



**PROVISION OF INSURANCE BROKERAGE SERVICES
UNDER GENERAL INSURANCE POLICIES - (PUBLIC LIABILITY,
OFFICERS & DIRECTORS LIABILITY AND PENSION TRUSTEES
LIABILITY)**

TENDER NO. KAA /OT/FIN/0010/2020-2021

JULY 2020

**Managing Director
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI.**

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Kenya Airports Authority
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SECTION I - INVITATION FOR TENDERS

TENDER NO. KAA /OT/FIN/0010/2020-2021

Date: 14th JULY 2020

RE: PROVISION OF INSURANCE BROKERAGE SERVICES UNDER GENERAL INSURANCE POLICIES - (PUBLIC LIABILITY, OFFICERS & DIRECTORS LIABILITY AND PENSION TRUSTEES LIABILITY)

-
- I.1 The Kenya Airports Authority invites sealed bids from eligible candidates to engage the services of competent Insurance Brokers who will be expected to undertake the following: -
- (a) Advise the Authority on the appropriate insurance protection for their insurable interests.
 - (b) Obtain premium quotations from reputable insurance underwriters
 - (c) Study and negotiate the terms of the insurance contracts to suit the requirements of the Authority.
 - (d) Obtain the requisite debit notes.
 - (e) Receive and process all complaints on behalf of the Authority in a timely manner
 - (f) Obtain and review the policy documents and submit them to the Authority
 - (g) Handle insurance claims in a timely manner
 - (h) Advise the Authority on all aspects of risk management.
 - (i) Ensure that the documents issued under the insurance contract comply with both statutory and regulatory requirements
- I.2 You may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.
- I.3 A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal>.
- I.4 Upon accessing the tender documents, interested bidders shall response to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>. For interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than 3 days before tender closing date. All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.

- 1.5** Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents, click on “Tech Bid” the system will allow you to create a document, Click “create” button and attach the documents. and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>
The tender shall be submitted **online** on or before **28th July 2020 at 11.00 am**. Late bids shall be rejected.
- 1.6** Tenders will be opened **online** immediately thereafter at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. The procuring entity shall, on request, provide a copy of the tender opening register to a person submitting a tender.
- 1.7** Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/> portal. You are advised to regularly check the website during the bidding period

General Manager
PROCUREMENT & LOGISTICS
FOR: MANAGING DIRECTOR/CEO

SECTION II - INSTRUCTION TO TENDERERS

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2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Kenya Airports Authority's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Airports Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Airports Authority, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not be applicable.
- 2.2.3 The Kenya Airports Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender document comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Invitation for Tenders
 - (ii) Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract

- (v) Schedule of Requirements
- (vi) Contract Form
- (vii) Confidential Business Questionnaire Form
- (viii) Tender security Form
- (ix) Performance security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Kenya Airports Authority by post, fax or by email at the Kenya Airports Authority's address indicated in the Invitation for tenders. The Kenya Airports Authority will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the Kenya Airports Authority. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The Kenya Airports Authority shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Kenya Airports Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Airports Authority, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Airports Authority, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Airports Authority's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security of **Kshs.100,000.**

2.12.2 The tender security is required to protect the Kenya Airports Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a cash deposit, bank guarantee or a bank draft issued by a reputable bank located in Kenya and valid for thirty (30) days beyond the validity of the Tender, as stipulated under Clause 2.13 below.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.2 shall be rejected by the Kenya Airports Authority as non-responsive, pursuant to paragraph 2.20.5

2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

2.12.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Airports Authority as non-responsive.

2.13.2 In exceptional circumstances, the Kenya Airports Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Kenya Airports Authority at the following address:-

- (b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **28th July, 2020 at 11.00 am.**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Airports Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Airports Authority at the address specified under paragraph 2.15.2 not later than **28th July, 2020 at 11.00 am.**

2.16.1 The Kenya Airports Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Kenya Airports Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by the Kenya Airports Authority as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Airports Authority prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Kenya Airports Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at **28th July, 2020 at 11.00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya Airports Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Kenya Airports Authority will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya Airports Authority may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Kenya Airports Authority in the Kenya Airports Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination

- 2.20.1 The Kenya Airports Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Kenya Airports Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Kenya Airports Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Kenya Airports Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya Airports Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Kenya Airports Authority will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Kenya Airports Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Kenya Airports Authority's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

The Kenya Airports Authority requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya Airports

Authority's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya Airports Authority may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Kenya Airports Authority

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Kenya Airports Authority on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Kenya Airports Authority in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Kenya Airports Authority will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Kenya Airports Authority deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Kenya Airports Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Kenya Airports Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26. Kenya Airports Authority's Right to accept or Reject any or all Tenders

2.26.1 The Kenya Airports Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Airports Authority's action. If the Kenya Airports Authority determines that non of the tenders is responsive, the Kenya Airports Authority shall notify each tenderer who submitted a tender.

2.26.2 The Kenya Airports Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.26.4 Negotiations

2.26.4.1 Negotiations will be held at the same address indicated in the Appendix to the Information to Consultants. The purpose of the negotiations is for the procuring entity and the individual Insurance broker to reach agreements on all points regarding the assignment and sign a contract.

- 2.26.4.2 The negotiations will include a discussion on the Service Level agreements, Period of contract & termination, Scope of services, staff and any suggestions made by the individual insurance broker to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.26.4.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual insurance broker whose proposal (Bid) achieved the second highest score to negotiate a contract.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Kenya Airports Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Kenya Airports Authority pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Kenya Airports Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the Kenya Airports Authority notifies the successful tenderer that its tender has been accepted, the Kenya Airports Authority will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Airports Authority.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Kenya Airports Authority.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya Airports Authority may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Kenya Airports Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Kenya Airports Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.4.1	The Kenya Airports Authority will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the Kenya Airports Authority.
2.21	Tender Currencies. All prices shall be quoted in Kenya Shillings and shall be inclusive of all applicable taxes.
2.12.1	Tender security shall be Kshs.100,000 valid for 150 days from the date of tender opening from an Insurance Company approved by the Public Procurement & Assets Disposal Authority (PPDA) and must be valid for 150 days from the tender closing date. Bidders will be required to submit original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.
2.13	Replace words; “ninety (90)” with words “one twenty (120)” days
2.15& 2:16	Submission of Tender document and its attachments shall be online as provided in the Invitation to Tenderers.
2.15.2	Address for clarification: General Manager Procurement and Logistics, P.O. Box 19001 - 00501 Nairobi Kenya Email: tenders@kaa.go.ke Telephone: +254 (0)20 661 1000

4.0 EVALUATION CRITERIA

Bidders shall be evaluated on the basis of the following **Mandatory and Technical requirements**. KAA will award the contract to the successful tenderer whose tender has been determined to be the most responsive to requirements and lowest evaluated tender. Bidders who will pass the mandatory requirements will be considered for technical evaluation. Where there is a conflict between the Instruction to tenderers & the appendix, the provision of the appendix herein shall prevail over those of the Instruction to Tenderers.

4.1 Mandatory Requirements

No	REQUIREMENTS TO BE MET BY THE INSURANCE BROKER
4.1.1	Dully filled and signed Form of Tender
4.1.2	Submit a Tender Security of Kshs. 100,000 valid for 150 days from date of tender opening from a bank registered in Kenya or an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA). Bidders will be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.
4.1.3	Dully filled Confidential Business Questionnaire Form
4.1.4	Duly filled Self-Declaration Form
4.1.5	Registration with the Insurance Regulatory Authority (IRA) as an Insurance Broker and a copy of the license MUST be submitted.
4.1.6	Copy of certificate of Registration/Incorporation
4.1.7	Copy of a valid KRA Tax Compliance Certificate
4.1.8	Provide a copy of current membership of the Association of Insurance Brokers of Kenya (AIBK)
4.1.9	Bank guarantee of Kshs.3 million deposited with the Insurance regulatory Authority (IRA)-Attach evidence.
4.1.10	A copy of the Professional Indemnity Insurance Cover of at least Kshs.100 million.
4.1.11	Must submit copies of Audited Financial Statements for the last three (3) years 2016, 2017 & 2018 or 2017, 2018 & 2019.
4.2.9	MUST attach a duly completed Insurance Company's Authorization Form from their proposed underwriters (Use form T3 attached)

REQUIREMENTS TO BE MET BY THE INSURANCE UNDERWRITER	
	The insurance underwriter is required to provide the following information in respect to the Underwriter:-
4.2.1	A copy of the registration with the Insurance Regulatory Authority for current year
4.2.2	A copy of the Certificate of Registration/Incorporation.
4.2.3	A copy of a valid KRA Tax Compliance Certificate
4.2.4	A copy of the Current membership of the Association of Kenya Insurers (AKI).
4.2.7	Must have paid up capital of at least Kshs. 500 Million
4.2.8	Must submit copies of Audited Financial Statements for the last three (3) years 2016, 2017 & 2018 or 2017, 2018 & 2019.

NB: Bidders who do not meet any of the above requirements will be disqualified and shall not be evaluated further.

4.3 Technical Requirements

The bids shall be evaluated on the basis of their responsiveness to the following requirements. Failure to meet any of the technical requirements will lead to automatic disqualification

No	Requirement-Local Insurance Broker	MUST MEET
4.3.1	Must have continuously operated as insurance brokers for the last 5 years (2020, 2019, 2018, 2017 & 2016) as evidenced by annual Insurance Certificates from Insurance Regulatory Authority (IRA).	
4.3.2	Must have an average gross annual turnover of Kshs. 250 million over the last three (3) years 2016, 2017 & 2018 or 2017, 2018 & 2019. Each tenderer MUST submit proof by attaching copies of their audited financial statements.	
4.3.3	Recommendations from five clients with premiums of Kshs.10 million and above (Excluding motor vehicle portfolio) each within the last five years (2020, 2019, 2018, 2017 & 2016). Each client MUST indicate the types/class of insurance policy, period of cover, and aggregate premium. Information MUST be submitted in the format of the attached form T4 . Bidders who will score poor in any of the requirements, will be automatically disqualified.	
4.3.4	Must have written proof from Five clients that they have handled business of similar size and complexity as provided for	

	under the schedule of requirements in the last five years (Attach proof by providing copies of Contract agreements, LSOs/LPOs or letters of award). Please note recommendation letters will not be considered.	
4.3.5	Staff qualification of (a) At least a degree and a diploma in insurance or a related field with 3 years' experience in general insurance. (b) Two staff members with an insurance diploma qualification and MUST be submitted in the format of the attached form T5 . Attach all the copies of relevant certificates and detailed CVs for the three above.	

	Requirements - Insurance Underwriter	
	The insurance underwriter is required to provide the following information in respect to the Underwriter:-	
4.3.7	Must have the following average gross underwritten premium (excluding motor portfolio) in the last three (3) years 2016, 2017 & 2018 or 2017, 2018 & 2019. Reference will be the audited Financial statements & Annual returns. <ul style="list-style-type: none"> • General Business: Average Annual Gross premium of not less than Kshs 1 Billion under General Business excluding Motor Vehicle portfolio. 	
4.3.8	Underwriters recommended by the Broker for General Business will have a minimum solvency margin of 150% for the year 2019. Reference will be the Insurance Regulatory Authority (IRA) audited books of Accounts- Annual returns as at 31st December 2019.	
4.3.9	The proposed Insurance Companies MUST give a list of the top four (4) clients for whom they have handled insurance business of similar nature & complexity as described in under the schedule of requirement within the last three year (2020, 2019,2018 or 2019, 2018, 2017).	

4.4 Financial evaluation

- i. Prices indicated on the **Form F: Summary of Premium (price schedule)** shall be the total cost of the services quoted including premium, deductible, brokerage remuneration, all customs due and other taxes.
- ii. Brokers shall express the costs in Kenya Shillings.

- iii. The broker's shall indicate their net proposed rates used to determine the premium proposed for each policy in their Price Schedule.
- iv. Failure to provide the schedule of prices will lead to disqualification.
- v. The broker's price schedule for each policy shall be supported by a price quotation from the recommended underwriter which must be **signed and stamped on each page**. Only quotations accompanied by the underwriter's quotations duly signed and stamped by the underwriter's authorized official(s) will be accepted. Quotations that are not supported by underwriters' quotations will not be considered for evaluation.
- vi. Unit prices and rates quoted and indicated by the broker shall be fixed during the term of the contract and shall not be subject to variation save as provided under the applicable provisions of the Public Procurement and Asset Disposal Act, 2015. A tender submitted with an adjustable price quotation will be rejected.
- vii. The evaluation committee will also determine whether the financial proposals are complete. In addition to price, a detailed analysis of the Special extensive clauses, Exclusions, Excess/deductibles in addition to any other requirement enhancing cover in favour/unfavorable to the procuring entity will be evaluated.
- viii. Contract will be awarded to successful broker whose tenders will have been determined to be the lowest evaluated

NOTE:

Bidders are hereby notified that due diligence shall be carried out on the information provided by the bidder. Any false information provided will lead to automatic disqualification.

The Authority will not accept and/or respond to request for clarification from bidders received 3 days before the tender opening.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

FORM T3 - INSURANCE COMPANY'S AUTHORIZATION FORM

To: The Managing Director
Kenya Airports Authority,
P.O Box 19001-00501,
NAIROBI. KENYA

WHEREAS(*Name of Insurer/Underwriting Company*) who are established and reputable Insurance of (*Class/Scope of business*) having registered offices at(*physical address of the insurer*) do hereby authorize (*name of brokerage Firm*) to submit insurance services for(*insurance services*).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

Signature of Authorized Official:

Name and Designation of Authorized Official :

Company Stamp :

FORM T4 - CLIENT REFERENCE FORM

Name of Insurance Broker:

Name and address of Insured

(Client): _____

Insurance Policies handled

Class of Insurance	Period of Cover	Total Premium

Performance Evaluation

(The Insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Declaration

We confirm that the insurance brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is more than Kshs.10,000,000.00 (Shillings Ten Million).

Name of authorized.....

Signatory.....

Title.....

Signature.....

Official Stamp of the Insured

Telephone Contact:.....

Tender For Insurance Brokerage Services

FORM T5 – PROFESSIONAL QUALIFICATIONS (Insurance Broker)

Officer's Name	Position Held	Professional Qualifications (list and attach copies of certificates)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify and attach copies of certificates)

Signature _____
 Chief Executive Officer/Principal Officer

_____ Date

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 Notes

1. These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers the detailed proposals for the insurance services they intend to provide.
2. Tenderers must indicate whether the insurance services offered comply with specified requirements.
3. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The Authority reserves the right to reject the insurance services proposed, if such deviations shall be found to adversely affect the use of such services.
4. Tenderers will be required to provide a summary of the quotations, which should take the format of the appended forms 'E₁' to 'E₃' and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies. The space provided in the format should however not be a constraint to the amount of information that tenderers can submit.
4. Any special requirements in respect to each class of insurance has been provided in the quotation forms 'E₁' to 'E₃'. Such requirements must be considered and addressed in the bids.
5. Tenderers are requested to consider and quote for optional two (2) year Long Term Contract period in addition to the basic quote of one (1) year. The tenderers should clearly indicate the applicable annual premium and the commensurate 2-year LTA and 3-Year LTA premiums. Additionally the fundamental conditions of the LTA should be outlined in the bid.
6. Tenderers will be required to provide a summary of their quotations based on the format of the appended form 'F' (Price Schedule).
7. The policies have been clustered into four lots as will be seen below in Form 'F' – Summary of Premium (Price Schedule)
8. Tenderers are required to quote for each lot independently of the others since each will be evaluated separately. However, the policy will be awarded to only one bidder

A quotation in respect to each policy within any lot must be submitted for the quotation in respect to that lot to be considered complete. Should a tenderer fail to quote for any class of policy within a lot, then his bid will be considered incomplete and therefore ineligible for evaluation.

9. All premiums should be inclusive of taxes and levies.
10. The Authority will also consider the excess conditions as part of financial evaluation. Any bid whose excess conditions will be considered as limiting the procuring entity from enjoying the full benefits of the policy will be considered as non-responsive.

5.2 SCHEDULES

FORM 'F'-SUMMARY OF PREMIUM (PRICE SCHEDULE)

	<u>CLASS OF POLICY</u>	Year 1 Premium (Kshs	2 Year LTA Premium (Kshs	3 Year LTA Premium (Kshs
1	Directors' & Officers' Liability			
2	Pension Trustees Liability			
3	Public Liability			
	Sub Total			

E₁) CLASS OF POLICY: OFFICERS & DIRECTORS LIABILITY

SCOPE OF COVER : Personal legal liability of Directors and Officers in respect of claims made against them for actual or alleged wrongful acts and attributable to negligence, errors, omission and commission. Cover includes civil damages, claimants costs awarded against the insured and costs of legal representations.

LIMITS OF LIABILITY	Limit of Liability per event and/or aggregate 12 months USD.	Deductible /Excess	Annual Premium (KSHS)	2yr LTA Premium (KSHS)	3 yr LTA Premium (KSHS)
	15,000,000				

SITUATION : Worldwide

EXCLUSIONS :

**SPECIAL CONDITIONS/
EXTENSIVE CLAUSES** :

JURISDICTION CLAUSE:

UNDERWRITER :

E₂) CLASS OF POLICY: PENSION TRUSTEES LIABILITY

SCOPE OF COVER: Legal liability of Trustees to pay for loss arising under the applicable RBA Act, trusts, indemnity laws or agreements for a claim against a Trustee for wrongful act or any actual breach of trust, duty, statutory provision, or the consequence of negligent professional standards, error, omission, or misleading statement. Provided the claim(s) is/are first made against the Trustee during the policy period of discovery period.

NUMBER OF TRUSTEES: 8

FUND VALUE : Kshs. 10 Billion

LIMITS OF INDEMNITY

	Limit	Rate %	Annual Premium Kshs	2-year LTA Premium Kshs	3 year LTA Premium Kshs.
Any one event	Kshs. 30,000,000/-				
Any one period (of insurance)	Kshs. 30,000,000/-				

JURISDICTION : Kenya

EXCLUSIONS :

SPECIAL CONDITIONS/:
EXTENSIVE CLAUSES

UNDERWRITER :

E₃) CLASS OF POLICY: PUBLIC LIABILITY

COVER: Indemnity against legal liability to third parties in respect of:- a) Accidental death of or bodily injury or disease contracted by any person, b) Accidental loss of or damage to property, occurring through the fault or negligence of the Insured and in connection with the Insured's business at any time during the Period of Insurance or any subsequent period for which the Company may accept renewal of this Policy.

LIMITS OF LIABILITY:	PER EVENT (Kshs)	PER PERIOD (Kshs)
	35,000,000	150,000,000

JURISDICTION : Kenya

EXCLUSIONS :

SPECIAL CONDITIONS/:
EXTENSIVE CLAUSES

UNDERWRITER :

UNDERWRITER:-	ANNUAL PREMIUM	2 year LTA Premium Kshs	3 YEARS LTA Premium Kshs

SECTION III - GENERAL CONDITIONS OF CONTRACT

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3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Kenya Airports Authority and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Kenya Airports Authority under the Contract.
- (d) “The Kenya Airports Authority” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Kenya Airports Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Kenya Airports Authority in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Kenya Airports Authority's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Kenya Airports Authority and shall be returned (all copies) to the Kenya Airports Authority on completion of the contract's or performance under the Contract if so required by the Kenya Airports Authority.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Kenya Airports Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Airports Authority the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Kenya Airports Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Airports Authority and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
- 3.6.4 The performance security will be discharged by the Kenya Airports Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Kenya Airports Authority in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Kenya Airports Authority, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the Kenya Airports Authority's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the Kenya Airports Authority within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Airports Authority's prior written consent.

3.11. Termination for Default

3.11.1 The Kenya Airports Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Airports Authority.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Kenya Airports Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Kenya Airports Authority terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Kenya Airports Authority for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Kenya Airports Authority may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya Airports Authority.

3.13. Termination for Convenience

3.13.1 The Kenya Airports Authority by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the Kenya Airports Authority may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The Kenya Airports Authority and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

- 3.17.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

	APPENDIX TO SPECIAL CONDITIONS OF CONTRACT
3.4	<p>Patent Rights</p> <p>The Contractor shall indemnify the Kenya Airports Authority against all third-party claims of infringement of patent, trademark, or design rights arising from use of the services under the contract or any part thereof.</p>
3.6	<p>Performance Security</p> <p>Underwriters who will be awarded will be required to submit a Performance Guarantee in the form of Bank Guarantee or Cash within 14 days from a registered bank licensed to operate in Kenya acceptable to Kenya Airports Authority. The value of the performance guarantee shall be equivalent to 10% of premium to be paid on each class of Insurance Policy award.</p>
3.7	<p>Delivery of Services and Documents</p> <p>I. Obligations of the Broker</p> <p>A. Prohibition of Conflicting Activities</p> <p>Neither the Broker nor their personnel shall engage, either directly or indirectly, during the term of this contract, any business or professional activities which would conflict with the activities assigned to them under this contract.</p> <p>B. Confidentiality</p> <p>The Broker and their personnel shall not, disclose any proprietary or confidential information relating to the services, this contract, or the Client’s business or operations without the prior written consent of the Client.</p> <p>C. Broker’ Actions Requiring Client’s Prior Approval</p> <p>i. The Broker shall obtain the Client’s prior approval in writing before taking action or undertaking any activity not covered in the Broker Scope of Services. Documents Prepared by the Broker to be the Property of the Client.</p> <p>ii. All plans, reports, and other documents and software submitted by the Broker shall become and remain the property of KAA together with a detailed inventory thereof. The Broker may retain a copy of such documents</p>

and software.

- iii. The Broker shall ensure that the sums insured under any Material Damage Policies will be adjustable according to a professional valuation or other suitable means at the discretion of Kenya Airports Authority from time to time. These adjustments may involve refunds or additional payment of premiums and commissions.
- iv. The Broker shall not make any changes to the accepted panel of underwriters participating in the policies under their brokerage without prior consultation with Kenya Airports Company. It is deemed that the Broker shall have applied all reasonable means to ascertain the solvency and financial security of the relevant underwriters appointed to the Insurance Portfolio. It is a condition that the Broker, in ascertaining the solvency and financial security of the appointed Underwriters ascertains that such Underwriters do not present undue exposure to the Client regarding potential payment of any claims et al and that such Underwriters have been prudently selected by the Broker with due regard to KAA interests.
- v. KAA reserves the right, its discretion, to reject any Insurance Policy Document or part thereof deemed by Kenya Airports Authority not to incorporate any items, terms, conditions, wordings etc. considered to have been sanctioned by Kenya Airports Authority, the Client similarly reserves this right where items, terms, conditions, workings incorporated in such Policy document are not considered to have been sanctioned by the Client. This right may be exercised at any time.
- vi. Upon receipt of Underwriters debit note/ invoice, KAA shall remit to the underwriters all premiums and the Broker shall give KAA written confirmation of such remittance within thirty (30) days of receipt of premiums.

D. Removal and/or Replacement of Personnel

- i. Except as Kenya Airports may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Broker, it becomes necessary to replace any of the Key Personnel, the Broker shall provide as a replacement a person of equivalent or better qualifications.

	<p>ii. If Kenya Airports Authority finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Broker shall, at Kenya Airports Authority written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Kenya Airports Authority.</p> <p>iii. The Broker shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel</p>
3.8	<p>Payment (GCC8)</p> <p>1. Terms and Conditions of Payment</p> <p>Payments will be made to the account of the underwriter according to the payment schedule stated in the contract. Payment shall be made after the conditions listed in the contract for such payments have been met, and the Broker has submitted an invoice to the Client specifying the amount due.</p> <p>2. Payment shall be made promptly by the Authority, but in no case later than sixty (60) days after submission of an invoice/Debit Note acceptable to the Authority</p>
3.9	<p>Prices</p> <p>The Rates quoted per Mile or in percentage for services to be rendered shall not vary/change or be subject to any adjustment during the period of the contract.</p>
3.10	<p>Assignment</p> <p>The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Airports Authority's prior written consent.</p>
3.11, 3.12, 3.13 & 3.17	<p>Termination</p> <p>The Client may terminate this Contract, by not less than seven (7) days' written notice of termination to the Broker, to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this Clause 13 and thirty (30) days' in the case of the event referred to in (6):</p>

	<ol style="list-style-type: none"> 1. if the Broker does not remedy a failure in the performance of their obligations under the Contract, within Seven (7) days after being notified or within any further period as the Client may have subsequently approved in writing; 2. if the Broker becomes insolvent or bankrupt; 3. if, as a result of Force Majeure, the Broker is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or 4. if the Broker, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of the Client in the selection process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Broker (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.</p> <ol style="list-style-type: none"> 5. If KAA in its sole discretion, decides to terminate this Contract due to sub- standard services. 6. If the government or industry documents required for performing this tender expire and are not validated.
3.14	<p>Resolution of Disputes</p> <p>Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to amicably resolve a contract dispute the dispute shall be governed by and interpreted in accordance with the Laws of Kenya and subject to the arbitration. However, any party may proceed to the High court</p>

	of Kenya should they not be satisfied with the outcome of arbitration.
	Commencement & Duration of Services The Broker and underwriter shall begin carrying out the Services immediately the date the Contract becomes effective, or at such other earlier date as may be specified in the Contract. The contract shall be renewed annually subject to the satisfactory performance.
	Expiration of Contract Unless terminated earlier pursuant to Clause 3.11, 3.12, 3.13 & 3.17 this Contract shall terminate on satisfactory completion of the Services.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form** -When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Kenya Airports Authority.
5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya Airports Authority.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part I and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part I – General: Business Name Location of business premises. Plot No.....Street/Road Postal Address Tel No. Fax E mail Nature of Business ,..... Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch	
--	--

	Part 2 (a) – Sole Proprietor																					
Your name in full Age Nationality Country of origin • Citizenship details																						
Part 2 (b) Partnership																						
Given details of partners as follows:																						
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.					
Name	Nationality	Citizenship Details																				
Shares																						
1.																						
2.																						
3.																						
4.																						
Part 2 (c) – Registered Company																						
Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows																						
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.....			2.			3.			4.			5		
Name	Nationality	Citizenship Details																				
Shares																						
1.....																						
2.																						
3.																						
4.																						
5																						
Date Signature of Candidate																						

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier).....
declare and guarantees that no offer, gift or payment consideration or benefit of any kind,
which constitutes an illegal or corrupt practice, has been or will be made to anyone by our
organization or agent, either directly or indirectly, as an inducement or reward for the
award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement;
or
- b) If a contract has already been entered into with the person, the contract shall be
voidable at the option of KAA
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit
any other legal remedy that KAA may have

Name.....Signature.....Date.....
Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier).....
declares and guarantees that no person in our organization has or will be involved in a
fraudulent practice in any procurement proceeding.

Name..... Signature..... Date.....
Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier).....
declares and guarantees that no director or any person who has any controlling interest in
our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....
Company Seal/Business Stamp

Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between
[name of Procurement entity] of [country of Procurement entity]
(hereinafter called “the Kenya Airports Authority”) of the one part and
[name of tenderer] of [city and country of tenderer]
(hereinafter called “the tenderer”) of the other part:

WHEREAS the Kenya Airports Authority invited tenders for the Insurance Brokerage services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Kenya Airports Authority)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LITIGATION HISTORY

Name of Applicant (Insurance Broker)

All applicants should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. If none, please indicate NONE.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs.)