant benefits as though the termination of employment was never made.

(vii) The Respondent be directed to compensate the Appellant for violation of his rights.

(viii) The Respondent be directed to indemnify the Appellant and pay his damages, loss and legal costs pursuant to Section 178(2) of the Public Procurement and Asset Disposal Act, 2015.

DATED at NAIROBI this 25th day of March, 2024



MWANIKI GACHUBA
ADVOCATES FOR THE APPELLANT

Drawn & filed by:

Mwaniki Gachuba
Advocates

Josem Trust House, 3rd Floor
Masaba Road, Upper Hill
P.O. Box 3082 – 00506

NAIROBI

Tel. 0725103901

Email: info@mwanikigachuba.com

To be served upon:

Kenya Reinsurance Corporation Limited
Reinsurance Plaza
Taita Road, CBD
P.O Box 30271 - 00100

NAIROBI



REPUBLIC OF KENYA

Contract for Consultant's Services

Lump-Sum

Project Name: Additional financing Cash Transfer for Orphans and Vulnerable Children (CT-OVC) Program

Credit No: 53120

Contract No: DCS/C/01/FY-2013-2014

Between

**Ministry of Labour, Social Security and Services,
(MLSS&S)
and**

Promin Consultants Limited (PCL)

In Joint Venture with

Development Impact Consulting (DIC)

December 2014

A handwritten signature in black ink, likely representing the Ministry of Labour, Social Security and Services.

A handwritten signature in black ink, likely representing Promin Consultants Limited (PCL).

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made _____ day of the month of _____ between, on the one hand, **Ministry of Labour, Social Security and Services** (hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, **Promin Consultants Limited (PCL)** of P O Box 53969 – 00200 NAIROBI First Floor, Mpaka House, Mpaka Road Westlands, and **Development Impact Consulting (DIC) Ltd** of P O Box 16694-00620 NAIROBI, KASNEB TOWERS, 1st Floor, Hospital Hill Road. (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received credit from *International Development Association (IDA)* toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of: **Ministry of Labour, Social Security and Services**

In the presence of:

Full name; **MR. ALI NOOR ISMAIL**

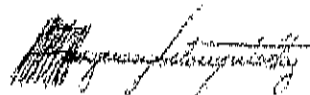
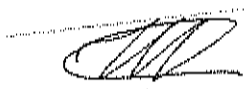
Full name; **AHMED HUSSEIN (MBS, HSC)**

Title: **Principal Secretary**

Title: **Director Children Services.**

Signature: _____

Signature: _____



For and on behalf of each of the members of the Consultant

Promin Consultants Limited

Development Impact Consulting

Full name: **PROF. FRANCIS NDUNG’U
KIBERA**

Full name: **RAPHAEL M. KABANDO**

Title: Executive Chairman/ Director

Title: Executive Director

Signature: _____



Signature: _____



In the presence of: (Witness)

In the presence of: (Witness)

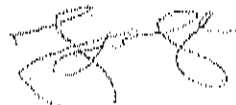
Full name: **FREDRICK K. NJOROGE**

Full name: **PETER WARUI KINYANJUI**

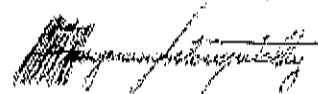

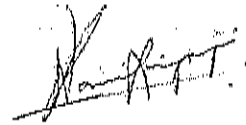
Title: Manager

Title: Consultant

Signature: _____

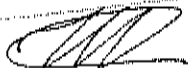
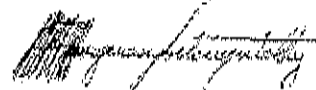


Signature: _____

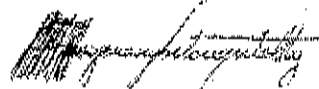


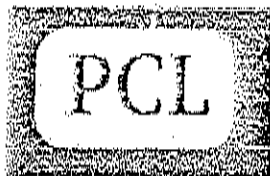
(b) The Special Conditions of Contract;

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the Laws of Republic of Kenya.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ministry of Labour, Social Security and Services Attention Head Of Social Protection Secretariat- Winnie Mwasiagi Facsimile : 254-20-2723011 E-mail: - mwasiagifw@yahoo.com</p> <p>Consultant : Promin Consultants Limited</p> <p>Attention :Prof. Francis N. Kibera</p> <p>Facsimile : +254204443824 E-mail :- prominconsult@gmail.com</p>
8.1	<p>Promin Consultants Limited</p> <p>P.O. Box 53969-00200 Mpaka House, First Floor, Mpaka road, Westlands, Nairobi</p> <p>Attention: Prof. Francis N. Kibera</p> <p>Facsimile:+254204443824</p> <p>E-mail:prominconsult@gmail.com</p> <p>Cell: +254715042700</p> <p>The Lead Member on behalf of the JV is: Promin Consultants Limited Name of The Member: Prof. Francis Ndung'u Kibera</p>
41.2.4	<p>The accounts are:</p> <p>Name of Bank : Cooperative Bank of Kenya</p> <p>Bank Account Name : Promin Consultants Limited</p> <p>Bank Account No. : 01120002473200</p> <p>Payments shall be made according to the following schedule:</p>

42.1	The interest rate is: The interest rate is the prevailing commercial bank lending rates





DATA MANAGER CONTRACT

This Agreement is made this 8th day of January, 2015, BETWEEN (1) Development Impact Consulting/Promin Consultants Ltd (hereinafter referred to as "Consortium") of P.O Box 16694 - 00620 and Tel No. 2712649/2713741, Nairobi, officially represented by Raphael M. Kabando, Managing Consultant, and (2) Martin M. Mati, holder of Kenya identity card number 22695300 and of P.O Box 36334 - 00200 Nrb and Tel. No. 0725146213 (hereinafter referred to as "the Data Manager").

1. APPOINTMENT

1.1 DIC/PROMIN Consortium engages the services of Martin M. Mati, as a Data Manager during the execution of the consultancy services on Programme Implementation and Beneficiaries Satisfactory Survey (PIBS) for the National Safety Social Protection Programme (NSNP) implemented by the Ministry of Labour, Social and Services in Kenya. The said survey shall be conducted in three cycles with the first cycle being the baseline survey while the II and III shall be mid-term and final. The services described in this contract are applicable to the THREE CYCLES OF THE CONSULTANCY ASSIGNMENT.

1.2 The specific Terms of Reference (TORs) for the assignment include but not limited to;

- Supporting the preparation of the Inception Report for the PIBS survey
- Preparing the required data collection tools and instruments for the survey.
- Review of data tools for subsequent surveys
- Designing data quality control and assurance mechanisms to ensure quality data is achieved
- Designing an acceptable sampling methodology and determine the requisite sample size for the survey
- Preparing materials for the induction training of the survey enumerators
- Participating in the induction training of the enumerators and the piloting of the data tools and instruments
- Conducting field data quality control spot checks by visiting the field enumerators in the areas that shall be assigned by the team leader.
- Supervising data cleaning and entry processes
- Conducting the necessary data analysis and collation to facilitate the achievement of the required survey outputs and deliverables and as may be required by the team leader and/or the Client
- Participating in the compilation of various Reports as shall be assigned by the team leader
- Attending ALL meetings convened by the team leader to discuss the implementation of the assignment
- Attending ALL meeting requested by the Client from time to time
- Perform any other duties may be assigned by the team leader and/or the client

1.3 The services of the Data Manager shall be provided between the period 12th January 2015 to 30th December, 2017, and shall entail providing services for a total number not exceeding two hundred twenty (220) man-days distributed as follows:

- Phase I - 110 days;

- Phase II - 55 days.
- Phase - 55 days.

2. Data Manager's OBLIGATIONS

- 2.1 The Data Manager duties are described in 1.2 above and provided in the attached TORs from the Client. The Data Manager shall work hand in hand with the Field Manager and RAs Supervisor as well as other Staff of the project and as may be decided by PROMIN'S / DIC'S management and/or by the technical team leader.
- 2.2 The Data Manager shall unless prevented by ill health devote much of his time, attention and abilities for the proper exercise of his duties as a data manager.
- 2.3 This Agreement cannot in any way be construed to constitute a contract of employment.
- 2.4 Nothing in this Agreement empowers the Data Manager to act on behalf of DIC/PROMIN for any purpose whatever and the Data Manager has no authority or power to bind DIC/PROMIN in any way or for any purpose without prior written approval of the Managing Consultant of DIC/PROMIN Consortium.

3. PROMIN'S / DIC'S OBLIGATIONS

- 3.1 In consideration of the services to be rendered by the Data Manager under this Agreement, DIC/PROMIN shall pay the Data Manager, a fee of **Ksh 20,000.00**, per man-day for a maximum of **two hundred twenty (220) man-days** worked during the assignment. This translates into a consolidated amount of **Kshs. 4,400,000.00 (Kenya shillings Four Million, Four Hundred Thousand only)**
- 3.2 The said contract amount shall be subject to prevailing withholding tax (currently at 5%) that shall be paid to KRA and a certificate issued to the Data Manager.
- 3.3 The said contract amount shall be **paid in three installments** based on the number of days allocated per cycle as stated here above and on submission of the outputs listed under 1.2 above which are acceptable to DIC/PROMIN and the Client and upon payment by the Ministry.
- 3.4 The Data Manager shall be provided with transport and a daily subsistence allowance of **Kshs.5000.00** per night for the number of official field days worked outside Nairobi.
- 3.5 To facilitate communication while on duty, the Data Manager shall be provided with airtime allowance of **Ksh 5,000.00** for the entire period of the field work.

4. CONFIDENTIALITY

- 4.1 The Data Manager shall not at any time whatsoever divulge or allow to be divulged to any person any confidential information (relating to the affairs of any nature arising under this contract or DIC/PROMIN) other than to or any persons so authorized by the Director of DIC/PROMIN. All data, documents, reports, maps, etc produced in relation with this Agreement will remain the property of DIC/PROMIN and cannot be published without their written consent.
- 4.2 The Data Manager shall refrain from any relationship, which would compromise his professional independence in relation to the services under this contract.

5. **TERMINATION**

5.1 The Data Manager engagement may be summarily terminated without notice without payment in lieu of notice or without reimbursement of expenses should the Data Manager perform any acts which amount to serious misconduct or any breach or non-observance of any of the conditions of this Agreement or neglects or refuses to carry out the duties assigned to him.

6. **DELIVERY OF DOCUMENTS ON TERMINATION**

The Data Manager shall upon the termination of this engagement immediately deliver data, documents, specification papers, maps, diagrams, drawings, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared in performance of this contract and/or belonging to DIC/PROMIN.

7. **WRITTEN TERMS**

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior terms are void at the commencement date of this Agreement but without prejudice to any rights which have already accrued to either party.

8. **JURISDICTION**

This Agreement shall be constructed in accordance with the Laws of Kenya. The High Court of Kenya shall have jurisdiction to determine any disputes that may arise from this Agreement if agreed on out of court arbitration fails.

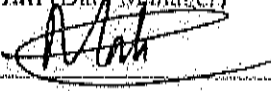
In witness whereof the parties hereto have duly executed this Agreement the day and year herein written.

Mr. Raphael M. Kabando – Managing Consultant.
DIC /Promin Consultants Ltd Consortium



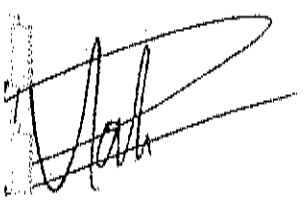
Date: 9/9/2016

Martin M. Mati (Data Manager)

SIGNED by 

Date: 09/09/2016

Witnessed by *Prof Francis N. Kibera - Managing Director*
(Promin Consultants Ltd)





Martin Mati <matijose2002@gmail.com>

PIBS Independent consultant contract closure

Subject: PIBS Independent consultant contract closure
From: Raphael Kabando <rkabando@gmail.com>
Date: Wed, Dec 28, 2016, 09:44
Subject: Re:
To: Martin Mati <matijose2002@gmail.com>

Hi Martin,

Many thanks for this. We consider this matter now closed.

We wish you well.

Regards,

On Mon, Dec 26, 2016 at 10:07 PM Martin Mati <matijose2002@gmail.com> wrote

Good evening Kabando,

The contents of your email below is noted with much appreciation. It was nice supporting the Ministry of Labour on this very noble project for social protection. I wish you well in your pursuits as a firm.
Good night.

Martin Mati

On Mon, Dec 26, 2016 at 4:16 PM Raphael Kabando <rkabando@gmail.com> wrote:

Hi Martin,

The Ministry of Labour, Social and Services and the World Bank have officially called off the final round of data collection effective today due to time constraints.

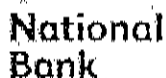
Consequently, we would like to inform you that the Independent consultancy agreement with you elapses with immediate effect.

Rest assured that your final professional fees will be paid to your account once the Ministry and donors process payments due to us.

Best wishes,

Raphael M. Kabando
Development Impact Consulting
Skype ID: Raphael Kabando
Njewaka Apartments, 7th Floor
TRM Dr, Off Thika Hwy, Roysambu
P.O. Box 16694 - 00620 Nairobi
Tel. +254 - 020 2673473/0714946428
Mobile: +254 722 717 578
NAIROBI

Statement



MARTIN M. MULINGATA

Account No : 01245060664500
 Acct. Name : MARTIN MATI MULINGATA
 Acct Type : Transactional Accounts: Taifa Accounts
 Currency : KES
 Statement Period : 27-SEP-18 to 27-DEC-18
 Statement Date : 27-DEC-18
 Branch Name : HARAMBEE AVENUE
 Branch Contact Details : 00012036

Transaction Date	Value Date	Transaction Details	Debit	Credit	Book Balance
-Dec-18	21-Dec-18	3835503436,KENYA REINSURANCE CORPORATION,DEC-2018 SALARY.	0.00	123,163.65	127,803.92
-Dec-18	22-Dec-18	Cash Withdrawal: NBOK KITUI KE, : 452241*****5850, 1701, on 2018-12-22 12:43:15.0,	20,000.00	0.00	107,803.92
-Dec-18	22-Dec-18	ATM Cash Withdrawal	36.00	0.00	107,767.92
-Dec-18	22-Dec-18	Cash Withdrawal: NBOK KITUI KE, : 452241*****5850, 1701, on 2018-12-22 12:44:15.0,	10,000.00	0.00	97,767.92
-Dec-18	22-Dec-18	ATM Cash Withdrawal	36.00	0.00	97,731.92
-Dec-18	22-Dec-18	VISA POS Purchase : SHELL KITUI KITUI KE, on 2018-12-22 00:00:00.0,	3,750.00	0.00	93,981.92
-Dec-18	22-Dec-18	VISA POS Purchase : MAGUNAS KITUI MURANGA KE, on 2018-12-22 00:00:00.0,	7,325.00	0.00	86,656.92
-Dec-18	22-Dec-18	Mobile Transfer: 254710359148^ Mpesa Ref Num:MLM0P2IFZK ; 01245060664500:KAMBUA NGINA ; 2018-12-22 12:	0.00	9,900.00	96,556.92
-Dec-18	24-Dec-18	3835802183,KENYA REINSURANCE CORPORATION,EXP MOMBASA PERDIEM	0.00	6,000.00	102,556.92
-Dec-18	24-Dec-18	Cash Withdrawal: NBOK KITUI KE, : 452241*****5850, 1701, on 2018-12-24 14:05:14.0,	30,000.00	0.00	72,556.92
-Dec-18	24-Dec-18	OUTWARD CHEQUE:01968.PROMIN	00.00	388,498.00	461,018.92
-Dec-18	27-Dec-18	212058 JUBILEE INSURANCE THE JUBILEE - DR	10,223.00	0.00	450,795.92
-Dec-18	27-Dec-18	Statement Charges	2,500.00	0.00	448,295.92
-Dec-18	27-Dec-18	Excise Duty	500.00	0.00	447,795.92
		Totals	3,244,878.35	2,623,042.59	

Opening Balance as at: 27-DEC-18 447,795.92
 Amount not Cleared: 27-DEC-18 0
 Closing Balance as at: 27-DEC-18 447,795.92

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible

M. MARTIN M. MULINGATA,

In our continued effort to serve you better, we have opened a new Call Centre for personalised and professional customer care services. If you have any queries or complaints concerning any of our products and services please call us on 0703 088900 / 0732 118800 / 020 2828900 or email callcentre@nationalbank.co.ke.



AMENDMENT TO CONTRACT AGREEMENT
CONTRACT IDENTIFICATION NO: DCS/C/01/FY-2013-2014

THIS AMENDMENT to Contract Agreement is made the 23RD Day of JANUARY Two Thousand and Seventeen between the **MINISTRY OF EAST AFRICAN COMMUNITY, LABOUR AND SOCIAL PROTECTION STATE DEPARTMENT OF SOCIAL PROTECTION**, of Post Office Box Number 40326-00100, Nairobi in the Republic of Kenya (hereinafter called the "Employer") of the one part and on the other hand a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, Promin Consultants Limited (PCL) of P. O. Box 53959 - 00200 NAIROBI, First Floor, Mpaka House, Mpaka Road Westlands, in association with Development Impact Consulting (DIC) Ltd. of P. O. Box 16654-00620 NAIROBI, KASNEB TOWERS, 1st Floor, Hospital Hill Road (hereinafter called the "Consultant").

WHEREAS the Employer and the Consultant entered into a Contract Agreement (Contract Identification No: DCS/C/01/FY/2013-2014) (hereinafter called the "Original Contract Agreement") for the provision of Programme Implementation and Beneficiary Satisfaction (IBS) Survey for the Kenya National Safety Net Programme, over a period of two years for a cumulative contract price of the equivalent of Kenya Shillings one hundred and six million four hundred fifty nine thousand (KES 106,459,000,000) (hereinafter called the "Original Contract Price") and a contract period of two (2) years (hereinafter called the "Original Contract Period");

AND WHEREAS the said C.T.O.V.C Project period was extended by a further twenty two months to 31st October 2017 and upon the expiry of the original

PRINCIPAL SECRETARY
MINISTRY OF LABOUR, SOCIAL
SECURITY & SERVICES
P.O. Box 40326-00100
NAIROBI

contract period and further been agreed by and between the parties that the Original Contract Period be extended by a further twenty two (22) months until 31st October 2018 in line with the revised project expiry date of 31st October 2018 without any additional cost to the Original Contract Price (hereinafter referred to as the "Revised Contract Period").

NOW THIS AMENDMENT TO CONTRACT AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:-

1. The Original Contract Period of 24 Months is hereby amended and replaced with the Revised Contract Period of 46 Months. The revised completion date is October 31st 2018.
2. All other terms and conditions of the original contract remain unchanged.

PRINCIPAL SECRETARY
MINISTRY OF LABOUR SOCIAL
SECURITY & SERVICES
P.O. Box 40326 - 00100
NAIROBI

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of: **Ministry of East African Community, Labour & Social Protection, (State Department of Social Protection)**

In the presence of:

Full name: Susan Mwachae

Title: Principal Secretary

Signature: 



For and on behalf of each of the members of the Consultant

From Consultants Limited

Development Impact Consulting

Full name: PROF. FRANCIS NDUNG'U KIBERA

Title: Executive Chairman/Director

Signature: 

Full name: RAPHAEL M. KIBANDO

Title: Executive Director

Signature: 

In the presence of: (Witness)

In the presence of: (Witness)

Full name: FREDRICK K. NJOROGE

Title: Manager

Signature: 

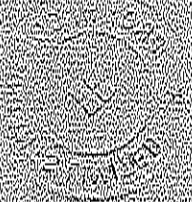
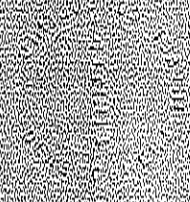
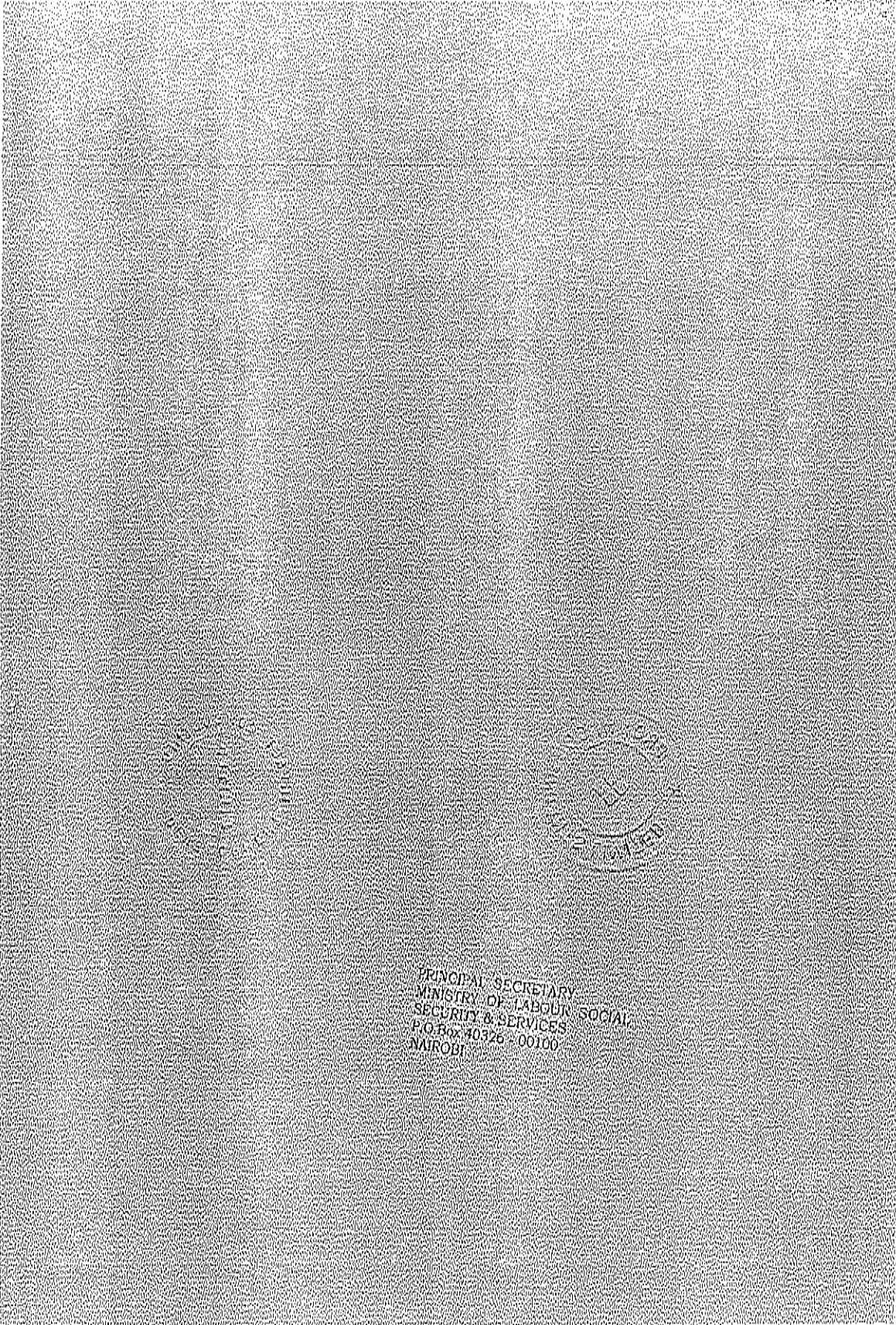
Full name: PETER WARDUKINYANJUI

Title: Consultant

Signature: 



PRINCIPAL SECRETARY
MINISTRY OF LABOUR, SOCIAL
SECURITY & SERVICES
P.O. Box 40323, 00100
NAIROBI



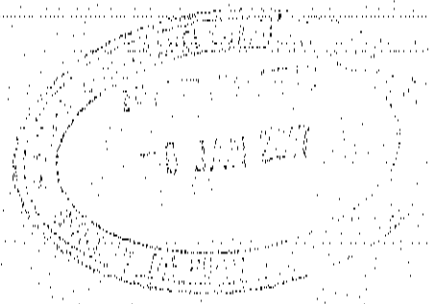
PRINCIPAL SECRETARY
MINISTRY OF LABOUR, SOCIAL
SECURITY & SERVICES
P.O. BOX 40326 - 00100
NAIROBI

Kenya.Re is ISO 9001:2008 Certified

Ref: KRC/HR/R6/2016

21ST December 2016

Mr. Martin Mati Mulingata
P.O. Box 36334-00000
Nairobi
KENYA



Email:matijose2002@gmail.com

Dear Mr. Mati Mulingata,

LETTER OF APPOINTMENT –MANAGER RESEARCH AND DEVELOPMENT

I am pleased to inform you that the Corporation is prepared to offer you a position under the following Terms and Conditions of Services:-

1. POSITION


You will be engaged as a **Manager Research and Development** on job grade 4C.

2. REMUNERATION

You will be paid a Gross Monthly Salary of **Kshs 375,000/=** per month, out of which 70% shall be pensionable.

3. PROBATION

Your employment is subject to completion of a six (6) month probationary period during which an evaluation on your suitability for the position will be reviewed and if successful your employment with the Corporation will be confirmed.



4. PENSION SCHEME

You will become eligible to enter the Corporation's Pension Scheme. Your contribution towards the Pension Scheme will be at 7.5% of your pensionable salary, which at the moment is pegged at 70% of your gross pay, while the Corporation will contribute 12.5% on the same. Please note that this may change over time.

5. WORKING HOURS

Working hours will be observed as follows:-

Morning: 8.00 a.m. - 1.00 p.m.

Afternoon: 2.00 p.m. - 5.00 p.m.

Official working days are Mondays to Fridays

5. PERFORMANCE RELATED AWARDS

Depending on your performance appraisal and subject to overall performance of the Corporation, including ability to meet the costs, you may be accorded a performance related award.

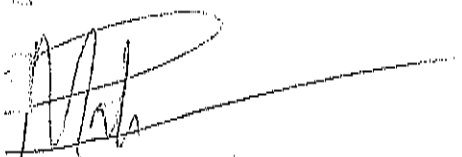
7. INSURANCES

You will be eligible for membership in the Corporation's Group Accident and Group Life Insurance schemes. The rules of the schemes will be made available to you.

8. LEAVE

Upon completion of twelve month's service, you will be eligible for 30 days paid leave. All leave shall be taken at the discretion of the Corporation.

Leave allowance will be paid at least one month prior to your anniversary as per the Corporation's terms.





Kenya Re is ISO 9001:2008 Certified

9. TERMINATION OF APPOINTMENT

An employee may be separated from Kenya Reinsurance Corporation either voluntarily (i.e. by resignation) or involuntarily. Employment may be terminated by either party giving three (3) months' notice or three (3) month's gross salary in lieu of notice.

10. MEDICAL EXAMINATION

This appointment is subject to your passing a medical examination by the Corporation's appointed Doctors.

11. MEDICAL

The Corporation operates a staff medical scheme. You will be a member of the scheme and will be entitled to medical benefits as per the scheme rules.

12. OTHER BENEFITS

You will be entitled to all other benefits of the Corporation applicable to your appointment on job grade 4C as approved by the Board of Directors.

13. DUTIES AND CODE OF CONDUCT

You will be bound by all the Corporation's Office Rules and Regulations as issued and or amended from time to time by the Management and the Board of Directors. During your service with the Corporation you will:-

- a) Observe the Corporation's rules and regulations;
- b) Perform your duties diligently and faithfully;
- c) Uphold the Corporation's repute through honesty and integrity;
- d) Employ your time, attention and abilities to the services of the Corporation as its employee
- e) Perform any other duties given to you from time to time.



14. CONFIDENTIALITY

You will not during your engagement disclose any confidential matters of the Corporation to anyone not authorized or entitled to receive them.

15. EMPLOYMENT LAWS AND STAFF RULES AND REGULATIONS

You will be subject to the provisions of the Employment Act, 2007 of the laws of Kenya and to the Corporation's Code of Conduct and HR Policies as issued and or amended from time to time.

16. OBLIGATION

This offer and your acceptance thereof will constitute a binding contract between you and the Corporation.

This letter is sent to you in duplicate. If you accept the offer, please sign on the duplicate and return to us.

Yours sincerely,


S. W. KANG'ETHE

HUMAN RESOURCE MANAGER

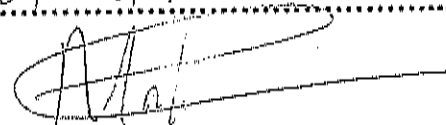
Cc: General Manager (Finance)
Pension Fund Secretary

ACCEPTANCE

I Mahis Mahi Muliya ID No: 22675300 hereby accept the above

offer as per the Corporation's terms and conditions as stipulated herein and I will report for duty on

03-04-2017

Signed: 

Date: 06-01-2017



Tellers Stamp
& Signature



CO-OPERATIVE BANK
We are you

MT 103 FORM

SWIFT/RTGS APPLICATION FORM

(Fill in Triplicate)

Applicant Details Branch: Date: DD: MM: YYYY:

Applicant Name: <input type="text"/>		ID No: <input type="text"/>
Account No: <input type="text"/>	(Mandatory) Address: <input type="text"/>	
Mobile: <input type="text"/>	Office Line: <input type="text"/>	Town: <input type="text"/>
PO Box: <input type="text"/>	Postal Code: <input type="text"/>	

Payment Details Payment Mode: Cash Account (Tick as appropriate)

Currency: Transfer Amount (Figures):

Amount (Words):

Beneficiary Details

Beneficiary Name:

Account No:

Beneficiary Bank:

Swift Code:

Beneficiary Branch:

Intermediary Bank:

Intermediary Bank BIC:

Routing / Brand / Sort Code:

IBAN No. (Compulsory for payments to EURO Zone):

Beneficiary Tel: Mobile:

(Mandatory) Address PO Box: Postal Code:

Town:

Correspondent charges to be paid by Applicant: Shared:

(Tick as Appropriate)

Applicants Signatures

Signature (1) (2)

Details of Payment:

For Bank use Only

Branch Reference:

International transfer / RTGS (Local transfer) - Tick as appropriate

Forex Amount	<input type="text"/>	Currency	<input type="text"/>
Rate	<input type="text"/>		
Kens Equivalent	<input type="text"/>		
Commission	<input type="text"/>		
Total	<input type="text"/>		

Call Back Details

Call Mode to:

Phone No:

Date/Time:

Done by: Name: Signature & Stamp:

ACTION	NAME	SIGNATURE	SIGN NO
Input by	<input type="text"/>	<input type="text"/>	<input type="text"/>
Verified by	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorised by	<input type="text"/>	<input type="text"/>	<input type="text"/>
Routed by	<input type="text"/>	<input type="text"/>	<input type="text"/>



Disclaimer: It is understood that this SWIFT transfer is sent at my/our own risk and the Co-operative Bank of Kenya Limited will not be held liable either for any mistake, delay or omission which may happen in the transmission of the message or from the misinterpretation of the message when received. We/We undertake to pay charges made for repetition or elucidation of the message if this occurs.

White - Original Pink - Duplicate

(2)



CO-OPERATIVE BANK

We are you

Form No. A 142A

TRANSACTION RECEIPT

CO-OPERATIVE BANK OF TANZANIA
14 FEB 2019
USER
MESTANIS NAIHOE

Withholding Certificate

Date of Certificate: 20/03/2019

Certificate Serial Number:

KRAWHTNON0142885519



Withholder Details

PIN of Withholder	P000613747U
Name of Withholder	PROMIN CONSULTANTS LIMITED
Address of Withholder	MPAKA HOUSE, MPAKA, Mpaka house, mpaka road, WESTLANDS, NAIROBI CITY (NORTH) Starehe District-00200

Withholdee Details

PIN of Withholdee (If available)	A003920980B
Name of Withholdee	MARTIN MATI MULINGATA
Address of Withholdee	209/BLOCK 80/2480, OUTERING RD, OUTERING RD, Nairobi Kasarani District-00100

Details of Tax Withheld

Nature of Transaction	Management, Professional Training or Consultancy Fees Which Is Over 24,000 In A Month
Transaction Date	18/02/2019
Gross Amount of Transaction (Ksh)	2,000,000.00
Withholding Tax Rate	5.00
Amount of Tax Withheld (Ksh)	100,000.00
This is to certify that the amount stated above has been withheld by PROMIN CONSULTANTS LIMITED on account of MARTIN MATI MULINGATA and deposited to the collector of Income tax Nairobi	

Dear client you may check the validity and authenticity of this WHT certificate on our portal: kra.go.ke using the Certificate No. **KRAWHTNON0142885519**

YEAR 2018 BUDGET

RESEARCH & DEVELOPMENT EXPENSES	2019		2020		2021	
	KES		KES		KES	
Professional Subscriptions - Marketing & Social Research Association (MSRA) membership renewal fees	10,000.00		10,000.00	10,000.00	10,000.00	10,000.00
Professional Subscriptions - Royal Statistical Society of UK	20,520.00		20,520.00	20,520.00	20,520.00	20,520.00
Professional subscriptions - CAA-Global	65,000.00		65,000.00	65,000.00	65,000.00	65,000.00
Statistical Society Conference	507,300.00		507,300.00	507,300.00	507,300.00	507,300.00
Club Subscriptions	34,000.00		34,000.00	98,000.00	98,000.00	98,000.00
Entertainment	144,000.00		144,000.00	144,000.00	144,000.00	144,000.00
Professional/Consultancy Fees on key research initiatives	9,500,000.00		9,500,000.00			6,000,000.00
Insurance and Reinsurance research Publications	2,770,200.00		2,770,200.00	2,770,200.00	2,770,200.00	2,770,200.00
Strategy review workshops and development of business plans	12,731,250.00		12,731,250.00	12,731,250.00	12,731,250.00	12,731,250.00
TOTAL	25,782,270.00		16,346,270.00	16,346,270.00	22,346,270.00	22,346,270.00

CAPITAL EXPENDITURE	2019		2020		2021	
Data management and analysis softwares inclusive of support				0	0	0

Detailed Budget with notes

Detailed Explanations of the Budget	Quantity	Rate (Kshs) per staff	Total
Marketing & Social Research Association (MSSRA) membership/ia renewal fees	2	5,000	10,000.00
Professional subscriptions - Royal Statistical Society of UK	1	20,520.00	20,520.00
Professional subscriptions - CAA-Global	1	65,000.00	65,000.00
Club Subscriptions (annual subscription fees)	2	49000	98,000.00
Statistical Society Conference			
Air ticket return	1	114,400.00	114,400.00
Conference registration	1	92,340.00	92,340.00
Per diem allowances	5	60,112.00	300,560.00
Sub-total			507,300.00
Entertainment			
Quarterly lunch meetings with Kenya National Bureau of Statistics for macro-economic data	4	12,000.00	48,000.00
Quarterly lunch meetings with Association of Kenya Insurers and AKR for industry level data	4	12,000.00	48,000.00
Quarterly lunch/dinner meetings with IFA and other industry analysts for gathering market analysis data	4	12000	48,000.00
Professional/Consultancy Fees			
Undertake an Internal Customer Satisfaction survey in 2019 and 2020	1,500,000.00		1,500,000.00
Undertake customer retention study and product improvement study	4,500,000.00		4,500,000.00
Undertake a cross border Customer satisfaction survey with key focus to cedants and brokers	3,500,000.00		3,500,000.00
Sub-total	9,500,000.00		6,000,000.00
Strategy review workshops			
a. Mid year review workshops with the Management staff			
Conference and boarding facilities	100	21,000.00	2,100,000.00
2/4 per client allowances	100	5,500.00	550,000.00
Consultant's fees for 2018 Business Plan	1	6,500,000.00	6,500,000.00
Sub-total			9,150,000.00
b. Annual review workshop both Management and Board			

Conference and boarding facilities (Management and Board)	148	21,000.00	3,108,000
1/4 per diem allowances (Management)	75	4,550.00	341,250
1/4 per diem allowances (Board members)	24	5,500.00	132,000
Sub-total			3,581,250
Total (Strategy review)			12,731,250.00

Insurance and Reinsurance research Publications			
Monthly, quarterly, semi-annual and annual publications	19	145,800.00	2,770,200.00

Notes

Sample membership renewal invoice attached

Parklands club renewal fees & Public Service

Rate obtained from market players



Resident Individual Income Tax Return

Section A Part 1 : Return Information

Personal Details

Personal Identification Number	A003920980B	Taxpayer Name	MARTIN M
Address	209/BLOCK 80/2480, Nairobi, Kasarani District, 00100, 49942.	Type of Return	Original
Return Period From	01/01/2019	Return Period To	31/12/2019
Year of Income	2019	Date of Application	17/02/2020
Do you have any income other than employment income?	Yes	Do you want to declare a Wife's Income (Yes/No)	No
Have been issued the Exemption Certificate for disability?	No		

Wife Details

Wife PIN	Wife Name
Does your wife have any income other than employment income?	
Does your wife have been issued the Exemption Certificate for disability?	

Section A Part 2 : Bank Details

Description	Details
Bank Name	NATIONAL BANK OF KENYA LTD
Branch Name	HARAMBEE
City	NAIROBI
Accounts Holder's Name	MARTIN MATI MULINGATA
Accounts Number	01245060664500

Section A Part 3 : Details of Auditor

Description	Details (Self)	Details (Wife)
PIN of Auditor		
Name of Auditor		
Date of Audit Certificate		

Section A Part 4 : Landlord Details

	Physical Full Address				Postal Address									
Sr.No.	Details For	PIN of Landlord	Name of Landlord		L.R.Number	Building	Street/Road	City/Town	County	District	Tax Area/Locality	Descriptive Address	Post P.O.Box	Office Name

Not Available

Section A Part 5 : Tenant Details

	Physical Full Address				Postal Address										
Sr.No.	Details For	PIN of Tenant (if Available)	Name of Tenant		L.R.Number	Building	Street/Road	City/Town	County	District	Tax Area / Locality	Descriptive Address	P.O. Box	Post Office Name	Post Cod

Not Available

Section A Part 6 : Details of Exemption Certificate for Disability

Sr.No.	Details For	Exemption Certificate Number	Date From
		Not Available	

Section B : Profit and Loss Account for the Year Ending on 31st December, 2019 (Self)

Sr.No.	Description	Business (Ksh)	Farming (Ksh)	Rental (Ksh)	Interest (Ksh)	Commission (Ksh)
1.	Gross Turnover of Business or Profession (1.1+1.2)	2,290,000.00	0.00	0.00	0.00	0.00
1.1	Gross Turnover (General Trading / Manufactured Goods)	0.00	0.00	0.00	0.00	0.00
1.2	Gross Turnover of Profession / Consultancy Fees	2,290,000.00	0.00	0.00	0.00	0.00
2.	Cost of Sales (2.1+2.2+2.3+2.4-2.5)	2,115,476.50	0.00	0.00	0.00	0.00
2.1	Opening Stock (2.1.1+2.1.2+2.1.3)	0.00	0.00	0.00	0.00	0.00
2.1.1	Raw Materials	0.00	0.00	0.00	0.00	0.00
2.1.2	Work in Progress	0.00	0.00	0.00	0.00	0.00
2.1.3	Trading / Manufactured Goods (finished goods)	0.00	0.00	0.00	0.00	0.00
2.2	Purchases (2.2.1+2.2.2)	0.00	0.00	0.00	0.00	0.00
2.2.1	Local Purchases	0.00	0.00	0.00	0.00	0.00
2.2.2	Imports	0.00	0.00	0.00	0.00	0.00
2.3	Other Direct Costs (2.3.1+2.3.2)	2,115,476.50	0.00	0.00	0.00	0.00
2.3.1	Direct Wages	1,465,500.00	0.00	0.00	0.00	0.00
2.3.2	Direct Expenses	649,976.50	0.00	0.00	0.00	0.00
2.4	Factory Overheads (2.4.1+2.4.2+2.4.3+2.4.4+2.4.5+2.4.6)	0.00	0.00	0.00	0.00	0.00
2.4.1	Rent and Rates	0.00	0.00	0.00	0.00	0.00
2.4.2	Fuel and Power	0.00	0.00	0.00	0.00	0.00
2.4.3	Indirect Wages	0.00	0.00	0.00	0.00	0.00
2.4.4	Consumables	0.00	0.00	0.00	0.00	0.00
2.4.5	Depreciation	0.00	0.00	0.00	0.00	0.00
2.4.6	Other Overheads	0.00	0.00	0.00	0.00	0.00
2.5	Closing Stock (2.5.1+2.5.2+2.5.3)	0.00	0.00	0.00	0.00	0.00
2.5.1	Raw Materials	0.00	0.00	0.00	0.00	0.00
2.5.2	Work in Progress	0.00	0.00	0.00	0.00	0.00
2.5.3	Trading / Manufactured Goods (finished goods)	0.00	0.00	0.00	0.00	0.00
3	Gross Profit (1 - 2)	174,523.50	0.00	0.00	0.00	0.00
4	Other Income (4.1+4.2+4.3+4.4+4.5+4.6+4.7+4.8+4.9+4.10)	0.00	0.00	0.00	0.00	0.00
4.1	Dividend	0.00	0.00	0.00	0.00	0.00
4.2	Annuity	0.00	0.00	0.00	0.00	0.00
4.3	Natural Resource Receipts	0.00	0.00	0.00	0.00	0.00
4.4	Royalties	0.00	0.00	0.00	0.00	0.00
4.5	Gifts in connection with the use or exploitation of property	0.00	0.00	0.00	0.00	0.00
4.6	Profit on Disposal of Assets	0.00	0.00	0.00	0.00	0.00
4.7	Realized Exchange Gain	0.00	0.00	0.00	0.00	0.00
4.8	Unrealized Exchange Gain	0.00	0.00	0.00	0.00	0.00
4.9	Bad Debts Recovered	0.00	0.00	0.00	0.00	0.00
4.10	Insurance Compensation	0.00	0.00	0.00	0.00	0.00
4.11	Other Income (Part II "Total of Other Income")	0.00	0.00	0.00	0.00	0.00
5	Operating Expense (5.1 to 5.28)	0.00	0.00	0.00	0.00	0.00
5.1	Advertisement	0.00	0.00	0.00	0.00	0.00
5.2	Audit Expenses	0.00	0.00	0.00	0.00	0.00
5.3	Bad Debts Written Off	0.00	0.00	0.00	0.00	0.00
5.4	Commission	0.00	0.00	0.00	0.00	0.00
5.5	Computer Expenses	0.00	0.00	0.00	0.00	0.00
5.6	Consumption of Stores and Spare Parts	0.00	0.00	0.00	0.00	0.00
5.7	Conveyance Expenses	0.00	0.00	0.00	0.00	0.00
5.8	Donations	0.00	0.00	0.00	0.00	0.00
5.9	Entertainment	0.00	0.00	0.00	0.00	0.00
5.10	Freight and Transport	0.00	0.00	0.00	0.00	0.00
5.11	Gifts	0.00	0.00	0.00	0.00	0.00
5.12	Hotel, Boarding and Lodging Expenses	0.00	0.00	0.00	0.00	0.00
5.13	Legal Expenses	0.00	0.00	0.00	0.00	0.00
5.14	Power and Fuel	0.00	0.00	0.00	0.00	0.00
5.15	Provision for Bad and Doubtful Debts	0.00	0.00	0.00	0.00	0.00
5.16	Rent Expenses for Premises	0.00	0.00	0.00	0.00	0.00
5.17	Repairs of Building	0.00	0.00	0.00	0.00	0.00
5.18	Repairs of Machinery	0.00	0.00	0.00	0.00	0.00
5.19	Sales Promotion including Publicity (other than advertisement)	0.00	0.00	0.00	0.00	0.00
5.20	Staff Welfare Expenses	0.00	0.00	0.00	0.00	0.00
5.21	Start up cost / Pre- Operating Expenses	0.00	0.00	0.00	0.00	0.00

Kenya Reinsurance Corporation Ltd.

Memorandum

To **SALLY KANGETHE** - **TEAM LEADER**
MARTIN MATI
PHILLIP SANDA

From **MANAGING DIRECTOR**

Date **13TH AUGUST, 2019**

Subject **APPOINTMENT TO EVALUATION COMMITTEE -**
REQUEST FOR PROPOSAL CONSULTANCY SERVICES TO CONDUCT INTERNAL
CUSTOMER SATISFACTORY SURVEY, KRC/2019/235 &
REQUEST FOR CONSULTANCY SERVICES ON BUSINESS PLANNING KRC/2019/236

I am pleased to inform you that you have been appointed to the Tender Evaluation committee relating to the above tender.

Following the enactment of the new Public Procurement & Asset Disposal Act, 2015, the Corporation is required to establish an adhoc evaluation committee from within the members of staff pursuant to section 46 of the Act 2015.

You are required to observe confidentiality under section 67 of the Act - The Public Procurement and Asset Disposal Act 2015.

You will be required to process the item pursuant to section 46 sub-section 4 of the Act (PPAD) 2015 as follows:

No	Process	Deadline
1	Technical Proposal	19 th August, 2019

The Supply Chain Manager will furnish the Team Leader with the specifications, and the original tenders for analysis.

Attached please find the guidelines from the public Procurement and Asset Disposal Act.

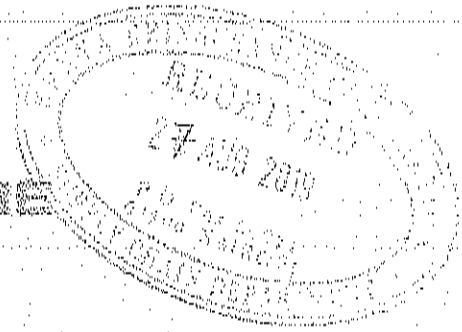

JADIAH MWARANIA
CC. Supply Chain Manager

KENYA REINSURANCE CORPORATION LIMITED

Teng
Review report not done by Prof. A. O. Omondi
The evaluation has been done by Prof. A. O. Omondi
6/15/19



KENYA RE



**REPORT ON TENDER EVALUATION FOR PROVISION OF CONSULTANCY SERVICES ON
BUSINESS PLANNING & STRATEGY DEVELOPMENT FOR KENYA REINSURANCE
CORPORATION LIMITED**

TENDER NO: KRC/2019/236

*Ason Please prepare
Prof. Omondi
JUL 26/19*

DATED: 26th AUGUST 2019

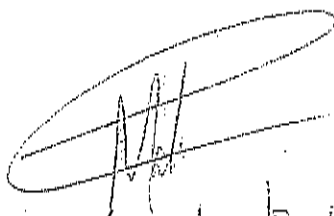
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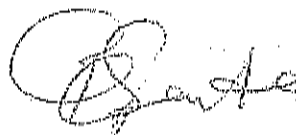
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26/08/2019



27/08/2019



26/08/19

A. TENDER EVALUATION TEAM

The following managers were appointed to evaluate tender for KRC/2019/236 by the Managing Director on 13th July 2019.

- i) Sally Waigumo Manager HR (Team Leader)
- ii) Martin Mati, Manager Research & Development, Member & user department
- iii) Philip Sanda Manager Actuarial, Member

B. TENDER OPENING RESULTS

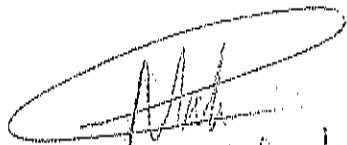
The above tender was opened on 8th August 2019 and the following firms bid to provide consultancy services on business planning & strategy development to the Corporation:-


1. PKF Consulting Limited
2. Horrizon Business Solutions Limited
3. Mustard Consulting Limited
4. Deloitte
5. Envision Strategy Solutions Limited
6. Development Impact Consulting Limited
7. Promin Consultants Limited
8. Sigmund Peak International Ltd
9. Stan Consulting Group Ltd
10. Multiples Advisory Limited

C. TECHNICAL EVALUATION

The firms were to provide the following as MANDATORY:-

1. Certificate of registration/incorporation
2. Valid and current tax compliance certificate
3. Valid trading license
4. CR12


26/08/2019


27/08/2019

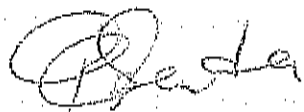

26/08/19

5. Firm's membership certificate to a professional management body with national/international recognition
6. Bid bond of Kshs. 110,000
7. Firm's audited financial statements for the recent 2 years

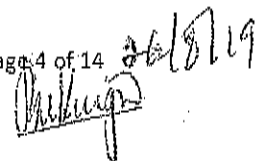
The below firms were **DISQUALIFIED** for lack of meeting some of the **Mandatory Requirements**:

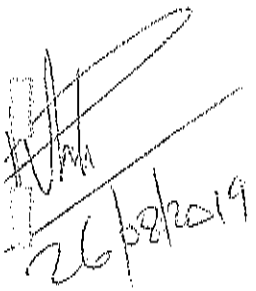
No	FIRM	REASON FOR DISQUALIFICATION
1.	Horrizon Business Solutions Limited	<ul style="list-style-type: none"> • The firm's tax compliance certificate from TCC checker expired on 18th July 2019. The TCC attached by the bidder was purportedly meant to expire on 13th August 2019.
2.	Envision Strategy Solutions Limited	<ul style="list-style-type: none"> • The firm did not attach a copy of the certificate of incorporation, they attached a certificate of change of name instead. • The firm did not provide copy of membership certificate to a professional management body with national or international reputation.
3.	Development Impact Consulting Ltd	<ul style="list-style-type: none"> • The firm attached an extract of the director's shares from the memorandum of association instead of attaching CR12.
4.	Sigmund Peak International Ltd	<ul style="list-style-type: none"> • The Tax Compliance certificate provided by the firm vide reference No. KRAEON1301572018 expired on 5th June 2019.
5.	Multiples Advisory Limited	<ul style="list-style-type: none"> • The firm did not provide copy of membership certificate to a professional management body with national or international reputation.

We have attached a Table "Annex A" which provide detailed report on the documents provided by each bidder and those which were not provided or were materially not admissible.



27/08/2019




26/08/2019

D. RESULTS

The other 5 firms (*PKF Consulting Limited, Mustard Consulting Limited, Deloitte, Promin Consultants Limited and Stan Consulting Group Ltd*) proceeded for Technical Evaluation and the results are as follows as per the attached individual and combined score sheets:

No	FIRM	TECHNICAL SCORE	RANKING
1.	Promin Consultants Limited	74.00	1
2.	Deloitte	70.33	2
3.	Stan Consulting Group Ltd	58.00	3
4.	PKF Consulting Limited	53.00	4
5.	Mustard Consulting Limited	46.67	5

The computed average score for **Promin Consultants Limited** stood at **74.00**, **Deloitte** stood at **70.33** while the average score for **Stan Consulting Group Ltd** stood at **58.00** out of the total score of 80 under technical evaluation. PKF Consulting Limited and Mustard Consulting Limited did not attain the minimum technical score of 56 (as per clause 6.1 of the TORs) and hence the firms were dropped from proceeding to financial bids evaluation.

E. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE TECHNICAL BIDS

The Table below provide a brief summary of the relative strengths and weaknesses of the five bids.

No.	Firm Name	Remarks
1.	PKF Consulting Limited	<p>The firm demonstrated an average understanding of the TORs. However, the following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Firm did not demonstrate resource capacity (human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation. • Strategy maps for previous clients were not showcased

[Handwritten signature]
26/08/2019

[Handwritten signature]
27/08/2019

No.	Firm Name	Remarks
		<p>as requested</p> <ul style="list-style-type: none"> • Team Leader did state nor attach proof of membership of the Kenya Institute of Management or any other internationally recognized management body
2.	Mustard Consulting Limited	<p>The firm demonstrated below average understanding of the TORs. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Consultant did not demonstrate understanding of the key Government strategic and planning documents including Medium Term III, Vision 2030 and Big Four Agenda. They did not either make any reference to any • Stakeholder engagement lead has no requisite experience • Monitoring and Evaluation lead and Balanced Scorecard Lead did not have required professional certifications • Proposed workplan is not plausible on gap analysis and development of smart goals
3.	Deloitte	<ul style="list-style-type: none"> • The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set • However, the following evidences were not provided:- <ul style="list-style-type: none"> (a) One of the reference letters (New Kenya Co-operative Creameries Ltd) was for 2012, a period exceeding the TORs requires for references letters for the past 5 years assignments (b) Evidence on positive impacts of KPIs previously developed was not provided (c) Strategy maps for previous clients were not showcased as requested (d) Lead consultant did not attach copy of membership certificate to Institute of Business Advisors Southern Africa (only stated that he is a member)
4.	Promin Consultants Limited	<p>The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set.</p>

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No.	Firm Name	Remarks
		However the firm did not did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process.
5.	Stan Consulting Group Ltd	<p>The firm provided an average understanding of the TORS. However, the following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed were not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Firm did not demonstrate resource capacity (human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation. • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity to develop plans for the Group and subsidiaries (2 operational) and one proposed in 2020.

F. FINANCIAL EVALUATION

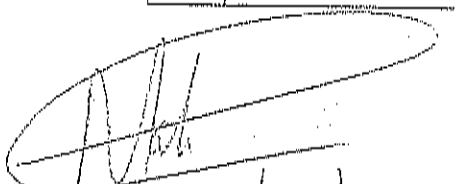
The Table below is a summary of the computations of the financial scores:-

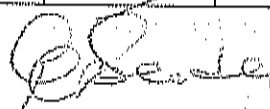
No.	Name of the firm	Financial proposal (Kshs)	Financial Score
1.	Stan Consulting Group Ltd	5,150,400.00	18.70
2.	Promin Consultants Limited	4,814,375	20.00
3.	Deloitte	8,552,677	11.26

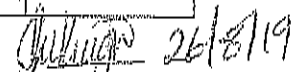
G. COMBINED TECHNICAL AND FINANCIAL EVALUATION SUMMARY

The Table below provide a summary of the combined technical and financial scores.

No.	Firm Name	Technical Score	Financial Score	Combined Score	Rank
1.	Promin Consultants Limited	74.00	20.00	94.00	1
2.	Deloitte	70.33	11.26	81.59	2
3.	Stan Consulting Group Ltd	58.00	18.70	76.70	3


26/08/2019


27/08/2019


Page 7 of 14

H. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE BIDS (COMBINED SCORES)

The Table below provide a brief summary of the relative strengths and weaknesses of the two bids.

No.	Firm Name	Remarks
1.	Promin Consultants Limited	The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set. The financial bid is competitive owing to the fact that the scope of the exercise include developing business plans for 2 years and a corporate strategy (2022-2026) both for the head office and three subsidiaries namely Cote D' Voire, Zambia and Uganda.
2.	Deloitte	• The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set. Their financial bid was not competitive.
3.	Stan Consulting Group Ltd	The firm provided an average understanding of the TORS. The financial bid was competitive.

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[Signature] 26/8/19

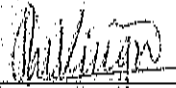
1. RECOMMENDATION FOR AWARD

The evaluation committee recommends award of the Tender for provision of consultancy services on business planning & strategy development for Kenya Reinsurance Corporation Limited as per Terms of Reference to the most competitive bidder **Promin Consultants Limited** at a Total Cost of Kshs 4,814,375 (Inclusive of applicable taxes) for year 2020 Business Planning, 2021 Business Planning and 2022-2026 strategy development costs have been provided separately by each bidder.

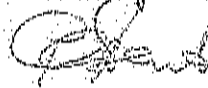
Team Members

Signature

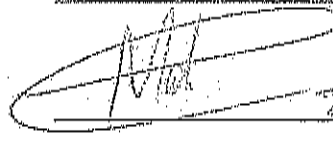
1. Sally Waigumo

 26/8/19

2. Philip Sanda

 27/8/19

3. Martin Mati

 26/08/19

ANNEX A: DETAILED ANALYSIS OF THE MANDATORY REQUIREMENTS FOR EACH BIDDER

S/N	Mandatory Requirement	Document Provided	Document Not Provided	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
1	Certificate of Registration/Incorporation	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Valid and current Tax compliance certificate	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Valid Trading license	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	CR 12	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	Firm's Membership to a professional management body with national/international recognition	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	Bid bond Ksh 10,000	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	Firm's audited financial statements for the recent 2 years	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Notes:

Key:

1. PKF Consulting Limited
2. Horizon Business Solutions Limited
3. Mustard Consulting Limited
4. Deloitte
5. Envision Strategy Solutions Limited
6. Development Impact Consulting Limited
7. Promin Consultants Limited
8. Sigmund Peak International Ltd
9. Stan Consulting Group Ltd
10. Multiplas Advisory Limited

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 26/8/2019
 27/08/2019

COURSE	KAPS Competency Facility			Minimum Credits (Units)			Practical			Project/Case Studies/ Seminars/Mini-projects			Other/Submitted Assignments			
	BS	BS	BS	BS	BS	BS	BS	BS	BS	BS	BS	BS	BS	BS	BS	
ACCREDITATIONS																
CLASSIFICATION POINTS																
Demonstrate experience in situational analysis and triangulation of multiple sources of data and information to inform decision making	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
Demonstrate capability to manage high level strategy workshops with key focus to articulating the key strategy deliverables whilst ensuring cohesion between staff, management and the board	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2.00
Demonstrate the understanding of the Medium Term Plan III, Vision 2030, Big Four Agenda and other CoK strategic documents and showcase the available opportunities for Kenya to exploit in its strategic focus	2	2	2	2	0	0.67	2	2	2	2	2	2	2	2	2	2.00
Demonstrate capacity to develop business plans for the Group and subsidiaries (2 operational) and one proposed in 2020	2	1	1	1	1	1.00	0	0	0	0	0	1	1	1	0	0.00
Demonstrate capability and competence in reinsurance financial analysis and modelling to support the planning process	2	0	0	0	0	0.00	0	0	1	1	0	0	0	0	0	0.00
Demonstrate resource capacity (both human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation	2	0	0	0	0	0.00	0	0	2	2	2	2	2	2	0	0.00
Showcase strategy maps developed for 2 reputable firms in the last 5 years - 1 mark for each	2	1	1	1	1	1.00	0	0	0	0	0	2	2	2	0	0.00
Sub-total	20	14	14	14	14	14.00	9	11	9	9.67	17	17	17	17	12	12.00
5. RESEARCH AND EVALUATION OF BUSINESS OPPORTUNITIES																
Minimum of a master's degree in strategy management or Business Administration with a bias in Strategic Planning with 5 year post graduation experience (attach copies of the certificates)	3	3	3	3	3	3.00	3	3	3	3.00	3	3	3	3	3	3.00
At least ten years continuous working experience in strategic planning, business planning, monitoring and evaluation of strategic planning	3	3	3	3	3	3.00	3	3	3	3.00	3	3	3	3	2	2.00
Prior working experience in development of strategy formulation or business planning in insurance/reinsurance business or in public sector	2	2	2	2	2	2.00	2	2	2	2.00	2	2	2	2	2	2.00
Team leader must be a member of the Kenya Institute of Management or any other Internationally recognized management body (attach copies of the certificates)	2	0	0	0	0	0.00	2	2	2	2.00	1	1	1	1	2	2.00
Sub-total	10	8	8	8	8	8.00	10	10	10	10.00	9	9	9	9	9	9.00
6. STRATEGIC MANAGEMENT																
Master's degree in strategy management or Business Administration with a bias in Strategic Planning with a year	2	2	2	2	2	2.00	2	2	2	2.00	2	2	2	2	2	2.00

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ANNEX B: DETAILED TECHNICAL INDIVIDUAL EVALUATOR'S SCORES & AVERAGE SCORES

TECHNICAL EVALUATIONS	Over 10 years (10 marks)		Between 5-10 years (5 marks)		Between 3-5 years (3 marks)		Between 2-3 years (2 marks)		Between 1-2 years (1 mark)		Sub-Total (10 marks)		Weighting	Sub-Total (10 marks)	Weighting	Sub-Total (10 marks)	
	5	4	3	2	1	0	5	4	3	2	1	0					
GENERAL INFORMATION ON THE FIRM																	
Firm should have at least 10 years' experience in Strategy and business planning (10years-5marks, 8years-4marks, 6years-3marks, 4years-2 marks & 2 years- 1 mark, Less than 2 years-0)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	3
Organization structure showing clearly where this assignment fit in the organization	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Firm membership to Kenya Institute of Management or similar professional body (attach certificate)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Sub-total	10	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	7
STRATEGIC PARTICIPATION OF THE FIRM																	
Recommendation letters of at least 5 clients served in the last 5 years in undertaking strategic plans - 3 marks for each	15	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	15
Demonstrate experience in the development of a strategy plan/business plan for institution/organizations with international reputation or in public sector	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Evidence of positive impacts in key performance indicators developed from a strategic plan in the last three 3 years for at least 3 organizations- 1 mark each	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total	20	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	17
MARKET KNOWLEDGE AND CAPABILITIES																	
Demonstrate understanding of the TORs by illustrating how the following will be carried out (stakeholder engagement, situational analysis, development of the business/strategic plan, development of M&E framework and Corporate Scorecard)-2 marks for each	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Demonstrate prior experience in stakeholder engagement in public service or institutions with international reputation	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

1 SW -Sally Waigumo
 2 PS -Philip Sanda
 3 MM -Martin Mati

Philip Sanda
 26/08/2019

Sally Waigumo
 27/08/2019

Qualifications	MBA (General Management)				MBA (Marketing)				MBA (Finance)				MBA (Operations)				MBA (Information Systems)			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
post graduation experience - attach copy of certificates																				
General professional experience: At least seven years post graduate experience in stakeholder engagement for strategy formulation and business planning using mixed methods	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Specific professional experience: demonstrated cases of stakeholder engagements using different stakeholder engagement methods including the ability to synthesise data to inform strategy	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total	5	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
MINIMUM RELEVANT EXPERIENCE																				
A master's degree economics, statistics, business administration or related field with relevant experience in business analysis (attach copies of the certificates)	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Minimum of five years of experience in an analytical, financial, consulting or business development role with clear understanding of the competitive landscape and current trends in the reinsurance industry.	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demonstrate expert level use one tool/software for quantitative / financial modelling skills in insurance/reinsurance sector	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total	5	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
MINIMUM RELEVANT QUALIFICATIONS																				
Qualifications and skills: Bachelor's Degree in economics, statistics, computer science, Monitoring and Evaluation, Information Management, Project Management, Finance - attach copies of academic certificates	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
General professional experience: Minimum of 5 years' experience in developing Monitoring and Evaluation Frameworks with key focus to strategy and business planning monitoring and evaluation framework	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Certification in monitoring and evaluation or project management e.g. PMP, Prince	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
MINIMUM RELEVANT EDUCATION																				
At least a Bachelor's degree in Human Resource management or a bachelor's degree in any other field with a post graduate diploma in human resource management with a minimum of 5 years' experience in BSC development in finance and insurance sector	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Balanced scorecard certification with 3 years post certification experience	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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6/10/2019

TECHNICAL EVALUATIONS	Work		Local Contributions		Medium Contributions		Specialized		Partial Contribution		Cross-Contributions		Grand Total
	2	2	2	2	1	1	2	2	2	2	2	2	
Sub-total	2	2	2	2	1	1	2	2	2	2	2	2	2
Sub-total (PROPOSED PERSONNEL)	18	18	18	18	19	19	24	24	24	24	22	22	22
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	1	1	1	1	1	1	1	1	1	1	1	1
2. Stakeholder engagement and situational analysis	1	1	1	1	1	1	1	1	1	1	1	1	1
3. Gap analysis report	1	1	1	1	1	1	1	1	1	1	1	1	1
4. Development of Smart Goals	1	0	0	0	0	0	0	0	0	0	0	0	0
5. Institutionalizing monitoring and evaluation in the plan implementation	1	1	1	1	0	0	0	0	0	0	0	0	0
Sub total	5	4	4	4	3	3	3	3	3	3	3	3	3
Grand total (OUT OF 80)	80	53	53	53	46	46	46.67	71	70	70	70	74	74

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27/08/2019

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26/02/2019

To JUDY NJUGUNA **TEAM LEADER**
MARTIN MATI
PHILLIP SANDA

From MANAGING DIRECTOR

Date 27th JUNE, 2019

Subject APPOINTMENT TO EVALUATION COMMITTEE:

- **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 KRC/2019/155**
- **PROVISION OF CONSULTANCY SERVICES ON BUSINESS PLANNING & STRATEGY DEVELOPMENT FOR KENYA REINSURANCE CORPORATION LIMITED KRC/2019/156**

I am pleased to inform you that you have been appointed to the tender Evaluation Committee relating to the above tender.

Following the enactment of the new Public Procurement & Assets Disposal Act, 2015, the Corporation is required to establish an adhoc evaluation committee from within the members of staff pursuant to section 46 of the Act.

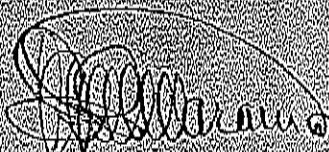
You are required to observe confidentiality under section 67 of the Act – The Public Procurement and Asset disposal 2015.

You will be required to process the item pursuant to section 46 sub-section 4 of the Act (PPAD) as follows:

	Process	Deadline
1	Technical & Financial Evaluation	11 th July, 2019

The Supply Chain Manager will furnish the Team Leader with the specifications, and the original tenders for analysis.

Attached, please find the guidelines from the Public Procurement and Asset Disposal Act



JADIAH MWARANIA

CC. Supply Chain Manager



KENYA RE
SYMPHONY & WILSON, BEYOND BOULEVARD

Manager SC
to Discuss
28/7/19

24/7/19

RECEIVED
22 JUL 2019

RECEIVED
23 JUL 2019

Kenya Reinsurance Corporation

MEMORANDUM.

Jackline
Obanda
24/7/19

TO : MANAGING DIRECTOR
FROM : SUPPLY CHAIN MANAGER
DATE : 22ND JULY, 2019

SUBJECT : RECOMMENDATION FOR TERMINATION OF TENDER PROCEEDINGS FOR CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT FOR KENYA REINSURANCE CORPORATION LIMITED - KRC/2019/156

NO.	Description	Comments
1	PROCUREMENT METHOD	Open Tender
2	JUSTIFICATION FOR TERMINATION	<p>The Research & Development Department had requested for consultancy services for business planning and strategy development for Kenya reinsurance corporation limited.</p> <p>The Tender was advertised on 29th January, 2019 on My Gov and uploaded on the Corporation's website on the same day with a closing date of 13th February, 2019. Tenders were opened on 26th June, 2019 by an opening Committee constituted of Jackline Karimi, Cuspers Obanda and Moses Cherutich.</p> <p>An Evaluation Committee consisting of Judy Njuguna, Martin Mati and Philip Sanda was appointed to evaluate the tenders and submitted their technical evaluation report dated 12th July, 2019 as below:-</p> <p>A. TENDER EVALUTION TEAM</p> <p>The following team was appointed to evaluate tender for KRC/2019/156 by the Managing Director on 27th June 2019.</p> <ul style="list-style-type: none"> i. Judy Njuguna, Records (Team Leader) ii. Martin Mati, Research & Development iii. Philip Sanda - Actuarial

Manager SC
Approved
24/7/19

27th June
Corrected date of opening tenders
25/7/19

B. TENDER OPENING RESULTS

The above tender was opened on **26th June 2019** and the following firms bid for business planning and strategy development for Kenya reinsurance corporation limited:

1. Global Training Institute
2. Promin Consultant Ltd
3. Envag Associates (K) Ltd
4. Acal Consulting Limited
5. Multiples Advisory Ltd
6. Stan Consulting Group Ltd
7. Mustard Consulting
8. Horizon Business Solutions
9. Artemis Transition Partners
10. Envision Strategy Solutions
11. University of Nairobi Enterprises Services (UNES)
12. Eliud & Associates Management Consultants

C. TECHNICAL EVALUATION

The firms were to provide the following as **MANDATORY**:

1. Certificate of registration/incorporation
2. Valid and current tax compliance certificate
3. Valid trading license

- 4.CR12
- 5.Firm's membership certificate to a professional management body with national/international recognition
- 6.Bid bond of Kshs. 110,000
- 7.Firm's audited financial statements for the recent 2 years

The below firms were **DISQUALIFIED** for lack of meeting some of the **Mandatory Requirements:**

No	FIRM	REASON FOR DISQUALIFICATION
1.	Global Training Institute	<ul style="list-style-type: none"> • The firm did not provide copy of membership certificate to a professional management body with national or international reputation • The firm's audited financial results were not signed by the auditor
2.	Multiples Advisory Services	<ul style="list-style-type: none"> • The firm did not provide copy of membership certificate to a professional management body with national or international reputation • The firm's audited financial results were not signed by the auditor
3.	Stan Consulting Group Limited	<ul style="list-style-type: none"> • The firm's 2017 audited results were not signed • The auditor's opinion was addressed to "Bantech limited" and it was of the opinion of the committee that the mismatch potentially implied that the auditor's opinion was not meant for the bidder

4.	Horizon Business Solutions	<ul style="list-style-type: none"> The firm did not attach their audited financial statements for the last 2 years
5.	Artemis Transition Partners	<ul style="list-style-type: none"> The firm did not provide copy of membership certificate to a professional management body with national or international reputation The firm did not attach audited financial statements for the last 2 years, instead they attached unsigned statement of income for the period 2016-2018
6.	Envision Strategy Solutions	<ul style="list-style-type: none"> The firm did not provide copy of membership certificate to a professional management body with national or international reputation
7.	University of Nairobi Enterprises Services (UNES)	<ul style="list-style-type: none"> The firm did not provide copy of membership certificate to a professional management body with national or international reputation

We have attached a Table "Annex A" which provide detailed report on the documents provided by each bidder and those which were not provided or were materially not admissible.

D. RESULTS

The other 5 firms (*Promin Consultant Limited, Envag Associates (K) Ltd, Acal Consulting Limited, Mustard Consulting and Eliud & Associates Management Consultants*) proceeded for Technical Evaluation and the results are as follows as per the attached individual

Kenya Reinsurance Corporation MEMORANDUM.

and combined score sheets:

No	FIRM	TECHNICAL SCORE
1.	Promin Consultant Limited	72.33
2.	Envag Associates (K) Ltd	53.00
3.	Acal Consulting Limited	51.67
4.	Mustard Consulting	46.00
5.	Eliud & Associates Management Consultants	60.00

E. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE BIDS

The Table below provide a brief summary of the relative strengths and weaknesses of the five bids.

No	Firm Name	Remarks
1.	Promin Consultant Limited	<p>The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided met the evaluation criteria set.</p> <p>However the firm did not provide sample strategy maps previously developed. In addition, their workplan did not show how they will institutionalize monitoring and evaluation of the plan once completed.</p>
2.	Envag Associates	The firm provided an average understanding of the TORS.

		(K) Ltd	<p>However, the following observations were made:-</p> <ul style="list-style-type: none"> • Only 3 recommendation letters (for strategy plans developed in the past 5 years) were provided • Evidence of positive impacts of KPIs previously developed were not provided • Strategy maps for previously clients were not showcased
	3.	Acal Consulting Limited	<p>The firm demonstrated an average understanding of the TORS. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Team leader has no certificate of KIM or equivalent • The firm did not appoint the Stakeholder engagement, business analysis and balanced scorecard leads • M&E lead has no requisite certification
	4.	Mustard Consulting	<p>The firm demonstrated an average understanding of the TORS. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity

Kenya Reinsurance Corporation MEMORANDUM.

			<p>and competence in reinsurance financial analysis and modeling to support the planning process</p> <ul style="list-style-type: none"> • Balanced scorecard lead not provided • Stakeholder engagement lead has no requisite qualifications • Proposed workplan is not plausible on gap analysis and development of smart goals
		<p>5. Eliud & Associates Management Consultants</p>	<p>The firm generally understood the TORs.</p> <ul style="list-style-type: none"> • However the firm did not provide sample strategy maps previously developed. In addition, their workplan did not show how they will institutionalize monitoring and evaluation of the plan once completed, Balanced scorecard lead not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Lead consultant has only a bachelor's degree

F. RECOMMENDATION

The Committee therefore recommends that **Promin Consultant Limited** and **Eliud & Associates Management Consultants** to proceed for financial evaluations as they have passed the threshold mark of **60 points** as set out in clause 6.1 of the technical evaluation.

However the supply chain department noted that the tender had



		surpassed the recommended evaluation period of twenty one days (21) as per section 126 (3) of the PPADA on evaluation of consultancy services which states: <i>The evaluation shall be carried out within a maximum period of twenty –one days, but shorter periods may be prescribed in the Regulations for particular types of procurement.</i>
3	PPAD ACT 2015 Termination or cancellation of procurement and asset disposal proceedings.	Section 63 (1) on termination of procurement proceedings state that an accounting officer of a procuring entity, may, at any time, prior to notification of tender award, terminate or cancel procurement or asset disposal proceedings without entering into a contract where any of the following applies — <ul style="list-style-type: none"> a) the subject procurement have been overtaken by — <ul style="list-style-type: none"> (i) operation of law; or (ii) Substantial technological change. b) inadequate budgetary provision; c) no tender was received; d) there is evidence that prices of the bids are above market prices; e) material governance issues have been detected; f) all evaluated tenders are non-responsive; g) force majeure; h) civil commotion, hostilities or an act of war; or i) upon receiving subsequent evidence of engagement in fraudulent or corrupt practices by the tenderer.
4	PROCUREMENT PLAN BUDGET	This is in procurement plan 2019 under:- consultancy for developing the 2019 business plan and monitoring framework kshs 12,731,000.00



Kenya Reinsurance Corporation MEMORANDUM.

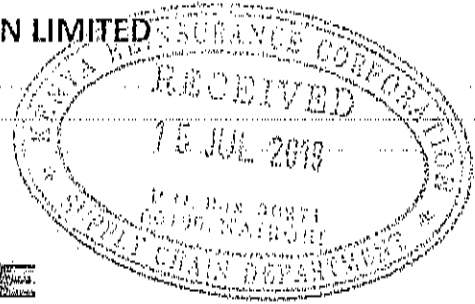
5	PROFFESIONAL OPNINON	Termination of this tender process is in line with the PPDA 2015 section 63 (1) (a) that states one of the reason for termination of tender proceeding is when:- (a) the subject procurement have been overtaken by – i. operation of law;
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You are kindly requested to approve termination of the tender for the consultancy services on business planning and strategy development for Kenya Reinsurance Corporation limited.

GLADYCE L. MUSYOKI



KENYA REINSURANCE CORPORATION LIMITED



**REPORT ON TECHNICAL PROPOSALS EVALUATION FOR PROVISION OF CONSULTANCY
SERVICES ON BUSINESS PLANNING & STRATEGY DEVELOPMENT FOR KENYA
REINSURANCE CORPORATION LIMITED**

TENDER NO: KRC/2019/156

*Alfred
Team lead the
the proposal for
related items
as requested
days
by law.
22/7/19*

DATED: 12TH JULY 2019

A. TENDER EVALUTION TEAM

The following team was appointed to evaluate tender for KRC/2019/156 by the Managing Director on 27th June 2019.

- i. Judy Njuguna, Records (Team Leader)
- ii. Martin Mati, Research & Development
- iii. Philip Sanda - Actuarial

B. TENDER OPENING RESULTS

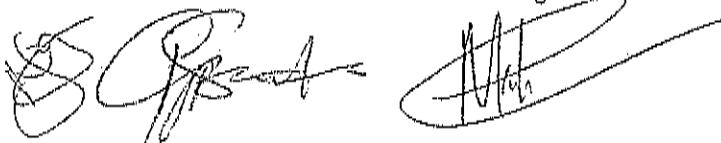
The above tender was opened on 26th June 2019 and the following firms bid to provide Creative Digital Consultancy to the Corporation:

1. Global Training Institute
2. Promin Consultant Ltd
3. Envag Associates (K) Ltd
4. Acal Consulting Limited
5. Multiples Advisory Ltd
6. Stan Consulting Group Ltd
7. Mustard Consulting
8. Horizon Business Solutions
9. Artemis Transition Partners
10. Envision Strategy Solutions
11. University of Nairobi Enterprises Services (UNES)
12. Eliud & Associates Management Consultants

C. TECHNICAL EVALUATION

The firms were to provide the following as **MANDATORY**:

1. Certificate of registration/incorporation
2. Valid and current tax compliance certificate
3. Valid trading license
4. CR12
5. Firm's membership certificate to a professional management body with national/international recognition



6. Bid bond of Kshs. 110,000

7. Firm's audited financial statements for the recent 2 years

The below firms were **DISQUALIFIED** for lack of meeting some of the **Mandatory Requirements**:

No	FIRM	REASON FOR DISQUALIFICATION
1.	Global Training Institute	<ul style="list-style-type: none">• The firm did not provide copy of membership certificate to a professional management body with national or international reputation• The firm's audited financial results were not signed by the auditor
2.	Multiples Advisory Services	<ul style="list-style-type: none">• The firm did not provide copy of membership certificate to a professional management body with national or international reputation• The firm's audited financial results were not signed by the auditor
3.	Stan Consulting Group Limited	<ul style="list-style-type: none">• The firm's 2017 audited results were not signed• The auditor's opinion was addressed to "Bantech limited" and it was of the opinion of the committee that the mismatch potentially implied that the auditor's opinion was not meant for the bidder
4.	Horizon Business Solutions	<ul style="list-style-type: none">• The firm did not attach their audited financial statements for the last 2 years
5.	Artemis Transition Partners	<ul style="list-style-type: none">• The firm did not provide copy of membership certificate to a professional management body with national or international reputation• The firm did not attach audited financial statements for the last 2 years, instead they attached unsigned statement of income for the period 2016-2018
6.	Envision Strategy Solutions	<ul style="list-style-type: none">• The firm did not provide copy of membership certificate to a professional management body

No	FIRM	REASON FOR DISQUALIFICATION
		with national or international reputation
7.	University of Nairobi Enterprises Services (UNES)	• The firm did not provide copy of membership certificate to a professional management body with national or international reputation

We have attached a Table "Annex A" which provide detailed report on the documents provided by each bidder and those which were not provided or were materially not admissible.

D. RESULTS

The other 5 firms (*Promin Consultant Limited, Envag Associates (K) Ltd, Acal Consulting Limited, Mustard Consulting and Eliud & Associates Management Consultants*) proceeded for Technical Evaluation and the results are as follows as per the attached individual and combined score sheets:

No	FIRM	TECHNICAL SCORE
1.	Promin Consultant Limited	72.33
2.	Envag Associates (K) Ltd	53.00
3.	Acal Consulting Limited	51.67
4.	Mustard Consulting	46.00
5.	Eliud & Associates Management Consultants	60.00

E. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE BIDS

The Table below provide a brief summary of the relative strengths and weaknesses of the five bids.

No.	Firm Name	Remarks
1.	Promin Consultant Limited	<p>The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided met the evaluation criteria set.</p> <p>However the firm did not provide sample strategy maps previously developed. In addition, their workplan did not show how they will institutionalize monitoring and evaluation of the plan once completed.</p>
2.	Envag Associates (K) Ltd	<p>The firm provided an average understanding of the TORs.</p> <p>However, the following observations were made:-</p> <ul style="list-style-type: none"> • Only 3 recommendation letters (for strategy plans developed in the past 5 years) were provided • Evidence of positive impacts of KPIs previously developed were not provided • Strategy maps for previously clients were not showcased
3.	Acal Consulting Limited	<p>The firm demonstrated an average understanding of the TORs. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Team leader has no certificate of KIM or equivalent • The firm did not appoint the Stakeholder engagement, business analysis and balanced scorecard leads • M&E lead has no requisite certification
4.	Mustard Consulting	<p>The firm demonstrated an average understanding of the TORs. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity and competence in

No.	Firm Name	Remarks
		<p>reinsurance financial analysis and modeling to support the planning process</p> <ul style="list-style-type: none"> • Balanced scorecard lead not provided • Stakeholder engagement lead has no requisite qualifications • Proposed workplan is not plausible on gap analysis and development of smart goals
5.	Eliud & Associates Management Consultants	<p>The firm generally understood the TORs.</p> <ul style="list-style-type: none"> • However the firm did not provide sample strategy maps previously developed. In addition, their workplan did not show how they will institutionalize monitoring and evaluation of the plan once completed, Balanced scorecard lead not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Lead consultant has only a bachelor's degree

F. RECOMMENDATION

The Committee therefore recommends that **Promin Consultant Limited** and **Eliud & Associates Management Consultants** to proceed for financial evaluations as they have passed the threshold mark of **60 points** as set out in clause 6.1 of the technical evaluation.

Team Members

1. **Judy Njuguna**
2. **Philip Sanda**
3. **Martin Mati**

Signature

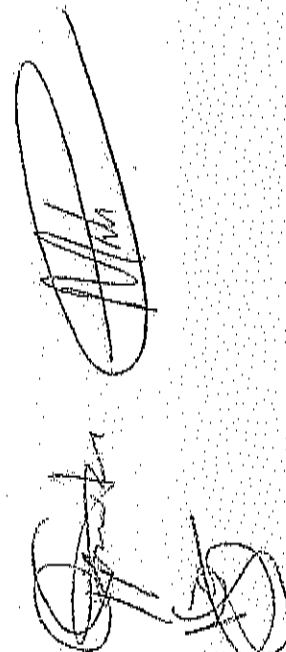
The signature block contains three handwritten signatures. The top signature is the most prominent, followed by a second signature below it, and a third signature at the bottom. The signatures are written in dark ink and are somewhat stylized.

ANNEX A: DETAILED ANALYSIS OF THE MANDATORY REQUIREMENTS FOR EACH BIDDER

Mandatory Requirement	Yes Document Provided										No Document Provided									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Certificate of Registration/Incorporation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Valid and current Tax compliance certificate	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Valid Trading license	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
CR 12	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Firm's Membership to a professional management body with national/international recognition	Not provided	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Bid bond Ksh 1,000,000	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Firm's audited financial statements for the recent 2 years	Required	Audited results not signed by the auditor	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Required	2017 audited results not signed The auditors opinion is addressed to "Bantech Limited" and not to the bidder	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Required	Bidder attached "statement of income" , not signed. Audited results not attached	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	

Key:

1. Global Training Institute
2. Promin Consultant Ltd
3. Envag Associates (K) Ltd
4. Acal Consulting Limited
5. Multiples Advisory Ltd
6. Stan Consulting Group Ltd
7. Mustard Consulting
8. Horizon Business Solutions
9. Artemis Transition Partners
10. Envision Strategy Solutions
11. University of Nairobi Enterprises Services (UNES)
12. Eliud & Associates Management Consultants

The image shows three handwritten signatures in black ink. The top signature is a large, stylized cursive signature. Below it are two smaller, more compact signatures, also in cursive.

ANNEX B: DETAILED TECHNICAL INDIVIDUAL EVALUATOR'S SCORES & AVERAGE SCORES

TECHNICAL EVALUATION	Public Consultant TOR			Tenders Received			Shortlisted			Selected			Awarded			Completed			Disputed/Cancelled		
	Mark	10	8	10	8	6	10	8	6	10	8	6	10	8	6	10	8	6	10	8	6
GENERAL REQUIREMENTS																					
Firm should have at least 10 years' experience in Strategy and business planning (10years-5marks, 6years-4marks, 6years-3marks, 4years-2 marks & 2 years- 1 mark. Less than 2 years-0)	5	5	3	5	4	3	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3
Organization structure showing clearly where this assignment fit in the organogram	2	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Firm membership to Kenya Institute of Management or similar professional body (attach certificate)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Sub-total	10	10	8	10	9.33	7	6	7	6.67	10	8	9	9.00	8	6	8	7.33	8	8	8	8.00
EXPERIENCE AND QUALIFICATION OF THE FIRM																					
Recommendation letters of at least 5 Clients served in the last 5 years in undertaking strategic plans -3 marks for each	15	15	1	1	15.0	9	6	6	7.00	1	12	12	12.0	6	6	6	6.00	15	15	15	15.0
Demonstrate experience in the development of a strategy plan/business plan for institution/organizations with international reputation or in public sector	2	2	2	2	2.00	2	1	1	1.33	2	2	2	2.00	2	2	2	2.00	2	2	2	2.00
Evidence of positive impacts in key performance indicators developed from a strategic plan in the last three 3 years for at least 3 organizations- 1 mark each	3	3	3	2	2.67	2	0	0	0.67	0	0	0	0.00	0	0	0	0.00	0	0	0	0.00
Sub-total	20	20	20	19	19.67	13	7	7	9.00	14	14	14	14.00	8	8	8	8.00	17	17	17	17.00
QUALITY OF DELIVERABLES																					
Demonstrate understanding of the TORs by illustrating how the following will be carried out (stakeholder engagement, situational analysis, development of the business/strategic plan, development of M&E framework and Corporate Scorecard)-2 marks for each	5	5	3	4	4.00	5	5	4	4.67	5	5	4	4.67	3	3	3	3.00	5	5	5	5.00
Demonstrate prior experience in stakeholder engagement in public service or institutions with international reputation	1	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00
Demonstrate experience in situational analysis and triangulation of multiple sources of data and information to inform decision making	2	2	2	2	2.00	2	2	2	2.00	2	2	2	2.00	2	2	2	2.00	2	2	2	2.00
Demonstrate capability to manage high level strategy workshops with key focus on articulating the key strategy deliverables whilst ensuring cohesion	2	2	2	2	2.00	1	1	0	0.67	2	2	2	2.00	2	1	1	1.33	2	2	2	2.00

1 JN -Judy Njuguna
 2 PS - Philip Sanda
 3 MM -Martin Mati

* Average scores for the evaluators

Qualification	Minimum Grade		Minimum Grade		Minimum Grade		Minimum Grade		Minimum Grade		Minimum Grade		Minimum Grade		Minimum Grade		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
between staff, management and the board																	
Demonstrate the understanding of the Medium Term Plan III, Vision 2030, Big Four Agenda and other GOK strategic documents and showcase the available opportunities for Kenya Re to exploit in its strategic focus	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demonstrate capacity to develop business plans for the Group and subsidiaries (2 operational) and one crossed in 2020	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demonstrate capability and competence in reinsurance financial analysis and modelling to support the planning process	2	1	0	1	0.67	1	0	0	0.33	0	0	0	0	0	0	0	0
Demonstrate resource capacity (both human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Showcase strategy maps developed for 2 reputable firms in the last 5 years -1 mark for each	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total	20	17	14	16	15.67	15	13	11	13.00	16	15	14	15.00	12	11	11.33	16
EXPERIENCE IN QUALIFICATION OF APPLICANTS/EMPLOYEES/STAFF																	
A. LEAD CONSULTANT																	
Minimum of a master's degree in strategy management or Business Administration with a bias in Strategic Planning with 5 year post graduation experience (attach copies of the certificates)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
At least ten years continuous working experience in strategic planning, business planning, monitoring and evaluation of strategic planning	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Prior working experience in development of strategy formulation or business planning in insurance/reinsurance business or in public sector	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Team leader must be a member of the Kenya Institute of management or any other internationally recognized management body (attach copies of the certificates)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Sub-total	10	10	10	10	10.00	7	10	7	8.00	7	7	7	7.00	9	9	9.00	8
B. STAKEHOLDER ENGAGEMENT LEAD																	
Master's degree in Strategy management or Business Administration with a bias in Strategic Planning with 3 year post graduation experience - attach copy of certificates	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
General professional experience: At least seven years post graduate experience in stakeholder engagement for strategy formulation and business planning using mixed methods	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Specific professional experience: demonstrated cases of stakeholder engagements using different stakeholder engagement methods including the ability to synthesize data to inform strategy.	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sub-total	5	5	5	5	5.00	4	4	4	4.00	0	0	0	0.00	3	3	3.00	2
C. BUSINESS ANALYSIS LEAD																	
A master's degree economics, statistics, business administration or related	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

TECHNICAL EVALUATION	Project constraints		SWOT analysis		Risk assessment		Stakeholder engagement		Financial viability		Operational feasibility		Environmental sustainability		Social inclusivity		Overall score		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
field with relevant experience in business analysis (attach copies of the certificates)																			
Minimum of five years of experience in an analytical, financial, consulting or business development role with clear understanding of the competitive landscape and current trends in the reinsurance industry.	2	2	1	1.67	2	2	1	1.67	0	0	0	0.00	2	2	2	2.00	2	2	2.00
Demonstrate expert level use one tool/software for quantitative / financial modelling skills in insurance/reinsurance sector	1	1	1	1.00	1	1	1	1.00	0	0	0	0.00	1	1	1	1.00	1	1	1.00
Sub-total	5	5	4	4.67	5	5	4	4.67	0	0	0	0.00	5	5	5	5.00	5	5	5.00
D. MONITORING & EVALUATION LEAD																			
Qualifications and skills: Bachelor's Degree in economics, statistics, computer science; Monitoring and Evaluation, Information Management, Project Management, Finance - attach copies of academic certificates	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	0	0	0.33	0	0	0.00
General professional experience: Minimum of 5 years' experience in developing Monitoring and Evaluation Frameworks with key focus to strategy and business planning monitoring and evaluation framework	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	0	0	0.00	0	0	0.00	
Certification in monitoring and evaluation of project management e.g. PMP, Prince	1	1	1	1.00	0	0	0	0.00	0	0	0	0.00	0	0	0.00	0	0	0.00	
Sub-total	3	3	3	3.00	2	2	2	2.00	2	2	2	2.00	1	0	0.33	2	2	2.00	
D. BALANCED SCORECARD LEAD																			
At least a Bachelor's degree in Human Resource management or a bachelor's degree in any other field with a post graduate diploma in human resource management with a minimum of 5 years' experience in BSC development in finance and insurance sector	1	1	1	1.00	1	1	1	1.00	0	0	0	0.00	0	0	0.00	0	0	0.00	
Balanced scorecard certification with 3 years post certification experience	1	1	1	1.00	1	1	1	1.00	0	0	0	0.00	0	0	0.00	0	0	0.00	
Sub-total	2	2	2	2.00	2	2	2	2.00	0	0	0	0.00	0	0	0.00	0	0	0.00	
Sub-total (PROPOSED PERSONNEL)	25	25	25	24.67	20	23	19	20.67	9	9	9	9.00	18	17	17.33	17	16	16.33	
Detailed workplan showing all the critical steps for delivery of the assignment within the stipulated timelines	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	1	1.00
1. Inception, clearly setting out the envisaged risks and mitigation plans	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	1	1	1.00
2. Stakeholder engagement and situational analysis	1	1	1	1.00	1	1	1	1.00	1	1	1	1.00	0	0	0.00	1	1	1.00	
3. Gap analysis report	1	0	0	0.00	0	0	0	0.00	1	0	1	0.67	0	0	0.00	0	0	0.00	
4. Development of Smart Goals	1	0	0	0.00	1	1	1	1.00	1	1	1	1.00	0	0	0.00	0	0	0.00	
5. Institutionalizing monitoring and evaluation in the plan implementation	5	3	3	3.00	4	3	4	3.67	5	4	5	4.67	2	2	2.00	3	3	3.00	
Sub total	80	75	70	72.33	59	52	48	53.00	54	50	51	51.67	48	44	46	46.00	61	59	60
Grand total (OUT OF 80)																			

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Please enter your TCC Number in the input box below using the format KRAXXXXXXXXXX e.g. KRA10041212012.

Authenticate TCC	
Tax Compliance Certificate Number	<input type="text"/>
Security Stamp*	157 - 8 ? <input type="text"/>

TCC Checker Result	
Taxpayer's Details	
PIN Number:	P051111642F
TCC Number:	KRAEON1142143419
Name:	ARTEMIS TRANSITION PARTNERS LIMITED
TCC Status:	Approved
Expiry Date:	06/06/2020

In case of any queries please use the following contacts :

- 1. In person : The Commissioner Domestic Taxes Times Tower, 19th Floor,
- 2. Address : P.O. Box 30165 - 00100 GPO Nairobi
- 3. Phone : + 254 (0)20 310 900
- 4. Fax : + 254 (0)20 25 35 32.
- 5. E-Mail : callcentre@kra.go.ke



Times Tower, Holic Gelassie Avenue,
P.O.Box 40240 - 00100 GPO Nairobi Tel: 020-310300, 020-281000 Fax: 341342

Call Center details Tel:020-4999999,020-4998000,Call0711-099999 Email:callcentre@kra.go.ke
Site best viewed in 1024 X 768 resolution with IE 7,0 and above. Site is designed, developed and managed by TATA. 02011

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Please enter your TCC Number in the input box below using the format KRAXXXXXXXXXX e.g. KRA10041212012.

Authenticate TCC	
Tax Compliance Certificate Number	<input type="text" value="KRANON1138199119"/>
Security Stamp	<input type="text" value="15 +57"/>



TCC Checker Result	
Taxpayer's Details	
PIN Number:	P0513845976
TCC Number:	KRAWON2295882018
Name:	Envag Associates (k) Limited
TCC Status:	Approved
Expiry Date:	02/08/2019

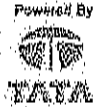
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- 1. In person : The Commissioner Domestic Taxes Times Tower, 18th Floor.
- 2. Address : P.O. Box 30165 - 00100 GPO Nairobi
- 3. Phone : + 254 (0)20 310 900
- 4. Fax : + 254 (0)20 25 35 32
- 5. E-Mail : callcentre@kra.go.ke



Times Tower, Haile Selassie Avenue,
P.O.Box 48240 - 00100 GPO Nairobi Tel: 020-310300, 020-281000 Fax:341342

Call Center details Tel:020-4999999,020-4998000 Cell:0711-099999 Email: callcentre@kra.go.ke
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Please enter your TCC Number in the input box below using the format KRAXXXXXXXXXX e.g. KRA10041212012.

Authenticate TCC:	
Tax Compliance Certificate Number	<input type="text"/>
Security Stamp*	79: - R ? <input type="text"/>



TCC Checker Result	
Taxpayer's Details	
PIN Number:	P051192829X
TCC Number:	KRAWON2021472018
Name:	Envision Strategy Solutions Limited
TCC Status:	Expired
Expiry Date:	12/07/2019

Revenue Authority

<https://itax.kra.go.ke/KRA-Portal/complianceMonitoring.htm?actionCode=validateTCC>

In case of any queries please use the following contacts :

- | | |
|----------------|----------------------------------------------------------|
| 1. In person : | The Commissioner Domestic Taxes Times Tower, 19th Floor. |
| 2. Address : | P.O. Box 30165 - 00100 GPO Nairobi |
| 3. Phone : | +254 (0)20 310 900 |
| 4. Fax : | +254 (0)20 25 35 32 |
| 5. E-Mail : | callcentre@kra.go.ke |



Times Tower, Hiale Selassie Avenue,
P.O.Box 48240 - 00100 GPO Nairobi Tel: 020-310300, 020-281000 Fax: 341342

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Please enter your TCC Number in the input box below using the format KRAXXXXXXXXXX e.g. KRA10041212012.

Authenticate TCC	
Tax Compliance Certificate Number	<input type="text"/>
Security Stamp*	27 - 27 <input type="text"/>

TCC Checker Result	
Taxpayer's Details	
PIN Number:	P051421349T
TCC Number:	KRAWON2130242018
Name:	HORIZON BUSINESS SOLUTIONS LIMITED
TCC Status:	Approved
Expiry Date:	18/07/2019

In case of any queries please use the following contacts :

1. In person :	The Commissioner Domestic Taxes Times Tower, 19th Floor,
2. Address :	P.O. Box 30165 - 00100 GPO Nairobi
3. Phone :	+254 (0)20 310 900
4. Fax :	+254 (0)20 25 35 32
5. E-Mail :	callcentre@kra.go.ke



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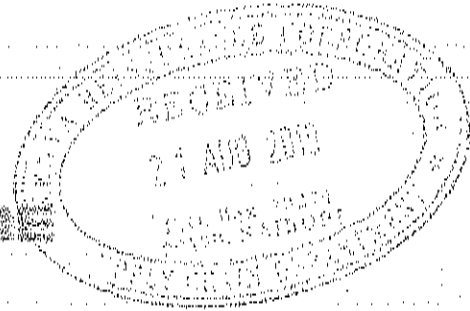
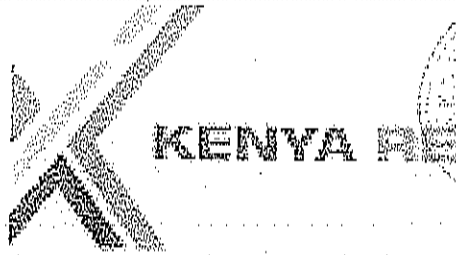
The Tax Compliance Certificate Checker allows you to confirm the validity of a Tax Compliance Certificate (TCC). By entering a genuine TCC Number, the system will generate and display the PIN, Name of the Holder and the TCC status.

Please enter your TCC Number in the input box below using the format KRAXXXXXXXXXX e.g. KRA10041212012.

Authenticate TCC	
Tax Compliance Certificate Number	<input type="text"/>
Security Stamp*	150 +10 ? <input type="text"/>

TCC Checker Result	
Taxpayer's Details:	
PIN Number:	P051749664E
TCC Number:	KRANON1130043119
Name:	MULTIPLES ADVISORY LIMITED
TCC Status:	Approved
Expiry Date:	13/03/2020

KENYA REINSURANCE CORPORATION LIMITED



*As per
Invoice for
from the
for
21/8/19*

REPORT ON TECHNICAL PROPOSALS EVALUATION FOR PROVISION OF CONSULTANCY
SERVICES ON BUSINESS PLANNING & STRATEGY DEVELOPMENT FOR KENYA
REINSURANCE CORPORATION LIMITED

TENDER NO: KRC/2019/236

DATED: 21ST AUGUST 2019

[Handwritten signatures]

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A. TENDER EVALUTION TEAM

The following managers were appointed to evaluate tender for KRC/2019/236 by the Managing Director on 13th July 2019.

- i) Sally Waigumo Manager HR (Team Leader)
- ii) Martin Mati, Manager Research & Development, Member
- iii) Philip Sanda Manager Actuarial, Member

B. TENDER OPENING RESULTS

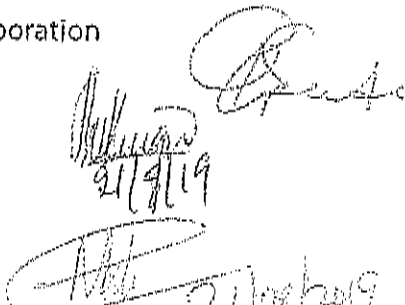
The above tender was opened on 6th August 2019 and the following firms bid to provide consultancy services on business planning & strategy development to the Corporation:-

- 1. PKF Consulting Limited
- 2. Horrizon Business Solutions Limited
- 3. Mustard Consulting Limited
- 4. Deloitte
- 5. Envision Strategy Solutions Limited
- 6. Development Impact Consulting Limited
- 7. Promin Consultants Limited
- 8. Sigmund Peak International Ltd
- 9. Stan Consulting Group Ltd
- 10. Multiples Advisory Limited

C. TECHNICAL EVALUATION

The firms were to provide the following as MANDATORY:-

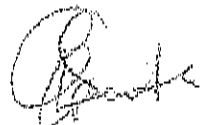
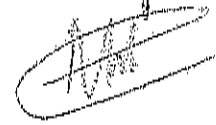
- 1. Certificate of registration/incorporation


Sally Waigumo
21/9/19
Philip Sanda
27/10/2019

2. Valid and current tax compliance certificate
3. Valid trading license
4. CR12
5. Firm's membership certificate to a professional management body with national/international recognition
6. Bid bond of Kshs. 110,000
7. Firm's audited financial statements for the recent 2 years

The below firms were **DISQUALIFIED** for lack of meeting some of the **Mandatory Requirements**:

No	FIRM	REASON FOR DISQUALIFICATION
1.	Horizon Business Solutions Limited	<ul style="list-style-type: none"> • The firm's tax compliance certificate from TCC checker expired on 18th July 2019. The TCC attached by the bidder was purportedly meant to expire on 13th August 2019.
2.	Envision Strategy Solutions Limited	<ul style="list-style-type: none"> • The firm did not attach a copy of the certificate of incorporation, they attached a certificate of change of name instead. • The firm did not provide copy of membership certificate to a professional management body with national or international reputation.
3.	Development Impact Consulting Ltd	<ul style="list-style-type: none"> • The firm attached an extract of the director's shares from the memorandum of association instead of attaching CR12.
4.	Sigmund Peak International Ltd	<ul style="list-style-type: none"> • The Tax Compliance certificate provided by the firm vide reference No. KRAEON1301572018 expired on 5th June 2019.
5.	Multiples Advisory Limited	<ul style="list-style-type: none"> • The firm did not provide copy of membership certificate to a professional management body with national or international reputation.

21/6/19

We have attached a Table "Annex A" which provide detailed report on the documents provided by each bidder and those which were not provided or were materially not admissible.

D. RESULTS

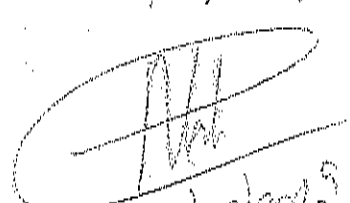
The other 5 firms (*PKF Consulting Limited, Mustard Consulting Limited, Deloitte, Promin Consultants Limited and Stan Consulting Group Ltd*) proceeded for Technical Evaluation and the results are as follows as per the attached individual and combined score sheets:

No	FIRM	TECHNICAL SCORE	RANKING
1.	Promin Consultants Limited	74.00	1
2.	Deloitte	70.33	2
3.	Stan Consulting Group Ltd	58.00	3
4.	PKF Consulting Limited	53.00	4
5.	Mustard Consulting Limited	46.67	5

The computed average score for **Promin Consultants Limited** stood at **74.00**, **Deloitte** stood at **70.33** while the average score for **Stan Consulting Group Ltd** stood at **58.00** out of the total score of 80 under technical evaluation. PKF Consulting Limited and Mustard Consulting Limited did not attain the minimum technical score of 56 (as per clause 6.1 of the TORs) and hence the firms should be dropped from proceeding to financial bids evaluation.


21/11/17


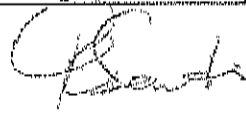



21/11/17

E. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE BIDS

The Table below provide a brief summary of the relative strengths and weaknesses of the five bids.

No.	Firm Name	Remarks
1.	PKF Consulting Limited	<p>The firm demonstrated an average understanding of the TORS. However, the following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Firm did not demonstrate resource capacity (human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation. • Strategy maps for previous clients were not showcased as requested • Team Leader did state nor attach proof of membership of the Kenya Institute of Management or any other internationally recognized management body
2.	Mustard Consulting Limited	<p>The firm demonstrated below average understanding of the TORS. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Consultant did not demonstrate understanding of the key Government strategic and planning documents including Medium Term III, Vision 2030 and Big Four Agenda. They did not either make any reference to any • Stakeholder engagement lead has no requisite experience • Monitoring and Evaluation lead and Balanced Scorecard Lead did not have required professional certifications • Proposed workplan is not plausible on gap analysis and development of smart goals



 Page 6 of 13

3.	Deloitte	<ul style="list-style-type: none"> • The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set • However, the following evidences were not provided;- <ul style="list-style-type: none"> (a) One of the reference letters (New Kenya Co-operative Creameries Ltd) was for 2012, a period exceeding the TORs requires for references letters for the past 5 years assignments (b) Evidence on positive impacts of KPIs previously developed was not provided (c) Strategy maps for previous clients were not showcased as requested (d) Lead consultant did not attach copy of membership certificate to Institute of Business Advisors Southern Africa (only stated that he is a member)
4.	Promin Consultants Limited	<p>The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set.</p> <p>However the firm did not did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process.</p>
5.	Stan Consulting Group Ltd	<p>The firm provided an average understanding of the TORs. However, the following observations were made;-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed were not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Firm did not demonstrate resource capacity (human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation. • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity to develop plans for the Group and subsidiaries (2 operational) and one proposed in 2020.

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21/12/19

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F. RECOMMENDATION

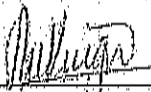
The Committee therefore recommends that **Deloitte, Promin Consultants Limited** and **Stan Consulting Group Limited** to proceed for financial evaluations as they have passed the threshold marks of **56 marks** as set out in Clause 6.1 of the technical evaluation.

Team Members

Signature


Date

1. **Sally Waigumo**



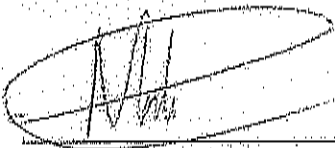
21/8/2019

2. **Philip Sanda**



21/8/2019

3. **Martin Mati**



21/08/2019

ANNEX A: DETAILED ANALYSIS OF THE MANDATORY REQUIREMENTS FOR EACH BIDDER

S/NO	Mandatory Requirements	1	2	3	4	5	6	7	8	9	10
1	Certificate of Registration/Incorporation	Required	Yes	Yes	Yes	Not attached	Yes	Yes	Yes	Yes	Yes
2	Valid and current Tax compliance certificate	Required	Yes	TCC expired on 18th July 2019, a period before the closing date of the tender	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Valid Trading license	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	CR 12	Required	Yes	Yes	Yes	Yes	Attached an extract on director's shares from the memorandum of association	Yes	Yes	Yes	Yes
5	Firm's Membership to a professional management body with national/international recognition	Required	Yes	Yes	Yes	Yes	Yes	Not attached	Yes	Not attached	Not attached
6	Bid bond KSh 110,000	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	Firm's audited financial statements for the recent 2 years	Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Notes:




Key:

1. PKF Consulting Limited
2. Horizon Business Solutions Limited
3. Mustard Consulting Limited
4. Deloitte
5. Envision Strategy Solutions Limited
6. Development Impact Consulting Limited
7. Promin Consultants Limited
8. Sigmund Peak International Ltd
9. Sean Consulting Group Ltd
10. Multiples Advisory Limited

[Handwritten signatures and dates]
 2/1/2020

ANNEX B: DETAILED TECHNICAL EVALUATOR'S SCORES & AVERAGE SCORES

TECHNICAL EVALUATIONS	This consultancy limited		Mwambi Consulting Limited		Debitto		Promita Consulting Limited		Starconsulting Limited	
	Max. Score	Score	Max. Score	Score	Max. Score	Score	Max. Score	Score	Max. Score	Score
GENERAL DESCRIPTION OF FIRM										
Firm should have at least 10 years' experience in Strategy and business planning (10years-5marks, 8years-4marks, 6years-3marks, 4years-2 marks & 2 years- 1 mark, Less than 2 years-0).	5	5	5	3	5	5	5	5	5	3
Organization structure showing clearly where this assignment fit in the organogram	2	1	1	1	2	2	2	2	2	1
Firm membership to Kenya Institute of Management or similar professional body (attach certificate)	3	3	3	3	3	3	3	3	3	3
Sub-total	10	9	9	7	10	10	10	10	10	7
EXPERIENCE IN IMPLEMENTATION OF THE TORs										
Recommendation letters of at least 5 clients served in the last 5 years in undertaking strategic plans - 3 marks for each	15	6	6	6	12	12	12	15	15	15
Demonstrate experience in the development of a strategy plan/business plan for institutions/organizations with international reputation of in public sector	2	2	2	2	2	2	2	2	2	2
Evidence of positive impacts in key performance indicators developed from a strategic plan in the last three 3 years for at least 3 organizations: 1 mark each	3	0	0	0	1	0	0	3	3	0
Sub-total	20	8	8	8	15	14	14	20	20	17
UNDERSTANDING OF THE TORs										
Demonstrate understanding of the TORs by illustrating how the following will be carried out (stakeholder engagement, situational analysis, development of the business/strategic plan, development of M&E framework and Corporate Scorecard) 2 marks for each	5	5	5	4	5	5	5	5	5	5
Demonstrate prior experience in stakeholder engagement in public service or institutions with international reputation	1	1	1	1	1	1	1	1	1	1
Sub-total	6	6	6	5	6	6	6	6	6	6
Overall Score										
Sub-total	41	38	38	36	41	41	41	41	41	36
Average Score										
Sub-total	17.00	15.83	15.83	15.00	17.00	17.00	17.00	17.00	17.00	15.00

 21/08/2019



- 1 SW -Sally Waigumo
- 2 PS -Philip Sands
- 3 MM -Martin Miti

Learning Objectives	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10		Year 11		Year 12		
	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	
Demonstrate experience in situational analysis and triangulation of multiple sources of data and information to inform decision making.	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demonstrate capability to manage high level strategy workshops with key focus on articulating the key strategy deliverables whilst ensuring cohesion between staff, management and the board	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demonstrate the understanding of the Medium Term Plan III, Vision 2030, Big Four Agenda and other GoK strategic documents and showcase the available opportunities for Kenya to exploit in its strategic focus	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demonstrate capacity to develop business plans for the Group and subsidiaries (2 operational) and one proposed in 2020	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Demonstrate capability and competence in reinsurance financial analysis and modelling to support the planning process	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Demonstrate resource capacity (both human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation.	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Showcase strategy maps developed for 2 reputable firms in the last 5 years - 1 mark for each	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sub-total	20	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
Minimum of a master's degree in strategy management or Business Administration with a bias in Strategic Planning with 5 year post graduation experience (attach copies of the certificates)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
At least ten years continuous working experience in strategic planning, business planning, monitoring and evaluation of strategic planning	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Prior working experience in development of strategy formulation or business planning in insurance/reinsurance business or in public sector	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Team leader must be a member of the Kenya Institute of management or any other internationally recognized management body (attach copies of the certificates)	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-total	10	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Master's degree in strategy management or Business Administration with a bias in Strategic Planning with 3 year	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

21/02/2019
 C. Bant
 William
 14/11/19
 S. N. N. N. N.

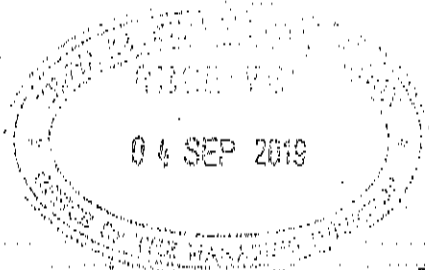
Qualifications and Skills	Professional Skills			Technical Skills			Business Skills			Communication Skills			Teamwork Skills			Leadership Skills			Problem Solving Skills			
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	
TECHNICAL QUALIFICATIONS																						
GENERAL PROFESSIONAL SKILLS																						
post-graduate experience - attach copy of certificates																						
General professional experience: At least seven years post graduate experience in stakeholder engagement, for strategy formulation and business planning using mixed methods.	2	1	1	1	1.00	0	0	0	0.00	2	2	2	2	2.00	2	2	2	2	2.00	0	0	0
Specific professional experience: demonstrated cases of stakeholder engagements using different stakeholder engagement methods including the ability to synthesize data to inform strategy.	1	0	0	0	0.00	0	0	0	0.00	1	1	1	1	1.00	1	1	1	1	1.00	1	1	1
Sub-total	5	3	3	3	3.00	2	2	2	2.00	5	5	5	5	5.00	4	4	4	4	4.00	3	3	3
COMMERCIAL SKILLS																						
A master's degree economics, statistics, business administration or related field with relevant experience in business analysis (attach copies of the certificates)	2	1	1	1	1.00	2	2	2	2.00	2	2	2	2	2.00	2	2	2	2	2.00	2	2	2
Minimum of five years of experience in an analytical, financial, consulting or business-development role with clear understanding of the competitive landscape and current trends in the reinsurance industry.	2	2	2	2	2.00	1	1	1	1.00	2	2	2	2	2.00	1	1	1	1	1.00	1	1	1
Demonstrate expert level use one tool/software for quantitative / financial modelling skills in insurance/reinsurance sector	1	0	0	0	0.00	1	1	1	1.00	1	1	1	1	1.00	0	0	0	0	0.00	0	0	0
Sub-total	5	3	3	3	3.00	4	4	4	4.00	5	5	5	5	5.00	3	3	3	3	3.00	3	3	3
MANAGEMENT SKILLS																						
Qualifications and skills: Bachelor's Degree in economics, statistics, computer science, Monitoring and Evaluation, Information Management, Project Management, Finance - attach copies of academic certificates	1	1	1	1	1.00	1	1	1	1.00	1	1	1	1	1.00	1	1	1	1	1.00	1	1	1
General professional experience: Minimum of 5 years' experience in developing Monitoring and Evaluation Frameworks with key focus to strategy and business planning monitoring and evaluation framework	1	1	1	1	1.00	1	1	1	1.00	1	1	1	1	1.00	1	1	1	1	1.00	0	0	0
Certification in monitoring and evaluation or project management e.g. PMP, Prince	1	0	0	0	0.00	0	0	0	0.00	1	1	1	1	1.00	1	1	1	1	1.00	0	0	0
Sub-total	3	2	2	2	2.00	2	2	2	2.00	3	3	3	3	3.00	3	3	3	3	3.00	1	1	1
PERSONAL QUALIFICATIONS																						
At least a Bachelor's degree in Human Resource management or a bachelor's degree in any other field with a post graduate diploma in human resource management with a minimum of 5 years' experience in BSC development in finance and insurance sector	1	1	1	1	1.00	1	1	1	1.00	1	1	1	1	1.00	1	1	1	1	1.00	1	1	1
Advanced certificate certification with 3 years post certification experience	1	1	1	1	1.00	0	0	0	0.00	1	1	1	1	1.00	1	1	1	1	1.00	1	1	1

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Activity	Work Contingency		Work Contingency		Work Contingency		Work Contingency		Work Contingency		Work Contingency		Work Contingency		Work Contingency		Work Contingency	
	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
TECHNICAL EVALUATION																		
GENERAL ASSOCIATION OF FIRM																		
Sub-total	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Sub-total (PROPOSED PERSONNEL)	25	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2. Stakeholder engagement and situational analysis	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3. Gap analysis report	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4. Development of Smart Goals,	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Institutionalizing monitoring and evaluation in the plan implementation	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sub total	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Grand total (OUT OF 80)	80	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53

Handwritten signature
21/08/19

Handwritten signature
21/08/2019



Do current law and signet
13/9/19

Kenya Reinsurance Corporation

MEMORANDUM.

TO : MANAGING DIRECTOR
 FROM : MANAGER SUPPLY CHAIN
 DATE : 2ND SEPTEMBER, 2019
 SUBJECT : STATEMENT OF PROFESSIONAL OPINION FOR CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT FOR KENYA REINSURANCE CORPORATION LTD- KRC/2019/236

Manager of
Approved
13/9/19

NO.	Description	Comments
1	INTRODUCTION	<p>I, Gladyce L. Musyoki the Supply Chain Manager hereby confirm that I am suitably qualified and experienced procurement professional and being a member in good standing of the Kenya Institute of Supplies Management (KISM) and the Head of Procurement Unit.</p> <p>This opinion is issued pursuant to section 47 and 84 of the Public Procurement and Asset Disposal Act, 2015 (the PPADA) and upon assessment of the approved Budget dated 10th January, 2019, the Annual Procurement Plan dated 11th September, 2018.</p>
2	PROCUREMENT PROCESS	<p>The service is required for consultancy services on business planning and strategy development for Kenya Reinsurance Corporation Ltd.</p> <p>The Strategy and Business Development Department being the user of the service initiated the procurement process <i>vide</i> Purchase Requisition dated JUNE, 2019 which incorporated the technical specifications and the delivery schedule.</p> <p>The tender was advertised on 11th June 2019 in My Gov and uploaded on the Corporation's website on the same day with a closing date of 26th June, 2019 This tender was terminated because the evaluation process took longer than stipulated timelines.</p>



The Tender was Re-uploaded on the Corporation's website on 26th July, 2019 and closed on 8th August, 2019. The bids were opened by an opening Committee constituted of Emmanuel Karisa, Geoffrey Kimutai, Racheal Gatune and Dorcas Kiptui and the response was as follows:-

	BIDDERS	REMARKS
1.	PKF Consulting Limited	
✓ 2.	Horrizon Business Solutions Limited	
3.	Mustard Consulting Limited	
4.	Deloitte	
✓ 5.	Envision Strategy Solutions Limited	
✓ 6.	Development Impact Consulting Limited	
7.	Promin Consultants Limited	
✓ 8.	Sigmund Peak International Ltd	
9.	Stan Consulting Group Ltd	
✓ 10.	Multiples Advisory Limited	

A. TENDER EVALUATION TEAM

The following managers were appointed to evaluate tender for **KRC/2019/236** by the Managing Director on **13th July 2019**.

- i) Sally Waigumo Manager HR (**Team Leader**)
- ii) Martin Mati, Manager Research & Development,
- iii) Philip Sanda Manager Actuarial, Member

B. TENDER OPENING RESULTS

The above tender was opened on 8th August 2019 and the following firms bid to provide consultancy services on business planning & strategy development to the Corporation:-

1. PKF Consulting Limited
2. Horizon Business Solutions Limited
3. Mustard Consulting Limited
4. Deloitte
5. Envision Strategy Solutions Limited
6. Development Impact Consulting Limited
7. Promin Consultants Limited
8. Sigmund Peak International Ltd
9. Stan Consulting Group Ltd
10. Multiples Advisory Limited

C. TECHNICAL EVALUATION

The firms were to provide the following as **MANDATORY**:-

1. Certificate of registration/incorporation
2. Valid and current tax compliance certificate
3. Valid trading license
4. CR12
5. Firm's membership certificate to a professional management body with national/international recognition
6. Bid bond of Kshs. 110,000
7. Firm's audited financial statements for the recent 2 years

The below firms were **DISQUALIFIED** for lack of meeting some of the **Mandatory Requirements:**

No	FIRM	REASON FOR DISQUALIFICATION
1.	Horizon Business Solutions Limited	<ul style="list-style-type: none"> The firm's tax compliance certificate from TCC checker expired on 18th July 2019. The TCC attached by the bidder was purportedly meant to expire on 13th August 2019.
2.	Envision Strategy Solutions Limited	<ul style="list-style-type: none"> The firm did not attach a copy of the certificate of incorporation, they attached a certificate of change of name instead. The firm did not provide copy of membership certificate to a professional management body with national or international reputation.
3.	Development Impact Consulting Ltd	<ul style="list-style-type: none"> The firm attached an extract of the director's shares from the memorandum of association instead of attaching CR12.
4.	Sigmund Peak International Ltd	<ul style="list-style-type: none"> The Tax Compliance certificate provided by the firm vide reference No. KRAEON1301572018 expired on 5th June 2019.
5.	Multiples Advisory Limited	<ul style="list-style-type: none"> The firm did not provide copy of membership certificate to a professional management body with national or international reputation.

We have attached a Table "Annex A" which provide detailed report on the documents provided by each bidder and those which were not provided or were materially not admissible.

D. RESULTS

The other 5 firms (*PKF Consulting Limited, Mustard Consulting Limited, Deloitte, Promin Consultants Limited and Stan Consulting Group Ltd*) proceeded for Technical Evaluation and the results are as follows as per the attached individual and combined score sheets:

No	FIRM	TECHNICAL SCORE	RANKING
1.	Promin Consultants Limited	74.00	1
2.	Deloitte	70.33	2
3.	Stan Consulting Group Ltd	58.00	3
4.	PKF Consulting Limited	53.00	4
5.	Mustard Consulting Limited	46.67	5

The computed average score for **Promin Consultants Limited** stood at **74.00**, **Deloitte** stood at **70.33** while the average score for **Stan Consulting Group Ltd** stood at **58.00** out of the total score of 80 under technical evaluation. **PKF Consulting Limited** and **Mustard Consulting Limited** did not attain the minimum technical score of 56

(as per clause 6.1 of the TORs) and hence the firms were dropped from proceeding to financial bids evaluation.

E. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE TECHNICAL BIDS

The Table below provide a brief summary of the relative strengths and weaknesses of the five bids.

No.	Firm Name	Remarks
1.	PKF Consulting Limited	<p>The firm demonstrated an average understanding of the TORs. However, the following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Firm did not demonstrate resource capacity (human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation. • Strategy maps for previous clients were not showcased as requested • Team Leader did state nor attach proof of membership of the Kenya Institute of Management or any other internationally recognized management body
2.	Mustard Consulting Limited	<p>The firm demonstrated below average understanding of the TORs. The following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed was not provided • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity and competence in reinsurance financial

			<p>analysis and modeling to support the planning process</p> <ul style="list-style-type: none"> • Consultant did not demonstrate understanding of the key Government strategic and planning documents including Medium Term III, Vision 2030 and Big Four Agenda. They did not either make any reference to any • Stakeholder engagement lead has no requisite experience • Monitoring and Evaluation lead and Balanced Scorecard Lead did not have required professional certifications • Proposed workplan is not plausible on gap analysis and development of smart goals
		<p>3. Deloitte</p>	<ul style="list-style-type: none"> • The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set • However, the following evidences were not provided;- <ul style="list-style-type: none"> (a) One of the reference letters (New Kenya Co-operative Creameries Ltd) was for 2012, a period exceeding the TORs requires for references letters for the past 5 years assignments (b) Evidence on positive impacts of KPIs previously developed was not provided (c) Strategy maps for previous clients were not showcased as requested (d) Lead consultant did not attach copy of membership certificate to Institute of Business Advisors Southern Africa (only stated that he is a member)



		<p>4.</p>	<p>Promin Consultants Limited</p>	<p>The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set.</p> <p>However the firm did not did not demonstrate capacity and competence in reinsurance financial analysis modeling to support the planning process.</p>
		<p>5.</p>	<p>Stan Consulting Group Ltd</p>	<p>The firm provided an average understanding of the TORs. However, the following observations were made:-</p> <ul style="list-style-type: none"> • Evidence of positive impacts of KPIs previously developed were not provided • Firm did not demonstrate capacity and competence in reinsurance financial analysis and modeling to support the planning process • Firm did not demonstrate resource capacity (human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation. • Strategy maps for previous clients were not showcased as requested • Firm did not demonstrate capacity to develop plans for the Group and subsidiaries (2 operational) and one proposed in 2020.

F. FINANCIAL EVALUATION

The Table below is a summary of the computations of the financial scores which were opened on 22ND August 2019:-

No	Name of the firm	Financial proposal (Kshs.)	Financial Score
1.	Stan Consulting Group Ltd	5,150,400.00	18.70
2.	Promin Consultants Limited	4,814,375	20.00
3.	Deloitte	8,552,677	11.26

G. COMBINED TECHNICAL AND FINANCIAL EVALUATION SUMMARY

The Table below provide a summary of the combined technical and financial scores.

No	Firm Name	Technical Score	Financial Score	Combined Score	Rank
1.	Promin Consultants Limited	74.00	20.00	94.00	1
2.	Deloitte	70.33	11.26	81.59	2
3.	Stan Consulting Group Ltd	58.00	18.70	76.70	3

H. SUMMARY OF RELATIVE STRENGTHS AND WEAKNESS OF THE BIDS (COMBINED SCORES)

The Table below provide a brief summary of the relative strengths and weaknesses of the two bids.

No.	Firm Name	Remarks
1.	Promin Consultants Limited	The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set. The financial bid is competitive owing to the fact that the scope of the exercise include developing business plans for 5 years and a corporate strategy (2022-2026) both for the head office and three subsidiaries namely Cote D' Voire, Zambia and Uganda.
2.	Deloitte	• The firm clearly understood and responded to the TORs. Their methodology is sound and is able to generally achieve the TORs for this assignment. The professional team provided meet the evaluation criteria set. Their financial bid was not competitive.
3.	Stan Consulting Group Ltd	The firm provided an average understanding of the TORS. The financial bid was competitive.

RECOMMENDATION FOR AWARD

The evaluation committee recommends award of the Tender for **provision of consultancy services on business planning & strategy development for Kenya Reinsurance Corporation Limited** as per Terms of Reference to the most competitive bidder **Promin Consultants Limited** at a Total Cost of Kshs **4,814,375.00** (Inclusive of applicable taxes) for year 2020 Business Planning, 2021 Business Planning and 2022-2026 strategy development costs have been provided separately by each bidder.



		<p>BUDGET KSHS----- 12,731,000.00</p> <p>ENCUMBRANCE----- 00.00</p> <p>ACTUAL SPENT----- 00.00</p> <p>FUNDS AVAILABLE----- 12,731,000.00</p> <p>The total sum of Kshs 4,814,375 .00 per year is within business planning & strategy development maintenance budget balance of Kshs. 12,731,000.00</p>
	SUPPLY CHAIN RECOMENDATION	<p>This is to recommend award to M/s. Promin Consultants Limited for the consultancy services on business planning and strategy development for Kenya Reinsurance Corporation Ltd at their total quoted cost of Kshs. 4,814,375 .00 (VAT Inc.)Per year. The contract will run for three years but for the 2nd and 3rd year renewal will be subject to performance.</p>
4	CONCLUSION	<p>In my professional opinion, I consider that the subject procurement has satisfied the constitutional requirements of Article 227(1) and statutory requirements of the Public Procurement and Asset Disposal Act, 2015 and Public Procurement (Preference & Reservations) Regulations, 2011.</p>
5	DISCLAIMER	<p>This professional opinion is furnished to the MD for his purposes alone on the express condition that it will not be relied upon by any other person and does not remove the necessity for the normal due diligence to review the documents assessed and relied upon.</p> <p>This certificate shall be read in conjunction with PPADA and the documents referred to hereinabove and shall not be copied or reproduced except in conjunction with the full evaluation report.</p>

GLADYCE L. MUSYOKI





Kenya Reinsurance Corporation Ltd.

Reinsurance Plaza
P.O.Box 30271-00100
Nairobi, Kenya.
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Telefax (254 20) 2223944, 340486, 340967,
2252106,
Email: kenya@kenyare.co.ke
Website: http://www.kenyare.co.ke

14th October, 2019

Managing Director
Promin Consultants Limited
P.O. Box 53969 - 00200
NAIROBI



*Rose Johnson
to legal*

Dear Sir

**RE: NOTIFICATION OF AWARD -
CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC 2019/236**

Reference is made to our notification of award signed by yourself on 16th September, 2019 awarding you the above contract at Kshs 4,814,375.00 VAT Inclusive per year, 2nd & 3rd year renewal will be subject to performance.

We are therefore correcting the error and awarding as follows Year 1 and 2 Kshs 4,814,375,00 respectively, year 3 Kshs 5,990,000 VAT Inclusive as per your quotation.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer whose particulars appear below on the subject matter of this letter of notification of award.

Yours faithfully,

J. Sigei
JENIFER SIGEI
ASST. SUPPLY CHAIN MANAGER

CC. Managing Director

Accepted *Accepted*

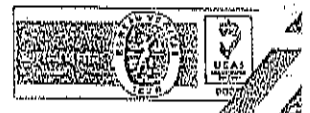
Name and designation *Prof. Njirera* Sign *Njirera*

Date *15th October 2019*



Directors: Chiboli Shakaba (Chairman), Jadhiah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kerwei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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PROMIN CONSULTANTS LIMITED

Strategic Planning, Customer/Employee Satisfaction Surveys, Market Surveys, Education and Human Resource Development, Research, Capacity Building and Management Training

FIRST FLOOR
MPAKA HOUSE
MPAKA ROAD
WESTLANDS

P.O. BOX 53969,
00200 Nairobi
Tel: 254-20-4445824
Mobile: 0715 042 700
Email: prominconsult@gmail.com

14th October 2019

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

Dear Sir,

RE: CORRECTION ON THE LETTER OF AWARD - CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT FOR KENYA REINSURANCE CORPORATION LIMITED (KRC/2019/236)

We refer to your letter of notification of award dated September 16, 2019.

The letter had informed us of being awarded the consultancy services at the quoted price of Kshs. 4,814,375 per year for three (3) years.

However, according to our Financial Proposal the quoted price of 4,814,375 was for Year 1, 4,814,375 for Year 2 while the price for Year 3 was Kshs. 5,990,000. The price differential for Year 3 is because strategy formulation requires more inputs in terms of professional person days and operational expenses.

We look forward to addressing this issue and expeditiously finalizing the Contract.

We remain,

Yours sincerely,

Professor Francis N. Kibera, PhD, CBS
Managing Director

P. O. Box 53969 - 00200, Nairobi

Tel: 0722 513 259/0715 042 700

Email: prominconsult@gmail.com





Kenya Reinsurance Corporation Ltd.

Reinsurance Plaza
P.O Box 30271-00100
Nairobi, Kenya.
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Telefax (254 20) 2223944, 340486, 340967,
2252106,
Email: kenya@kenya.co.ke
Website: http://www.kenya.co.ke



*Rose to legal
for contract
18/9/19*

15th September, 2019

The Managing Director
Promin Consultants Limited
P.O. Box 53969 - 00200
NAIROBI

Dear Sir,

**RE: NOTIFICATION OF AWARD - CONSULTANCY SERVICES ON BUSINESS PLANNING
AND STRATEGY DEVELOPMENT FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

This is to notify you that you have been awarded for consultancy services on business planning and strategy development for Kenya Reinsurance Corporation Ltd at your quoted price of Kshs. 4,614,375.00 VAT inclusive per year. The 2nd and 3rd year renewal will be subject to performance.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer whose particulars appear below on the subject matter of this letter of Notification of award.

Yrs faithfully,

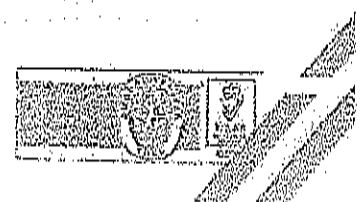
[Signature]
GLADYCEL MUSYONI
SUPPLY CHAIN MANAGER

Accepted Promin Consultants Ltd
Name and designation Prof. F. Kibera Sign. Winera
Date 16th September, 2019



Directors: Chiboli Shaktaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Muryao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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Email:kenyare@kenyare.co.ke
Website: http://www.kenyare.co.ke

14th October, 2019

Managing Director
Promin Consultants Limited
P.O. Box 53969 - 00200
NAIROBI

Dear Sir

**RE: NOTIFICATION OF AWARD –
CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC 2019/236**

Reference is made to our notification of award signed by yourself on 16th September, 2019 awarding you the above contract at Kshs 4,814,375.00 VAT Inclusive per year, 2nd & 3rd year renewal will be subject to performance.

We are therefore correcting the error and awarding as follows Year 1 and 2 Kshs 4,814,375,00 respectively , year 3 Kshs 5,990,000 VAT Inclusive as per your quotation.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer whose particulars appear below on the subject matter of this letter of notification of award.

Yours faithfully,

J. Sigoi
JENIFER SIGEI
ASST. SUPPLY CHAIN MANAGER

CC: Managing Director

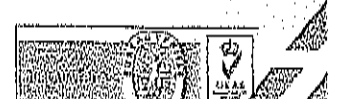
Accepted

Name and designation..... Sign.....

Date.....

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

Managing Director
Deloitte 40092 - 00100
P.O. Box 40092 - 00100
NAIROBI

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm was not the most competitive.

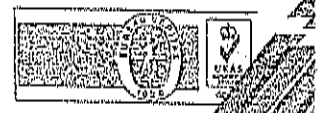
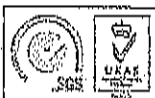
We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,


GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER

Directors: Chiboli Shikaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

Managing Director
Envision Strategy Solutions Ltd
P.O. Box 76172 - 00508
NAIROBI

Dear Sir,

RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm did not attach the following;

1. Copy of the certificate of incorporation, your firm attached a certificate of change of name instead.
2. Your firm did not provide a copy of membership certificate to a professional management body with national or international reputation.

We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,

GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER





Kenya Reinsurance Corporation Ltd.

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2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

Managing Director
Development Impact Consulting Ltd
P.O. Box 16694 - 00620
NAIROBI

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm attached an extra of the directors share from the memorandum of association instead of attaching CRT2.

We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,


GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

Managing Director
Sigmund Peak International Ltd
P.O. Box 28182 - 00100
NAIROBI

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. The Tax compliance certificate provided by your firm vide reference No. KRAEON1301572018 expired on 15th June, 2019

We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,


GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

**Managing Director
Stan Consulting Group Ltd
P.O. Box 10430 - 00200
NAIROBI**

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm was not the most competitive.

We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,

**GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER**

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

Kenya Re is ISO 9001:2015 and ISO 27001:2013 Certified





Kenya Reinsurance Corporation Ltd.

Reinsurance Plaza
P.O Box 30271-00100
Nairobi, Kenya.
Telephone: +(254 020) 220 2000, 0703083000
Telefax (254 20) 2223944, 340486, 340967,
2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

**Managing Director
Multiples Advisory Limited
P.O. Box 66488 - 00100
NAIROBI**

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm did not provide copy of membership certificate to a professional management body with national or international reputation.

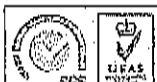
We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,


**GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER**

Directors: Chiboli Shakaba (Chairman), Jadhiah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemel, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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Telefax (254 20) 2223944, 340486, 340967,
2252106,
Email: kenya@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

**Managing Director
PKF Consulting Limited
P.O. Box 14077 - 00800
NAIROBI**

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm was not the most competitive.

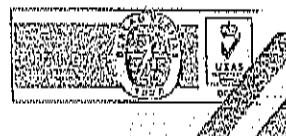
We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

Yours faithfully,

**GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER**

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Muryao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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Telefax (254 20) 2223944, 340486, 340967,
2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

**Managing Director
Horizon Business Solutions
P.O. Box 1947 - 00100
NAIROBI**

Dear Sir,

**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm's tax compliance certificate from TCC checker expired on 18th July 2019. The TCC attached was meant to expire on 13th August, 2019.

We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

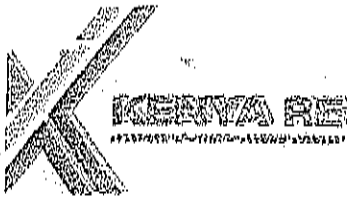
Yours faithfully,

**GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER**

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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Telefax (254 20) 2223944, 340486, 340967,
2252106,
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

13th September, 2019

**Managing Director
Mustard Consulting Limited
P.O. Box 5279 - 00506
NAIROBI**

Dear Sir,


**RE: CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT
FOR KENYA REINSURANCE CORPORATION LTD KRC/2019/236**

Reference is made to the above subject matter.

We wish to inform you that your quotation for the above was unsuccessful. Your firm was not the most competitive.

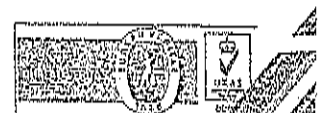
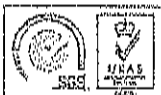
We thank you for showing interest in transacting business with our organization and wish you well in your future endeavors.

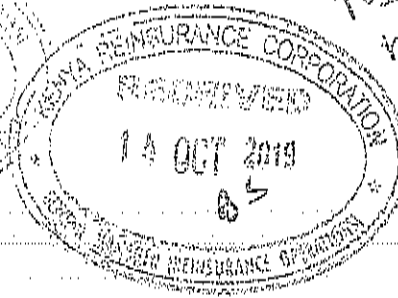
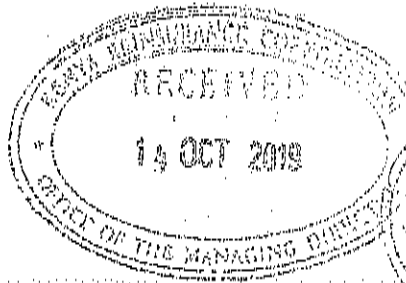
Yours faithfully,


**GLADYCE MUSYOKI
SUPPLY CHAIN MANAGER**

Directors: Chiboli Shakaba (Chairman), Jadhah Mwarania (Managing Director), Ukur Y. Kanacho (Ag. CS Treasury), David Kemei, Felix Okatch, Maina Mukoma, Jennifer Karina, Anthony Munyao, Jasper Mugambi, Thamuda Hassan & Erick Gumbo

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*Now correct -
to be
notification of
corrected -
error on the
notification
issued on
14th Oct 2019*

Kenya Reinsurance Corporation Ltd.

Memorandum

To **MANAGING DIRECTOR**

From **ASST.MANAGER SUPPLY CHAIN**

Date **14TH OCTOBER, 2019**

SUBJECT **CORRECTION OF ERROR-CONSULTANCY SERVICES ON BUSINESS PLANNING AND STRATEGY DEVELOPMENT FOR KENYA RE CORPORATION LTD (KRC/2019/236)**

This is in reference to the above subject matter.

An evaluation for consultancy services on Business planning and strategy development for Kenya Re Corporation Ltd was done and award letter was issued to the most responsive firm M/S Promin consultants ltd. The amount recommended was kshs, 4,814,375.00 VAT inclusive per year for a period of three years.

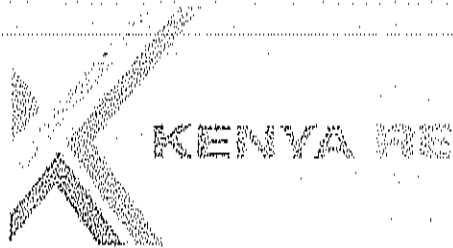
It has been noted from the quotation that the third year, the firm is charging kshs, 5,990,000.00 since it will be formulating strategy for year 2022-2026 as opposed to year 2020 and 2021 when the firm will be doing Business plan only.

This is to seek your approval to correct the error of kshs. 4,814,375.00 for third year to read kshs. 5,990,000.00 as per the quotation

J. Sigee
JENIFFER SIGEI

Manager. Supply chain
Noted & approved.

Banyani
Ag: MD
15/10/19



KENYA REINSURANCE CORPORATION LTD

**TENDER DOCUMENT
FOR**

**PROVISION OF BUSINESS PLANNING SERVICES-
MANDATORY**

TENDER NO. KRC-1926-2022-194

Tender Evaluation Team

The following were appointed by the MD to evaluate RFP No. KRC-1926-2022-194 for PROVISION OF BUSINESS PLANNING SERVICES on 19th September 2022.

- i. George Njuguna - Team Leader
- ii. Samuel Ruugia - Member
- iii. Elizabeth Omondi - Member
- iv. Gladyce Musyoki - Supply Chain Representative

Tender Opening Results

Tenders were opened on the 15th September 2022, and the following firms responded:

No	Firm	Tender Security (130,000.00)
1.	SBO Training.	Credit Bank
2.	CEC East Africa Ltd	Monarch Insurance
3.	Sigmund Peak International	Monarch Insurance
4	University of Nairobi Enterprise LTD	Amaco Assurance LTD
5	Envag Associates LTD	KCB Bank
6	Promin Consultant	Co-operative Bank
7	VAS Consultants Ltd	Monarch Insurance
8	PineHill Consulting	NCBA Bank

Preliminary Evaluation

The requirements of preliminary evaluation are as below.

PART - A PRELIMINARY AND MANDATORY REQUIREMENTS SECTION		
1.	Certificate of Registration/Incorporation	Required

2.	CR 12	Required
3.	Valid and current Tax compliance certificate	Required
4.	Bid security Kenya shillings Ninety Thousand (Kes 130,000.00)	Required
5.	Dully filled, signed, and stamped Certificate of Independent Proposal Determination	Required
6.	Dully filled, signed, and stamped Self Declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 (SD1)	Required
8.	Dully filled, signed, and stamped self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (SD2)	Required
9.	Dully filled, signed, and stamped declaration and commitment to the Code of Ethics	Required
10.	Dully filled, signed, and stamped Financial Proposal submission form	Required

Any bidder who did not submit any of the above mandatory requirements, was automatically disqualified. All documents will be verified.

The details of preliminary evaluation are as below,

PART - A PRELIMINARY AND MANDATORY REQUIREMENTS SECTION			SBO Training	CEC East Africa Ltd	Sigmund Peak	UON Enterprise Ltd	Envag Associates	Promin Consultants	VAS Consultants	Pine-hill Consulting
1.	Certificate of Registration/Incorporation	Required	Y	Y	Y	Y	Y	Y	Y	Y
2.	CR 12	Required	Y	Y	Y	Y	Y	Y	Y	Y

3.	Valid and current Tax compliance certificate	Required	Y	Y	Y	Y	Y	Y	Y	Y
4.	Bid security Kenya shillings Ninety Thousand (Kes 130,000.00)	Required	Y	Y	Y	Y	Y	Y	Y	Y
5.	Dully filled, signed, and stamped Certificate of Independent Proposal Determination	Required	Y	Signed but Not Stamped	Y	Y	Y	Y	Y	Y
6.	Dully filled, signed, and stamped Self Declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 (SD1)	Required	Y	Signed but Not Stamped	Y	Y	Y	Y	Y	Y
8.	Dully filled, signed, and stamped self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (SD2)	Required	Y	Signed but Not Stamped	Y	Y	Y	Y	Y	Y

9.	Dully filed, signed, and stamped declaration and commitment to the Code of Ethics	Required		Signed but Not Stamped	Y	Y	Y	Y	Y	Y
10	Dully filed, signed, and stamped Financial Proposal submission form	Required								

Results of the Mandatory Evaluation

1) CEC East Africa LTD

Following mandatory forms were signed but not stamped as per the mandatory requirement.

- a) Certificate of Independent Proposal Determination
- b) Self-Declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 (SD1) Form
- c) Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (SD2) Form
- d) Declaration and commitment to the Code of Ethics Form.

Conclusion on the Mandatory Evaluation

CEC East Africa did not meet all the requirements of the Mandatory Requirements and hence they did not proceed to the Technical evaluation.

TECHNICAL EVALUATION CRITERIA

The Technical Evaluation Criteria was as follows. Bidders were required to score at least 60 Marks out of 80 to qualify for financial evaluation

PART B - TECHNICAL EVALUATION MARKS	Marks
EXPERIENCE AND QUALIFICATION OF PERSONNEL	
Firm should have at least 10 years' experience in Strategy and business planning (10years-5marks, 8years-4marks, 6years-3marks, 4years-2 marks & 2 years- 1 mark, less than 2 years-0)	5
Organization structure showing clearly where this assignment fit in the organogram	2
Firm membership to Kenya Institute of Management or similar professional body (attach certificate)	3
Recommendation letters from 5 clients served in the last 5 years in undertaking strategic or business plans – 2 marks for each (Recommendation letters must be from the client)	10
Provide at least two copies of a strategy plan/business plan, only showing the front page and the table of contents from institution/organizations within the financial sector in the last 3 years (these copies should be from institutions/organizations recommending the bidder)	2
Evidence of positive impacts in key performance indicators developed from a strategic plan in the last three 3 years for at least 3 organizations- 1 mark each	3
Sub-total	25
UNDERSTANDING OF THE TORs	
Demonstrate understanding of the TORs by illustrating how the following will be carried out (stakeholder engagement, situational analysis, development of the	5

business/strategic plan, development of M&E framework and Corporate Scorecard) -2 marks for each	
Demonstrate prior experience in stakeholder engagement in public service or institutions with international reputation	1
Demonstrate experience in situational analysis and triangulation of multiple sources of data and information to inform decision making	2
Demonstrate capability to manage high level strategy workshops with key focus to articulating the key strategy deliverables whilst ensuring cohesion between staff, management, and the board	2
Demonstrate the understanding of the insurance/reinsurance business in Kenya and Kenya Re's key markets and showcase the available opportunities for Kenya Re to exploit in its strategic focus	2
Demonstrate capacity to develop business plans for the Group and subsidiaries for three years	2
Demonstrate capability and competence in reinsurance financial analysis and modeling to support the planning process	2
Demonstrate resource capacity (both human and software) in analytical tools that will aid in situational analysis and Monitoring and Evaluation	2
Showcase strategy maps developed for 2 reputable firms in the last 5 years -1 mark for each	2
Sub-total	20
A. LEAD CONSULTANT	
Minimum of a master's degree in strategy management or Business Administration with a bias in Strategic Planning with at least 10 year post graduation experience (attach copies of the certificates)	3

PART B – MINIMUM EVALUATION CRITERIA	Marks (out of 10)
At least ten years continuous working experience in strategic planning, business planning, monitoring and evaluation of strategic planning (attach CV)	3
Prior working experience in development of strategy formulation or business planning in insurance/reinsurance business or in public sector (Indicate insurance or reinsurance companies that the consultant has led in its strategy or business plan development in the CV)	2
Team leader must be a member of the Kenya Institute of management or any other internationally recognized management body (attach copies of the certificates)	2
Sub-total	10
B. STAKEHOLDER ENGAGEMENT LEAD	
Master's degree in in strategy management or Business Administration with a bias in Strategic Planning with 3 year post graduation experience - attach copy of certificates	2
General professional experience: At least seven years post graduate experience in stakeholder engagement for strategy formulation and business planning using mixed methods (attach consultant's CV)	2
Specific professional experience: demonstrated cases of stakeholder engagements using different stakeholder engagement methods including the ability to synthesize data to inform strategy (indicate in the cv all stakeholder engagements held for development of a corporate strategy/business plan)	1
Sub-total	5
C.INSURANCE EXPERT LEAD	
Qualifications and skills	
First degree in degree economics, commerce, statistics, business administration or related field (Attach certificate)	1
Chartered insurer or Diploma in Insurance	2

REQUIREMENT BY CATEGORY	MARKS
Minimum of five years of experience in insurance/reinsurance consulting with demonstrated understanding of the competitive landscape and current trends in the reinsurance industry. (Indicate years of experience in insurance/reinsurance consulting)	2
Demonstrate expert level use one tool/software for quantitative / financial modelling skills in insurance/reinsurance sector	1
Sub-total	6
D. MONITORING & EVALUATION LEAD	
Qualifications and skills: Bachelor's Degree in economics, statistics, computer science, Monitoring and Evaluation, Information Management, Project Management, Finance - attach copies of academic certificates (Attach certificate)	0.5
General professional experience: Minimum of 5 years' experience in developing Monitoring and Evaluation Frameworks with key focus to strategy and business planning monitoring and evaluation framework (Indicate in the CV M&E Frameworks developed in the last 5 years for strategy/business planning)	0.5
Certification in monitoring and evaluation or project management e.g. PMP or Prince	1
Sub-total	2
D. BALANCED SCORECARD LEAD	
At least a bachelor's degree in Human Resource management or a bachelor's degree in any other field with a post graduate diploma in human resource management with a minimum of 5 years' experience in BSC development in finance and insurance sector (Attach certificate)	1

PART B – TECHNICAL EVALUATION PARTS	TOTAL SCORE
Balanced scorecard certification with 3 years post certification experience	1
Sub-total	2
Sub-total (PROPOSED PERSONNEL)	25
WORKPLAN	
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. Stakeholder engagement and situational analysis	1
3. Gap analysis report	1
4. Development of Smart Goals,	1
5. Institutionalizing monitoring and evaluation in the plan implementation	1
Sub total	5
TRANSFER OF KNOWLEDGE AND TRAINING PROGRAMME (RELEVANCE OF APPROACH AND METHODOLOGY)	
Clear demonstration on how knowledge transfer will be carried out during the execution of the consultancy services on business planning	5
GRAND TOTAL OUT OF 80	

Results of the Technical Evaluation

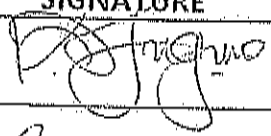
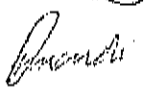

The results of the Technical Evaluation were as follows. Detailed scores for each evaluator can be found in the individual's score sheets attached herewith.

EVALUATORS	Max. Score	SBO Training	Sigmund Peak International	UON Enterprise Ltd	Envag Associates Ltd	Promin Consultants	VAS Consultants	Pine-hill Consulting
George Njuguna	80	55	37.5	36.5	50.5	66	51	44.5
Elizabeth Omondi	80	54.5	36	34.5	50.5	66	51	44.5
Samuel RUUGIA	80	55	38.5	38.5	50.5	66	50	44
AVERAGE SCORE OUT OF 80	80	54.8	37.3	36.5	50.5	66	50.7	44.3

Only Promin Consultants achieved the required total average technical marks above 60 marks cut-off point by achieving 66 Marks to proceed to financial evaluation.

Recommendation

Tender evaluation committee recommends Promin consultants' financial bid to be evaluated for the award of Tender No. KRC-1926-2022-194 for PROVISION OF BUSINESS PLANNING SERVICES.

	SIGNATURE	DATE
George Njuguna		28/09/2022
Elizabeth Omondi		28/9/2022
Samuel K. Ruugia		2022.09.28 10:42:23 +03'00'

From: Martin Mati
To: Eric Gumbo
Subject: Re: Official complaint on continued harassment, bullying and intimidation by the Managing Director
Date: Wednesday, 16 August 2023 13:51:31
Attachments: image0011321.png

Good afternoon Director,

I am Sincerely grateful for finding time to respond to my email.

Based on the BoD mandate limitations pointed out, I will seek other mechanisms available.

Thank you once again for giving me audience.

Sincerely,
Martin Mati

From: Eric Gumbo <egumbo@galp.co.ke>
Sent: Wednesday, August 16, 2023 12:36:55 PM
To: Martin Mati <mati@kenyare.co.ke>
Subject: Re: Official complaint on continued harassment, bullying and intimidation by the Managing Director

~~This message originated from outside Kenya Ltd. by email with links and attachments.~~

Good afternoon Mr Mati,

I have taken note of your email herein and specifically to the issues raised therein. In my view, whereas the issues you raise are important and need attention, the Board is ill-equipped to deal with them primarily because as Board Members, our role is circumscribed to oversight. Disciplinary proceedings or complaints for or from Senior Management may not fit into that mandate. If we foray into the management concerns then we may end up fomenting a cause of action which may not quite resolve the issue. I think it is advisable to channel them through the internal mechanisms as a the first pot of call. I remain grateful for your having shared these concerns in confidence but regret that I am not able to effectively intervene on this occasion.

Kind Regards

Eric Gumbo
Managing Partner



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Rose Avenue, Off Lenana Road
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T: +254 204 400 509 | F: +254 719 851 555
info@galp.co.ke

Eldoret
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From: Martin Mati <mati@kenyare.co.ke>
Date: Monday, 14 August 2023 at 11:25
To: Eric Gumbo <egumbo@galp.co.ke>
Subject: FW: Official complaint on continued harassment, bullying and intimidation by the Managing Director

Good morning Director,

We spoke. Below is my official complaint on what I strongly feel is a clear form of harassment, bullying and intimidation. I have tried to exercise respect to authority since it all started but I think it has reach a breaking point for me.

I have made all attempts to demonstrate restraint since March this year but I am now under depressants due to increased tension, intimidation, harassment, bullying and such acts that are only meant to discourage me in the performance of my work. My attempts to clarify issues with relevant persons have not borne any fruits. I therefore do not have confidence with the HR office in addressing some of the issues that I have raised herein below.

1. Around 1st week of April 2023, the manager human resource informed me that she had a message for me from the newly appointed managing director. I made efforts and indeed went to see her in her office, located on 15th floor. The message was that Research & Development needed to undertake innovation responsibilities seriously, undertake surveys internally and stop working for the 'General Manager-Reinsurance'. I felt taken aback and requested the manager to Inform MD that he should communicate effectively to me on what he expects R&D to address itself to. This was to ensure that our deliverables were in line with his vision. I also communicated the same to the managing director and requested to see him once he returned from an overseas trip. Upon return, I made several attempts to have a meeting with him and eventually we did hold our first face to face meeting sometime in June 2023. In my view, the managing director could have communicated to me directly or through my immediate supervisor, General Manager-Reinsurance Operations

2. My performance has been beyond reproach, and I have not had a disciplinary matter to be referred to human resource. This can be corroborated with my performance appraisals and my immediate supervisor.

3. Around same month, some of the 2023 approved budgets by the board and Treasury for R&D for critical deliverables such as brand audits through mystery shopper and benchmark studies on emerging technologies were dropped to rationalize the budgets and cut on expenses. Whereas the initiative was noble, there was no prior courtesy at all to make consultations. I did a professional opinion to reinstate the budgets but was not responded to.

3. A staff replacement following transfer of an officer moved from the department to life department has not been given to date. This has led to increased work overload in the department despite my several reminders to human resource department.

5. The managing director requested me to undertake some quick synopsis on cyber risks and reputational risks and which I graciously did. To date, he did not acknowledge nor respond to the concept notes.

6. As a remedy for my research findings that we should go slow on cyber related risks, I did a concept note on 'reinsurance for digital products' and which I know if we lobby with IRA, we can have it approved as compulsory insurance and especially the credit risk for mobile loans apps. To date, my email to him has not been responded to nor offered a chance to explain the idea further.

7. There are many emails related to work that have not responded to or feedback not provided for, despite several follow ups with his office e.g brief on compulsory cessions and introduction of compulsory facultative arrangements.

8. There has been continued frustration on work related initiatives where Research and Development should be incorporated in some initiatives:

a) I was incorporated in debt collection. At first, I requested to have additional staffing. Even though I later agreed to collect from tenants, the managing director would indirectly attack me in every debt or management meeting on 'negative attitude'.
b) The Monday morning management production meeting is attended by my deputy and who was incorporated much later after we felt instructions on how to amend same in our analytics dashboard were not clear.

c) I have not been involved in targets revisions, even though I run the statistical models for projections.

c) Requests to attend conferences where we have conference papers to present have been declined.

9. Recently, the subsidiaries requested that we offer them support in developing their own stand-alone business plans as the department responsible for strategy formulation and monitoring. Approval to travel to the subsidiaries has not been granted.

10. There has been undue pressure for me to relocate to 14th floor. I requested that it is only fair to secure adequate office space for my staff on the same floor. I feel discriminated, bullied and harassed since no other department within the Corporation has staff seated on a different floor from their HoD.

11. Further to item 10, my items were relocated from the 16th floor office in my absence on Saturday, 12th August 2023 when we had closed for weekend.

12. Having not been given audience or an opportunity by management, I opted to talk to Director Kirika and Director Robert Waruiru on Monday, 7th August 2023 on my concerns on a board paper presented to Finance and Strategy committee on 25th July 2023 on the Corporation's to be approved to undertake 'Fronting business'. The two directors requested me to put down my points as to why I felt we should not undertake fronted business. I was later on Wednesday, 9th August, quarreled by the managing director over my stance on this matter and airing my views with the directors.

13. Subsequent to item 12, on Wednesday, 9th August 2023, the managing director asked me to go to the boardroom around 3pm. He bragged to me how he is politically connected and how he can play politics on me. I told him to calm down and explain to me why he was upset. He alleged that I wrote an anonymous email to Director Kirika and Director Waruiru on the matter referred to on item 12. I clarified to him that I did the email through my official email and I have no reason whatsoever to write anonymously. I reminded him that as the head of strategy, I have a responsibility to give an opinion even if the same was not adopted. I went further and apologized for not copying him of my opinion.

14. On Thursday, 10th August 2023, the managing director was at it again with me on whatsapp messages with very disturbing and threatening messages. Despite of all these, I assured him of my unwavering support despite the continued harassment.

15. Again on Thursday, 10th August 2023 at night he asked me to drop my laptop to his office for forensic audit. Although I did adhere to the instructions, I am still wondering why the appointed project manager for coordinating the exercise was not the one communicating to me. Circumstantially, it felt like continued harassment.

16. There was no proper communication done on the rationale as to why Research and Development was included for laptop imaging in the first batch while sensitive functions such as managers responsible for finance, claims, property and legal were not targeted in this initial batch.

As clearly illustrated, my rights as an employee have been grossly violated. I have been harassed, bullied and despised unnecessarily. As an employee, I have a responsibility to perform my duties diligently. However, my supervisor(s) should be there to direct me and offer counsel where need be. As I put this down, I am emotionally drained and I keep wondering what may crop up next.

I am still energetic and want to continue offering my services to the Corporation.

My plea to the board committee is to intervene on these injustices and see if an amicable solution of working in peace and in harmony with the current managing director can be found. I have preferred to escalate these issues to the board since I have not received any meaningful intervention from the human resource office who are responsible for employee relations and rights at work. I hold no grudge, and I am very much open to a reconciliation.

Sincerely,

Martin Mati
Head of Research & Development

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MEMORANDUM

TO : MARTIN MATI

FROM : GENERAL MANAGER REINSURANCE

DATE : 14TH AUGUST 2023

SUBJECT : SHOW CAUSE WHY A DISCIPLINARY ACTION SHOULD NOT BE TAKEN AGAINST YOU

Reference is made to the above subject matter.

Kindly note that your conduct and response to management's directives has been observed as stated here below: -

1. Revised Business targets on your 2023 Balanced Scorecard for Debt Collection

Debt collection targets were issued to managers following a Production Meetings' decision on 2nd May 2023. A memo was circulated to managers in the management team with new business objectives and targets. In defiance to this directive there was a back and forth from you on the issue when other managers promptly adopted the new directive and revised their BSC's for 2023.

You challenged the directive and on 15th May 2023 stated that you will **NOT** sign the scorecard. (See enclosure). You finally signed the revised BSC 2023 with the revised collection target upon push by the division head on 9th June 2023, five (5) weeks after management's directive. See enclosed E-mails attached hereto as Appendix 1.

2. Transfer of a Staff to Research and Development

Management transferred a staff member to your department on 28th April 2023. You challenged the decision and have to date refused to absorb the said employee to your department. This is in disregard to management's decision dated 28th April 2023 and in defiance to the Corporation's Job Rotation policy. The said staff can work on the debt collection targets that the department was allocated as stated in paragraph 1 above.

A former Research & Development staff requested a transfer after indicating among other issues that he was not fully utilized in the department. You again proceeded to challenge the decision to transfer the staff from Research and Development to the Life department. See enclosures in Appendix 2. This was in defiance to management's decision to transfer the employee.

3. Refusal to vacate office on 16th Floor, Reinsurance Plaza

You were informed of a management meeting's decision on 24th July 2023 that you move from the office you were occupying on 16th floor and be relocated to the 14th Floor at Reinsurance Plaza, Nairobi. You defied the directive and instead started to give unsolicited feedback on how the office layout should be done. Refer to the attached E-mail dated 24th July 2023 and your response attached hereto as Appendix 3.

In view of this you had to be relocated from the office forcefully on 13th August 2023.

4. Communication Policy

The Communication Policy that is available on the Corporation's intranet was re-circulated to all staff on 25th May 2023. In total defiance to the Corporation's Communication policy, you have communicated directly in writing to Board members giving information in total disregard of the Corporation's Policy on the same. The information was not channeled through your supervisor and the Managing Director as per policy. In addition, this is against the Government's Circular Referenced OP.CAB/9/1 and dated 5th June 2023 on Summary of outcomes of the consultative meeting of Chairpersons and Chief Executive Officers of Public Entities paragraph B (i) where it states, "the CEO should remain the primary link between the Board and staff".

Your continued disrespect and defiance of management directives has been noted with a lot of concern and disappointment.

Your conduct is contrary to the Corporations Code of Conduct and Ethics Policy section 2.3, and 2.13 (b), the Public Officers Ethics Act and the Leadership and Integrity Act of 2012.

In view of the above, you are required within seven (7) days and upon receipt of this memo to show cause why disciplinary action should not be taken against you for the above stated breach of Corporation policies.


SALLY WAIGUMO

CC: Managing Director
General Manager Reinsurance

11/11/2023 +

Sally Waigumo

From: Martin Mati
Sent: Thursday, May 4, 2023 7:38 AM
To: Sally Waigumo
Cc: Michael Mbeshi; Beth Nyaga
Subject: Re: ADDITIONAL ROLES

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Sally,

The below subject matter refers. At the moment, I am constrained resource wise at Research and Development. I wrote to the MD on the same matter and the request to be resourced prior to taking any further responsibilities.

As such, I am not seeing it feasible to amend my BSC at the moment to incorporate debt collection until the issue above is addressed.

In the near future, I am open to collect from Reinsurance intermediaries with whom I often interact with.

Sincerely,

Martin Mati

From: Sally Waigumo <sally@kenyare.co.ke>
Sent: Thursday, May 4, 2023, 07:31
To: Consolata Kihara <kihara@kenyare.co.ke>; George Njuguna <gknjuguna@kenyare.co.ke>; Martin Mati <mati@kenyare.co.ke>; Judy Njuguna <jmjuguna@kenyare.co.ke>; Mary Mwendwa <mwendwa@kenyare.co.ke>; Francis Musyimi <musyimi@kenyare.co.ke>; Emily W. Mbogo <embogo@kenyare.co.ke>; Charity Nkonge <nkonge@kenyare.co.ke>
Cc: Michael Mbeshi <mbeshi@kenyare.co.ke>; John Rika <rika@kenyare.co.ke>
Subject: FW: ADDITIONAL ROLES

Dear Colleagues,

Please find attached communication.

Kind regards

SALLY WAIGUMO
HUMAN RESOURCE MANAGER



Kenya Reinsurance Corporation Ltd
P.O. Box 30271 00100 Nairobi, Kenya

15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk Nairobi

Telephone: +254 20 220 2250, +254 703 083 250

Email : sally@kenyare.co.ke

Website : <http://www.kenyare.co.ke>

Kenya Re is ISO 9001:2015 Certified,

Rated B (Fair) by A M Best International Rating Agency and AA+ by Global Credit Rating (GCR).

From: Tom M. Soli <soli@kenyare.co.ke>

Sent: Wednesday, May 3, 2023 5:39 PM

To: Sally Waigumo <sally@kenyare.co.ke>

Subject: ADDITIONAL ROLES

Dear Sally,

Please see attached document below

1. Memo on additional roles

Best Regards,

Tom M. Soli

Human Resource Division



Kenya Reinsurance Corporation Ltd.

P.O. Box 30271 00100 Nairobi, Kenya

15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2219, +254 703 083 219

Email : soli@kenyare.co.ke

Website : <http://www.kenyare.co.ke>

From: Sally Waigumo <sally@kenyare.co.ke>

Sent: Thursday, May 4, 2023 7:31:34 AM

To: Consolata Kihara <kihara@kenyare.co.ke>; George Njuguna <gknjuguna@kenyare.co.ke>; Martin Mati <mati@kenyare.co.ke>; Judy Njuguna <jmnjuguna@kenyare.co.ke>; Mary Mwendwa <mwendwa@kenyare.co.ke>; Francis Musyimi <musyimi@kenyare.co.ke>; Emily W. Mbogo <embogo@kenyare.co.ke>; Charity Nkonge <nkonge@kenyare.co.ke>

Cc: Michael Mbeshi <mbeshi@kenyare.co.ke>; John Rika <rika@kenyare.co.ke>

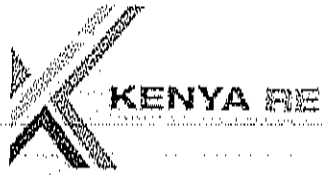
Subject: FW: ADDITIONAL ROLES

Dear Colleagues,

Please find attached communication.

Kind regards

SALLY WAIGUMO
HUMAN RESOURCE MANAGER



Kenya Reinsurance Corporation Ltd
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk Nairobi
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From: Tom M. Soli <soli@kenyare.co.ke>
Sent: Wednesday, May 3, 2023 5:39 PM
To: Sally Waigumo <sally@kenyare.co.ke>
Subject: ADDITIONAL ROLES

Dear Sally,

Please see attached document below

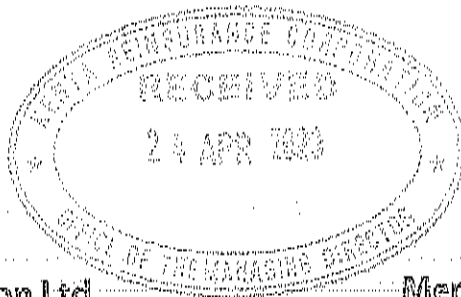
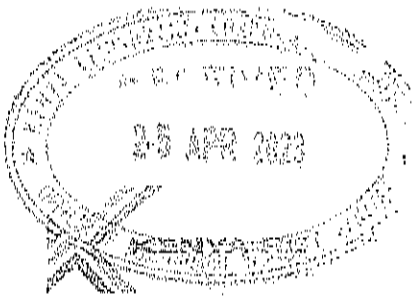
1. Memo on additional roles

Best Regards,

Tom M. Soli
Human Resource Division



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.
Telephone: +254 20 220 2219, +254 703 083 219
Email: soli@kenyare.co.ke
Website: <http://www.kenyare.co.ke>



Kenya Reinsurance Corporation Ltd

Memorandum

TO : HUMAN RESOURCE MANAGER
 FROM : MANAGER - RESEARCH & DEVELOPMENT
 REF : KRC/R&D/C24/01
 DATE : 24TH APRIL 2023
 SUBJECT : REQUEST FOR A SUITABLE REPLACEMENT OF MESSRS
 THOMAS MUMINA PRIOR TO HIS RELEASE TO LIFE
 DEPARTMENT

Your letter vide reference number KRC/HR/514/964 on transfer of Mr. Thomas Mumina from Research & Development to Life Department refers.

Considering that R&D has a broad scope of deliverables and that we are grossly understaffed, I humbly write to request that this transfer be put on hold until a suitable replacement is availed to the department. A suitable replacement would be a candidate with a quantitative background e.g., Statistics, Actuarial, Economics, Mathematics or related field and 5+ years similar experience.

Kindly consider.

Sincerely,

Martin Mati

CC: Managing Director
 General Manager - Reinsurance ✓
 Manager - Life Business
 Thomas Mumina

AM HR
Please inform the department.

25/4/23

HRM
This has already been approved. We can't pass it.

[Signature]
1/2/23

Kenya Reinsurance Corporation Ltd.

Memorandum

REF: KRC/HR/514/964
TO: MR. THOMAS MUMINA NDUNDA
FROM: HUMAN RESOURCE MANAGER
DATE: 20/04/2023
SUBJECT: TRANSFER TO LIFE BUSINESS DEPARTMENT

Reference is made to the above subject matter.

We write to inform you that you have been transferred from the Research and Development department to the Life Business department as an Underwriter with immediate effect.

Please prepare a handing over report on the status of your work in respect of your duties in the Research and Development department and submit to your supervisor with a copy to the undersigned.

You are required to report to your new duty station and sign a Balanced Score Card and a job description for your new role which you will obtain from your new supervisor – Manager Life Business.

We wish you well in the new role.


SALLY WAIGUMO

CC: Managing Director
General Manager – Reinsurance
Manager Research and Development ✓
Manager Life Business



Kenya Re is ISO 9001:2008 Certified

Memorandum

TO : GENERAL MANAGER – REINSURANCE OPERATIONS

FROM : RESEARCH & DEVELOPMENT OFFICER

THROUGH : MANAGER – HUMAN RESOURCE

DATE : 13TH MARCH 2023



SUBJECT: REQUEST FOR TRANSFER TO REINSURANCE CORE BUSINESS

I am writing to express my interest in any reinsurance division's core business department position.

As a Research Officer in the Research Department, I have gained considerable knowledge and experience in the reinsurance industry. Still, moving to the Reinsurance Core Business would offer me a unique opportunity to enhance my technical know-how further and leverage my skills more directly and effectively. This direction would ultimately be of utmost benefit to the corporation.

I want to emphasize that I am very open to continuing to support the Research Department occasionally, as needed. I believe that my experience and expertise in the department would be valuable to both teams, and I am eager to contribute to both areas of the corporation.

Some of the reasons why I am keen on exploring this opportunity include the following:

1. Enhancing my knowledge and technical know-how of the reinsurance core business:

Working in the Reinsurance Core Business would allow me to gain deeper insights and understanding of the underlying principles of the industry. Such an opportunity would be invaluable in my professional growth and development.

2. Leveraging my skills gained from the Research Department to support core business

further: The skills and knowledge I have acquired in the Research Department are highly transferable to the Reinsurance Core Business. I am confident that I can bring a fresh perspective to the team and enhance the efficiency and effectiveness of the team's operations.

3. **Helping the corporation meet its objectives of enhancing efficiency and technical capacity** in the analysis of quarterly bordereaux, improving efficiency in assessing risks, and setting terms and pricing: As the corporation continues to grow, it is crucial to enhance our capabilities in various areas. I believe that my skills and experience could be of great value in helping the corporation meet its objectives in these areas.
4. **Being more directly involved in business development:** I have always been keen on contributing to the growth and development of the corporation, and I believe that a role in the Reinsurance Core Business would enable me to be more directly involved in business development initiatives.
5. **Enhancing my experience with customer relations and marketing:** Interacting with customers and understanding their needs is essential to the Reinsurance Core Business. This move would allow me to enhance my experience in customer relations and marketing, which are critical skills in the industry.
6. **Desire to take up much more responsibilities within the corporation:** I am eager to take on new challenges and responsibilities. I believe a role in the Reinsurance Core Business would enable me to do so.

I look forward to hearing about any opportunities that may be available and discussing this further with you. Thank you for your time and consideration.

Sincerely,



Thomas Mumina

Research and Development Officer.

Cc: Manager – Research and Development.

Sally Waigumo

From: Martin Mati
Sent: Wednesday, July 26, 2023 12:43 PM
To: Michael Mbeshi
Cc: Hillary Maina Wachinga; Sally Waigumo; Consolata Kihara; Beth Nyaga
Subject: RE: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Good morning Michael,

As I continue with consultations as per my earlier email, I have a proposal which you can probably evaluate for implementation. Firstly, the office space I occupy is approximately 12 SQ metres and is not even feasible to accommodate enough people even if it were to be converted to a meeting room as earlier suggested.

In the alternative, the local team can relocate to the boarding next to GMR's office and then use the space where they are seated currently to do one partition and which will make even a better boardroom for Reinsurance operations.

Kindly review,

Martin Mati

From: Martin Mati <mati@kenyare.co.ke>
Sent: Tuesday, 25 July 2023 17:32
To: Michael Mbeshi <mbeshi@kenyare.co.ke>
Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>; Consolata Kihara <kihara@kenyare.co.ke>; Beth Nyaga <nyaga@kenyare.co.ke>
Subject: Re: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Thanks Michael for the information

Good evening Sally,

The outcome of the meeting between GMP and yourself refers. Could you please clarify which other department within the Corporation has the manager in a different floor from the rest of the staff within the department? I earlier accepted to move but on reconsideration that we get a space for the staff and myself. Kindly organize us in a section where we can work as a team with proper coordination.

Further, I request that you allow me ample time, I am nursing my mother, to consult with my immediate supervisor and MD's office before this move is effected. We need to engage more on this matter.

Sincerely,

Martin Mati

From: Michael Mbeshi <mbeshi@kenyare.co.ke>
Sent: Tuesday, July 25, 2023 5:12:48 PM
To: Martin Mati <mati@kenyare.co.ke>
Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>; Consolata Kihara <kihara@kenyare.co.ke>
Subject: RE: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Dear Martin,

We have had a meeting with the Human Resource Manager and noted that the movement should not affect coordination and supervision of staff in view of the earlier sitting arrangement of the staff in the department.

The Manager, Administration, Health and Safety copied in this mail is requested to facilitate the movement.

Best Regards,

Michael Mbeshi
General Manager (Property & Administration)



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2000, +254 703 083 350

Email: mbeshi@kenyare.co.ke

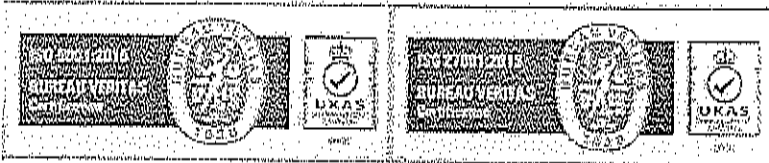
Website: <http://www.kenyare.co.ke>



KenyaReinsurance



@Kenya_Re



Kenya Re is ISO 9001:2015 and ISO 27001:2013 Certified,

Rated B (Fair) by A M Best International Rating Agency and AA by Global Credit Rating (GCR).

From: Martin Mati <mati@kenyare.co.ke>

Sent: Monday, July 24, 2023 8:29 PM

To: Michael Mbeshi <mbeshi@kenyare.co.ke>

Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>

Subject: Re: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Good evening Michael,

The contents of your email below refers. I am temporarily out of the office on 2 days leave, got a parent who is unwell. I will resume work on Wednesday.

I would have appreciated if the move was discussed directly with me or through my immediate supervisor prior to the decision being made so that I could give my personal views.

I have no objection to move to 14th floor. I suggest you source for adequate space for a move of the staff under me and myself. This way, we will have ease in work coordination and supervision. Kindly make arrangements for this request.

Sincerely,

Martin Mati

From: Michael Mbeshi <mbeshi@kenyare.co.ke>

Sent: Monday, July 24, 2023, 20:08

To: Martin Mati <mati@kenyare.co.ke>

Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>

Subject: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Dear Martin,

Kindly note that management in the Production Meeting decided to relocate the office of Manager, Research and Development from its current position to an office on 14th floor.

This is to make way for a meeting room on 16th floor.

We plan to make the movement tomorrow 25th July 2023.

Best Regards,

Michael Mbeshi

General Manager (Property & Administration)



Kenya Reinsurance Corporation Ltd.

P.O. Box 30271 00100 Nairobi, Kenya

15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2000, +254 703 083 350

Email: mbeshi@kenyare.co.ke

Website: <http://www.kenyare.co.ke>



KenyaReinsurance



@Kenya_Re



Kenya Reinsurance Corporation Ltd

Memorandum

TO : MANAGER - HUMAN RESOURCE

FROM : MANAGER – RESEARCH & DEVELOPMENT

REF : KRC/R&D/C24/01

DATE : 17TH AUGUST 2023

SUBJECT : RESPONSE TO SHOW CAUSE AS TO WHY DISCIPLINARY ACTION SHOULD NOT BE TAKEN AGAINST ME

I refer to the Memorandum to Show Cause dated 14 August 2023 issued by the General Manager - Reinsurance but signed by the Manager - Human Resource and later a version later signed by you. This is rather confusing.

To me, it appears that the Memorandum to Show Cause is one among a continued combined and calculated effort towards frustrating me in the performance of my duties as Manager – Research & Development for which I have recently complained about.

Nonetheless, I hereby tender my response to the Memorandum to Show Cause as below.

1. Revised Business targets on my 2023 Balanced Scorecard for Debt Collection:

- 1.1. Contrary to the allegation that I defied the directive on the 2023 Balanced Scorecard for debt collection, this is not true. The allegation itself in fact points out and confirms that I signed and submitted the said Scorecard.
- 1.2. Signing the Scorecard meant that I was undertaking to meet the targets set out therein. As far as I am aware, a balanced scorecard otherwise synonymous with a performance matrix is ideally supposed to be discussed and agreed upon by the staff and the immediate supervisor. I was not prepared to give my professional undertaking to meet the targets set out in the scorecard until I had discussed with my immediate supervisor, the effort and resources required to meet them, explained the prevailing

shortfalls which I thought would hinder me from meeting the targets and suggested ways in which such shortfalls could be resolved by the Management.

- 1.3. This discussion would ideally revolve around prevailing challenges of inadequate staffing or even gross understaffing which would obviously impact negatively on my scorecard and hinder any effort I would strive towards meeting the targets set out in the Scorecard.
- 1.4. Therefore, I had absolutely no intention to challenge, nor did I defy the directive. In fact, it is important to recall that debt collection was erstwhile included in my job description and responsibilities until my role was revised and broadened to include strategy, monitoring, evaluation, action and learning. Indeed, I even went to the extent of requesting that I be allowed to collect from cedants and brokers since I interacted with them often.
- 1.5. Despite numerous correspondence and requests to have a meeting to discuss the above, none of my emails were ever responded to (see enclosed 'EXHIBIT 1', 'EXHIBIT 2' and 'EXHIBIT 3'). As clearly demonstrated, the delay was not occasioned by me but rather by the Human Resource Department's outright refusal to respond to the numerous correspondence and requests I made by way of my emails of 3 May 2023, 11 May 2023 and 15 May 2023, contrary to proper and fair employment and labour laws and practices.
- 1.6. Since time was running on one hand while I was receiving pressure to sign the BSC on the other, I had no other alternative left but to sign the revised BSC on 9th June 2023 before I could have the discussion as aforesaid (see enclosed 'EXHIBIT 4'), and contrary to the allegation that I refused to take up the said responsibilities, I have since taken them up.
- 1.7. In light of the foregoing, I see no basis as to why I should be called upon to show cause on this issue.

2. Transfer of a staff to Research & Development

- 2.1. On 28th April 2023, one Ms Ann Nguru was transferred to Research & Development department. On the same evening, I did have a long

telephone conversation where I clearly explained to you the reasons why I felt as the line manager the subject officer was not a suitable replacement for Mr. Thomas Mumina.

- 2.2. On the following day, Ann came to my office emotionally unstable and I took my ample time to listen to her. She attested to me that she has never worked in a statistics, research or analytics function. Subsequently, Ms Ann took leave and she has never reported to Research & Development department. I did follow up and I was informed by the Manager, Property, Mr John Rika that I should allow Ann to undertake her duties in his department. I also made effort to meet with the managing director and explained why I felt that the transfer was not appropriate. He did confirm to me that the responsibility of transferring of senior officers and below was bestowed to human resource and he was only responsible for transfer of heads of divisions, departments and their deputies.
- 2.3. Further, I wrote to your office through a letter dated 24th April 2023 requesting for a suitable replacement. I went further and indicated that a suitable replacement would be a candidate who holds a first degree in a quantitative field such as Statistics, Actuarial, economics, mathematics or related field and 5+ years of experience (see 'EXHIBIT 5').
- 2.4. It is worth noting that the core functions of Research & Development do not include debt collection and considering that we are currently grossly understaffed, it remains prudent for human resource department to provide a suitable replacement.
- 2.5. Further, following subsequent correspondences between myself, yourself and the Managing Director, (see 'EXHIBIT 6'), I knew that you eventually agreed to my observation that it was worth getting a suitable replacement. Indeed, you tried to recruit a suitable replacement for the department but the identified candidate, as alleged in your correspondence, rejected the offer. I therefore submit that this matter is not properly directed to me for response considering that you have been in the process of recruiting a suitable replacement.
- 2.6. With regard to the transfer request by Mr. Thomas Mumina (see 'EXHIBIT 7'), I have perused his letter requesting for a transfer and note that it did not mention anywhere that he was underutilized. I request you to review the said letter and withdraw the allegation of underutilization.

2.7. Contrary to the allegation that I challenged the decision to transfer the officer from R&D, a proper review of the documents will show that in fact, I personally recommended the transfer. Further, I did write officially requesting for a replacement prior to his release. I am also aware that the said officer requested to transfer back to Research & Development but the request was not approved (see 'EXHIBIT 8'). To date, I have not been able to comprehend if part of Management appreciates the role of R&D Department based on the actions enumerated herein above.

2.8. I do not understand how a humble request can now translate to be an objection. I am a strong believer of teamwork, respect to authority and rule of law.

3. Refusal to vacate office on 16th floor, Reinsurance Plaza:

3.1. The decision to relocate from 16th to 14th floor was not communicated to me, or was not properly communicated to me, especially on its rationale considering that the reinsurance operations staff who I work with and the biggest consumer of our services, sit on 16th floor.

3.2. The decision was also not made during a management meeting as you indicated, but during a production meeting which I do not attend.

3.3. Further, contrary to the allegation, it is quite clear from my correspondence with you and Mr. Michael Mbeshi (see "EXHIBIT 9") that I did indicate that I was willing to relocate to 14th floor, but I humbly requested that sitting spaces for staff working under me also be provided to facilitate proper supervision and teamwork.

3.4. Despite this, in what I believe to be a very callous manner, my office was relocated to the 14th Floor on a weekend in my absence and without any prior communication to me. This operation was conducted without due regard to my position in the Corporation or paying any respect to my personal space and effects in my office.

3.5. In my view, absent any clarification to the contrary, I consider that this relocation of my office without proper communication and without also providing space for my staff is not only unfair, but may also be aimed at frustrating me in the optimal performance of my duties. It is important for me to point out that I did request you to clarify which other department

within the Corporation has staff seated in a different floor from that of their HODs. To date, you have failed to provide a response.

- 3.6. In view of the foregoing, I see no reason why a notice to show cause should be issued against me in this regard.

4. **Communication Policy**

4.1. Whereas I am fully aware of the contents of the Corporation's Communication Policy and Government circular vide reference OP.CAB/9/1 dated 5th June 2023, I wish to confirm that the email correspondence to the two (2) directors on **Monday, 7th August 2023** were made on the basis of their request that I share with them my professional opinion on fronting (see 'EXHIBIT 10'). I sent the email to the two directors in the best interest of the Corporation.

4.2. I wish to draw your attention to Section 25 of the Public Officer Ethics Act on "Reporting improper orders" which provides that if a public officer considers that anything required of him is a contravention of the Code of Conduct and Ethics or is otherwise improper or unethical, he shall report the matter to an appropriate authority". I consider the two directors, in this instance, as an appropriate authority.

4.3. During a meeting held with the Managing Director on **Wednesday, 9th August 2023**, I did reiterate my position on fronting, based on industry facts. I still hold the view that the board paper on fronting should have been appraised by management before being presented to the board. My response to this show cause evokes the several sections of the law which have grossly been contravened.

4.4. I wish to reiterate that my actions are solely based on seeking clarifications on decisions made or, in the instance of fronting, acting in the best interest of the Corporation.

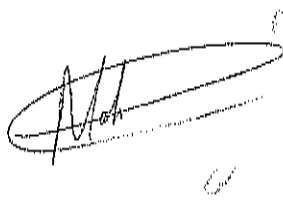
5. **Conclusion:**

5.1. In view of the foregoing, in the absence of any other or further clarification, I very much believe that the memorandum to show cause has been issued to me in bad faith and in a bid to frustrate me in the performance of my duties at the Corporation.

5.2. As previously indicated in my complaint which I raised perhaps a couple of hours before the notice to show cause was issued to me, I am experiencing undue pressure, depression and hardship from the manner in which I am being treated at work. I think that the memorandum to show cause is unmerited and meant for the ulterior or collateral purpose of frustrating the performance of my duties.

5.3. In light of the explanations given above, I request that the show cause be withdrawn since it lacks legal merit and the issues raised above be discussed and addressed in a sober and collaborative manner.

I hope that good judgment in respect of this issue shall prevail.



Digitally signed by
Martin Mati
Date: 2023.08.17
09:19:26 +03'00'

Martin Mati

**Cc: Managing Director
General Manager -Reinsurance Operations
Manager - Legal**

From: [Martin Mati](#)
To: [Jackson Nganda](#)
Cc: [Sally Waigumo](#); [Michael Mbeshi](#); [Emily Mukiri](#); [Beth Nyaga](#)
Subject: RE: ADDITIONAL ROLES
Date: Thursday, 11 May 2023 11:44:04
Attachments: [image004.png](#)

Good morning Jackson,

Thank you for your email below. I did raise some critical concerns both to the Manager Human Resources and Managing Director on this subject matter. These issues have not been responded to. Firstly, I am currently constrained with inadequate staff and have been working until odd hours, you may fact check this with the daily check in/out register since Thomas was transferred. For instance, I worked on GCR credit rating statistics until 1.30am yesterday. Secondly, if I were to collect, I would feel comfortable to do so from brokers and cedants from whom I did collections from prior to the additional responsibilities i.e strategy, surveys, M&E, MD's board reports etc and which necessitated my removal from the weekly debt collection meetings.

I therefore write to humbly request for a meeting to discuss these issues prior to amendments of my BSC.

I submit.

Martin Mati

From: Jackson Nganda <nganda@kenyare.co.ke>

Sent: Thursday, 11 May 2023 11:35

To: Martin Mati <mati@kenyare.co.ke>

Cc: Sally Waigumo <sally@kenyare.co.ke>; Michael Mbeshi <mbeshi@kenyare.co.ke>; Emily Mukiri <mukiri@kenyare.co.ke>

Subject: ADDITIONAL ROLES

Dear Martin,

Good morning. Following a memo issued to you on 2nd May 2023 by Human Resource Manager on additional roles of debt collection, kindly your final signed soft of BSC for FY 2023 for amendments to reflect the current re-alignment status by 1.00p.m today.

Best Regards,

Jackson Nganda
Human Resource Division



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 703 083 269

Email: nganda@kenyare.co.ke

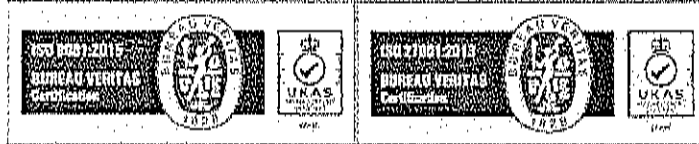
Website: <http://www.kenyare.co.ke>



KenyaReinsurance



@Kenya_Re



Kenya Re is ISO 9001:2015 & ISO 27001:2013 Certified,
Rated B (Fair) by A M Best International Rating Agency and AA by Global Credit Rating (GCR).

From: [Martin Mati](#)
To: [Jackson Nganda](#); [Beth Nyaga](#)
Cc: [Sally Waigumo](#); [Emily Mukiri](#)
Subject: Re: REVISED BSC FOR FY 2023
Date: Monday, 15 May 2023 14:36:57
Attachments: [image001.png](#)

Jackson,

Further, as we discuss the new target, please let us get back to basics on the principles and features of the BSC. I am ready to accept the KPI if I have the resources that are able to facilitate the achievement of the R&D scorecard. However, any variance means that I am laying a non-performance trap which I am not ready to contract on the new KPI while the resources issue is still outstanding.

Kindly do escalate this matter so that I am able to demonstrate and defend myself on the issue of resource constraint.

Sincerely,

Martin Mati

From: Martin Mati
Sent: Monday, May 15, 2023 2:17:47 PM
To: Jackson Nganda <nganda@kenyare.co.ke>; Beth Nyaga <nyaga@kenyare.co.ke>
Cc: Sally Waigumo <sally@kenyare.co.ke>; Emily Mukiri <mukiri@kenyare.co.ke>
Subject: RE: REVISED BSC FOR FY 2023

Jackson,

Please let us discuss the issues I raised prior to the BSC review. As earlier indicated, I am not signing a new BSC before a discussion is held on the issues raised.

Sincerely,

Martin Mati

From: Jackson Nganda <nganda@kenyare.co.ke>
Sent: Monday, 15 May 2023 14:17
To: Beth Nyaga <nyaga@kenyare.co.ke>
Cc: Sally Waigumo <sally@kenyare.co.ke>; Emily Mukiri <mukiri@kenyare.co.ke>; Martin Mati <mati@kenyare.co.ke>
Subject: REVISED BSC FOR FY 2023

Dear Beth,

Please share with us the final soft copy or signed of Mr. Martin Mati FY 2023 BSC with additional Kshs. 3,515,430.46 debt collections target.

Best Regards,

Jackson Nganda
Human Resource Division



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 703 083 269

Email: nganda@kenyare.co.ke

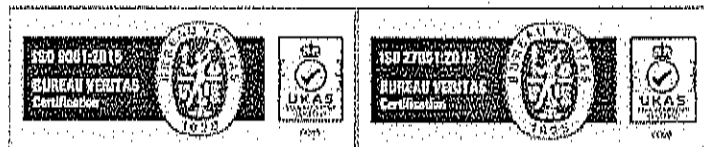
Website: <http://www.kenyare.co.ke>



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Rated B (Fair) by A M Best International Rating Agency and AA by Global Credit Rating (GCR).

EXHIBIT 3

From: Martin Mati
To: Michael Mbeshi
Cc: Beth Nyaga; Hillary Maina Wachingo
Subject: Property debt collection
Date: Wednesday, 3 May 2023 07:56:53

Good morning GMP,

Our telephone conversation yesterday refers, though we didn't conclude. There was a reason as to why I was excluded from debt collection some years back due to strategy and M&E deliverables that were not part of my job description. If I must collect, I would prefer to collect from cedants and brokers from whom I have build some substantial network with.

However, I am currently gross understaffed at the moment and I will be very ineffective in collections. However, I am very keen to take up the role once the staffing issues for R&D is resolved.

Sincerely,

Martin Mati

**Manager
Research & Development**



Kenya Reinsurance Corporation Ltd
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk Nairobi

Telephone: +254 20 220 2275, +254 703 083 275
Fax : (254 2) 2252106, 340486, 2251887, 2223944, 340967
Email : mati@kenyare.co.ke
Website : <http://www.kenyare.co.ke>

Kenya Re is ISO 9001:2015 Certified,
Rated B (Good) by A M Best International Rating Agency, and AA by Global Credit Rating (GCR)

OBJECTIVE	MEASURE	TARGET	WEIGHTS	INITIATIVES
Premium growth	• Growth in premium	• Grow gross premium to KES 21.596 billion	5	<ul style="list-style-type: none"> Market visits Lessons learnt and areas for improvement reports Portfolio analysis
	• Amount of underwriting profit	• Achieve underwriting profit of Kes 3.147 billion	1	<ul style="list-style-type: none"> Monitoring and evaluation of 2023 deliverables of revenue related initiatives
	• Produce a report on other viable options to grow reinsurance business	• 1	4	<ul style="list-style-type: none"> At least one detailed report on growing reinsurance business in key chosen markets
Underwriting profitability	• Gross Loss ratio	• Attain a GLR of 58.0%	5	<ul style="list-style-type: none"> Produce a monthly report on gross loss ratio per business line and class to inform operations managers on areas for improvement
	• Gross Commissions ratio	• Attain a GCR of 27%	5	<ul style="list-style-type: none"> Produce a monthly report on gross commission ratio per business line and class to inform operations managers on areas for improvement
Improve debt management	• Undertake a detailed in-depth analysis of the reinsurance business portfolio, providing recommendations for further improvement on country basis	• Produce 1 detailed report	6	<ul style="list-style-type: none"> Life vs Nonlife portfolio analysis per country and business line Facilitative vs treaty account analysis broken down per business line, class of business with recommendations thereof
	• Amount of debt collected at the end of the FY in Ksh million	• 3.5m	4	<ul style="list-style-type: none"> Constant follow up with allocated debtors through emails and telephone calls to collect outstanding debt
Subtotal			30	

Digitally signed by Martin Mati
Date: 2023.06.09 12:03:17
+03'00'

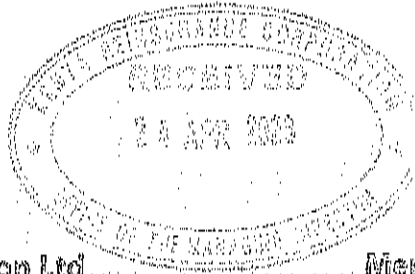


Signature

Evaluatee: _____

Evaluator: _____

Reviewer: _____



Kenya Reinsurance Corporation Ltd

Memorandum

TO : HUMAN RESOURCE MANAGER
 FROM : MANAGER - RESEARCH & DEVELOPMENT
 REF : KRC/R&D/C24/01
 DATE : 24TH APRIL 2023
 SUBJECT : REQUEST FOR A SUITABLE REPLACEMENT OF MESSRS
 THOMAS MUMINA PRIOR TO HIS RELEASE TO LIFE
 DEPARTMENT

Your letter vide reference number KRC/HR/S14/964 on transfer of Mr. Thomas Mumina from Research & Development to Life Department refers.

Considering that R&D has a broad scope of deliverables and that we are grossly understaffed, I humbly write to request that this transfer be put on hold until a suitable replacement is availed to the department. A suitable replacement would be a candidate with a quantitative background e.g., Statistics, Actuarial, Economics, Mathematics or related field and 5+ years similar experience.

Kindly consider.

Sincerely,

Martin Mati

CC: Managing Director
 General Manager - Reinsurance
 Manager - Life Business
 Thomas Mumina

AM HR
Plz inform the department.

Chikanga
25/4/23

HRM
This has already been approved by the committee.

[Signature]
25/4/23

EXHIBIT 6

From: [Martin Mati](#)
To: [Sally Waigumo](#)
Cc: [Hillary Maina Wachinga](#); [Beth Nyaga](#)
Subject: RE: RE: Request for data on business distribution
Date: Tuesday, 8 August 2023 12:42:41

Good afternoon Sally,

Just a polite reminder on the below subject

Sincerely,

Mati

From: Sally Waigumo <sally@kenyare.co.ke>
Sent: Sunday, 16 July 2023 16:37
To: Martin Mati <mati@kenyare.co.ke>
Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Beth Nyaga <nyaga@kenyare.co.ke>
Subject: RE: RE: Request for data on business distribution

Dear Martin,

This is noted, the person declined the offer. We will continue working on it.

In the meantime kindly make use of the intern we assigned to your department.

Kind regards

SALLY WAIGUMO
HUMAN RESOURCE MANAGER



Kenya Reinsurance Corporation Ltd
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk Nairobi
Telephone: +254 20 220 2250, +254 703 083 250
Email : sally@kenyare.co.ke
Website : <http://www.kenyare.co.ke>
Kenya Re is ISO 9001:2015 Certified,
Rated B (Fair) by A M Best International Rating Agency and AA+ by Global Credit Rating (GCR).

From: Martin Mati <mati@kenyare.co.ke>
Sent: Friday, July 14, 2023 12:14 AM
To: Sally Waigumo <sally@kenyare.co.ke>
Cc: Beth Nyaga <nyaga@kenyare.co.ke>; Hillary Maina Wachinga <wachinga@kenyare.co.ke>
Subject: Fwd: RE: Request for data on business distribution

Dear Sally,

I hope this email finds you. Kindly see MD's email below and give us an update. I am overwhelmed.

Sincerely,

Martin Mati

From: Hillary Maina Wachinga <wachinga@kenyare.co.ke>
Sent: Friday, July 14, 2023, 00:09
To: Martin Mati <mati@kenyare.co.ke>
Subject: RE: RE: Request for data on business distribution

Dear Martin,

Kindly liaise with Sally. We expected an experienced Asian data scientist to join your team next week but I understand she has not made up her mind yet

Regards,

Dr. Hillary Wachinga,
Managing Director.



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
16th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2400, +254 703 083 400

Email : wachinga@kenyare.co.ke

Website : <http://www.kenyare.co.ke>



50 years

Kenya Re is ISO 9001:2015 Certified,
Rated B (Fair) by A M Best International Rating Agency and AA by Global Credit Rating (GCR).

From: Martin Mati <mati@kenyare.co.ke>
Sent: Wednesday, 12 July 2023 16:51
To: Hillary Maina Wachinga <wachinga@kenyare.co.ke>
Cc: Beth Nyaga <nyaga@kenyare.co.ke>; Samuel K. Ruugia <ruugia@kenyare.co.ke>
Subject: FW: RE: Request for data on business distribution

Dear MD,

I hope you are well. As you can see we basically support all departments with analytical work. Apparently it is taking a toll on me and I humbly request for quickest possible solution for competent resourcing, kindly.

Sincerely,

Martin Mati, PhD

From: Martin Mati

Sent: Wednesday, 12 July 2023 16:44

To: Jeniffer Mutinda John <jmutinda@kenyare.co.ke>

Cc: James Gathogo Mutua <mutua@kenyare.co.ke>; Hellen Okanga <hokanga@kenyare.co.ke>;

Samuel K. Ruugia <ruugia@kenyare.co.ke>; Beth Nyaga <nyaga@kenyare.co.ke>

Subject: RE: RE: Request for data on business distribution

Jeniffer,

See attached. I would appreciate if this work could be recognised by the MD and management as it consumes most of our time to compile. You could also indicate source beneath each table or graph you adopt since it is my intellectual analysis.

Sincerely,

Martin Mati

From: Jeniffer Mutinda John <jmutinda@kenyare.co.ke>

Sent: Tuesday, 11 July 2023 12:49

To: Martin Mati <mati@kenyare.co.ke>

Cc: James Gathogo Mutua <mutua@kenyare.co.ke>; Hellen Okanga <hokanga@kenyare.co.ke>

Subject: RE: Request for data on business distribution

Dear **Martin**,

Good afternoon.

Please assist the following information to enable us prepare the Risk Board paper:

1. Macroeconomic analysis in Kenya and the Key markets of operation for Kenya Re.
2. The Impact of the Finance Act on Kenya Re directly and Indirectly(if done)
3. Distribution of business in Kenya By Class for the last 5 years.
4. Distribution of Business outside Kenya By Class and by Country for the last 5 years .
5. Comparison between the strategic business mix with the Actual for the last 2 years
6. Kenya Re's market share trend for the last 5 years in the local market
7. The strategic monitoring report of the status of achievement of the Corporation strategic plan as at June 2023 for all areas in the strategy.
8. Loss ratio per class for the last 5 years.
9. Reinsurance recoveries from the retrocession partners for the last 5 years by class

Thanks,
Regards

Jeniffer Mutinda
RISK & COMPLIANCE DEPARTMENT



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 703 063 236
Email: jmutinda@kenyare.co.ke
Website: <http://www.kenyare.co.ke>



KenyaReinsurance



@Kenya_Re



Kenya Re is ISO 9001:2015 Certified,
Rated B (Fair) by A M Best International Rating Agency and AA by Global Credit Rating (GCR).

From: Hillary Maina Wachinga <wachinga@kenyare.co.ke>
Sent: Friday, July 14, 2023 12:09:12 AM
To: Martin Mati <mati@kenyare.co.ke>
Subject: RE: RE: Request for data on business distribution

Dear Martin,

Kindly liaise with Sally. We expected an experienced Asian data scientist to join your team next week but I understand she has not made up her mind yet

Regards,

Dr. Hillary Wachinga,
Managing Director.



Kenya Reinsurance Corporation Ltd.

P.O. Box 30271 00100 Nairobi, Kenya
16th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2400, +254 703 083 400
Email : wachinga@kenyare.co.ke
Website : <http://www.kenyare.co.ke>



50 years



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9. Reinsurance recoveries from the retrocession partners for the last 5 years by class

Thanks,
Regards

Jeniffer Mutinda

RISK & COMPLIANCE DEPARTMENT



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P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

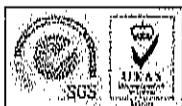
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Website : <http://www.kenyare.co.ke>



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@Kenya_Re



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Kenya Re is ISO 9001:2008 Certified

Memorandum

TO : GENERAL MANAGER – REINSURANCE OPERATIONS

FROM : RESEARCH & DEVELOPMENT OFFICER

THROUGH : MANAGER – HUMAN RESOURCE

DATE : 13TH MARCH 2023SUBJECT: REQUEST FOR TRANSFER TO REINSURANCE CORE BUSINESS

I am writing to express my interest in any reinsurance division's core business department position. As a Research Officer in the Research Department, I have gained considerable knowledge and experience in the reinsurance industry. Still, moving to the Reinsurance Core Business would offer me a unique opportunity to enhance my technical know-how further and leverage my skills more directly and effectively. This direction would ultimately be of utmost benefit to the corporation.

I want to emphasize that I am very open to continuing to support the Research Department occasionally, as needed. I believe that my experience and expertise in the department would be valuable to both teams, and I am eager to contribute to both areas of the corporation.

Some of the reasons why I am keen on exploring this opportunity include the following:

1. Enhancing my knowledge and technical know-how of the reinsurance core business:

Working in the Reinsurance Core Business would allow me to gain deeper insights and understanding of the underlying principles of the industry. Such an opportunity would be invaluable in my professional growth and development.

2. Leveraging my skills gained from the Research Department to support core business

further: The skills and knowledge I have acquired in the Research Department are highly transferable to the Reinsurance Core Business. I am confident that I can bring a fresh

Noted

 15/03/23

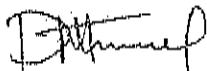


perspective to the team and enhance the efficiency and effectiveness of the team's operations.

3. **Helping the corporation meet its objectives of enhancing efficiency and technical capacity** in the analysis of quarterly bordereaux, improving efficiency in assessing risks, and setting terms and pricing: As the corporation continues to grow, it is crucial to enhance our capabilities in various areas. I believe that my skills and experience could be of great value in helping the corporation meet its objectives in these areas.
4. **Being more directly involved in business development:** I have always been keen on contributing to the growth and development of the corporation, and I believe that a role in the Reinsurance Core Business would enable me to be more directly involved in business development initiatives.
5. **Enhancing my experience with customer relations and marketing:** Interacting with customers and understanding their needs is essential to the Reinsurance Core Business. This move would allow me to enhance my experience in customer relations and marketing, which are critical skills in the industry.
6. **Desire to take up much more responsibilities within the corporation:** I am eager to take on new challenges and responsibilities. I believe a role in the Reinsurance Core Business would enable me to do so.

I look forward to hearing about any opportunities that may be available and discussing this further with you. Thank you for your time and consideration.

Sincerely,



Thomas Mumina

Research and Development Officer.

Cc: Manager – Research and Development.

Exhibit 8



Kenya Reinsurance Corporation Ltd
P.O. Box 30271 00100 Nairobi, Kenya

15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk Nairobi

Telephone: +254 20 220 2250, +254 703 083 250

Email : sally@kenyare.co.ke

Website : <http://www.kenyare.co.ke>

Kenya Re is ISO 9001:2015 Certified,

Rated B (Fair) by A M Best International Rating Agency and AA+ by Global Credit Rating (GCR).

From: Hillary Maina Wachinga <wachinga@kenyare.co.ke>

Sent: Thursday, June 29, 2023 9:38 PM

To: Sally Waigumo <sally@kenyare.co.ke>

Subject: FW: Request to Transfer Back to the Research and Development Department

This is rejected. People cannot create convenient confusion to safeguard tribal interests.

Regards,

Dr. Hillary Wachinga,
Managing Director.



Kenya Reinsurance Corporation Ltd.

P.O. Box 30271 00100 Nairobi, Kenya

16th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2400, +254 703 083 400

Email : wachinga@kenyare.co.ke

Website : <http://www.kenyare.co.ke>

50 years



Kenya Re is ISO 9001:2015 Certified,

Rated B (Fair) by A M Best International Rating Agency and AA by Global Credit Rating (GCR).

From: Thomas Mumina Ndunda <ndunda@kenyare.co.ke>

Sent: Thursday, 29 June 2023 16:58

To: Hillary Maina Wachinga <wachinga@kenyare.co.ke>

Subject: Fw: Request to Transfer Back to the Research and Development Department

Dear MD,

Please see below as discussed for consideration kindly.

Kind Regards,

THOMAS MUMINA

LIFE DEPARTMENT



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100, Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

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Direct: +254 703 083 321

Email : ndunda@kenyare.co.ke

Website : <http://www.kenyare.co.ke>



KenyaReinsurance



@Kenya_Re



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From: Thomas Mumina Ndunda

Sent: 28 June 2023 12:29 PM

To: Beth Nyaga <nyaga@kenyare.co.ke>

Subject: Request to Transfer Back to the Research and Development Department

Dear Beth,

I hope this email finds you well.

Following our conversations regarding my current position in Life department, I am writing to request a transfer back to Research and Development Department.

Upon joining the Life Department and immersing myself in its operations for the past two months, I have engaged in deep self-reflection and evaluated my long-term goals. Through

this introspection, I have come to a profound realization that my true passion and expertise align more closely with the Research and Development Department.

In the last two months, I have been involved in various projects and responsibilities that have served as indicators reinforcing my desire to contribute to the Research and Development Department. Allow me to share the highlights of my projects and recent experiences:

1. **Nomination as the Innovations Team Lead:** Recently, I was honoured with the nomination to lead the Innovation Team. This recognition speaks to my passion for driving innovation and my ability to inspire a team to pursue groundbreaking ideas and technologies. It is a responsibility that I hold in high regard and one that I am truly excited about. This recognition not only underscores my commitment to driving innovation but also highlights the potential impact I can make in leading and supporting innovative projects across the organization.
2. **Embracing innovation and technology:** With the recent change in top management, there has been a renewed focus on embracing innovation and technology to enhance our company's operations. This strategic shift aligns perfectly with my passion for driving advancements through research and development, making my skills and expertise an invaluable asset to the Research and Development Department.
3. **Automation of individual performance/BSC:** I have been actively exploring ways to automate individual performance tracking and Balanced Scorecard evaluation. This project has reinforced my belief in the power of technology to improve accuracy and efficiency, further validating my inclination towards the Research and Development Department.
4. **Development of a credit rating score dashboard:** As part of my recent innovations, I am working on the development of a credit rating score dashboard for cedants and brokers. This endeavour allows me to leverage my analytical skills and collaborate with cross-functional teams to create a powerful tool that enables data-driven decision-making and strengthens our business relationships.
5. **Research on markets for Life business and property department:** I have dedicated significant time and effort to conducting thorough market research, focusing on both the Life business and the property department. This research will provide valuable insights into emerging trends and growth opportunities, reaffirming the importance of research and analysis in driving strategic decision-making.
6. **Leveraging AI to improve operations:** One of my key undertakings as part of the Innovation team has been researching and exploring how artificial intelligence (AI) can enhance our operations, particularly in underwriting and claims processing. This research has allowed me to envision innovative solutions and highlight the potential of AI technologies in driving efficiency and improving customer experiences.

7. Creating a database for life business Bordereaux: I have actively contributed to the creation of a comprehensive database for life business Bordereaux, enabling streamlined data management and enhanced reporting capabilities. This project has further showcased my attention to detail and my ability to develop efficient systems for data organization and analysis.

8. Automation of Retro processing through SICS: I have been actively exploring way to automate Retro recovery processing through the SICS system. This endeavour has exemplified my technical skills and demonstrated my ability to optimize processes through automation.

Through my self-reflection and experiences in the Life Department, it has become abundantly clear that my true calling lies within the Research and Development Department. By returning to this department, I will be able to channel my passion, leadership capabilities, and expertise in innovation towards driving groundbreaking projects and making a substantial impact on the organization.

I kindly request your support and understanding in facilitating my transfer back to the Research and Development Department. I am confident that this move will not only align my professional aspirations with the department's objectives but also maximize the value I can contribute to the organization as a whole.

Thank you for considering my request. I am available to discuss this matter further and address any questions or concerns you may have. I am eager to embark on this next phase of my professional journey and continue making significant contributions to our organization's innovative initiatives.

Thank you for your attention, and I look forward to your favourable response.

Sincerely,

THOMAS MUMINA

LIFE DEPARTMENT



Kenya Reinsurance Corporation Ltd.

P.O. Box 30271 00100, Nairobi, Kenya

15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

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From: [Martin Mati](#)
To: [Michael Mbeshi](#)
Cc: [Hillary Maina Wachinga](#); [Sally Waigumo](#); [Consolata Kihara](#); [Beth Nyaga](#)
Subject: Re: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT
Date: Tuesday, 25 July 2023 17:32:23
Attachments: [image009.png](#)

Thanks Michael for the information

Good evening Sally,

The outcome of the meeting between GMP and yourself refers. Could you please clarify which other department within the Corporation has the manager in a different floor from the rest of the staff within the department? I earlier accepted to move but on reconsideration that we get a space for the staff and myself. Kindly organize us in a section where we can work as a team with proper coordination.

Further, I request that you allow me ample time, I am nursing my mother, to consult with my immediate supervisor and MD's office before this move is effected. We need to engage more on this matter.

Sincerely,

Martin Mati

From: Michael Mbeshi <mbeshi@kenyare.co.ke>
Sent: Tuesday, July 25, 2023 5:12:48 PM
To: Martin Mati <mati@kenyare.co.ke>
Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>; Consolata Kihara <kihara@kenyare.co.ke>
Subject: RE: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Dear Martin,

We have had a meeting with the Human Resource Manager and noted that the movement should not affect coordination and supervision of staff in view of the earlier sitting arrangement of the staff in the department.

The Manager, Administration, Health and Safety copied in this mail is requested to facilitate the movement.

Best Regards,

Michael Mbeshi
General Manager (Property & Administration)



Kenya Reinsurance Corporation Ltd.
P.O. Box 30271 00100 Nairobi, Kenya
15th Floor, Reinsurance Plaza, Taifa Road, Aga Khan Walk, Nairobi.

Telephone: +254 20 220 2000, +254 703 083 350

Email : mbeshi@kenyare.co.ke

Website : <http://www.kenyare.co.ke>



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@Kenya_Re



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From: Martin Mati <mati@kenyare.co.ke>

Sent: Monday, July 24, 2023 8:29 PM

To: Michael Mbeshi <mbeshi@kenyare.co.ke>

Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>

Subject: Re: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Good evening Michael,

The contents of your email below refers. I am temporarily out of the office on 2 days leave, got a parent who is unwell. I will resume work on Wednesday.

I would have appreciated if the move was discussed directly with me or through my immediate supervisor prior to the decision being made so that I could give my personal views.

I have no objection to move to 14th floor. I suggest you source for adequate space for a move of the staff under me and myself. This way, we will have ease in work coordination and supervision. Kindly make arrangements for this request.

Sincerely,

Martin Mati

From: Michael Mbeshi <mbeshi@kenyare.co.ke>

Sent: Monday, July 24, 2023, 20:08

To: Martin Mati <mati@kenyare.co.ke>

Cc: Hillary Maina Wachinga <wachinga@kenyare.co.ke>; Sally Waigumo <sally@kenyare.co.ke>

Subject: RELOCATION OF OFFICE OF MANAGER RESEARCH AND DEVELOPMENT

Dear Martin,

Kindly note that management in the Production Meeting decided to relocate the office of Manager, Research and Development from its current position to an office on 14th floor.

This is to make way for a meeting room on 15th floor.

We plan to make the movement tomorrow 25th July 2023.

Best Regards,

Michael Mbeshi
General Manager (Property & Administration)



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Email : mbeshi@kenyare.co.ke

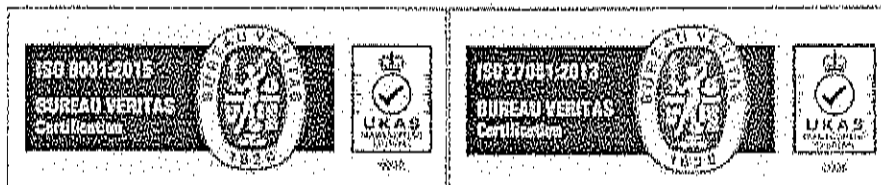
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FRONTING PARTNERSHIPS

During the Finance & Strategy board committee held on 25th July 2023, the following subject matters were discussed and approved by the committee;

- 1) Specialist desk to handle specialist product lines such as cyber risks, bankers blanket covers, environmental pollution cover;
- 2) Approval to undertake fronting business of upto Ksh 500 million per annum. Kenya Re expects to earn a fronting fee of between 2.5% to 10% of the total business fronted.

DEFINITION OF TERMS

- a) **Pure-play fronting** is when the risk is completely passed through from the balance sheet of the commercial insurance company. This means that they have an agreement wherein they are not liable to pay any claims regardless of adverse events which may be faced by the insured. Since there is no risk involved for the insurance company in such cases, they tend to take over pretty much any risk just for a nominal fee.
- b) **Pro-rata fronting** - In such cases, fronting insurance companies may be required to pay a certain percentage of the claim. However, the risk percentage is very minimal i.e. around 2.5% to 10%, and the majority of the risk is still carried on the books of the captive reinsurance company. Hence, in such cases, the fronting company is indeed undertaking a risk on its balance sheet.
- c) A reinsurance captive is a special-purpose insurer that operates only on a fronted basis, assuming risk from a ceding company

CRITICAL CONCERNS, THAT THE BOARD SHOULD RECONSIDER THIS APPROVAL

- Kenya Re has a previous undesirable experience of fronting at the West Africa subsidiary and which informed the decision from a strategic perspective to reduce it to not more than 5% of the total Gross Written Premium.
 - The subsidiary used pro-rata fronting, which technically implied that we held some portion of the risks reinsured;
 - The risks fronted on pro-rata basis were purely medical, which is one of the worst loss-making classes in the globe;
 - The immediate former regional manager, Herve Hallou, was involved in a conflict of interest where he had interest in a local brokerage firm in Abidjan. The firm was paid commission fees and which put the Corporation at a financial loss in the process;
- Fronted premium is treated as a retrocession cost and this presents the following bottlenecks;
 - It inflates the retrocession cost and which negatively affects the retrocession recoveries. Rating agencies critically examine the rate of recoveries and this has adverse effects on credit rating
 - Fronted business lowers net earned premium since it is a deductible from the Gross Written Premium. Since Net Earned Premium is the denominator for calculating loss, commission and management expense ratio, when it reduces, then these ratios are likely to shoot and portray an underwriting loss. This will consequently attract a penalty from credit rating agencies, especially when underwriting performance deteriorates
- Fronted business increases topline Gross Written Premium. This consequently leads to more taxes in jurisdictions where some taxes and levies are pegged on turnover
- Fronting is prone to fraud through financial embezzlement by part of the group companies
- Fronting is expensive due to involvement of a third party, the captive reinsurer
- The GoK may accuse Kenya Re of being an agent of overseas reinsurance since most A rated securities are domiciled outside Africa. The Good will with the government and regulator might be significantly dented;

- Fronting purely defeats the purposes of containing capital flight, which is the one the reasons Kenya Re was formed
- Kenya Re combined facultative premium for local and international business combined has never reached Ksh 1 Bn mark. To earn the projected commissions of Ksh 500 Mn per annum, Kenya Re would need to front business of not less than Ksh 7 Bn, assuming a conservative commission rate of 7.5%

WHAT IS THE BEST SOLUTION TO THIS ISSUE

- Kenya Re should instead introduce a **Facultative Retro Outward** product. This way, Kenya Re will be able to source for business on facultative, undertake risk assessment and accept based on loss and underwriting experience. The Corporation will retain a portion of the business and cede the balance to reinsurers within the region
- Kenya Re to increase its reinsurance capacity from current Ksh 2 bn to Ksh 4 Bn to be able to operationalise bullet (1)
- Process and settle supported claims timely, if possible, be the fastest in the market
- Process cash call claims for profitable portfolios with 2 working days to foster confidence in the local market
- Enhance staff welfare e.g. entertainment of cedants/brokers for branches, lunches, dinner etc could be capped at say Ksh 2 mn per annum and a credit card with say a monthly limited of Ksh 150,000 be issued to the production managers. For control purposes, prior approval to use the card should be sought from the General Manager. This is to ensure that staff are not inconvenienced by being requested to entertain clients and claim the incurred expenses.

From: Martin Mati
To: "James Kirika"
Subject: RE: Write up on Fronted business
Date: Monday, 7 August 2023 16:39:59

Additional points to consider:

1. **Inadequate underwriting expertise** -if the reinsurer has limited knowledge about the special risk being fronted, there is a high likelihood of the reinsurer falling short of the requisite underwriting expertise to properly assess the risks involved. This could lead to mispricing of risks, resulting in potential financial losses for the reinsurer.
2. **Reputational loss** -If the fronted special risks result in underwriting losses, it can most likely damage the reinsurer's reputation. The fact that the reinsurer might have limited understanding of the underwriting aspects of the risks might poorly reflect on the reinsurer's capabilities and risk management practices thereof.
3. **Inadequate reserves** – Inaccurate assessment of the risks could lead to insufficient reserves being set aside by the reinsurer to cover potential future claims. This could result into financial instability and difficult in meeting claims obligations.
4. **Legal and regulatory challenges** -fronting arrangements are subject to legal and regulatory requirements and these might vary from jurisdiction to another. Limited understanding of the special risks could lead to non-compliance with these regulations, resulting into financial penalty from the regulator or even legal redress.
5. **Strain on resources** -Inadequate knowledge about the special risks could lead to a strain on the reinsurer's resources, as they may need to allocate additional time and finances to properly understand and manage the subject risks. This allocation of resources could impact the reinsurer's ability to effectively manage their overall reinsurance portfolio.
6. **Potential for adverse selection** – Cedants might be motivated to front risks with the reinsurer that are more likely to result into claims, while retaining less risky business on their own balance sheets. This could lead to adverse selection, where the reinsurer ends up with a portfolio skewed towards higher risk policies.

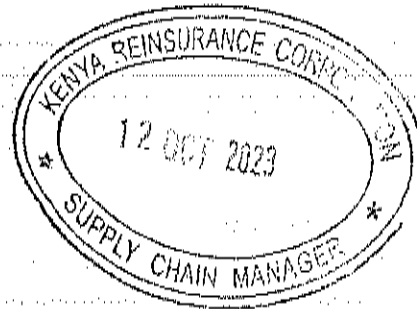
Thank you for your audience, appreciated.

Mati, PhD

From: Martin Mati
Sent: Monday, 7 August 2023 15:10
To: james kirika <kirikaj7@gmail.com>
Subject: Write up on Fronted business

Good afternoon Director,

As earlier discussed, find attached the write up.



Dr Hillary Wachiga
Managing Director
Kenya Reinsurance Corporation Limited
16th Floor, Reinsurance Plaza, along Aga Khan Walk & Talfa Road
PO Box 30271-00100
Nairobi, Kenya

3 October 2023

Dear Sir,

**Subject: Request for variation of contract for the provision of forensic examination services
KRC/2023/140**

We make reference to your Request for Proposals ("RfP") dated 30 May 2023, our Proposal dated 08 June 2023 ("our Proposal"), our letter dated 05 July 2023 following negotiations between Kenya Reinsurance Corporation Limited ("Kenya Re") and PricewaterhouseCoopers Limited ("PwC", "We", "Ourselves"), our letter following the second round of negotiations dated 06 July 2023 and the contract dated 01 August 2023 between Kenya Re and ourselves. We also make reference to the discussion held with you on 28 September 2023 where we presented to you, our draft findings.

As we had noted in our Proposal, the envisaged scope of the forensic examination was wide and undefined as at the time of our Proposal. As such, our Proposal was limited to work that could be done within an eight-week period. Following negotiations with Kenya Re in July, this period was reduced to seven weeks. Additionally, the maximum number of devices/systems to be imaged was reduced from ten to seven.

We have so far invested nine weeks in the forensic engagement and have made significant progress in interrogating Kenya Re's concerns. Additionally, and as you requested, we have so far imaged and processed 16 devices i.e., nine more than covered in our contract. Despite this additional time and work already invested and as we had anticipated, further work remains before we can conclude on all the various matters of concern.

According to the contract, the project deliverables included a single draft report followed by a final report. However, for the reasons discussed with you on 28 September 2023, it would be in Kenya Re's interest if there are multiple stand-alone reports, at least on certain key matters.

As an immediate next step, we discussed and agreed on some further work that would be required in order for us to prepare individual reports that would assist Kenya Re in taking the next steps. These matters include;

1. Procurement of Oracle Audit Vault

- Conduct further computer forensics analysis;
- Assess the individuals that bear responsibility for identified anomalies;
- Conduct a close out meeting with relevant individuals;

PricewaterhouseCoopers Limited, PwC Tower, Waiyaki Way/Chiromo Road, Westlands
P O Box 43963 - 00100 Nairobi, Kenya
T: +254 (20)285 5000 F: +254 (20)285 5001 www.pwc.com/ke

Directors: J Aroi L AkIndete* U Akpata* S Chenuyoi J Kabochi E Kerich B Kimachi M Mugasa T Mukera A Murage A Muriithi F Mutu S Mutinda P Ngahu B Ngunjiri R Njoroge S O Norbert's O Nyambogo S Okello B Okundi I Otalo K Saiti G Shah M Tholthi S Vikram G Wera (* Nigerian)

CS (Supply chain)
Kmolly hande



- Draft a stand-alone report including the loss incurred due to identified improprieties and the individuals responsible.
- 2. Procurement of Research and Development Services
 - Undertake an interview with the specific vendor;
 - Analyse the end-to-end procurement process of Promin in 2019 and 2021;
 - Assess the value for money including feedback that was provided from the work done by the vendor;
 - Draft a stand-alone report including the identified improprieties, process gaps that facilitated the fraud and the individuals culpable.
- 3. Procurement of Plumbing Services
 - Draft a stand-alone report including the identified improprieties, process gaps, the loss incurred and the individuals culpable;
 - Provide recommendations on the next steps Kenya Re may consider taking in relation to the ongoing contract with the plumbing contractor to recover the loss incurred.
- 4. Review of gratuity payments to Mr Jadhah Mwarania ("Mr Mwarania"), the former Managing Director
 - Draft a stand-alone report including the identified improprieties, process gaps, the loss incurred and the individuals responsible.

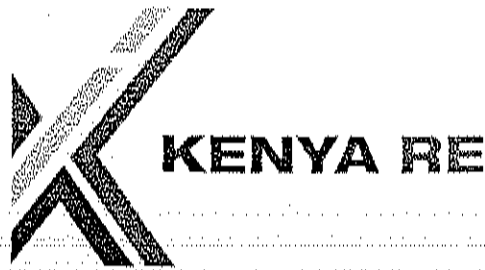
The total cost for computer forensic analysis of the 9 additional laptops, additional time spent on the assignment and estimated costs for the further work outlined above is KES 9,294,419. However, we request for a contract variation amounting to KES 7,373,724, 25% of the initial contract sum of KES 29,494,899, in line with clause 16 of the initial contract and Section 139 of Public Procurement and Asset Disposal Act ("PPADA") 2015.

In addition to the stand-alone reports on the select key issues above, we will conclude and present our findings to the Board as per our contract dated 01 August 2023 within an estimated timeline of two weeks. Conclusion of the above listed matters is subject to provision of the relevant information by Kenya Re and availability of interviewees.

We appreciate your consideration and look forward to our continued working with you.

Yours faithfully,
For: PricewaterhouseCoopers Limited

George Weri
George Weri
Director



KENYA REINSURANCE CORPORATION LTD

TENDER DOCUMENT FOR

REQUEST FOR PROPOSAL FOR FORENSIC AUDIT EXAMINATION

TENDER NO. KRC/2023/140

SUBMISSION DEADLINE – 8TH JUNE 2023 at 10.00 AM.

AT THE 16TH FLOOR, Reinsurance Plaza, along Aga Khan Walk & Taifa

Road P.O.BOX 30271-00100

TEL: +254 703 083 000

Nairobi, Kenya

E-mail: procurement@kenyare.co.ke

Website: www.kenyare.co.ke

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Date: MARCH 2023

Reference No.: KRC/2023/140

Name of Assignment: FORENSIC EXAMINATION OF KENYA REINSURANCE CORPORATION OPERATIONS

TO:

Dear bidder,

1. The **Kenya Reinsurance Corporation Limited** has set aside funds in its budget toward the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services (here in after called "the services"): **Forensic examination of Kenya Reinsurance Corporation**. More details on the Services are provided in Section 8 Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to all qualified Consulting Firms:
4. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
5. It is not permissible to transfer this RFP to any other firm.
6. A firm will be selected under **Quality and Cost Based Selection (QCBS)** method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
7. The: Section 1: Letter of Request for Proposals
Section 2: Instructions to Consultants and Data Sheet Section 3: Technical Proposal Standard Forms
Section 4: Financial Proposal Standard Forms Section 5: Terms of Reference
Section 6: Standard Forms of Contract (Lump-Sum)
8. Please inform us in writing at the address below or by E-mail procurement@kenyare.co.ke
 - a) That you have received this Request for Proposals; and
 - b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.
10. Yours sincerely,

Managing Director

Kenya Reinsurance Corporation, Ltd

Reinsurance Plaza, along Aga Khan Walk & Taifa Road, Nairobi, Kenya

P.O. Box 30271 – 00100 NAIROBI

Telephone: +254 703 083 000,

Kenyare@kenyare.co.ke

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that issued to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) "Government" means the Government of the Republic of Kenya.
- j) "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government

of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

- r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:
 - i) *Conflicting Activities*
Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - ii) *Conflicting Assignments*
Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.
 - (iii) *Conflicting Relationships*
Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-

consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public

Officers are also not allowed to participate in any procurement proceedings.

- 6.5 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRRA www.ppra.go.ke.
 - b) Prohibitions-Firms and individuals of a country or goods in a country may be ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-owned Enterprises-Government owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
 - d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.
- 6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such

Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals--Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The

number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

- 18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE..... (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:
- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
- i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
 - ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
 - iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and
- 18.3 The inner envelopes or packages or containers shall:
- i) Bear the name and address of the Procuring Entity.
 - ii) Bear the name and address of the Firm; and
 - iii) Bear the name and Reference number of the Assignment.
- 18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.
- 18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
 - g) Key Experts are from eligible countries.
 - h) Key Experts do not appear in more than one proposal, if so required.
 - i) A short-listed firm has not participated in more than one proposal, if so required.
 - j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
 - k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
 - l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
 - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
 - n) The Consultant, its sub-consultants and experts have no conflicts of interest.
- 22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum

qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount; or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that

indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
 - ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

- 32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

- 32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.
- 32.9 In the case of a *Time-Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

SECTION 2 (B). DATA SHEET

A. General Provisions	
Reference to ITC Clause	
1(K)	Electronic procurement system be used (a) Yes _____ No X
2.1	Name of the Procuring Entity: Kenya Reinsurance Corporation Limited The consultant selection method is: Quality and Cost Based Selection (QCBS)
2.2	Financial proposal to be submitted together with Technical Proposal in SEPARATE ENVELOPES : Yes _____ X _____ No _____
2.3	A pre-proposal conference will be held: Yes _____ No X
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A
6.2	Maximum number of members in the Joint Venture(JV) shall be: N/A
6.6(a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1 st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence AND 2 nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: Yes _____ No X
12.1	Proposal must remain valid for 120 days after the proposal submission deadline.
13.1	Clarifications may be requested no later than 3 days prior to the submission deadline The contact information for requesting clarifications is: +254 703 083 000 E-mail: procurement@kenyare.co.ke
14(d)	Key Experts shall not appear in more than one proposal Yes X _____ No _____
16.2	A price adjustment provision applies to remuneration rates: Yes _____ No _____

	<u> X </u>
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in the following currency: KENYA SHILLINGS Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies The Financial Proposal should state local costs in Kenya Shillings: Yes <u> X </u> No <u> </u>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their proposals electronically: Yes <u> </u> No <u> X </u>
17.5	The Consultant must submit Technical and Financial proposal in a PDF format and on SEPARATE ENVELOPES
18.5	The Proposals must be submitted no later than: Date: 8TH JUNE 2023 Time: 10.00 East African Time The Proposal address is : At the 16TH FLOOR, Reinsurance Plaza, along Aga Khan Walk & Taifa Road P.O.BOX 30271-00100 TEL: +254 703 083 000 Nairobi, Kenya
20.1	An online option of the opening of the Technical Proposal is offered: Yes <u> </u> No <u> X </u>
22.1	Other eligibility and mandatory criteria shall be: Refer to evaluation criteria.
22.2	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposal; Refer to the evaluation criteria

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.

h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from (specify website) during the procurement process and the execution of any resulting contract.

i) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

j) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 29.3 and 29.4 may lead to the termination of Contract negotiations.

k) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

l) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain, Yours sincerely,

Authorized Signature (In full and initials): Name and Title of Signatory:

Name of Consultant (company's name or JV's name):

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

2 · CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____ [Name of Procuring Entity] for: [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____ Title _____ Date _____
[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no.33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or

- iii) recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iv) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - v) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - vi) "obstructive practice" is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 3 years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N ^o of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i>):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

3 FORMTECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

(Improvements to the Terms of Reference, if any)

B - On Counterpart Staff and Facilities

(Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any)

4 FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

(The structure of your Technical Proposal):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing)
 - i) Technical Approach and Methodology. *(Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.)*
 - ii) Work Plan. *(Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.)*
 - iii) Organization and Staffing. *(Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.)*

5 FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-...)	Months												TOTAL		
		1	2	3	4	5	6	7	8	9	n				
D-1	{e.g., Deliverable #1: Report A															
	1) data collection															
	2) drafting															
	3) inception report															
	4) incorporating comments															
	5)															
	6) delivery of final report to Procuring Entity}															
D-2	{e.g., Deliverable #2:.....}															
N																

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

6. FORM T ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/months) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position	D-1	D-2	D-3	D-...	Home	Field	Total		
KEY EXPERTS												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [2 month] [Field] [0.5 m]	[1.0] [2.5]	[1.0] [0]							
K-2												
K-3												
N												
										Subtotal		
NON-KEY												
N-1			[Home] [Field]									
N-2												
N												
										Subtotal		
										Total		

- For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
 - Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the expert in Kenya or any other country outside the expert's country of residence.
- Full time input. Part time input

7. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2011-present}	{e.g., Ministry of advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager}		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- which the Expert will be involved) in	
5	

Expert's contact information (e-mail.....)

phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

{day / month/year}

Name of Expert _____ Signature _____ Date _____

{day / month/year}

Name of authorized _____ Signature _____ Date _____

Representative of the Consultant (the same who signs the Proposal

8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

- a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

- b) CR12
- c) Valid and current Tax Compliance Certificate (verifiable through KRA's TCC checker)
- d) Bid Bond
- e) Dully filled, signed and stamped Certificate of Independent Proposal Determination
- f) Dully filled, signed and stamped Self Declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 (SD1)
- g) Dully filled, signed and stamped self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (SD2)
- h) Dully filled, signed and stamped declaration and commitment to the Code of Ethics

FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for (Insert tender title/description) for (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident of
..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... *(insert name of the Company)* who is a Bidder in respect of **Tender No.**
..... for *(insert tender title/description)*
for *(insert name of the Procuring entity)* and duly authorized and
competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/ or agents of..... *(insert name of the*
Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement
to any member of the Board, Management, Staff and/or employees and/or agents
of..... *(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other
bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of **(Name of the Business/Company/Firm)**

..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone..... E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM (r 46 and 155(2))

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we--(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: Capacity / title (director or partner or sole proprietor, etc.) Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer] Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

(Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.)

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

.....(Location, Date)
To:[Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of.....{Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is.....{Insert currency} {Insert amount in words and figures}.
{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

Signature..... (of Consultant's authorized representative) {In full and initials}: Full name: {insert full name of authorized representative} Title:{insert title/position of authorized representative}

Name of Consultant..... (company's name or JV's name): Capacity:{insert the person's capacity to sign for the Consultant} Physical Address:{insert the authorized representative's address}

Phone:{insert the authorized representative's phone and fax number, if applicable} Email:{insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form.FIN-1}				

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration								
No	Name	Position (as in TECH- 6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN- 2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
			[Field]					
N-2								
Total Costs								

SECTION 5. TERMS OF REFERENCE

TERMS OF REFERENCE FOR FORENSIC EXAMINATION OF VARIOUS CRITICAL OPERATIONS

5.1 KENYA REINSURANCE CORPORATION LIMITED BACKGROUND INFORMATION

The Kenya Reinsurance Corporation is a quasi-government state corporation which operates in a complex environment with ever increasing competition, greater accountability and even higher quality standards of service delivery which are placing more pressure on resources.

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.

In June 2022, AM Best affirmed the Financial Strength Rating of **B (Fair)** and the Long-Term Issuer Credit Rating of **"bb+"** of Kenya Reinsurance Corporation Limited (Kenya Re) (Kenya). The outlook of these Credit Ratings (ratings) is **stable**.

GCR Ratings ("GCR") has affirmed Kenya Reinsurance Corporation Limited's ("Kenya Re") national scale financial strength rating of **AA+(KE)**, with a Stable Outlook. Furthermore, Kenya Re's international scale financial strength rating has been lowered to **B**, from **B+** on country risks revisions, with a **Stable** outlook. The Kenya Re is also ISO 9001:2015 certified and ISO 27001:2017.

5.2 TERMS OF REFERENCE

The successful consultant hereby agrees to provide the Services on behalf of and to the satisfaction of the Corporation.

5.2.1 Objective

The aim of engaging a consultant is to conduct forensic examination of the Corporation's critical operations over the last 5 years to:

- (a) Assess whether funds for projects are used for the purposes intended and that the Corporation derived value for money in its contracts.
- (b) Establish whether economy, efficiency and effectiveness has been achieved in the procurement process consistent with transparency as envisaged in the Public Procurement and Disposal Act (2015) and the Corporation's policies.
- (c) Identify and investigate material misstatements, and other irregularities in key processes of the Corporation such as financial reporting, property operations, claims management, reinsurance premium receivables, management of investments, acquisition and utilization of ICT assets, HR and supply chain operations, etc.

- (d) Validate whether assets are used for the purpose they were acquired for.
- (e) Where irregularities are noted, identify the responsible officers and quantify the loss or impact to the Corporation.

5.2.2 Project approach

The consultant:

- Shall conduct interviews and use any other suitable means to understand Corporation's systems and processes.
- Will utilize the latest available technology or specialized systems to image relevant computers, interrogate relevant systems, download and analyse the relevant electronic data.
- Will identify systems and internal control deficiencies (if any) giving rise to identified irregularities.
- Engage with the relevant person/s as determined by investigations.
- Compile evidence file/s supporting the investigation reports.

5.2.3 Scope

The scope of the Forensic Audit includes the following and any additional areas that the Consultant might consider necessary during the review:

a) Procurement of goods, services and works

1. Assess whether procurement has been done in a manner that achieves economy, efficiency and effectiveness and as envisaged in the Public Procurement and Disposal Act (2015) and the Corporation's policies.
2. Identify possible malpractices in the procurement processes.

b) Contract and project management (Property, consultancies, continuous services)

1. Determine if delivery of key projects is in line with the contract terms i.e. all deliverables are delivered to the Corporation in the desired manner.
3. Identify expenditures which have been made but are not eligible e.g. through inadequate justification for variation of contracts to expand scope or inadequately justified.
4. Conduct physical on-site verification of assets to ascertain that the assets in place conform to the original contract / tender / BQ requirements. In addition, verify whether any payments were made before actual receipts of goods and services.
5. For extended contracts / projects, assess the adequacy of the justifications.
6. Examine whether the transaction prices or value are unduly inflated and whether payments were made for substandard goods/equipment instead of intended product.

7. Ascertain that all recommendations for payments are supported by verifiable work done especially for services.

c) ICT projects and infrastructure

1. Undertake value for money audits for major IT projects to establish degree of utilisation vis a vis costs incurred to acquire and maintain these systems.
2. Where suspect investments and payments are noted, investigate these with a view to establishing if there was any irregularity.
3. Interrogate the Corporation's IT systems specifically the core reinsurance system and other financial processing systems for audit trail authenticity and possible unauthorised activity in databases.

d) Key financial processes

1. Review and analyse potential red flags that may indicate inappropriate financial reporting practices leading to possible financial misrepresentation.
2. Identify actual and potential cash leakages in key processes such as Claims processing, receivables management, investment and mortgage management etc.
3. Conduct verifications which should be extended to third party checks (e.g. with suppliers, cedants, brokers etc) to confirm eligibility and validity of expenditure, income recognised and other key aspects in the financial systems.
4. Verify that all entries in the payroll are valid and aligned to staff inventory by Human Resource department, employment contract terms and that recovery for all staff advances are made in a timely, consistent and accurate manner.

5.2.4 Deliverables

The consultant shall provide a factual findings report highlighting:

- (i) A summary of identified malpractices in the respective areas reviewed.
- (ii) A preliminary quantification of the financial exposure or losses arising from the identified anomalies.
- (iii) Process and IT systems gap that may expose the Corporation to fraud risks and that may have contributed to the highlighted financial exposure.
- (iv) Recommendations on the improvements to put in place to address the gaps.
- (v) Recommendations on further in-depth investigation into questionable transactions and matters.

The report will be delivered in 3 phases as follows:

- (i) Inception Report containing the approach and work-plan
- (ii) Draft Report which upon review by the Corporation,
- (iii) the consultant shall submit a Final Report.

5.3 EVALUATION CRITERIA

The Corporation is interested in dealing with firms that have and can provide proof of expertise and capacity in such projects and be compliant with best practice.

To demonstrate that the firm can undertake this assignment, the interested firms (which should not have either real or an apparent conflict of interest) must provide the following:

(NB: The Technical and Financial proposals will be submitted in separate envelopes).

1.	Certificate of Registration/Incorporation	Required
2.	Valid tax compliance	Required
3.	Dully filled, signed, and stamped Certificate of Independent Proposal Determination (Page 21)	Required
4.	Dully filled, signed, and stamped self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal ACT 2015. (FORM SD1) (Page 31)	Required
5.	Dully filled, signed, and stamped self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (FORM SD2) (Page 32)	Required
6.	Dully filled, signed, and stamped declaration and commitment to the Code of Ethics (Page 33)	Required

TECHNICAL EVALUATION

1.	<p>Team qualifications and skills</p> <p>a) Team leader demonstrated practical experience in the field of investigation and forensic audit (1 marks for each year to a maximum of 15 marks)</p> <p>b) Specialized skills in (re)/insurance, accounting, auditing, IT auditing, finance, quantitative methods, certain areas of the law, research, and investigative skills etc (2 marks for each to a maximum of 10 marks)</p> <p>c) Certification from the Association of Certified Fraud Examiners (ACFE) or its equivalent (3 marks)</p> <p>d) Certification in other areas e.g. CPA, Internal audit, CFA and other financial related certification (2 marks maximum)</p>	30
2.	<p>Experience of the firm</p> <p>a) Provide Number of years' experience in forensic auditing (1 marks for each year to a maximum of 5 marks)</p> <p>b) Provide references of similar work done and the period it was undertaken (in the past 10 years), in relevant company's letter heads (3 marks for each year to a maximum of 15 marks)</p>	20
3.	<p>Availability</p> <p>a) Ability of the firm to commence with the project immediately upon appointment / contracting (calendar days)</p> <ul style="list-style-type: none"> ▪ <15 days (10 mks) 	10

	<ul style="list-style-type: none"> ▪ 15-30 days (7 mks) ▪ >30 days (4 mks) 	
4.	Methodology a) Detailed methodology, excellent understanding of scope and alignment to suitable international benchmarks / practices – (7 mks) b) Timelines : Shorter timelines covering the full scope to get more marks (maximum 3 mks)	10
5.	Total marks	70

The pass mark for the technical proposal will be **49** marks out of **70** maximum marks in order to qualify for financial evaluation. Technical proposal carries a weighting of **70** marks and financial proposals carries a weighting of **30** marks.

	Dully filed, signed and stamped Financial Proposal Submission Form (Page 36) - and Duly sign and stamped Summary Of Costs (Page 37) Please note both, this should be in the financial bid	Required
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------

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

5.4 Technical/financial evaluation criteria

Technical proposal will carry a weighting of 70% and financial proposals will have a weighting of 30% of the total marks. The formula in determining the financial score is as follows: - (The single currency for the price conversion is Kenya shillings)

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

$$SF = \text{Financial Score}$$

$$FM = \text{Lowest Financial Proposal}$$

$$F = \text{Financial Proposal under consideration.}$$

The lowest bid will be given maximum financial score.

5.5 Combined financial and technical score

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

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

Where

$$S_t = \text{Technical Score}$$

$$T = \text{Technical Weighting}$$

$$S_r = \text{Financial Score}$$

$$P = \text{Financial Weighting}$$

$$S = \text{Combined Financial and Technical Score}$$

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity is paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract Consulting Services for:

Contract No.: _____

Contract Description: _____

Between

_____ [Name of the
Procuring Entity]

and

_____ [Name of the
Consultant]

Date:

FORM OF CONTRACT - LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (herein after called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Consultant] (herein after called the "Consultant").

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (herein after called the "Consultant").]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services");
 - b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
 - c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
- NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
 - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of[Name of Procuring Entity] [Authorized Representative of the Procuring Entity--name, title and signature]

For and on behalf of..... [Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant--name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... [Insert the Name of the Joint Venture] [Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

I. Definitions

- a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c) "Consultant" means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- d) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- f) "Day" means a working day unless indicated otherwise.
- g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- i) "Foreign Currency" means any currency other than the currency of Kenya.
- j) "GCC" mean these General Conditions of Contract.
- k) "Government" means the government of Kenya.
- l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- n) "Local Currency" means the Kenya Shillings, the currency of Kenya.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- p) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8. Authority of Member in Charge

8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

10.2 **Commissions and Fees**-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect

- to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13 Commencement of Services

- 13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

- 14.1 Unless terminated earlier pursuant to Clause GCC19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

- 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

- 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure

a. Definition

- 17.1 For the purposes of this Contract, "Force Majeure" means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- a) 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.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18 Suspension

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Entity

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its

members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;

- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d If, as the 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) calendar days;
- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.
- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the 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) calendar days.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

e. Payment up on Termination

19.1.6 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and
- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1,

reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

16. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

21.1 The Consultant shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such

responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, inter alia, that acts intended to materially impede

the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the Procuring Entity in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30 Replacement of Key Experts

30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 - Removal of Experts or Sub-consultants

- 31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:
- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.
 - d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- 32.2 Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

32.3

- 32.4 Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

- 33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

- 34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the

Services, 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35 Services, Facilities and Property of the Procuring Entity

35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36 Counterpart Personnel

36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37 Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

40 Currency of Payment

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

41 Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.1.2 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

41.1.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

41.1.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.1.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

43 Amicable Settlement

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p>The Contract shall be construed in accordance with the law of Kenya</p> <p><i>[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]</i></p>
4.1	<p>The language is: English</p>
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>The effectiveness conditions are the following: <i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months]</i>.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten]</i>.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>

Our Ref: KRC/MD/S14/ 1007

Your Ref: TBA

28th November 2023

Martin Mati

Manager (Research and Development)
Kenya Reinsurance Corporation Ltd
Reinsurance Plaza, Taifa Road
P.O. Box 30271-00100
NAIROBI

Dear Martin,

RE: NOTICE TO SHOW CAUSE WHY DISCIPLINARY ACTION SHOULD NOT BE TAKEN AGAINST YOU

Your engagement as the Research and Development Manager was upon conditions of service which included observing the law and the Corporation's policies.

Following a forensic audit exercise commissioned by the Corporation, we are in receipt of a report accusing you of Conflict of Interest. This is in relation to the procurement of consultancy services from Ms. Promin Consultants to offer strategy consultancy services to the Corporation.

You are accused of having committed the following acts:

i) Failing to declare a conflict of interest.

That between 12th January 2015 to 30th December 2017, you had a Data Management Contract with Development Impact Consulting (DIC) and Promin Consultants Limited (Promin). That resulting from that contract, Promin paid you Kshs. 1.5 million on 14th February 2019.

That you were appointed as a member of the Evaluation Committee and evaluated the bids for provision of strategy consultancy services on 16th August 2019 in which Promin won. Both Promin and DIC participated in the Tender.

That you did not declare a conflict of interest despite having had a business relationship with both Promin and DIC and having been paid by Promin.

Kenya Re's Code of Conduct and Ethics, Section 2.6 provides that *a staff member shall avoid being in a position in which his/her personal interest conflict with his/her official duties. Conflict of Interest arises from situations where an employee/chief executive of the organization have a private interest that could **potentially** influence or appear to influence, the impartial and objective performance of an employee's duties.* In such circumstances, a staff member is required to declare his/her interest using the prescribed form.

ii) Participating in a tender process while conflicted


That having been in a conflict-of-interest situation with Promin, you participated in evaluating their bid. Thereafter, you supervised the delivery of services by Promin and recommended their payments for approval.

Section 66 (5) of the Public Procurement and Asset Disposal Act (PPADA) provides *that an employee or agent of the procuring entity or a member of the board or committee of the procuring entity who has a conflict of interest with respect to a procurement shall not take part in procurement proceedings.*

You are hereby required to tender to the office of the Managing Director through the office of the Human Resource Manager, within seven (7) days of receipt of this letter a detailed written explanation as to why disciplinary action should not be taken against you.

In the meantime, you are hereby sent on Compulsory Leave for a period of thirty (30) days with effect from the date of this letter.

Yours sincerely,


SALLY WAIGUMO
HUMAN RESOURCE MANAGER

CC: Chairman, Board of Directors - Kenya Reinsurance Corporation Ltd.
Managing Director - Kenya Reinsurance Corporation Ltd.

My Ref: Mati/KRC/02/2023

Martin Mati

P.O Box 36334-00200

NAIROBI

1st December 2023

The Managing Director
Kenya Reinsurance Corporation Limited
Reinsurance Plaza, Taifa Road
P.o Box 30271-00100
NAIROBI

Dear Sir,

**RE: RESPONSE TO SHOW CAUSE AS TO WHY DISCIPLINARY ACTION SHOULD NOT BE TAKEN
AGAINST ME**

I acknowledge receipt of the HR manager letter of Notice to show cause in which she directed me to respond thereto to your office albeit through her. I have read and noted the contents to which I wish to respond as follows:

The record will show that on 14th August 2023 I was issued with a first notice to show cause letter to which I responded on 17th August 2023 and to date I have not received a response thereto.

Nevertheless, I wish to respond to your latest notice to show cause letter of 28th November 2023 as follows:

1. Failing to declare a conflict of interest:

- 1.1. I entered into an independent consultant contract with Development Impact Consulting (DIC) to provide data quality management services on 8th January 2015. During this time and until the expiry of the subject contract, I was not an employee of the Kenya Reinsurance Corporation Limited.
- 1.2. I was employed by the Corporation on 3rd April 2017
- 1.3. Contrary to the allegation that I offered data management services to DIC and Promin Consultants Limited (Promin) between 12th January 2015 to 30th December 2017, the contract prematurely ended on 30th December 2016 owing to the fact that the World Bank, UNICEF and other strategic partners of the Ministry of Labour, Social and Services were not keen to proceed with the final round of data collection for social safety net beneficiary and programme evaluation. The final phase which was scheduled to be carried out in 2017 was cancelled.

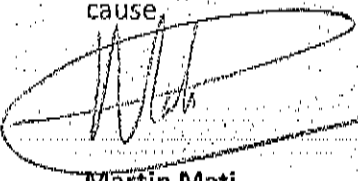
- 1.4. I was an independent consultant, recruited on recommendation of the Ministry and World Bank to support DIC in the undertaking analytics and evaluation models for the social safety net programmes.
- 1.5. The contract relationship with DIC thus ceased immediately after the cancellation of the assignment.
- 1.6. The payment made on 14th February 2019 was the final settlement for the services rendered.
- 1.7. During the execution of this contract and after its conclusion, I did not have any personal relationship with the companies, the directors nor any employee of both firms due to the nature of the assignment to undertake an independent data quality assurance.
- 1.8. Neither I nor any close family member has been or is a director nor employee of DIC or Promin.
- 1.9. I am not a business associate of Promin or DIC.
- 1.10. There was no conflict of interest to declare at the time of the tender evaluation based on the above submissions.
- 1.11. The tender was an open tender (two-envelopes) and attracted a total of ten (10) firms.
- 1.12. From my recollection, the evaluation was carried out by a committee led by Sally Waigumo, Manager (HR) as the team leader and Philip Sanda and myself as members.
- 1.13. It is to be noted that the DIC failed at the technical evaluation stage.
- 1.14. The scores I awarded to all the bidders were same or even lower than those awarded by other members of the committee, please refer to the tender evaluation report.
- 1.15. The committee's responsibility was only to recommend an award to the accounting officer through the supply chain department.
- 1.16. Whereas the Corporation did not provide the forms to sign for conflict of interest declaration, this did not arise.

2. Participating in a tender process while conflicted

- 2.1. The issues raised herein are intertwined with the material facts adduced in my response to the first issue and will not repeat most of these facts.
- 2.2. To my collection, Promin won the open tender competitively on account of combined technical and financial scores and were awarded as they were also the lowest evaluated bidder on their financial bid.

- 2.3. Prior to final payment, the board finance and strategy committee and full board had to approve the work carried out before payment was made and this was done procedurally.
 - 2.4. Contrary to your submission that I recommended for their payment, I wish to submit that it was the responsibility of the acceptance committee to undertake inspection and recommend for payment.
 - 2.5. My interest, since becoming an employee of the Corporation on April 2017, remains glued on providing the Corporation with value adding services on my research, innovation, analytics and strategy functions.
3. **In view of the foregoing, I wish to submit as follows:**
- 3.1. There is no evidence to show that my position as an evaluation committee member allowed either DIC or Promin to receive any preferential treatment in the evaluation process. This can be collaborated through obtaining statements from other committee members and my material facts adduced herein.
 - 3.2. This Memorandum to Show Cause is one among several other combined and calculated effort towards frustrating me in the performance of my duties as Manager – Research & Development for which I officially complained about through the Chairman of the HR Board committee on 16th August 2023.
 - 3.3. I believe that the memorandum to show cause has been issued to me in bad faith and in a continued efforts to frustrate me in providing the board and management with data driven insights in decision making.
 - 3.4. The memorandum to show cause is unmerited and meant for the ulterior or collateral purpose of bringing my professional standing into a disrepute.
 - 3.5. Notably I have observed that I am subjected to outright mistreatment, harassment, humiliation and open discrimination to which leaves me wondering whether the show cause letter is from these.
 - 3.6. In view of the foregoing, I see no basis on what the notice to show cause should be issued against me in this regard.
 - 3.7. Considering the explanations given above, I request that the two Notices to show cause be withdrawn from my employment record.

I trust that the above matter and facts adequately answer to the issues raised in the Notice to show
cause.

 1/12/2023

Martin Mati

Cc: Chairman, Board of Directors – Kenya Reinsurance Corporation Limited
Manager -Human Resource

Kenya Reinsurance Corporation Limited (Kenya Re)

Final report for the forensic
examination of Kenya Reinsurance
Corporation Limited operations

December 2023



Strictly Private & Confidential

Attention: Dr. Hillary M. Wachinga
Managing Director
Kenya Reinsurance Corporation Limited
16th floor, Reinsurance Plaza, along Aga Khan Walk & Taifa Road
P.O. Box 30271-00100
Nairobi, Kenya

14 December 2023

Dear Sir,

Subject: Final report for the review of consultancy services for research and development.

In accordance with the contract dated 1 August 2023 between the Kenya Reinsurance Corporation Limited ("Kenya Re", "You", "Client", "Corporation") and PricewaterhouseCoopers Limited ("PwC", "Ourselves"), and subsequent discussions with the Board on our contract extension on 11 October 2023, we present our report in respect to our review of Kenya Re consultancy services for the research and development department for the past 5 years. This report has been prepared for the purpose set out in the Contract.

Our review is in accordance with the scope and terms set out in the contract. The procedures we undertook did not constitute an examination or a review in accordance with generally accepted auditing standards or attestation standards as this was not a statutory audit assignment. Accordingly, we provide no opinion, attestation or other form of assurance with respect to the information upon which our work was based. We did not audit or otherwise verify the information supplied to us in connection with this engagement, from whatever source, except as may be specified in this report.

Our work was limited to the specific procedures and analysis described herein and was based only on the information made available to us as of 27 October 2023. The report sets out the work done so far, our findings and recommended next steps going forward. This is a report and any observations made are subject to change.

This report and all PricewaterhouseCoopers limited ("PwC" or "we") deliverables are intended solely for Kenya Re for their internal use and benefit and are not intended to nor may they be relied upon by any other party ("Third Party"). Neither this deliverable nor its contents may be distributed to, discussed with, or otherwise disclosed to any Third Party outside the provisions of the contract without the prior written consent of PwC. PwC accepts no liability or responsibility to any Third Party who gains access to this deliverable.

We appreciate the opportunity to assist you with this matter.

Yours Faithfully,

For: PricewaterhouseCoopers Limited

George Weru
Director

PricewaterhouseCoopers Limited, PwC Tower, Waiyaki Way/Chiromo Road, Westlands
P O Box 43963 - 00100 Nairobi, Kenya
T: +254 (20)285 5000 F: +254 (20)285 5001 www.pwc.com/ke

Directors J Aroi L Akindole U Akpata* S Cheruiyot J Kabochi E Kerich B Kimani M Mugaqa T Mukoma A Murage A Muriithi F Muriu S Mulinda P Ngehu B Ngunjiri R Njoroge S O Norbert's O Nyambogo S Okello B Okundi I Otiolo K Salit G Shah M Tholthi S Vikram G Weru (* Nigerian)

Glossary of terms

Acronyms

Term	Definition
CT-OVC	Cash Transfer for Orphans and Vulnerable Children
CV	Curriculum Vitae
DCI	Directorate of Criminal Investigations
DIC	Development Impact Consulting
DIC & Promin JV	Joint Venture between Development Impact Consulting and Promin Consultants Limited
EACC	Ethics and Anti-Corruption Commission
Finance	Kenya Re Finance Department
FTS	Forensic Technology Searches
JV	Joint Venture
Kenya Re	Kenya Reinsurance Corporation Limited
KES	Kenyan Shilling
KRA	Kenya Revenue Authority
MD	Managing Director
MLSSS	Ministry of Labour, Social Security & Services
NSNP	National Safety Social Protection Programme
PBS	Programme Implementation and Beneficiaries Satisfactory Survey
PPAD	Public Procurement and Asset Disposal
Precise	Precise Trends Research and Consulting Company Limited
Promin	Promin Consultants Ltd
PwC	PricewaterhouseCoopers Limited
R&D	Research & Development
RFP	Request For Proposal
Stan Group	Stan Consulting Group Limited
Supply Chain	Kenya Re Supply Chain Department
VAT	Value Added Tax

Table 1: Acronyms

A. Introduction, background and findings

A.1. Background and Introduction

- 1.1. Kenya Re is the oldest Reinsurer in Eastern and Central Africa established through an Act of Parliament in December 1970 and commenced business in January 1971. Kenya Re's core activity is providing reinsurance services.
- 1.2. Currently, Kenya Re provides reinsurance services to more than 200 companies spread over 50 countries, mainly in Africa, Middle East and Asia.
- 1.3. On 1 August 2023, Kenya Re contracted PwC to undertake a forensic examination of various Kenya Re critical operations over the last five years with the objective of establishing if there are improprieties and financial losses that may have arisen therefrom.
- 1.4. We conducted our review between August 2023 and October 2023.

A.2. Overview of the risk, concern or allegation

- 1.5. Between January 2018 and March 2023 ("review period"), Kenya Re engaged Promin Consultants Limited ("Promin") to provide consultancy services under the Research & Development ("R&D") department. The scope of services included market analysis, strategy review workshops, customer satisfaction surveys and development of business plans. Kenya Re paid a total of KES 14.6M to Promin for provision of the above services.
- 1.6. Kenya Re raised concerns to us regarding the potential solicitation of bribes from suppliers that warranted our review of the vendor as detailed within this report.

A.3. Work Performed

- 1.7. The main procedures we performed included:
 - a. Review of documents related to the procurement of consultancy services on business planning and strategy development.
 - b. Review of payment details and supporting financial documents provided by the Kenya Re Finance Department ("Finance") related to services procured from Promin.
 - c. Review of deliverables including business plans and strategy documents as per the contract between Kenya Re and Promin.
 - d. Discussions with various internal and external persons to clarify on matters arising from the review. These included officers from the Kenya Re Supply Chain Department ("Supply Chain"), Research and Development Department and Promin's Director.
 - e. We obtained access to laptops belonging to relevant Kenya Re staff and conducted digital forensic examination procedures to obtain relevant evidence.¹

A.4. Limitations

- 1.8. The following general limitations are to be considered when reading and interpreting this report:
 - a. Our services were performed in accordance with the scope and terms set out in the contract. The procedures we performed did not constitute an examination or a review in accordance with generally accepted auditing standards or attestation standards. Accordingly, we provide no opinion, attestation or other form of assurance with respect to our work or the information upon which our work was based. We

¹ Appendix 01: Digital Forensic Memo

did not audit or otherwise verify the information supplied to us in connection with this engagement, from whatever source, except as may be specified in this report.

- b. PwC has included information relevant to the review and related circumstances, but PwC cannot guarantee that all the information has been included, as the possibility exists that not all the relevant information and documentation has been presented to PwC. If additional information becomes available that could impact our findings, PwC reserves the right to review such records and reconsider and amend the findings set out in this document.
- c. This report contains and refers to information obtained during interviews conducted with individuals that PwC may not have been able to verify. We have deemed it necessary to include this information to provide context to the findings. The conclusions reached in this report are our own and are based on the information and evidence gathered and should not be regarded as a reflection of either the guilt or innocence of any party.
- d. PwC has not verified the authenticity or validity of all the relevant records and documentation provided to us.
- e. We do not comment on the legal merits of any of the allegations investigated nor have we legally interpreted any document or information. We do not express any legal opinion in this document, nor should anything stated herein be regarded as providing legal advice or expressing a legal opinion or PwC making any representations on any legal interpretation.
- f. The observations described in this report should not be considered as an exhaustive list of all possible risks on the areas under review. We did not conduct an exhaustive search for purposes of producing an overarching list of possible risks but were primarily guided by the overarching objectives detailed in the Contract and limited by the time available.
- g. No portion of the content of this report may be quoted, referred to or disclosed, in whole or part, without PwC's prior consent in writing.

A.5. Findings

1.9. Under this section, we set out our findings relating to the work undertaken. For ease of reference, the findings are categorized as below:

- a. Conflict of interest in budgeting and procurement processes for Promin
- b. Suspicious payment from Promin to a Kenya Re staff member
- c. Conflict of interest in supervision of Promin contract awarded in 2022

A.5.1. Conflict of interest in the procurement processes for Promin

1.10. Section 66 of the Public Procurement and Asset Disposal ("PPAD") Act 2016, stipulates that an employee who has a conflict of interest with respect to a procurement (a) shall not take part in the procurement proceedings; (b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract.

1.11. PPAD Act 2016 further states that *"a person has a conflict of interest with respect to a procurement if the person or a relative of the person seeks or has a direct or indirect pecuniary interest in another person who seeks, a contract for the procurement"*. Mr Mati received money directly from Promin as presented in section A.4.1 above. The relationship between Mr Mati and Promin was therefore pecuniary.

1.12. The Kenya Re Code of Conduct and Ethics Policy in section 2.6 prohibits conflict of interest by stating that *"A staff member shall avoid being in a position in which his/her personal interest conflict with his/her official duties."* In addition, the policy explains conflict of interest arises from situations where an employee/chief executive of the organization have a private interest that could potentially influence or appear to influence the impartial and objective performance of official duties. The policy further requires staff to declare conflict of interest in prescribed form.

1.13. The Heads of Departments at Kenya Re prepare the annual budget for their departments as a component of their job responsibilities. After budget approval by the MD and the Ministry of Finance, the Supply Chain department through the user departments collates the annual procurement plan that is based on the budgets approved. In line with this responsibility, Mr Martin Mati ("Mr Mati"), Kenya Re R&D Manager, prepared the

2019 budget for the R&D Department in 2018 and budgeted KES 12.7M for consultancy services for developing the 2019 Business Plan and monitoring framework. The request for proposal ("RFP") for consultancy services on business planning and strategy development, KRC/2019/236 was prepared under this budget line and issued on 11 June 2019.

- 1.14. From our discussion with Mr Mati, he stated that he was contracted by Development Impact Consulting ("DIC") in 2016 to participate in a project for the Ministry of Labour, Social Security & Services ("MLSSS")². He provided us with a copy of a contract for the Additional Financing Cash Transfer for Orphans and Vulnerable Children ("CT-OVC") programme dated December 2014 between MLSSS and a Joint Venture ("JV") between DIC and Promin (the "DIC & Promin JV")³. Mr Mati provided a second copy of a contract dated 8 January 2015 between DIC & Promin JV and himself for his role as a Data Manager during the execution of the consultancy service on Programme Implementation and Beneficiaries Satisfactory Survey ("PIBS") for the National Safety Social Protection Programme ("NSNP") implemented by MLSSS⁴. The contract covered the period from 12 January 2015 to 30 December 2017 and outlined that the DIC & Promin JV would pay Mr Mati a fee of KES 20K per man-day for a maximum of 220 man-days, translating to a total fee of KES 4.4M.
- 1.15. Mr Mati claimed that he excused himself and did not participate in the procurement process for consultancy services on business planning and strategy development, KRC/2019/236 undertaken in 2019. However, according to the procurement documents, Mr Mati was appointed as a member of the Evaluation Committee ("EC") and evaluated the bidders on 16 August 2019. Both Promin and DIC participated in the bid and the EC eventually awarded Promin the contract on 6 November 2019. Mr Mati did not declare the conflict of interest despite having had a contract and having had been paid by both Promin and DIC.
- 1.16. From Forensic Technology Searches ("FTS") conducted, review of email correspondence and payment documents, we found that Mr Mati supervised Promin in the delivery of services and approved payments to the supplier. For instance, Promin sent an invoice to Kenya Re on 8 November 2019 for payment of consulting services upon completion of the situational analysis for consultancy services on Business Planning and strategy development totalling KES 962K⁵. On 12 November 2019, Mr Mati made a handwritten confirmation on the invoice that Promin had completed the analysis report and requested the Finance Department to make the payment. Promin were subsequently paid on 13 December 2019. Given the pre-existing pecuniary relationship, by approving payments to Promin, Mr Mati may be considered as having had a private interest that could potentially influence or appear to influence the impartial and objective performance of his official duties.
- 1.17. In our discussion with Prof Francis Kibera ("Prof Kibera"), Promin's Director, he stated that Promin's role in the MLSSS project was limited to client relationship management and financial management, while DIC was responsible for the technical and operational aspects⁶. He further stated that DIC was entirely responsible for contracting Mr Mati and Promin did not have a direct working relationship with Mr Mati. We were informed by Prof Kibera that DIC provided Promin with a schedule of payments to be made to consultants which included Mr Mati's payments.
- 1.18. Prof Kibera also claimed that Promin had not contracted or worked with Mr Mati in any other project until they were awarded the contract with Kenya Re for business planning and strategy in 2019. He also stated that he was neither aware nor had he worked with Mr Mati's company, Precise Trends Research and Consulting Company Limited ("Precise"). However, contrary to this assertion, we observed that Mr Mati had listed Prof Kibera as his first referee in the Curriculum Vitae ("CV") he presented when he was hired at Kenya Re in April 2017⁷. This suggests that Prof Kibera may have had an established relationship with Mr Mati above the working relationship through DIC.
- 1.19. Mr Mati denied the relationship and claimed that he had updated the CV in his staff file in 2020. Contrary to this assertion, Mr Jackson Nganda ("Mr Nganda"), Kenya Re Assistant Manager, Human Resource, confirmed that Kenya Re received the CV from Mr Mati in April 2017 when he joined Kenya Re and no updates or changes

² Appendix 13: Minutes of meeting with Mr Mati

³ Appendix 03: Contract for Additional Financing Cash Transfer for Orphans and Vulnerable Children program

⁴ Appendix 04: Contract between Mr Mati and DIC & Promin JV

⁵ Appendix 09: Promin invoice to Kenya RE dated 8 November 2019

⁶ Appendix 14: Minutes of meeting with Prof Kibera

⁷ Appendix 08: Curriculum Vitae for Mr Mati retrieved from his staff file

had been made. We retrieved Mr Mati's CV he had last edited on 17 August 2020 from his laptop⁸. The CV also listed Prof Kibera as his first referee.

- 1.20. The information provided by Mr Mati and Prof Kibera in our discussions concerning their existing relationship contradicted the information we found on Mr Mati's CV. This calls into question the validity of claims made by Mr Mati and Prof Kibera regarding the nature of their pre-existing relationship before Promin was contracted by Kenya Re.

A.5.2. Suspicious payment from Promin to a Kenya Re staff member

1.21. Promin sent a payment of KES 1.5M on 14 February 2019 to Mr Mati through his personal bank account as per a bank statement retrieved from his laptop⁹. Kenya Re has paid a total of KES 14.6M to Promin for provision of consultancy services on business planning and strategy development within the Review Period.

1.22. From our discussion with Mr Mati, he claimed that the payment was for a project for the Ministry of Labour, Social Security & Services ("MLSSS") in which he had participated in 2016 presented in section A.5.1 above¹⁰. The contract covered the period from 12 January 2015 to 30 December 2017 and outlined that the DIC & Promin JV would pay Mr Mati a fee of KES 20K per man-day for a maximum of 220 man-days, translating to a total fee of KES 4.4M. According to the contract, DIC & Promin JV would pay Mr Mati in three instalments based on the number of days allocated per 'cycle' as follows:

Project Cycle	Number of man-days	Total amount (KES)
Phase I	110	2,200,000
Phase II	55	1,100,000
Phase III	55	1,100,000
Total	220	4,400,000

Table 22: Payment schedule for Mr Mati from the DIC contract

- 1.23. Mr Mati provided an invoice number DIC20190523-003 that he claimed he submitted to DIC amounting to KES 1,511,502 for the consultancy, dated 15 January 2023¹¹. We requested him to explain the date discrepancy given the payment we were querying was made in February 2019 and he subsequently retracted the invoice and provided a second invoice which contained the same details with the exception of the year, which was changed to 2019¹². From our observations, the invoice number DIC20190523-003 appears to be autogenerated and part of the invoice number, "20190523", is possibly in reference to a calendar date, 23 May 2019. This further presents a discrepancy on the date of invoice creation, possibly three months after the payment in question. In our discussion with Mr Mati, he informed us that he generated the invoices on his computer and the date discrepancy was an error. Mr Mati claimed that the discrepancy between the contract date and payment date was as a result of extension of the contract. Mr Mati did not provide any evidence to support the extension of the contract. The discrepancies call into question the validity of his assertions.
- 1.24. In our discussion with Mr Mati, he also stated that he had conducted bigger assignments with DIC for higher amounts of money dating back to 2009. To support his claims, Mr Mati also presented us with a tax withholding certificate from the Kenya Revenue Authority ("KRA") dated 20 March 2019 that outlined the gross amount of transactions with Promin as KES 2M¹³. We noted that the amount listed was not equivalent to the amount he received in the payment we reviewed dated 14 February 2019 of KES 1.5M. This suggests there may be a further payment from Promin to Mr Mati of KES 0.4M which we have not reviewed.
- 1.25. In our review, we noted that the supporting evidence provided by Mr Mati had discrepancies in dates and timings related to the DIC contract.

⁸ Appendix 20: Mr Mati CV retrieved from his laptop

⁹ Appendix 02: National Bank statement for Mr Mati retrieved from his laptop

¹⁰ Appendix 13: Minutes of meeting with Mr Mati

¹¹ Appendix 05: Invoice number DIC20190523-003 dated 15 January 2023

¹² Appendix 06: Invoice number DIC20190523-003 dated 15 January 2019

¹³ Appendix 07: KRA tax withholding certificate dated 20 March 2019

1.26. As outlined above, we find Mr Mati's explanation for the payments as being related to consultancy arrangements discussed in 1.11 and 1.12 above to be fraught with several inconsistencies and contradictions. We therefore recommend that Mr Mati is put to task to explain the inconsistencies and provide further evidence that supports his explanations.

1.27. However, even if the explanations were valid, we note that such arrangements would violate Kenya Re Code of Conduct which prohibits gainful employment inherently incompatible with the responsibilities of the staff or which results in the impairment of the judgement of the staff in the execution of the functions of the office or results in a conflict of interest. Mr Mati was under contract with DIC/Promin to provide services as a Data Manager when he joined Kenya Re in April 2017. He failed to declare the gainful employment under DIC/Promin contract under which he provided services similar to his roles as the Research and Development Manager at Kenya Re.

A.5.3. Conflict of interest in supervision of Promin contract awarded in 2022

1.28. Kenya Re awarded Promin consultants a contract for the provision of business planning services on 1 November 2022¹⁴. We noted that Mr Mati supervised the delivery of services as per the contract despite having a conflict of interest with Promin due to an existing private working relationship as presented in Section A.5.1 above.

1.29. According to the procurement file, eight firms responded to the RfP KRC/1926/2020/194 and the EC conducted evaluation of their proposals on 28 September 2022¹⁵. In the technical evaluation, only Promin achieved the required total average technical marks above 60 to proceed to financial evaluation. Following recommendation by the EC, Kenya Re awarded Promin the contract for provision of business planning services, KRC/1926/2020/194, on 1 November 2022¹⁶. The objectives of the contract included the following:

- a. Review 2022-2026 corporate strategy.
- b. Draw a clear map on stakeholder engagements.
- c. Engage management and the board to draw clear objectives of the strategy review workshops.
- d. Prepare requisite materials for strategy workshops.
- e. Facilitate workshop sessions.
- f. Prepare detailed business plans for years 2022, 2023 and 2024.

1.30. According to the payment schedule in the contract, Promin would receive KES 1.8M on submission of the inception report. From FTS searches conducted, we identified email correspondence showing that on 4 August 2023, Mr Mati requested Prof Kibera to urgently submit the revised inception report and first invoice as per contract. Prof Kibera sent the inception report on 8 August 2023, subsequently Mr Mati further urged Prof Kibera to send the invoice for Kenya Re to facilitate payment in advance¹⁷. This shows that Mr Mati supervised Promin in delivery of services under their contract. According to the payment information provided to us the time of this report, the payment had not been made to Promin.

A.6. Next steps and recommendations

1.31. The forensic review we carried out revealed conflict of interest pertaining to the procurement of consultancy services for business plan and corporate strategy. We found the following individual to be responsible for the irregularities identified in Kenya Re:

Employee name	Role	Nature of deficiency in carrying out responsibilities
Mr Martin Mati	R&D Manager	Mr Mati failed to declare a pre-existing relationship with a Kenya Re supplier, Promin, and took part in the EC that awarded Promin

¹⁴ Appendix 15: Promin contract for provision of business planning services in 2022

¹⁵ Appendix 19: Statement of professional opinion for tender KRC/1926/2020/194

¹⁶ Appendix 15: Promin contract for provision of business planning services in 2022

¹⁷ Appendix 10: Email correspondence by Mr Mati requesting Prof Kibera for inception report and invoice

MY SUBMISSIONS ON THURSDAY, 21ST DECEMBER 2023

16TH FLOOR BOARDROOM, 9.30AM

1. ACCUSATIONS

- 1.1. **Failing to declare a conflict of interest which is in in contravention to Section 2.6 of the Kenya Re's Code of Conduct and Ethics**
- 1.2. **Participating in a tender process while conflicted, which contravenes section 66(5) of the Public Procurement and Asset Disposal Act (PPADA).**

2. SUPPORTING EXHIBITS

I wish to rely on the following exhibits to quash the said allegations and seek an immediate withdrawal of the Memorandum to show cause and revocation of the 30 days compulsory leave.

- 2.1. My response to the Memorandum to Show cause dated **1st December 2023**, herein marked as **EXHIBIT 1**.
- 2.2. Extract of my appointment letter by Kenya Reinsurance Corporation clearly showing date of reporting as **1st April 2017**, herein marked as **EXHIBIT 2**.
- 2.3. A copy of the independent consultant contract with **Development Impact Consulting Limited (DIC)**, dated **8th January 2015** as data manager on consultancy for programme implementation and beneficiaries' satisfaction survey for the National Safety Net Programme (NSNP) implemented by the Ministry of Labour, Social and Services in Kenya, herein marked as **EXHIBIT 3**.
- 2.4. Email correspondences between DIC and myself around **December 2016** on the project closure, herein marked as **EXHIBIT 4**.
- 2.5. Joint Venture contract between DIC and Promin Consultants, herein marked **EXHIBIT 5A**.
- 2.6. DIC-Promin Joint venture contract extension by the Ministry of East Africa Community, Labour and Social Protection, herein marked **EXHIBIT 5B**.
- 2.7. An extract of my national bank statement of **27th December 2018** showing a payment of **Ksh 388,498** vide **cheque no. 01968** by Promin, herein marked as **EXHIBIT 6A**
- 2.8. An extract of my national bank statement of **14th February 2019** showing a payment of **Ksh 1,511,502** from **Promin Consultants**, herein marked as **EXHIBIT 6B**
- 2.9. A KRA withholding certificate on management, professional training and consultancy fees of **Ksh 100,000**, herein marked as **EXHIBIT 6C**.

- 2.10. A copy of the Real Time Gross Settlement form (RTGS) from Cooperative bank showing clearly the reasons for the payment remittance, herein marked as **EXHIBIT 7**.
- 2.11. A copy of my 2019 individual KRA tax returns declaring the income above and other related , herein marked as **EXHIBIT 8**
- 2.12. Evaluation committee appointment letter to undertake evaluation of bids for tender no. KRC/2019/236 on business planning, dated **13th August 2019**, herein marked as **EXHIBIT 9**.
- 2.13. Report on Technical proposal evaluation, dated **21st August 2019** and on combined evaluation dated **29th August 2019**, herein marked as **EXHIBIT 10**.
- 2.14. Clarifications on financial quotations on **22nd August 2019** from both **Stan Consulting** and **Deloitte** and their subsequent responses, herein marked as **EXHIBIT 11**.
- 2.15. Extract of Kenya Re's Code of Conduct and Ethics Policy, herein marked as **EXHIBIT 12**
- 2.16. Extract of Kenya Re Conflict of Interest Policy, herein marked as **EXHIBIT 13**
- 2.17. Extracts of sections 66(5), 66(8) and 66(11) of the Public Procurement and Asset Disposal Act, 2022 edition, herein marked **EXHIBIT 14**.

EXPERT REPORTS

- 2.18. A professional opinion from **Mwaniki Gachuba Advocates**, an advocate of the High court and a procurement consultant, herein marked as **EXHIBIT 15**.

3. OTHER DOCUMENTS REQUESTED BUT NOT AVAILABLE

The following additional documents were requested for but were not availed.

- 3.1. ToRs for the forensic audit
- 3.2. Letter from PWC requesting scope of work variation.
- 3.3. A report and interview transcripts of any other parties interviewed by PWC during this matter.

In the absence of documents related to items 3.1, 3.2 and 3.3, I will proceed to challenge the Memorandum to Show cause using the exhibits adduced under item 2. Sadly though is that the Memorandum to Show Cause was issued on **28th November 2023** and the report from PWC on the allegations and which formed the basis of issuing me with the Memorandum to Show Cause, is dated **December 2023**. One wonders which of the two ought to have come first. Furthermore, it would have been the best interest of all parties to avail the authors of the PWC report for cross examination. The PWC report falls short of material facts and grossly misinterprets Kenya Re policies as well as laws governing procurement and public officers' ethics to suit their recommendations. Chairman, these gaps should form part of your minutes of this proceeding.

4. FACTS

The following are facts related to this matter.

4.1. On 13th August 2019, the former Managing Director appointed an evaluation committee to carry out bid evaluation for (a) Internal Customer Satisfaction Survey vide tender Ref KRC/2019/235 and Consultancy services on Business Planning KRC/2019/236, see EXHIBIT 9

4.2. The committee consisted of Sally Waigumo, Manager (HR) as Team leader, Philip Sanda and myself as members of the committee.

4.3. This was a two-envelope tender which attracted a total of ten (10) firms, out of which three firms proceeded for financial opening after technical evaluation, see EXHIBIT 9, the tender evaluation report.

4.4. Clarification from Deloitte and Stan Consulting Limited were sought (EXHIBIT 11, letters of clarifications from the two firms and their responses thereof) on their financial proposals were sought since they were not clear on their financial cost breakdown per year.

a) The combined technical and financial scores as adduced in the evaluation report were (1) Promin Consultants (94%), Deloitte (81.59%) and Stant Consulting (76.7%)

b) The committee proceeded to recommend the award to Promin Consultants for FY19 Business for a sum of Ksh 4,814,375. Promin Consultants had scored the highest combined technical and financial score and they had quoted the least cost per year (see exhibit 3).

4.5. Exhibit 10 shows the following facts:

Name of the bidder	Technical scores by				Difference between highest technical scores and my scores
	Sally Waigumo	Philip Sanda	Martin (Myself)	Mari	
PKF Consulting Limited	53	53	53		0
Mustard Consulting Limited	46	48	46		2
Deloitte	71	70	70		1
Promin Consultants	74	74	74		0
Stan Consulting Group Limited	58	58	58		0

The scores above would clearly show that the scores among the evaluation members were not different in most cases. It ought to have been PWC or Kenya Re Management burden of proof on how my "alleged conflict of interest" favoured Promin, considering that we independently evaluated each bidders before averaging them.

4.6. It is important to note that each committee member conducted evaluation independently and only averaged the scores to arrive at a combined score for each bidder.

4.7. The evaluation was thus done above board. I now invite the rest of the evaluation members, including the chairman of the committee, who is with us here, to confirm if

there was any influence in the award of the scores and whether in some instances, like we did for financial evaluation, we had to pause to await feedback from the bidders.

MY SUBMISSION ON ALLEGED FAILURE TO DECLARE A CONFLICT OF INTEREST WHICH IS IN CONTRAVENTION TO SECTION 2.6 OF THE KENYA RE'S CODE OF CONDUCT AND ETHICS IS AS FOLLOWS:

5. WHY THERE EXISTED NO CONFLICT OF INTEREST IN THIS MATTER AND DID NOT ARISE TO WARRANT DECLARATION

- a) The independent consultant contract entered with Development Impact Consulting Limited (**EXHIBIT 3**) was entered on **8th January 2015**.
- b) The said contract elapsed on **28th December 2016 (EXHIBIT 4)**.
- c) At the time the contract elapsed, my total consultancy fees due to me from **DIC** stood at **Ksh 2 million**.
- d) I became an employee of the Corporation on **3rd April 2017 (EXHIBIT 2)**. In summary, the work in question was contracted long before being employed by the Corporation.
- e) The Outstanding **Ksh 2 million** was delayed and paid as follows:
 - **Ksh 388,498.00** on **24th December 2018** vide cheque reference **no. 01968 (EXHIBIT 6A)**
 - **Ksh 1,511,502.00** paid on **14th February 2019 (EXHIBIT 5)** through Real time Gross Settlement (RTGS).
 - **Ksh 100,000.00** withholding tax on management, professional and management fees, remitted on **20th March 2019** to KRA and which clearly shows the total sum of the amount albeit paid on diverse dates.
- f) All these transactions were my final settlement for the time bound consultancy services provided as per the contract adduced as **EXHIBIT 3** and I dutifully paid requisite taxes as per tax laws.
- g) The reasons for payments are clearly indicated as consultancy fees for the Programme Implementation and beneficiaries' satisfaction survey (**EXHIBIT 7**).
- h) The final payments for the services rendered delayed until **February, 2019** as a result of delays by the Ministry of Labour and Social services to receive funding from the donors and exchequer and which led to their contract being extended upto **31st October 2018 (EXHIBIT 5B)**.
- i) The joint venture agreement legally allowed Promin Consultants to pay consultants on behalf of the consortium and hence the reason the payment was made by them vide a copy of RTGS attached (**EXHIBIT 5A under contract special conditions 8.1**).

- j) As a responsible taxpayer, I declared the subject income among other payments for consultancies as part of my income in the 2019 individual tax returns (EXHIBIT 8).
- k) My consultancy engagements with DIC ended on 28th December 2016, long before I became an employee of the Corporation.
- l) That I did not see any conflict of interest to declare, guided by the Kenya Re's conflict of interest policy (EXHIBIT 13) which clearly states under section 3, paragraph 4:

"A current conflict of interest exists at the present time". "A conflict of interest of duty arises, not because of an employee's private interests, but as a result of one or more concurrent or competing official roles. For example, these roles could include the person's primary employment and his or her responsibilities in and outside role that forms part of their official duties...."

As clearly demonstrated in my submission, the consultancy work was discharged before joining the Corporation and as such, and for the purposes of section 3 of this policy, cannot be purported to have been "present time" or "concurrent". The dates for all these events are clearly distinct.

Furthermore, present, or current conflict of interest is implied in section 2.6 of Kenya Re's Code of Conduct and Ethics Policy and I quote part of this section as follows:

"Conflict of Interest" arises from situations where an employee/chief executive of the organization have a private interest that could potentially influence or appear to influence, the impartial and objective performance of your official duties. Private interests include any advantage to you or your family, close relatives (Spouse, child, parent or sibling) friends and persons or organizations with whom you have business or political relations.

The introductory part A of Form C on "declaration of conflict of interest" annexed to Kenya Re's Code of Conduct and Ethics Policy states as follows:

"I would like to report the following existing/potential conflict of interest situation arising during the discharge of my official duties".*

AND

"Persons/companies with whom /which I have official dealings and/or personal interest".

In my view, I would imagine if the code of conduct envisaged declaration of past official dealings or personal interest, the policy would have been explicit to indicate "*past official and/or personal interest*". As earlier submitted, my relationship with DIC ceased immediately my contract elapsed. I owe my allegiance to Kenya Re since my appointment.

In addition, CR12 records will show that I am not a director of either of the two companies nor is any of my family or close relative.

MY SUBMISSION PARTICIPATING IN A TENDER PROCESS WHILE CONFLICTED, WHICH CONTRAVENES SECTION 66(5) OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT (PPADA)

6. MY PARTICIPATION WAS NOT IN CONTRAVENTION OF SECTION 66(5) OF THE PPADA ACT AS ALLEGED, BASED ON THE FOLLOWING:

- 6.1. As per my submission under item 5, I was not conflicted.
- 6.2. I will make reference to **EXHIBIT 14**, extracts of sections 66(5), 66(8) and 66(11) of the Public Procurement and Asset Disposal Act.
- 6.3. It is my submission that Section 66(5) of the Act must be read together with section 66(8) and 66(11). Section 66(8) avers that:
 - 6.3.1. **(8) For the purpose of this section, a person has a conflict of interest with respect to a procurement if the person or a relative of the person—**
 - (a) seeks, or has a direct or indirect pecuniary interest in another person who seeks, a contract for the procurement; or**
 - (b) owns or has a right in any property or has a direct or indirect pecuniary interest that results in the private interest of the person conflicting with his duties with respect to the procurement.**
- 6.4. On the other hand, section 66(11) states the following:
 - 6.4.1. **(11) In this section, "relative" means—**
 - (a) a spouse, child, parent, brother or sister;**
 - (b) a child, parent, brother or sister of a spouse; or**
 - (c) any other prescribed persons**

It is crystal clear that I was not conflicted on the strength of section 66(8) and section 66(11) of the Act and as earlier submitted.

In conclusion, although the 'alleged conflict of interest did not arise, the committee should take note that at the time of undertaking the subject evaluation, the Corporation was not issuing any forms to declare conflict of interest.

7. BINDING LEGAL PRECEDENTS THAT THIS COMMITTEE MUST CONSIDER QUASHING THIS OUTRAGEOUS ALLEGATIONS

7.1. In *Belvin Wanjiru Namu v National Police Service Commission & another*

7.1.1. Justice Mwita defined conflict of interest as:

"A situation where an individual has interests or loyalties competing against each other. It involves dual relationships where person in a position in one relationship is in another competing relationship in another position such that the person has conflicting responsibilities".

7.1.2. Justice Mwita interpreted section 16 of Leadership and Integrity Act, 2012 and submitted that for there to be conflict of interest in the petitioner's case, her participation in the business while at the same time performing duties as a police officer should be shown to have been inconsistent, incompatible and prejudicial to her official duties.

7.1.3. Although the petitioner was involved in traffic duties, there was no evidence at all that her position allowed the company's vehicles receive preferential treatment or that they did not comply with the law. Being a traffic officer is not a permanent engagement. One may act as a traffic officer one day and perform different duties another day. The question of conflict must be clear and not presumptive. The fact that the petitioner is a police officer could not disentitle her family from engaging in business.

7.2. Courts have previously ruled that the occurrence of the conflict of interest must be 'clear and manifest' and should not be merely presumptive.

7.3. In the *Journal of cmsd Volume 6(5)* on conflict of Interest and Public Office in Kenya: (2021) by Prof. Tom Ojienda, SC & Lydia Mwalimu Adude submit that:

7.3.1. Alleged existence of a conflict of interest must be demonstrated on a case-by-case basis.

7.3.2. There should be evidence that the person actually acted in favour of the self-interest as opposed to public interest.

8. EXPERT OPINION

At my own expense, I sought legal opinion from more than six (6) supply chain and counsels with specialisation in procurement and disposal and they all confirmed to me through writing that I was not conflicted. EXHIBIT 15 is such an example of the legal opinions sought.

9. CONCLUSION

- 9.1. I wish to submit that, in the absence of any other or further clarification, I believe that the Memorandum to show cause has been issued to me in bad faith and in a continued efforts to frustrate me in providing the board and management with data driven insights in decision making.
- 9.2. The Memorandum to Show cause is unmerited and meant for the ulterior or collateral purpose of bringing my professional standing into a disrepute.
- 9.3. Considering the explanations given above, I request that the show cause be withdrawn.
- 9.4. My earlier complaints, including outright mistreatment, harassment, humiliation and outright discrimination should be discussed and addressed in a sober and collaborative manner to improve work environment and thus enhance productivity.

As I conclude chairman, we should avoid personalising divergence in opinion and instead encourage different views for prosperity. We should strive, as leaders, to use the principle of persuasion rather than threatening and discriminating people who hold divergent views.



Kenya Reinsurance Corporation Ltd.

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Nairobi, Kenya.
Telephone: +254 703 083 000
Email:kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

Our Ref: KRC/HR/S14/1007(III)

Your Ref: Mati/KRC/02/2023

15th December 2023

Mr. Martin Mati
P. O. Box 36334 - 00000
Nairobi
KENYA

'Advance copy via e-mail'

Dear Martin,

**RE: INVITATION TO A DISCIPLINARY HEARING THAT HAS BEEN SCHEDULED ON THURSDAY,
21ST DECEMBER 2023 AT 9.30 A. M. AT THE CORPORATION'S BOARD ROOM ON 16TH FLOOR**

Reference is made to our letter referenced KRC/HR/S14/1007 and dated 14th December 2023. Kindly be informed that the Disciplinary hearing has been scheduled to take place on **Thursday, 21st December 2023 at 9.30 a.m.** in the Corporation's Board room on the 16th Floor.

Please note that the Corporation has provided the documentation relevant to the case that you requested for on Saturday, 9th December 2023 vide your email sent at 7.59 a.m. The documents have been re-forwarded to you via E-mail together with this correspondence.

Kindly note the additional information you requested via email on 14th December 2023 at 6.34 p.m. and 6.49 p.m. has been reviewed. It has been noted that the additional information requested does not relate to the charges levelled against you. In reference to your email dated 15th December 2023 at 7.39 a.m. section 41 (1) of the Employment Act, 2007 entitles you to come accompanied by another employee.

During the hearing you will be at liberty to give your oral submissions and adduce evidence in your defense on the charges levelled against you as follows:-

- i) **Failing to declare a Conflict of Interest**
- ii) **Participating in a tender process while conflicted**

Kindly note that you may come with another employee should you wish to do so during the hearing.

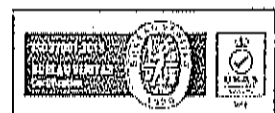
Yours sincerely,

MS. JUDY NJUGUNA
CHAIRPERSON - DISCIPLINARY COMMITTEE

CC: Managing Director
Human Resource Manager

Directors: Hon. Catherine Kimura (Chairman), Dr. Hillary M. Wachinga (Managing Director), Prof. Njuguna Ndung'u (C.S. The National Treasury & Economic Planning), Thamuda Hassan, Erick Gumbo, David Muthusi, Irungu Kirika, Eunice Nyala, Robert K. Waruiru, Dr. Zacharia Nyaega & Mr. Omar Shallo

Kenya Re is ISO 9001:2015 and ISO 27001:2013 Certified





Our Ref: KRC/HR/S14/1007

Your Ref: Mati/KRC/02/2023

**Kenya Reinsurance Corporation
Ltd.**

Reinsurance Plaza
P.O Box 30271-
00100
Nairobi, Kenya.
Telephone: +254 703 083 000
Email: kenyare@kenyare.co.ke
Website: <http://www.kenyare.co.ke>

2nd January 2024

Mr. Martin Mati

P.O. Box 36334 - 00200

Nairobi

KENYA

Dear Martin,

RE: TERMINATION OF EMPLOYMENT

Following the disciplinary hearing held on Thursday, 21st December 2023 and your attendance thereof, you were found to be culpable of the following offences that had been leveled against you;

1. Failing to declare a conflict of interest;
2. Participating in a tender process while conflicted;

In doing this you failed to abide by the following provisions of the law and the Corporation's policies:-

- i) The Public Procurement and Disposal Act (2015) - Section 66
- ii) The Public Officers Ethics Act (2003) - Section 12
- iii) The Corporation's Code of Conduct and Ethics - Clause 2.6 and 2.7
- iv) The Corporation's HR policies manual - Clause 16.3

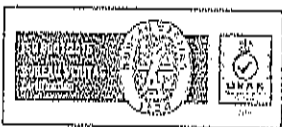
Management has made the decision to terminate your services with the Corporation in accordance with your employment contract with effect from 31st March 2023.

The Corporation will pay you three (3) months in lieu of notice as per your contract of employment. You are required to hand over Corporation Property, if any, in your possession to the Human Resource Manager. Enclosed please find a clearance form for the handover process.

You are also expected to do a comprehensive handover report as part of your exit. Your final dues will be computed and paid to you less any liabilities owed to the Corporation and will be addressed in a separate letter.

Directors: Hon. Catherine Kimura (Chairman), Dr. Hillary M. Wachinga (Managing Director), Prof. Njuguna Ndung'u (C.S. The National Treasury & Economic Planning), Thumuda Hassan, Erick Gumbo, David Mutkusi, Irungu Kirika, Eunice Nyala, Robert K. Wamiru, Dr. Zacharia Nyaga & Mr. Omar Shallo

Kenya Re is ISO 9001:2015 and ISO 27001:2013 Certified



You have a right of appeal against this decision to the Chairman of the Board Human Resources and Nomination's Committee within seven (7) days from the receipt of this letter.

Yours Sincerely,



SALLY WAIGUMO
HUMAN RESOURCE MANAGER

C.C. Managing Director

Martin Mati Mulingata
P.O Box 36334 – 00200
NAIROBI
Email: matijose2002@gmail.com
9th January, 2024

Chairman
Board Human Resources and Nomination's Committee
Kenya Reinsurance Corporation Limited
Reinsurance Plaza
Taifa Road, CBD
P.O Box 30271 - 00100
NAIROBI

Dear Erick Ngumbo, Advocate

RE: APPEAL AGAINST TERMINATION OF EMPLOYMENT

TAKE NOTICE that pursuant to the directive of Sally Waigumo, Human Resource Manager I, **MARTIN MATI** hereby appeal against termination of my employment by the Management and or Human Resource Manager through the letter dated 2nd January, 2024 on the grounds that:

1. The disciplinary process was unfair for the reasons that:

- (a) No complaint of conflict of interest and failure to disclose a conflict of interest was lodged by any aggrieved employee against me as contemplated in Clause 15.2.1 Step 1 of the Kenya Reinsurance Corporation Human Resource Policies Document No. KRC/HR/001 dated 11th May, 2023.
- (b) The purported investigations by PricewaterhouseCoopers Limited were unlawful and procedurally unfair as they were *ultra vires* Section 35, 36, 37, 38(1)(c)(2) and 46(5) of the Public Procurement and Asset Disposal Act, 2015; Section 69(4)(c)(7) of the Public Service Commission Act, 2017 as read with Clause K.5 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023 and Clause 4.7 of the Public Service Commission Discipline Manual for the Public Service Revised 2022.
- (c) The inclusion of Sally Waigumo in the Disciplinary Committee was unreasonable and procedurally unfair by virtue of Clause K.6 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.
- (d) The disciplinary hearing was procedurally unfair as Sally Waigumo failed to declare that she was a member of the evaluation committee that evaluated the Proposals for Provision of Consultancy Services on Business Planning & Strategy Development for

Kenya Reinsurance Corporation Limited (Tender No. KRC/2019/156) the subject of the disciplinary proceedings and she was therefore conflicted and lacked objectivity, impartiality and independence.

- (e) The disciplinary hearing was procedurally unfair as it was conducted by Judy Njuguna, Charles Kariuki, Nicodemus Gekone, Johnson Ileri and Sally Waigumo who are managers of my rank contrary to Clause K.6(1)(2) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.
- (f) The Disciplinary Committee constituted of Judy Njuguna, Charles Kariuki, Nicodemus Gekone, Johnson Ileri and Sally Waigumo was neither representative of the management of Kenya Reinsurance Corporation Limited nor representative of the face of Kenya.
- (g) The disciplinary proceedings were procedurally unfair as the Disciplinary Committee did not submit the record of the hearing to the Human Resource Management Advisory Committee for deliberations and recommendations as required under Clause K.6(5) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023
- (h) The disciplinary hearing was unlawful and procedurally unfair as the Disciplinary Committee failed to avail the complainant or reporting officer and PricewaterhouseCoopers Limited during disciplinary hearings for purposes of cross-examination as required under Article 47(1) and 236(2) of the Constitution of Kenya, 2010; Section 4(3)(f),(4)(c) of the Fair Administrative Action Act, 2015; Section 69(11) of the Public Service Commission Act, 2017 and Clause 4.8 of the Public Service Commission Discipline Manual for the Public Service Revised 2022.
- (i) The disciplinary proceedings were procedurally unfair as the Managing Director denied me the alternative procedures prescribed under Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and Clause K.3(5) and K.4(1) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.
- (j) The disciplinary proceedings were procedurally unfair as the Managing Director failed to forward the case with a copy of the charges together with my reply to the letter to show cause with comments to the Public Service Commission for decision as required under Clause K.4(2)(1)(v) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.

- (k) The disciplinary proceedings were unlawful and procedurally unfair as the termination of service decision was made by "management" an amorphous entity which has no powers known in law or fact to exercise any disciplinary powers in view of 65(1)(2) of the Public Service Commission Act, 2017; Regulation 60 of the Public Service Commission Regulations, 2020; Clause K.4(2)(1)(vii) of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023 and Clause 1.2 of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.
- (l) The disciplinary proceedings were unlawful and procedurally unfair as the termination of service penalty was imposed by Sally Waigumo, Human Resource Manager who had no delegated powers by the Public Service Commission to exercise disciplinary powers pursuant to Section 65 of the Public Service Commission Act, 2017 and Regulation 60(2) of the Public Service Commission Regulations, 2020.
- (m) The termination of service is unlawful and procedurally unfair as Sally Waigumo, Human Resource Manager failed to comply with Regulation 61(3) of the Public Service Commission Regulations, 2020 which required her to communicate to me the options available to me and to give me the right to select one of the options within fourteen (14) days from the date of communication prior to imposing the termination of service penalty.
- (n) The disciplinary proceedings were unlawful as they were based on the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 which instruments are null and void and of no legal effect *ab initio* as they were not developed in accordance with Clause 2.0, 4.5 and 5.2 of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.
- (o) The disciplinary proceedings were unlawful as they were based on the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 which instruments are null and void and of no legal effect *ab initio* as they were not approved by the Public Service Commission in accordance with Clause 2.0 and 5.2(Step 5) of the Public Service

Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023.

- (p) The disciplinary proceedings were unlawful as they were based on the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 which instruments are null and void and of no legal effect *ab initio* by virtue of Section 5(2)(3), 5A and 11 of the Statutory Instruments Act, 2013 for want of consultations or public participation before making the instruments contrary to.
- (q) The disciplinary proceedings were unlawful and procedurally unfair as the Managing Director, Human Resource Manager and the Disciplinary Committee acted without delegated disciplinary powers by the Public Service Commission the proceedings were *ultra vires* Section 65(1)(2) and 66 of the Public Service Commission Act, 2017; and Regulation 60(2) of the Public Service Commission Regulations, 2020; Clause 1.2(b) of the Public Service Commission Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Universities dated August, 2023 as read with the cases of *Manyara Muchui Anthony v Communication Authority & 3 Others [2022] eKLR*; *Consumer Federation of Kenya (COFEK) v National Social Security Fund Board of Trustees & 2 Others [2022] eKLR*; and *ELRCPET/E149/2022 – Enos Namasaka & Others v KEMSA & Others*.
- (r) The disciplinary proceedings were unlawful and procedurally unfair as the Human Resource Manager directive that my appeal should be to the Chairman of the Human Resource Management and Nominations Committee is *ultra vires* Section 74(1)(2) of the Public Service Commission Act, 2017 and Regulation 68(1) of the Public Service Commission Regulations, 2020 which provides for appeal to the Public Service Commission within ninety (90) days of the notification of termination.

2. The termination decision was unjustified and unreasonable for reasons that:

- (a) Conflict of interest is not classified by the Employment Act, 2007; the Public Officer Ethics Act, 2003; the Public Service (Values and Principles) Act, 2015; The Public Service Commission Act, 2017; the Public Procurement and Asset Disposal Act, 2015; the Clause 2.6 and 2.7 of the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 and Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 and the of the Public Service Commission Discipline Manual

- for the Public Service Revised 2022 as a gross misconduct that is liable to termination of service.
- (b) No evidence was adduced to prove that I had an existing/potential conflict of interest during the evaluation of the Proposals for Provision of Consultancy Services on Business Planning & Strategy Development for Kenya Reinsurance Corporation Limited (Tender No. KRC/2019/156) as required under Part A of Form C of the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022.
- (c) No evidence was adduced to prove that as at 21st August 2019 there existed a private interest that potentially influenced or that appeared to have influenced the impartial and objective performance of my official duty as an evaluator of the Proposals for Provision of Consultancy Services on Business Planning & Strategy Development for Kenya Reinsurance Corporation Limited (Tender No. KRC/2019/156).
- (d) There was no investigation report by the Public Procurement Regulatory Authority in which the Director General recommended disciplinary action against me.
- (e) The disciplinary proceedings were illegal as the purported investigations were conducted by PricewaterhouseCoopers Limited in breach of Section 69(4)(c)(7) of the Public Service Commission Act, 2017 and Section 35, 36, 37 and 38(1)(c) of the Public Procurement and Asset Disposal Act, 2015.
- (f) The disciplinary action was illegal as it was conducted in violation of Article 236(a) of the Constitution of Kenya, 2010 and Section 178(1) of the Public Procurement and Asset Disposal Act, 2015 which protected me from personal liability and granted me immunity for conducting the evaluation in good faith and in accordance with the law.
- (g) Conflict of interest is not prescribed by Section 44(4) of the Employment Act, 2007; the Public Service Commission Act, 2017; Section 66 of the Public Procurement and Asset Disposal Act, 2015; Section 12 of the Public Officer Ethics Act, 2003; Clause 2.6 and 2.7 of the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 and Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 as a matter that amounts to gross misconduct so as to justify my termination of service.

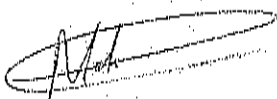
(h) Section 44(4) of the Employment Act, 2007; the Public Service Commission Act, 2017; Section 66 of the Public Procurement and Asset Disposal Act, 2015; Section 12 of the Public Officer Ethics Act, 2003; Clause 2.6 and 2.7 of the Kenya Reinsurance Corporation Limited Code of Conduct and Ethics Policy Ref: KRC/HR/P14/18 revised on 14th June, 2022 and Clause 16.3 of the Kenya Reinsurance Corporation Limited Human Resource Policy Ref. KRC/HR/001 Revised on 11th May, 2023 do not prescribe my past contract for service with Development Impact Consulting/Promin Consultants Limited in 2016, prior to getting employed by the Corporation in March 2017 and payment thereof in February, 2019 as a matter that amounts to conflict of interest as a gross misconduct so as to justify my termination of service.

(i) The charge of conflict of interest and failure to declare it was not proved to the standards prescribed by Clause J.13 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service dated May, 2016 and Clause J.13 of the Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, 2023.

I THEREFORE propose to request the Board Human Resources and Nomination's Committee by way of Appeal to it to:

- (1) Set the termination of service dated 2nd January, 2024 aside.
- (2) Direct that I revert to my previous status held and receive the attendant benefits as though the termination of service was never made.
- (3) Direct that the Kenya Reinsurance Corporation Limited compensate me for violating my right to fair employment relations and fair administrative action and to refund my legal costs pursuant to Section 178(2) of the Public Procurement and Asset Disposal Act, 2015.

Yours faithfully



Martin Mati

Cc:

Chairman, Board of Directors, Kenya Reinsurance Corporation Limited

Hillary Wachinga, Managing Director-Kenya Reinsurance Corporation Limited

Salome Waigumo, Manager, Human Resource-Kenya Reinsurance Corporation Limited

Legal Counsel

Compose



Inbox

Additional information relevant to my ter

Starred

Snoozed

Sent

Drafts

More

Labels



Martin Mati <martin.mati.statistician@gmail.com>

to Eric, mimasimai, eunice.nyala, ekorir2000, zachariambogo

Dear Directors of HR and Nomination committee of the board,

I sincerely appreciate your audience on Friday, 2nd February 2024.

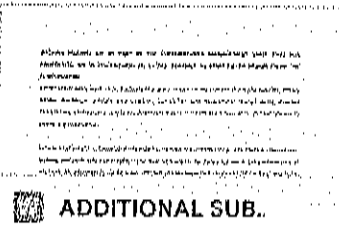
Due to limited time, I was not able to summarise the attached inform. concerns with the chairman, though in confidence, around August la

I am sure this will give you more insights In addition to my appeal grc

I submit.

Martin Mati

One attachment • Scanned by Gmail



ACTIONS AGAINST ME BY PART OF THE CORPORATION'S MANAGEMENT STAFF THAT HAS FRUSTRATED ME IN DISCHARGING MY DUTIES, POSSIBLY TO PUSH ME TO RESIGN FROM THE CORPORATION

On or about early April 2023, following the appointment of the current managing director, **Hillary Maina Wachinga**, outright discrimination, humiliation and harassment started being directed towards me, perhaps as a way to constructively dismiss me from the Corporation or frustrate me to render my resignation.

I made all attempts to demonstrate restraint since then but unfortunately intimidation, harassment, bullying and such acts continued to occur that were meant to discourage me in the performance of my work. My attempts to clarify issues with relevant management personnel did not bear any fruits. The issues are enumerated herein below.

1. Around 1st week of April 2023, the manager human resource informed me that she had a message for me from the newly appointed managing director. I made efforts to go and see her in her office, located on 15th floor, Reinsurance Plaza. The message she delivered was that Research & Development needed to undertake innovation responsibilities seriously, undertake surveys internally and stop working for the 'General Manager-Reinsurance'. I felt taken aback and requested the manager to inform MD that he should communicate directly to me on what he expects R&D to address itself to and in a bid to support him in his strategic vision for the Corporation. This was to ensure that our deliverables were in line with his vision. I also communicated the same to the managing director through a WhatsApp message and requested to see him once he returned from an overseas trip. Upon return, I made several attempts to have a meeting with him and eventually we did hold our first face to face meeting sometime in June 2023. In my view, the managing director should have communicated to me directly or through my immediate supervisor, General Manager-Reinsurance Operations
2. Around same month, some of the 2023 approved budgets by the board and Treasury for Research & Development department for critical deliverables such as brand audits and benchmark studies were dropped to reduce the Corporation's expenditure. Whereas the initiative was noble, there was no prior courtesy engagements or consultations. I did a professional opinion to have some of the critical budgets reinstated but the same was not responded to. Follow up memos were also not responded to.
3. A staff replacement following transfer of an officer moved from the department to life department was not done. This led to increase in work overload in the department despite my several

reminders to human resource department. In the contrast, the manager-human resource transferred one Ann Nguru, who has worked in Property department for her entire working years with the Corporation and has no prior experience or requisite qualifications to work in Research & Development department. After stating the mix of skills and competences required, I was later on served with a Memorandum to Show Cause why disciplinary action should not be taken against me for objecting the transfer.

The officer whom I was give a Memorandum to Show cause why I was requesting for his suitable replacement has since been transferred back to R&D after I was 'terminated', a clear indication that his initial transfer from R&D was an attempt to sabotage the R&D department.

4. The managing director requested me to undertake some quick synopsis on cyber risks and reputational risks and which I graciously did. After emailing the research reports, he did not acknowledge nor respond to the concept notes. Instead of providing me or reinsurance divisional head with feedback formally, he opted to send text messages to some officers in the division, informing them how research department was **"unsupportive"**.
5. As a remedy to the research findings that we should go slow on cyber related risks until we build capacity and ensure that the uptake in the local market satisfies the law of large numbers, I did a concept paper on 'reinsurance for digital products' and which I knew if we lobbied with the regulator we could have the same approved and ratified as compulsory insurance and especially the credit risk for mobile loans apps, the managing director never replied to my email nor acknowledged its receipt. I only heard of him, later on towards the end of the 2023, discussing how the Corporation was going to implement the same.
6. There are many emails related to work that have not responded to or feedback not provided for, despite several follow ups with his office. Just to mention a few include a brief on compulsory cessions and introduction of compulsory facultative arrangements in the local market.
7. My incorporation into debt collection and which at first, I requested to have additional staffing due to understaffing in the department prior to the additional responsibility led to unwarranted Memorandum to show cause. Even though I later agreed to collect from tenants, the managing director would indirectly attack me in every debt or management meeting with statements such as 'negative attitude'. Furthermore, having qualified as a chartered insurer, I would have felt better utilized to be assigned debt collection among brokerage firms and insurance companies and from whom I was previously collecting from prior to being excused from debt collection due to work exigencies as a result of the strategy role being assigned to me

8. I was excluded from the Monday morning management production meeting and instead, my deputy, Mr Samuel Ruugia has been attending the meetings. I would take instructions from either my Junior, Mr Samuel or General Manager -Reinsurance Operations, Mrs Beth Nyaga on what is required from me as part of their deliberations. My clarifications on this matter was brushed off.

9. My involvement in targets revisions, as required under the departmental procedure manual was ignored yet I am responsible to run the statistical models for premium projections and tracking performance.

10. Requests to attend conferences and present research papers where as a department or individual have been invited by the industry was not approved.

11. After the subsidiaries requested that we offer them support in developing their own stand-alone business plans as the department responsible for strategy formulation and monitoring, approval to travel to the subsidiaries to collect requisite data and carry out stakeholder engagements as envisaged under public participation was disapproved.

12. There was undue pressure for me to relocate to 14th floor. I informed the manager HR that it is only fair to secure adequate office space for my staff on the same floor. I felt discriminated, bullied and harassed owing to the fact that no other department within the Corporation has staff seated on a different floor from their HoD.

1. As a way of frustrating me further, my office was relocated from 16th to 14th floor in my absence on Saturday, 12th August 2023 when we had closed for weekend with total disregard to my personal effects in the office.

2. Director Kirika and Director Robert Waruiru requested me to put down my research points on the Corporation undertaking fronted business on **Monday, 7th August 2023** following a board paper presented to Finance and Strategy committee on 25th July 2023 recommending that the Corporation's should be allowed to undertake 'Fronting business'. Whereas my position paper provided insights on the advantages and disadvantages of undertaking fronting and even went further to provide "**outward facultative**" as the best possible alternative, I was later on **Wednesday, 9th August 2023** called by the managing director on 16th floor board room to quarrel me against my submission of the position paper.

3. During the meeting on that day, the managing director threatened me and asked to resign because he was going to use his political connection to play politics with me and mess up my career. The

retiring General Manager -Finance and Investments can attest to this since she walked into the boardroom and heard part of the statements the managing director made. He bragged to me how he is politically connected and how he can play politics on me. I told him to calm down and explain to me why he was upset. Even though he alleged that I wrote an anonymous email to Director Kirika and Director Waruiru on the matter on fronting, I clarified to him that I did the email through my official email and I have no reason whatsoever to write anonymously. I reminded him that as the head of strategy, I have a duty and responsibility to give professional opinion on key Corporation's strategic issues even if the same was not adopted by the board or management. I went further and apologized to him for anything that he felt I offended him about and immediately thereafter, I emailed him the subject position paper.

4. On Thursday, 10th August 2023, while I was off duty, the managing director was at me again through whatsapp messages. He wrote very disturbing and threatening messages which questions his suitability to hold public office. Despite of all these, I assured him of my unwavering support despite the continued harassment. The WhatsApp messages are available.
5. On the same Thursday, 10th August 2023 at night, the managing director asked me to drop my laptop to his office for forensic audit. Although I did adhere to the instructions, what followed next were actions which were meant to hurt my reputation and which I strongly believe led to my unlawful termination from service.
6. The issues listed above led to my official complaint to the chairman of the human resource and nomination committee on **Monday, 14th August 2023** and whose response did not offer me solution to the issues I had raised. Perhaps the board should provide an advisory as to whom an employee should direct his complaint/concerns to if such a complaint is against the Managing Director and Human resource head lacks impartiality on the issues.
7. After the official complaint to the chairman of the board human resource and nomination committee on **Monday, 14th August 2023** at **11.25am**, the same evening I received a show cause letter purportedly originating from General Manager -Reinsurance operations but signed off by manager -Human resource. I was asked to show cause why disciplinary action should not be taken against me on four (4) issues listed below:
 - 7.1. Alleged delay in signing off my 2023 balanced scorecard following revision of business targets for debt collection
 - 7.2. Alleged objected transfer of a staff to Research & Development Department
 - 7.3. Refusal to vacate office on 16th floor, Reinsurance Plaza
 - 7.4. Failure to adhere to communication policy

8. These allegations were unfounded but I dutifully responded to the Memorandum to show cause on **Thursday, 17th August 2023** and addressed all the allegations levelled against me. To date, I have never received any response from the human resource manager regarding my response to the Memorandum to show cause.
9. During the board management retreat held between **Wednesday 15th and Saturday, 18th November 2023** at **Maiyan Resort, Nanyuki**, Mr Johnson Ileri, the chief Accountant, presented a feasibility paper on market entry to DRC market. During the presentation, some facts were either omitted or erroneously stated e.g. reinsurance market size, underwriting results for direct and reinsurance market. Furthermore, the team had not captured the fact that a directive had been issued by the DRC central bank that ownership of banks should be by at least four unrelated shareholders, each with 15% ownership. This directive is highly likely to trickle to the entire financial sector market and Kenya Re, being owned 60% by the Government of Kenya, would be presented with a significant regulatory bottleneck. I brought out these facts including the fact that DRC is not a domesticated market and putting in capital of **USD 10 Mn** was not viable at the time. Instead, based on my research work, I was of the opinion that Kenya Re should prioritize setting up an office in Tanzania where gross written premium as at **Oct 2023** stood at more than **KSh 420 Mn** against a capital requirement of **Ksh 550 Mn**. This offered better business prospect for Kenya Re rather than setting up in DRC where our business volume was below **Ksh 2m** at the same period. Furthermore, setting up in DRC presented other socio-economic challenges including potential exposure to unprofitable mining business which account for over **70%** of insurance revenue in the market. This angered the managing director and I do strongly believe that it contributed significantly to my unlawful termination from service.
10. It is important to note that I was earlier on approved by the managing director to undertake feasibility studies in **DR Congo** and **South Africa**, as per Kenya Reinsurance Corporation Limited expansion framework. However, my travel was revoked on **10th August 2023** and instead replaced by **Mr Johnson Ileri** for **DRC** and **Mr. Nicodemus Gekone** for **South Africa**. As you may recall, feasibility studies are supposed to be coordinated by Research & Development department in line with the approved Kenya Re Expansion Framework.
11. Prior to the strategy retreat around **November 2023**, after I had done all the preparatory work for the strategy retreat scheduled for **mid-November 2023**, the managing director gave a directive that I should not take any active role in strategy and business planning. Instead, he appointed **Mr Warui Muiruri**, Assistant Manager -Finance and **Mr James Mburu**, Assistant Manager - Investments to take up the responsibilities. They were instructed to work with General Manager-Reinsurance Operations, **Mrs Beth Nyaga** and my assistant, **Samuel Ruugia**, instead. This

notwithstanding and knowing that they had limited knowledge in the strategy planning, I supported them in the background to avoid the whole process collapsing at the final stages.

12. To date, I have not been reimbursed my Chartered Insurance Institute examinations costs incurred in line with training policy amounting to USD 1,760 even after requesting for reimbursement and submission of all requisite documents including certificates of achievements.

PWC UNDERTOOK WORK BEYOND THEIR SCOPE

13. PWC were contracted by Kenya Reinsurance Corporation to undertake a forensic audit around **August 2023**.
14. Initial contract had targeted to image **7 laptops**. Specific scope of work was clearly stated. Later on, with total disregard to procurement law, PWC were given instructions to image **a further 9 additional laptops**, refer to a letter from PWC requesting for a contract variation long after undertaking the additional work and without regard to the law that a contract can only be varied after 12 months

Compose



Inbox

A polite follow up on my appeal

Starred

Snoozed

Sent

Drafts

More



Martin Mati <martin.mati.statistician@gmail.com>
to Eric, mimasimai, eunice.nyala, ekorir2000, zachariambogo, bcc: gachubam

Good morning Directors,

I hope this email finds you well.

As per the appeal meeting held on Friday, 2nd February 2024 and your commitme

Sincerely,

Martin Mati

On Wed, Feb 7, 2024, 21:08 Martin Mati <martin.mati.statistician@gmail.com> wr

Dear Directors of HR and Nomination committee of the board,

I sincerely appreciate your audience on Friday, 2nd February 2024.

Due to limited time, I was not able to summarise the attached information which concerns with the chairman, though in confidence, around August last year.

I am sure this will give you more insights in addillon to my appeal grounds.

I submit.

Martin Mati

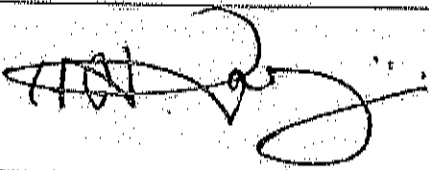
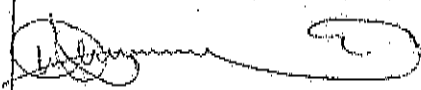
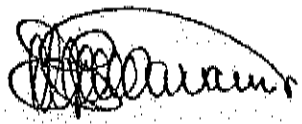
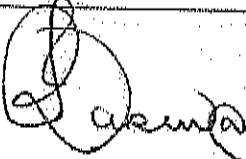
Labels


REF: KRC/LD/P14/05



KENYA REINSURANCE CORPORATION LIMITED

CONFLICT OF INTEREST POLICY

NAME:	SIGNATURE:	DATE:
PREPARED BY: CORPORATION SECRETARY		19/11/2021
CONTROLLED BY: ISO MR		23/11/2021
RECOMMENDED BY: MANAGING DIRECTOR		24/11/2021
APPROVED BY: CHAIRMAN OF THE BOARD		25/11/2021

 <p>KENYA RE REINSURANCE CORPORATION</p> <p>KENYA REINSURANCE CORPORATION</p>	DOC REF: KRC/ LD/P14/05
	Issue Date: 31.12.2015
	Issue no: 1
	Revision: 01
	Revision date:
Title: Conflict of Interest Policy	

3. CONFLICT OF INTEREST

All persons must avoid conflicts of interest between their private activities and their part in the conduct of the organization's business.

A conflict of interest may arise where a person or a close family member has private interests that could improperly influence the performance of the person's official duties and responsibilities.

Conflict may also arise where a person uses their office for personal gain.

A current conflict of interest exists at the present time. An apparent conflict of interest could be perceived by a reasonable observer to exist, whether or not it is the case, and a potential conflict of interest could reasonably be foreseen to exist in the future. A conflict of duty arises, not because of an employee's private interests, but as a result of one or more concurrent or competing official roles. For example, these roles could include the person's primary employment and his or her responsibilities in an outside role that forms part of their official duties, such as an appointment to a board of directors, or other outside function.

4. PREVENTION OF CONFLICT OF INTEREST

Public officers maintain public confidence in the objectivity of their service by preventing and avoiding situations that could give the appearance of a conflict of interest or result in a potential or actual conflict of interest. In addition, all persons are required to observe any specific conduct requirements contained in the Code of Conduct, the Anti-Corruption policy and other statutes governing ethical behaviour and respective person's profession, where applicable.

All persons shall:-

- (i) Declare any real or perceived conflict of interest with the organization upon appointment to the Corporation.



KENYA RE-INSURANCE CORPORATION LTD
CODE OF CONDUCT AND ETHICS POLICY

KRC/HR/P14/18

Name:	Signature:	Date:
Prepared by: Manager, Human Resource		21/07/2022
Controlled by: ISO Management Representative (MR)		22/07/2022
Approved by: Managing Director		22/7/2022
CHAIRMAN - BOARD OF DIRECTORS		27/7/2022



**KENYA REINSURANCE CORPORATION
LTD**

DOC REF: KRC/HR/P14/18

Issue Date: 1/09/2008

Issue no: 02

Revision: 04

Revision date: 14/06/2022

Title: Code of Conduct and Ethics Policy

(c) Any other type of gift specified by the Commission in the regulations.

A staff shall **NOT** receive a gift which is given with the intention of compromising their integrity, objectivity or impartiality.

A staff who receives a gift or donation shall declare the gift or donation to the organization and shall record it in the gift register which copies shall be submitted to the Ethics and Anti Corruption Commission (EACC).

The Corporation keeps a register of all gifts received by the staff and also gifts given by the organization to other state or public officers.

EACC shall make and publicize regulations regarding receipt and disposal of gifts under this section.

The general rule is that gifts should be declared. (See an example of a gift declaration form in the Appendices to these guidelines). A provision on acceptable gifts shall be accompanied by a form or a register, which the staff is required to sign.

One may however receive a gift from a relative or friend given on a special occasion recognized by custom, such as during wedding ceremonies. A staff member may also receive a gift from his or her children.

2.6 Conflict of Interest

A staff member **shall avoid** being in a position in which his/her personal interest conflict with his/her official duties. "Conflict of interest" arises from situations where an employee/chief executive of the organization have a private interest that could potentially influence or appear to influence, the impartial and objective performance of your official duties. Private interests include any advantage to you or your family, close relatives (spouse, child, parent or sibling) friends and persons or organizations with whom you have business or political relations.



**KENYA REINSURANCE CORPORATION
LTD**

DOC REF: KRC/HR/P14/18

Issue Date: 1/09/2008

Issue no: 02

Revision: 04

Revision date: 14/06/2022

Title: Code of Conduct and Ethics Policy

A staff member is required to declare his/her interest on a prescribed form. (See an example of such a form in the annexures).

Staff shall use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with the State officer's or public officer's official duties.

Without limiting the generality of paragraph (1) under this subsection, a staff shall not hold shares or have any other interest in a corporation, partnership or other body, directly or through another person, if holding those shares or having that interest would result in a conflict of the staff personal interests and their official duties. Staff whose personal interests conflict with their official duties shall declare the personal interests to Kenya Re or EACC.

EACC or Kenya Re may give direction on the appropriate action to be taken by the staff to avoid the conflict of interest and the State officer or public officer shall comply with the directions and refrain from participating in any deliberations with respect to the matter.

Notwithstanding any directions to the contrary under the above paragraph, a staff shall not award or influence the award of a contract to themselves, their spouse or child; a business associate or agent; or a corporation, private company, partnership or other body in which the officer has a substantial or controlling interest.

In the above paragraph, "personal interest" includes the interest of a spouse, child, business associate or agent or any other matter in which the staff has a direct or indirect pecuniary or non-pecuniary interest.

Where a staff is present at a meeting, where an issue which is likely to result in a conflict of interest is to be discussed, the staff shall declare the interest at the beginning of the meeting or before the issue is deliberated upon.

This declaration of a conflict of interest shall be recorded in the minutes of that meeting.



DOC REF: KRC/HR/P14/18

Issue Date: 1/09/2008

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**KENYA REINSURANCE CORPORATION
LTD**

Title: Code of Conduct and Ethics Policy

The Corporation shall maintain an open register of conflicts of interest in the prescribed form in which an affected staff shall register the particulars of registrable interests, stating the nature and extent of the conflict. The registrable interests include the interests set out in paragraph 6 of this subsection.

The Corporation shall keep the register of conflicts of interest for five years after the last entry in each volume of the register.

It shall be the responsibility of the staff to ensure that an entry of registrable interests under subsection (11) is updated and to notify the public entity or the Commission of any changes in the registrable interests, within one month of each change occurring.

A staff is advised to declare his/her interest on a prescribed form. (See an example of such a form in the Appendices).

2.7 Participation in tenders

Staff shall not participate in a tender for the supply of goods or services to a public entity in which he or she is serving or is otherwise similarly associated, but the holding of shares by a staff in a company shall not be construed as participating in the tender of a public entity unless the staff has a controlling shareholding in the company.

2.8 Public collections

Staff shall not solicit for contributions from the public for a public purpose unless the President has, by notice in the Gazette, declared a national disaster and allowed a public collection for the purpose of the national disaster in accordance with the law. Staff shall also not participate in a public collection of funds in a way that reflects adversely on their integrity, impartiality or interferes with the performance of the official duties.



**KENYA REINSURANCE CORPORATION
LTD**

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(Form C)

Declaration of Conflict of Interest

Part A-Declaration (to be completed by declaring staff)

To: (Approving Authority)

I would like to report the following existing/potential* conflict of interest situation arising during the discharge of my official duties:

Persons/companies with whom/which I have official dealings and or/personal interest

- 1.
- 2.
- 3.

Brief description of my duties which involve the persons/companies mentioned above and these are the areas of real/possible conflict of interest.

- 1.
- 2.
- 3.

_____ Date

_____ Name of declaring staff
Title/Department

Part B-acknowledgement (to be completed by approving authority)

To: (declaring staff)

The information contained in your declaration foris noted. It has been decided that:

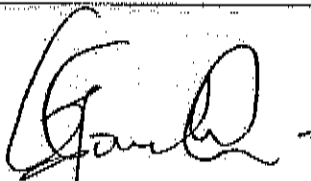
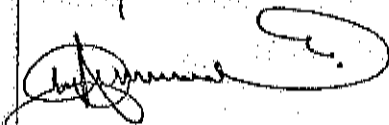




KENYA RE

REF:KRC/CA/P14/03

KENYA REINSURANCE CORPORATION LIMITED

COMPLAINTS HANDLING POLICY

NAME:	SIGNATURE:	DATE:
PREPARED BY: MANAGER CORPORATE AFFAIRS		3/5/2023
CONTROLLED BY: ISO MANAGEMENT REPRESENTATIVE (MR)		03/05/2023
RECOMMENDED BY: MANAGING DIRECTOR		11/5/2023
APPROVED BY: CHAIRMAN, BOARD OF DIRECTORS		11/5/23



KENYA REINSURANCE CORPORATION LIMITED

DOC REF: KRC/CA/P14/03

Issue Date: 16.02.2021

Issue no: 01

Revision No.: 01

Revision/Review date: 17.04.23

Title: Complaints Handling Policy

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KENYA RE

KENYA REINSURANCE CORPORATION LIMITED

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Title: Complaints Handling Policy

CORPORATE VISION

A leading partner in securing the future.

CORPORATE MISSION

To provide sustainable risk and financial solutions.

CORPORATE CORE VALUES

- Agility
- Teamwork
- Professionalism
- Service Excellence
- Probity

POLICY STATEMENT

The Corporation recognizes that complaints are inevitable in any organization and must be managed effectively as they provide valuable information such as feedback about the performance of the organization, signals for action, customers giving you a second chance and an opportunity to improve service.

PURPOSE

The policy aims at providing a system of handling, managing, responding, and reporting customer complaints, to ensure that all complaints raised are handled in a fair, accessible, responsive, efficient, and integrated manner.

Internal – Controlled Copy: Circulation Authorized by ISO Management Representative



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DOC REF: KRC/CA/P14/03

Issue Date: 16.02.2021

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Title: Complaints Handling Policy

SCOPE

This policy covers all staff and customers.

DEFINITIONS

- i. **Complaint:** an expression of dissatisfaction by one or more members of the public about;
 - a) An action or lack of action.
 - b) The standard of service.
 - c) Organizations policies, procedures, quality of service or activities sold or provided.
- ii. A **complaint** can too be defined as a communication that alleges deficiencies during or after a service.

A complaint can be written or oral depending on the convenience of the customer. Anyone receiving or seeking a service from the Corporation, including where appropriate anyone authorized by those unable to lodge the complaint personally.

All complaints will be treated confidentially with no retribution whatsoever.

- iii. **Types of complaints**
 - a) **Minor complaints:** these are complaints which are easily resolved on the spot and require less time to handle.
 - b) **Moderate complaints:** these are complaints which can be resolved on the spot if handled properly and requires more time to handle than minor complaints.
 - c) **Major complaints:** these are complaints which require deep analysis and a lot of time to handle.

Internal – Controlled Copy: Circulation Authorized by ISO Management Representative



KENYA REINSURANCE CORPORATION LIMITED

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Issue Date: 16.02.2021

Issue no: 01

Revision No.: 01

Revision/Review date: 17.04.23

Title: Complaints Handling Policy

CROSS REFERENCES

- ISO 9001
- ISO/IEC 27001
- ISO/IEC 27002
- Corporate Affairs Operations Manual

UNDERLYING PRINCIPLES

The underlying principles regarding complaints handling are:

- i. Compliance to statutory regulations and guidelines from the relevant bodies and Corporation's policies.
- ii. Fact finding to establish the truth and fairness.
- iii. Viewing matters from complaint perspective without being defensive.
- iv. Maintenance of accurate and retrievable records.
- v. A straightforward means for customers to make a complaint to the organization.
- vi. Providing a clear and well publicized complaint handling mechanism.
- vii. Forecasting good relations with the public.
- viii. Complying with the service.

ROLES AND RESPONSIBILITIES

When customers launch complaints, they expect six essential things:

- i. To be heard
- ii. To be understood
- iii. To be respected
- iv. An explanation
- v. An apology; and
- vi. Immediate action



KENYA REINSURANCE CORPORATION LIMITED

DOC REF: KRC/CA/P14/03

Issue Date: 16.02.2021

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Revision/Review date: 17.04.23

Title: Complaints Handling Policy

A. Members of the Board

- i. Approve the policy on complaints and any subsequent changes to reflect the changing circumstances.
- ii. Reinforce Management's commitment and responsibility in identifying areas of complaints.

B. Managing Director

- i. Work within statutory requirements, ensuring both customers' rights and the Corporation's rights are protected.
- ii. Assign one person or a committee to manage each complaint to its outcome.
- iii. Ensure staff members who deal with complaints have the full authority to provide solutions that are acceptable to customers.
- iv. When staff members who deal with complaints cannot resolve them, make sure they can refer complaints directly to another person who can.
- v. Ensure the customer is satisfied with the proposed solution before proceeding.
- vi. Follow up with the customer within a week to make sure that issues have been resolved to their satisfaction.
- vii. Appoint members of the complaints handling committee.
- viii. Approve budget for the complaints Handling Committee.

C. Complaints Handling Committee and Supervisors

- i. Use complaints data to identify problems and trends.
- ii. Establish an outcome of improved service delivery in identified areas.
- iii. Briefing Management fully and regularly on complaints received.
- iv. Reviewing the need for policy changes.
- v. Handle complaints which have not been resolved by the front office staff and report results or the review to the customer.
- vi. If the customer remains dissatisfied, further consideration should be given to options that may be available to achieve a resolution. This may include conciliation, mediation, or further direct negotiation

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KENYA RE

KENYA REINSURANCE CORPORATION LIMITED

DOC REF: KRC/CA/P14/03

Issue Date: 16.02.2021

Issue no: 01

Revision No.: 01

Revision/Review date: 17.04.23

Title: Complaints Handling Policy

over remedying the complaint. If the complaint cannot be resolved within the institution, the complaint is referred to an outside agency such as Ombudsman or to an alternative dispute resolution entity or as a last resort, any legal remedy.

D. Employees

- i. Resolve complaint whenever possible at first contact.
- ii. Log complaints details for later analysis.
- iii. Speak to the customer in person.
- iv. Treat the customer with genuine empathy, courtesy, patience, honesty, and fairness.
- v. Respond to complaint quickly.
- vi. Tell the customer how you will handle the complaint (if you cannot resolve the complaint on the spot, tell them what will happen next and when).
- vii. Keep the customer updated on progress, act quickly on promises and inform when an action is completed.

TERMS OF REFERENCES FOR COMPLAINTS HANDLING COMMITTEE

- i. Develop a complaint handling procedure.
- ii. Ensure all complaints launched in the Corporation both internally and externally are addressed in a fair, equitable, timely and efficient manner.
- iii. To collect and collate all the complaints launched in the Corporation from the Divisional Complaints Register and maintain a Corporate Register.
- iv. To liaise with Commission for Administrative Justice "office of the Ombudsman" on all issues launched to them related to them in the Corporation.
- v. To participate in fulfilling the requirements in terms of compliance with Commission for Administrative Justice requirements and participate in the preparations and submission of quarterly reports in strict adherence to the stipulated deadline.

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Title: *Complaints Handling Policy*

- vi. Ensure compliance with the Corporation's Service Charter in handling complaints.
- vii. Creating awareness to both internal and external stakeholders on issues related to complaints handling.
- viii. Analyze potential areas of complaints and come up with mechanisms of handling or managing the same.
- ix. Use of complaints data to identify problems and trends.
- x. Brief senior management fully and regularly on complaints received.

COMPLAINTS HANDLING CHANNELS

The Corporation will gather information on complaints from employees, public and media, among others. Information can be provided in writing, by telephone or in person to:

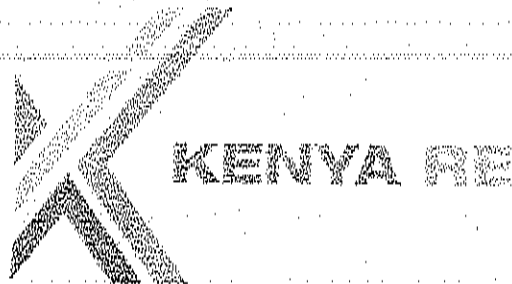
Kenya Reinsurance Corporation Limited Manager, Corporate Affairs Reinsurance Plaza, Taifa Road P.O BOX 30271-00100, Nairobi. Tel 0703083000, 0703083210/212 Email: kenyare@kenyare.co.ke , complaints@kenyare.co.ke , complaintscommittee@kenyare.co.ke Website: www.kenyare.co.ke Facebook: Kenya Reinsurance Twitter: kenya_re	Commission on Administrative Justice West End Towers, 2 nd floor, Waiyaki Way – Westlands, P.O BOX 20414-00200 Nairobi, Kenya Tel; +254 20 2270000 +254 20 2303000 +254 772 125 818 Email: complaints@ombudsman.go.ke Website: www.ombudsman.go.ke
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REVIEW

This policy will be reviewed every two years or when need arises.


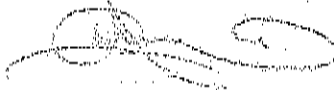
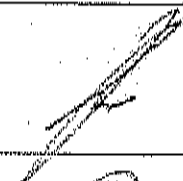

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REF: KRC/HR/001



KENYA REINSURANCE CORPORATION LIMITED

HUMAN RESOURCE POLICIES DOCUMENT

	SIGNED	DATE
Prepared By: HR Manager		Digitally signed by Sally Waigumo Date: 2023.05.30 15:37:05 +03'00'
Controlled By: ISO Management Representative (MR)		Digitally signed by Davis M. Onsakia Date: 2023.06.05 12:08:49 +03'00'
Recommended by Managing Director		6/6/2023
Approved By: Chairman of the Board		7/6/2023

	DOC REF: KRC/HR/001
	Issue Date: 20:01:2016
	Issue no: 06
	Revision No: 07
	Revision / Review Date: 11:05:2023
KENYA RE-INSURANCE CORPORATION LIMITED	Title: HR Policies Manual

employee with copies to the HR Division (put in the employee's staff file) and to the employee's Head of Division.

15.2.1 Disciplinary Process

Step 1:

This involves complaint lodged by an aggrieved employee that requires investigation. It is upon the management to initiate investigations with a view to establishing the merit and evidence which supports the allegation. Where the management considers that the presence of an employee may jeopardise the investigations, such employee will be put on suspension pending investigation with full pay after a maximum of thirty (30) days which may be extended contingent upon how long the management is likely to conclude investigations.

Step 2:

Contingent upon the investigation report, the management shall make an informed decision on whether or not to proceed with the disciplinary action. At this point the management shall serve the accused employee with a notice to show cause in writing in response to the allegations. The response period required by the management to receive communication from the accused employee must not be less than seven (7) days at any given time.

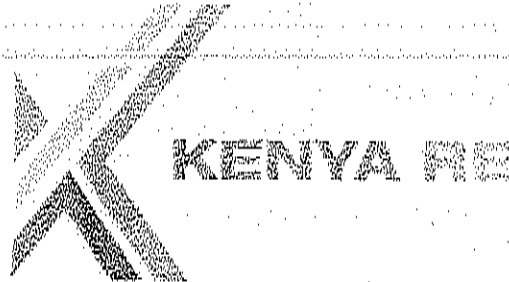
Step 3:

Upon receipt of a written response from the accused employee, the management shall invite the employee to attend disciplinary hearing session; at this time an ad hoc committee shall have been constituted to handle the matter. Membership to the disciplinary committee shall comprise of management representatives drawn from different heads of department and not employees falling under supervision of the accused colleague. The accused employee may be accompanied by a colleague of his choice, this excludes any external representation.

Step 4:


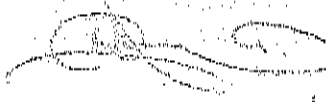
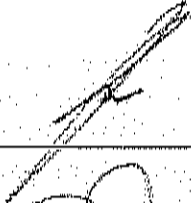
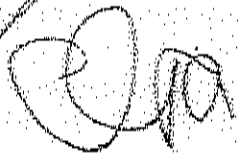
This is the point at which the management shall hold a hearing session, granting the accused employee an opportunity to defend himself against charges and adduce any evidence that can reliably absolve them from culpability. The right to table evidence and invite witnesses to support or corroborate submissions shall be available for both accused employee and the management.

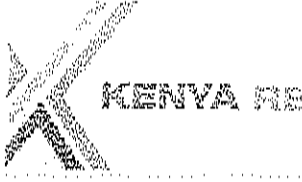
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HUMAN RESOURCE POLICIES DOCUMENT

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KENYA RE-INSURANCE CORPORATION LIMITED	Title: HR Policies Manual

16 OTHER INFORMATION

16.1 Kenya Re Correspondence

- i. The name, initials and titles of a Kenya Re employee signing a Kenya Re letter shall always be typed immediately below his/her signature.
- ii. In the interests of economy, the distribution of copies of Kenya Re correspondence should be restricted as much as possible.

16.2 Use of Telephones

Employees are required to use Kenya Re telephone in a responsible manner. Therefore employees should limit personal calls to a bare minimum. Conversation over the telephone should be short and brief to avoid incoming official calls being blocked.

16.3 Conflicts of Interest

It is Kenya Re' policy to protect the confidentiality of Kenya Re and its employees by imposing reasonable controls on employee's activities, which give rise to conflicts of interest.

An employee shall be required to disclose to Kenya Re all interest in any contracts or arrangements, which may conflict with those of Kenya Re or with the performance of his/her duties. Such disclosure shall be in writing to the Managing Director.

The Managing Director may require an employee to divest him/herself of his/her investment or other pecuniary interest in Kenya Re, or activities which the Managing Director considers may give rise to a real or apparent conflict of interest with the employee's official responsibilities.



REPUBLIC OF KENYA

PUBLIC SERVICE COMMISSION

**Human Resource Policies
and Procedures Manual for
the Public Service**

2023

PRINTED BY THE GOVERNMENT PRINTER, NAIROBI

Wrongful or unlawful acquisition of property

J.12 A public officer shall not use his office to wrongfully or unlawfully influence the acquisition of property.

Conflict of interest

J.13 (1) A "conflict of interest" involves a conflict between the public duty and the private interests of a public officer in which the officer's private capacity interests would improperly influence the performance of their official duties and responsibilities.

(2) A public officer:

- (i) Shall use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with the public officer's official duties;
- (ii) Shall not hold shares or have any other interest in a corporation, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the public officer's personal interests conflicting with his official duties;
- (iii) whose personal interest conflict with his official duties shall declare the personal interests to his supervisor or other appropriate body and refrain from participating in any deliberations with respect to the matter;

- (iv) Recovery of the cost or part of the cost of any loss or breakage caused by default or negligence, provided no such cost has been recovered by surcharge action under the appropriate financial instructions or regulations;
- (v) Deferment of salary increment;
- (vi) Deferment of promotion; and
- (vii) Dismissal and reduction in rank in respect of officers in Job Groups 'P' and below, with the exemption of all officers who have qualified for pension or have served for an aggregate of fifteen (15) years.

Disciplinary procedure

General provisions

K.3 (1) Disciplinary cases dealt with under delegated powers shall be processed through the respective Human Resource Management Advisory Committee.

(2) If criminal proceedings are instituted against an officer or where an officer has been acquitted of a criminal charge in a court of law, the Authorized Officer shall not be prevented from dismissing him or otherwise punishing him on any other charge arising out of his conduct in the matter.

(3) Where an officer has been charged on desertion of duty, the letter shall be addressed to his last known address by registered mail and electronic mail.

(4) The officer should be notified in writing, be given the particulars of the misconduct as preferred and reasonable opportunity to respond to the allegations.

(5) Application of other interventions in resolving the discipline cases such as counseling, guidance and training and dispute resolution mechanisms shall be considered.

(6) Right of appeal and application for review of disciplinary related decisions.

(7) Except disciplinary cases that are subject to court proceedings, all other Disciplinary cases should be dealt with promptly and finalized within a period of six (6) months. Where it is found impracticable to do so the Authorized Officer shall report individual cases to the Public Service Commission explaining the reason for the delay.

Specific Provisions

K.4 (1) In the event of initial instance(s) of minor offences committed by an officer, his/her supervisor will issue a verbal warning and inform him or her of what is likely to befall him/her in case the offence(s) is repeated in future. The verbal warning should be in form of structured discussion which may entail counseling. A copy of the record for such a warning indicating that there was a meeting between the supervisor and the officer should be kept by the supervisor.

(2) The procedures to be followed by Authorized Officers in dealing with discipline cases are as follows:-

(1) In respect of officers in Job Group 'Q' and above:-

- (i) Carry out a preliminary investigation and consultation as to the circumstances surrounding the act of misconduct.
- (ii) Issue the public officer with statement of the alleged offence ('show cause' letter) and the charges framed against him/her and invite him to state in writing the grounds, if any, on which he relies to exonerate himself/herself.
- (iii) The officer shall respond to the charges within twenty one (21) days from the date of the 'show cause' letter.
- (iv) After conducting investigations and disciplinary hearing, the case shall be presented to the Human Resource Management Advisory Committee for deliberation and recommendation.

- (v) If the officer fails to respond within the specified period or if in the opinion of the Authorized Officer, the explanation given is not satisfactory he shall forward the case with copies of the charge and the officer's reply if any, with his comments to the Commission for decision.
- (vi) If the Commission is of the opinion that further investigation is necessary before a decision is made, it will direct the Authorized Officer to do so.
- (vii) The Commission's decision shall be communicated to the officer by the Authorized Officer who shall inform the officer of the right to apply for review where applicable.
- (viii) Where a public officer is found culpable of a disciplinary offence, the decision will be communicated to the relevant professional body, where applicable.

(3) Where the officers are in Job Group 'P' and below but have qualified for pension or served for an aggregate of fifteen (15) years and above and the contemplated penalty is dismissal or reduction of rank or seniority, the procedure to be followed shall be the same as that of officers in Job Group 'Q' and above.

(4) In respect of officers in Job Group 'P' and below but who have not qualified for pension:

- (i) All the steps in (2) (i-iv) above will be observed and where the Authorized Officer is of the opinion that further investigation is not necessary, he will decide on the punishment to be inflicted on the accused officer.
- (ii) Where the Authorized Officer finds it necessary to carry out further investigation, the conditions specified in K.5 shall be observed.
- (iii) On receipt of the investigation report, the Authorized Officer shall on the recommendations of the Human Resource Management Advisory Committee determine whether the accused officer is culpable and decide on the penalty to be imposed.

Conduct of investigations

K.5 (1) While carrying out investigations, the Authorized Officer shall observe the following conditions:-

- (i) Constitute a team of not less than three (3) officers to investigate the matter (where the team is more than three members, the team shall consist of an odd number).
- (ii) The officers conducting the investigation shall be senior to the accused officer and should not have dealt with the case before or have interest in the case.

(2) The report of the investigation shall be submitted to the HRMAC and shall contain:

- (i) evidence collected by the team, including any statements by witnesses;
- (ii) analysis of the evidence and statements;
- (iii) a statement on whether the charges against the officer have been proved, and
- (iv) details on any matter that may affect the gravity of the case, if any.

(3) The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.

K.6 Disciplinary Hearing

The hearing shall be done by a sub-committee of the HRMAC or a sub-committee of the CHRMAC and shall be comprised of officers senior to the accused officer who should not have dealt with the case before or have interest in the case.

(1) The panel should comprise of not less than three (3) officers. Where the panel is more than three members, the panel shall consist of an odd number.

(2) The panel shall give a notice of not less than seven (7) days to both parties prior to the hearing date.

(3) Upon request in writing, the accused officer may be given information, materials and evidence in support of the case.

(4) The parties have a right to request for adjournment.

5) A record of the proceedings of the hearing shall be submitted to the HRMAC and shall contain:

a) a statement on whether the charges against the officer have been proved.

b) evidence collected by the team, including any statements by witnesses;

c) analysis of the evidence and statements; and

d) details on any matter that may affect the gravity of the case if any.

Interdiction

K.7 (1) The powers of interdiction should be



PUBLIC SERVICE COMMISSION

Ref. No. PSC/GEN/22/II/(91)

8th August, 2023

All Authorized Officers
All Vice Chancellors of Public Universities
All Chief Executive Officers of State Corporations

GUIDELINES FOR DEVELOPMENT AND REVIEW OF HUMAN RESOURCE MANAGEMENT INSTRUMENTS FOR STATE CORPORATIONS AND PUBLIC UNIVERSITIES

Reference is made to the Public Service Commission Circular Letter Ref. No. PSC/GEN/22/II/(18) dated 12th June, 2023 vide which the Commission requested for stakeholder views on the draft Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Public Universities.

Subsequent to the said request, the Commission received and incorporated views from various stakeholders. The purpose of this circular is therefore to issue the approved Guidelines for Development and Review of Human Resource Management Instruments for State Corporations and Public Universities to the Service for implementation with immediate effect. These Guidelines are issued pursuant to Article 234 of the Constitution of Kenya and decided Court cases on management of Human Resource in State Corporations and Public Universities.

With effect from the date of this Circular, any newly developed or reviewed Human Resource Management Instruments, or proposal for establishment of new offices, or abolition of offices should comply with the Guidelines herewith and be submitted to the Commission for consideration and approval. Please note that any Human Resource Management Instruments released for implementation without prior approval by the Commission will be considered Null and Void as pronounced by the Courts.

The Guidelines may be accessed on the Commission website: www.publicservice.go.ke.

Take necessary action.

Dr. Simon K. Rotich, CBS

SECRETARY/CEO

PUBLIC SERVICE COMMISSION

1.0 INTRODUCTION

1.1 Preamble

The Public Service Commission (PSC) is an independent Constitutional Commission established under Article 233 of the Constitution of Kenya. The mandate of the Commission is spelt out in Articles 234, 155(3)(a), 158(2)(3) and (4), 171(2), 230(2)(b) and 236 of the Constitution. Article 234 of the Constitution vests the Commission with functions and powers outlined in Section 1.2 of these Guidelines. The Public Service Commission Act, 2017 makes further provision as to the functions, powers and administration of the Commission to give effect to Article 234 of the Constitution and connected purposes.

1.2 Functions and Powers of the Public Service Commission

- (a) Subject to the Constitution and Legislation:
 - (i) Establish and abolish offices in the Public Service; and
 - (ii) Appoint persons to hold or act in those offices, and to confirm appointments;
- (b) Exercise disciplinary control over and remove persons holding or acting in those offices;
- (c) Promote the values and principles referred to in Articles 10 and 232 throughout the Public Service;
- (d) Investigate, monitor and evaluate the organization, administration and personnel practices of the Public Service;
- (e) Ensure that the Public Service is efficient and effective;
- (f) Develop human resources in the Public Service;
- (g) Review and make recommendations to the National Government in respect of conditions of service, code of conduct and qualifications of officers in the Public Service;
- (h) Evaluate and report to the President and Parliament on the extent to which the values and principles referred to in Articles 10 and 232 are complied with in the Public Service;
- (i) Hear and determine appeals in respect of County Governments' Public Service; and
- (j) Perform any other functions and exercise any other powers conferred by national legislation.

The Commission is therefore the lead agency in the management and development of the human resource in the Public Service. To this end, the Public Service Commission has instituted reforms geared towards improving efficiency and effectiveness in service delivery, and making the Public Service more responsive to the needs and demands of the Citizens. One of the key roles of the Public Service Commission is development of

uniform norms and standards in human resource management to create and embed harmony in the management of the human resource across the Public Service.

The role of the Public Service Commission in respect to the exercise of its powers over management of the human resource in State Corporations has been re-affirmed and cemented in a number of cases before the Employment and Labour Relations Court, specifically: Manyara Muchui Anthony -v- Communication Authority & 3 Others [2022] eKLR; Consumer Federation of Kenya (COFEK) -vs- National Social Security Fund Board of Trustees & 2 Others [2022] eKLR; and Nairobi ELRC Petition No. E149 of 2022, Enos Namasaka & Others -vs- KEMSA & Others.

1.3 State Corporations

For purposes of these Guidelines, reference to a State Corporation shall include reference to a public university. State Corporations are agents of the National Government whose ownership is exercised through the Cabinet Secretary, as incorporated under the Cabinet Secretary to the National Treasury Incorporation Act. They are special purpose vehicles, established for purposes of:

- (i) Delivering Government Programmes;
- (ii) Providing services to the citizenry;
- (iii) Regulating the Market place;
- (iv) Producing goods and services in instances of likely market failure; and
- (v) Generating income.

Each State Corporation has its own enabling legal instrument, in form of:

- (i) An Act of Parliament;
- (ii) A Legal Notice issued under an Act of Parliament; and
- (iii) Articles of Association under the Companies Act.

Each State Corporation, being a legal entity, is managed by a Board of Directors or Council, which is also responsible for managing the human resource within the organization. The institutions are over-sighted by the Government as provided for by the Constitution and other Acts of Parliament. Further, each State Corporation falls under a Parent Ministry for oversight.

2.0 PURPOSE OF THE GUIDELINES

These Guidelines have been designed to provide a framework for development and review of human resource management instruments with a view to streamlining the management and oversight of human resource in State Corporations. Henceforth, State Corporations shall

develop or review their Human Resource Management Instruments based on these Guidelines.

Accordingly, all Boards or Councils of State Corporations are required to develop and obtain approval from the Public Service Commission for the following three (3) Human Resource Management Instruments:

- (i) Organizational Structure, Grading and Staff Establishment;
- (ii) Career Guidelines; and
- (iii) Human Resource Management Policies and Procedures Manual.

3.0 SPECIFIC OBJECTIVES OF THE GUIDELINES

The Guidelines have been developed for purposes of:

- (i) Providing uniform norms and standards for application in the development and review of policies and instruments for management of the human resource in State Corporations;
- (ii) Entrenching the promotion and reporting of National Values and Principles of Governance in the management of human resources;
- (iii) Institutionalizing decision making on employee matters for objectivity; and
- (iv) Outlining the roles and responsibilities of the different actors in the management of the human resource function.

4.0 UNDERPINNING PARAMETERS

The development and approval of Human Resource Management Instruments for State Corporations shall be guided by the following parameters:

4.1 Organizational Structure

(a) Introduction

One of the Key roles of the Commission is designing fit for purpose organizational structures for MDAs that are properly aligned to the mandates of respective State Corporations for improved harmonization, coordination and integration of functions for enhanced and seamless service delivery and productivity.

An organizational structure is the technical configuration of roles and responsibilities within an organization. It provides guidelines for the system of reporting that drives an organization, dividing it into functional areas or departments that are responsible for certain aspects of the organization's mandate.

- (vii) Statutory Membership/Registration by Statutory Professional Bodies without which staff may not be allowed to practice;
- (viii) Ensure that serving officers are shielded from any new requirements for their current grades during a revision process. However, for advancement to higher grades all officers will be required to possess the prescribed minimum qualifications and experience required for promotion to the grade;
- (ix) Where necessary, provide for consultations with relevant professional bodies and academic boards for universities and tertiary institutions;
- (x) Investment in human capital and capacity building for optimal staff utilization and career growth; and
- (xi) Adoption of encompassing designations (where cadres cut across Departments), where possible, to allow and facilitate deployment of staff across functional areas.

4.5 Human Resource Management Policies and Procedures Manual

The Public Service Commission is ultimately responsible for ensuring that personnel practices in the Public Service are within uniform norms and standards, are objective and consistently applied in the Public Service and adhere to the provisions of relevant legislation such as the PSC Act and Regulations including the application of Values and Principles of Public Service.

Human Resource Management Policies and Procedures Manuals provide guidelines for management and development of the human resource to facilitate achievement of an organizational goal/mandate.

Human Resource Management Policies and Procedures Manuals for State Corporations shall:

- (i) Be aligned to the provisions of the Constitution, Labour Laws and other relevant legislation;
- (ii) Be aligned to the Public Service Commission Act, 2017 and Regulations, 2020, Performance Management Regulations 2021, and the Human Resource Development Policy in the areas of training and development;
- (iii) Clearly spell out the governance structure and levels of responsibility in the management of human resource matters;
- (iv) Provide for establishment of human resource committees at management and board levels;
- (v) Provide for the various forms of engagement, namely permanent, local agreement / contract terms of Service;
- (vi) Provide for contract terms of service in Grades 1 and 2 subject to obtaining provisions in existing laws, due to the required level of responsibility, accountability and expected contribution to the mandate of the organization. Where

the Board advises that contract employment should extend to level 3, the same should be submitted to the Commission with clear justification for consideration and concurrence.

- (vii) Provide for mechanism for institutionalizing Values and Principles of Public Service during recruitment and human resource management and development;
- (viii) Clearly spell out redress mechanisms in instances of grievances including appeals;
- (ix) Clearly outline obligations and expectations of both employer (Board/Council) & employee;
- (x) Define performance standards together with attendant rewards/ incentives and sanctions;
- (xi) Contain the following salient features:
 - (a) Recruitment, Selection, Appointment and Transfers,
 - (b) Promotions,
 - (c) Terms and Conditions of Service,
 - (d) Salary and Allowances,
 - (e) Benefits, including, Medical Benefits, Transport, among others,
 - (f) Exit from the Service and Terminal Benefits,
 - (g) Leave,
 - (h) Work Environment,
 - (i) Health and Safety,
 - (j) Work Injury Benefits Act (WIBA),
 - (k) Performance Management,
 - (l) Performance Improvement,
 - (m) Training and Development,
 - (n) Code of Conduct,
 - (o) Disciplinary Control,
 - (p) Labour Relations, and
 - (q) Any other emerging provisions
- (xii) Outline clear internal and external communication channels.

The Public Service Commission shall provide a template for Human Resource Management Policies and Procedures Manual which each State Corporation shall use in the development of the Instrument.

5.0 FRAMEWORK FOR SUBMISSION OF HUMAN RESOURCE INSTRUMENTS

5.1 Actors in the management of the Human Resource in State Corporations

State Corporations are managed within the framework that supports Government service delivery and are therefore accountable within established mechanisms that include the following players:

- (i) The National Treasury under the Public Finance Management Act for the provision and accountability of the funds;
- (ii) The Parent Ministry for policy and coordination of mandate and delivery;
- (iii) The Public Service Commission, in accordance with Article 234 of the Constitution, for overall human resource management and development; performance management; promotion, evaluation and reporting on National Values and Principles of Governance and the Values and Principles of Public Service;
- (iv) The Ministry responsible for Public Service for coordination of uniform norms and standards in human resource management or as may be delegated;
- (v) The Salaries and Remuneration Commission in accordance with Article 230 of the Constitution; and
- (vi) Other Government entities that have specific mandates assigned by the Constitution or National Legislation.

5.2 Development and Submission of Human Resource Management Instruments for

Approval

The following steps shall guide State Corporations in submission of their human resource management instruments to the Commission for approval:

Step 1: Development of the Draft Human Resource Management Instruments

The State Corporation develops Draft Human Resource Management Instruments. The instruments will be developed in a consultative manner including the participation of all players who may be affected by implementation of the Instruments, such as employees, the trade unions and other employee representatives and Boards/Councils.

Step 2: Professional Guidance

The State Corporation seeks technical support from the Parent Ministry or any other Government Institution with requisite skills and competencies in development of Human Resource Management Instruments.

The Instruments shall be submitted to the Public Service Commission through the Parent Ministry.

Step 3: Review of the Instruments by the Commission

The Public Service Commission shall analyse the Instruments, engage the respective State Corporations for clarification, where necessary and thereafter:

- (i) Approve the instruments and release them to the State Corporation for implementation, or
- (ii) Defer the approval and return the instruments to the State Corporation indicating areas of amendment.

Step 4: Re-submission of Instruments to the Commission (where Applicable)

On amendment, the State Corporation re-submits the Human Resource Management Instruments to the Commission for consideration within sixty (60) days from the date of the decision.

Step 5: Approval of the Human Resource Management Instruments by the Commission

The Commission shall consider and approve the Human Resource Management Instruments with a provision that any other comments/concerns be raised with the Commission within sixty (60) days from the date of the decision. A copy of the approved instruments will be forwarded to the Parent Ministry for information and retention.

5.3 Accompanying Documents

During submission of the Human Resource Instruments, the State Corporation will be required to attach:

- (i) Justification for review of the instruments, including the business model adopted to ensure sustainability of the State Corporation;
- (ii) Audited Financial Reports for the previous three (3) financial years;
- (iii) Current Strategic/Business Plans, indicating any subsequent modifications;
- (iv) Current Budget for the organization, indicating sources of funds; and
- (v) The key strategies for delivering the mandate and institutionalizing reforms.

5.4 Operationalization of Newly Established Entities

Where a new state corporation has been established and its Human Resource Management Instruments approved, the delinking process and transition of staff, where applicable, shall be completed within one (1) year of the Commission's decision.

5.5 Emerging Issues

Any matters not covered by these Guidelines shall be determined on a case by case basis by the Commission and direction issued on the matter.

6.0 MONITORING, EVALUATION AND REPORTING

These Guidelines shall be reviewed and updated for efficacy every five (5) years and as and when need arises. Their implementation shall inform the Commission's reporting frameworks.

7.0 SPECIAL CIRCUMSTANCES

In exceptional circumstances where a State Corporation may not fit in the prescribed provisions, the State Corporation shall submit proposals to the Commission with clear and sufficient justification for consideration under special procedure.

PUBLIC SERVICE COMMISSION

DISCIPLINE MANUAL FOR THE PUBLIC SERVICE

**A PUBLICATION OF THE
PUBLIC SERVICE COMMISSION**

Revised 2022

Corruption and Economic Crimes Act, 2003, the Public Service (Values and Principles) Act, 2015 include:

- (a) Absence from duty without leave or other lawful cause;
- (b) Negligence of duty;
- (c) Intoxication during working hours;
- (d) Using abusive or insulting language or behaving in a manner likely to cause a breach of the peace;
- (e) Insubordination;
- (f) Criminal conviction;
- (g) Incarceration for more than fourteen (14) days following arrest for cognizable offence;
- (h) Willful destruction of government property;
- (i) Theft by public servant;
- (j) Unauthorized use or disclosure of confidential information;
- (k) Falsification of information or references on appointment; and
- (l) Acceptance of any bribe, secret profit or unauthorized commission.

4.6 PENALTIES

All penalties inflicted on a public officer shall be within the law and the Public Service Commission Act, 2017. The following are the penalties which may be inflicted on an officer facing disciplinary action:

- (a) Recovery of cost or part of the cost of any loss or breakage caused by default or negligence provided that no such cost has been recovered by surcharge under the appropriate financial instructions or regulations.
- (b) Reprimand.
- (c) Stoppage, withholding and deferment of salary increment.
- (d) Deferment of promotion.
- (e) Reduction in rank or seniority; provided that the reduction should not be more than one grade or rank.
- (f) Dismissal from the service.

4.7 REQUIREMENTS FOR CARRYING OUT INVESTIGATIONS

Verifiable evidence is the foundation of fairness in disciplinary cases and this can be achieved through investigation of alleged offences. Such investigations should be carried out by committees appointed in writing by the Authorized Officer.

While carrying out investigations, the following shall be observed:

- (a) Investigating committee should comprise of officers senior to the accused officer and should not have dealt with the case before or have interest in the case.
- (b) The Authorized Officer shall give clear terms of reference and specific timelines within which to carry out the investigation.
- (c) The team shall comprise a minimum of three (3) members, and where the number exceed three, it should be an odd number. Experts may be co-opted to assist in understanding of technical aspects of the discipline case.
- (d) The investigating team shall include a human resource officer as a technical advisor.
- (e) The Authorized Officer or a HRMAC member shall not be involved as an investigator of any disciplinary case.
- (f) The officer under investigation shall be interviewed by the investigating committee and be given a chance to produce relevant documents, call and examine witnesses, and peruse any availed documents related to the case.
- (g) After listening to all witnesses and studying all the documents, the committee shall sum up the case and record its findings as evaluated against the evidence.
- (h) The investigating committee shall record details of any matters which may aggravate or mitigate the gravity of the case.
- (i) The investigation report shall be submitted to the relevant HRMAC and shall not contain any recommendation on the form of punishment to be inflicted on the accused officer but should contain:
 - (i) A statement on whether the charges against the officer have been proved;
 - (ii) evidence collected by the team, including any statements by witnesses;
 - (iii) analysis of the evidence and statements; and
 - (iv) Details on any matter that may affect the gravity of the case if any.
- (j) Where further investigations are required as provided for in the regulations, such investigations shall be conducted in accordance with the process in (a) to (i) above.

4.8 DISCIPLINARY HEARING

Disciplinary hearing is an integral part of the disciplinary procedure as provided for in the Employment Act and the Fair Administrative Action Act.

4.8.1 Hearing panel

- (a) The Disciplinary hearing shall be conducted by a committee/panel appointed by the Authorized Officer or the County Commissioner as the case may be.
- (b) The hearing panel shall comprise of the HRMAC/CHRMAC or a sub-committee of the HRMAC/CHRMAC members. The panel should comprise a minimum of three (3) members, and where the number exceeds three; it should be an odd number.
- (c) The panel shall include a human resource officer as a technical advisor.
- (d) The panel may, where necessary, co-opt experts to assist in understanding the technical aspects of the discipline case.

4.8.2 Hearing proceedings

To effectively carry out the hearing, the following procedure shall apply: -

- (a) The panel shall give a notice for hearing of not less than seven (7) days to the accused officer and other interested parties prior to the hearing date as per the sample letter provided in *Appendix IX*.
- (b) In the notice, the accused officer shall be informed of his right to access information, materials, and evidence related to the case.
- (c) The reporting officer and the accused officer together with their witnesses shall be required to attend the hearing proceedings at the same time.
- (d) The accused officer shall be given an opportunity to cross-examine the reporting officer, together with witnesses.
- (e) The defence of the accused officer together with his/her witnesses shall be heard after which the reporting officer shall be given an opportunity to cross-examine.
- (f) Both parties may bring expert witnesses to testify on technical aspects on areas of expertise touching on the disciplinary case.
- (g) Adjournment of the hearing may be granted by the panel upon request by any of the parties provided that compelling reasons have been given.
- (h) The hearing proceedings shall be recorded verbatim.

- (i) At the end of the hearing, each party shall be given an opportunity to make their final submissions in writing.
- (j) Where an officer is represented by an advocate, a union official or any other representative during the disciplinary hearing, the representative may cross examine the witnesses of the complainant and make final submissions on behalf of the officer.
- (k) The hearing panel shall analyze the evidence gathered during the hearing proceedings and record its findings. While analyzing the evidence, the hearing panel shall consider the charges against the officer as captured in the show cause letter, written defence, witness statements, experts' statements among other relevant records.
- (l) The proceedings of the hearing and findings shall be submitted to the HRMAC or CHRMAC and shall not contain any recommendation on the form of punishment to be inflicted on the accused officer but should contain:
 - (i) Evidence collected by the team, including any statements by witnesses;
 - (ii) Analysis of the evidence and statements;
 - (iii) Details on any matter that may mitigate or aggravate the case if any; and
 - (iv) A statement on whether the charges against the officer have been proved.



REPUBLIC OF KENYA

PUBLIC SERVICE COMMISSION

**Human Resource Policies
and Procedures Manual for
the Public Service**

May, 2016

PRINTED BY THE GOVERNMENT PRINTER, NAIROBI

Wrongful or unlawful acquisition of property

J.12 A public officer shall not use his office to wrongfully or unlawfully influence the acquisition of property.

Conflict of interest

J.13 (1) A "conflict of interest" involves a conflict between the public duty and the private interests of a public officer in which the officer's private capacity interests would improperly influence the performance of their official duties and responsibilities.

(2) A public officer:

- (i) Shall use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with the public officer's official duties;
- (ii) Shall not hold shares or have any other interest in a corporation, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the public officer's personal interests conflicting with his official duties;
- (iii) whose personal interest conflict with his official duties shall declare the personal interests to his supervisor or other appropriate body and refrain from participating in any deliberations with respect to the matter;

(iv) shall not award a contract, or influence the award of a contract to:-

- (a) Himself/herself,
- (b) A spouse or relative,
- (c) A business associate, or
- (d) A corporation, partnership or other body in which the officer has an interest;

(v) who is serving on a full time basis shall not participate in any other gainful employment;

(vi) shall not allow himself to be influenced in the performance of his duties by plans or expectations for or offer of future employment or benefits and shall disclose, in writing to the Commission all offers of future employment or benefits that could place him in a situation of conflict of interest; and

(vi) shall not be engaged by or act for a person or entity in a matter in which the officer was originally engaged in as a public officer, for at least two years after leaving the public office.

(3) In this section "personal interest" includes the interest of a spouse, relative, or business associate.

- (iv) Recovery of the cost or part of the cost of any loss or breakage caused by default or negligence, provided no such cost has been recovered by surcharge action under the appropriate financial instructions or regulations;
- (v) Withholding, deferment and stoppage of salary increment; and
- (vi) Dismissal and reduction in rank in respect of officers in Job Groups 'P' and below, with the exemption of all officers who have qualified for pension.

Disciplinary procedure

General provisions

K.3 (1) Disciplinary cases dealt with under delegated powers shall be processed through the respective Human Resource Management Advisory Committee.

(2) If criminal proceedings are instituted against an officer or where an officer has been acquitted of a criminal charge in a court of law, the Authorized Officer shall not be prevented from dismissing him or otherwise punishing him on any other charge arising out of his conduct in the matter.

(3) Where an officer has been charged on desertion of duty, the letter shall be addressed to his last known address by registered mail.

(4) Disciplinary cases should be dealt with promptly and finalized within a period of six (6) months. Where it is found impracticable to do so the Authorized

Officer shall report individual cases to the Public Service Commission explaining the reason for the delay.

Specific Provisions

K.4 The procedures to be followed by Authorized Officers in dealing with discipline cases are as follows:-

- (1) In respect of officers in Job Group 'Q' and above:-
 - (i) Carry out a preliminary investigation and consultation as to the circumstances surrounding the act of misconduct.
 - (ii) Issue the public officer with statement of the alleged offence ('show cause' letter) and the charges framed against him/her and invite him to state in writing the grounds, if any, on which he relies to exonerate himself/herself.
 - (iii) The officer shall respond to the charges within twenty one (21) days from the date of the 'show cause' letter.
 - (vi) The case shall be presented to the Human Resource Management Advisory Committee for deliberation and recommendation.
 - (v) If the officer fails to respond within the specified period or if in the opinion of the Authorized Officer, the explanation given is

not satisfactory he shall forward the case with copies of the charge and the officer's reply if any, with his comments to the Commission for decision.

Conduct of investigations

K.5 (1) While carrying out investigations, the Authorized Officer shall observe the following conditions:-

- (i) Constitute a team of not less than three (3) officers to investigate the matter (where the team is more than three members, the team shall consist of an odd number).
- (ii) The officers conducting the investigation shall be senior to the accused officer and should not have dealt with the case before.

(2) The report of the investigation shall be submitted to the Commission and shall contain:

- (i) evidence collected by the team, including any statements by witnesses;
- (ii) analysis of the evidence and statements;
- (iii) a statement on whether the charges against the officer have been proved; and
- (iv) details on any matter that may affect the gravity of the case, if any.

(3) The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.



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19th January 2024

Our Ref: DIC/CORRESPONDENCE/2024/001

The Chairman
Board of Directors
Kenya Reinsurance Corporation Limited
Reinsurance Plaza
Taifa Road, CBD
P.O. Box 30271 - 00100
NAIROBI

Dear Hon. Catherine Kimura

**RE: PROFESSIONAL FEES PAYMENT OF KSH 1,511,502 TO MR MARTIN MATI ON 13TH
FEBRUARY 2019**

The matter herein above refers.

Development Impact Ltd in a joint venture with Promin Consultants Ltd were on December 2014 contracted by **Ministry of Labour, Social Security and Services (MLSS&S)** to provide consultancy services on **Programme Implementation and Beneficiaries Satisfaction Survey for the National Safety Social Protection Programme (NSNP)** implemented by the Ministry. To this end, **Martin Mati** of ID No 22675300 was contracted by DIC on behalf of the consortium, just like many consultants, as the data manager for this one-off consultancy vide an independent consultant contract entered on **8th day of January, 2015** (hereby attached).

In consideration of the services rendered Mr. Mati was paid a total consultancy fee amounting to Kshs. **4,400,000.00 (Kenya shillings Four Million, Four Hundred Thousand)**. The payment made through Real Time Gross Settlement (RTGS) on 13th February 2019 by Promin Consultants, on behalf of the consortium was **Mr. Mati's** final dues for the services rendered.

For any further clarifications please feel free to reach out to me directly.

Yours sincerely,

Raphael M Kabando
Managing Consultant

