



# **PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY.**

**KAA/OT/FIN/0042/2023-2024**

**SEPTEMBER 2023**

---

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

---

**General Manager (Finance)  
Kenya Airports Authority  
P. O. Box 19001- 00501  
NAIROBI.**

## TABLE OF CONTENTS

### Contents

PREFACE.....	
APPENDIX 2 TO THE PREFACE.....	<b>Error! Bookmark not defined.</b>
<b>PART 1 - TENDERING PROCEDURES .....</b>	<b>6</b>
SECTION I - INSTRUCTIONS TO TENDERERS .....	7
SECTION II - TENDER DATA SHEET (TENDER DATA SHEET) .....	24
SECTION IV- TENDERING FORMS .....	<b>Error! Bookmark not defined.</b>
A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	43
ii) Conflict of interest disclosure .....	44
B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	46
SELF-DECLARATION FORMS.....	48
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015 .....	48
SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE. ....	49
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.....	50
SCHEDULE OF PRICES FORM .....	62
TENDERER INFORMATION FORM .....	63
QUALIFICATION INFORMATION .....	64
<b>1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.....</b>	<b>64</b>
6 LETTER OF AWARD.....	68
Form of Contract .....	70
FORM OF TENDER-SECURING DECLARATION .....	73
<b>PART II – SCHEDULE OF INSURANCE REQUIREMENTS .....</b>	<b>74</b>
3. SCHEDULE OF REQUIREMENTS .....	38
<b>PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS.....</b>	<b>44</b>
APPENDIX TO THE CONTRACT .....	52
BENEFICIAL OWNERSHIP DISCLOSURE FORM.....	52

## INVITATION TO TENDER

CONTRACT NO. KAA/OT/FIN/0042/2023-2024

DATE: 12<sup>th</sup> September 2023

**CONTRACT NO: PROVISION OF INSURANCE BROKERAGE SERVICES FOR  
AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA  
AIRPORTS AUTHORITY**

1. Kenya Airports Authority invites sealed tenders from eligible and competent Insurance Brokers for the **PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY** for an initial period of one-year renewable for further One-year at the discretion of KAA subject to Satisfactory Performance.
2. Tendering will be conducted under Open Tendering Process using a standardized tender document
3. A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://kaa.go.ke/corporate/procurement/>. Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website (([www.kaa.go.ke](http://www.kaa.go.ke))). Tenderers who download the tender document must forward their particulars immediately to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) or the Public Procurement Information Portal (PPIP) portal to facilitate any further clarification or addendum.
5. No other communication channel shall be used except through this email address [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke).
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted including any attachments.
7. The tender shall be submitted online on or before **27<sup>th</sup> September 2023 at 11.00 am**. 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](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than three (3) days before tender closing date. All relevant submission documents must be attached on the login submission screen (On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. **"Caution Do not attach your documents on the collaboration folder"**). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>. Bidders should note that documents submitted for purposes of registration for login credentials do not form part of the tender document.
8. All Prices quoted should be inclusive of all costs and taxes; and must be in US Dollars and shall remain valid for **126 days** from the closing date of Tender.
9. Tenders will be opened online immediately on **27<sup>th</sup> September 2023 at 11.00 am** at the Conference Room, 2<sup>nd</sup> Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those tenderers who shall have submitted their interest to submit their tenders online and would wish to participate in the tender opening. Tenderers shall therefore be required to submit their email address to [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) to enable them access this link during the tender opening.
10. Any additional information, addendums or clarifications in respect to this tender will be available in our website <https://kaa.go.ke/corporate/procurement/> portal. You are advised to regularly check the website during the bidding period.

11. Bidders shall not have access to the eProcurement system after the official closing time.
12. The addresses referred to above are:
  - a. **Address for obtaining further information and for purchasing tender documents**
    - i. Name of Procuring Entity – KENYA AIRPORTS AUTHORITY
    - ii. Physical address - Kenya Airports Authority Headquarters complex building, Jomo Kenyatta International Airport, Airport North Road, 2<sup>nd</sup> Floor, Procurement & Logistics Department
    - iii. Postal Address – P.O Box 19001 – 00501 Nairobi
    - iv. Officer to be contacted. – General Manager, Procurement and Logistics, Email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke)

(1) Tenders shall be submitted through the eProcurement portal.

**[Authorized Official (name, designation, Signature and date)]**

Name; General Manager (Procurement & Logistics)

---

---

## **PART 1 - TENDERING PROCEDURES**

---

## **SECTION I - INSTRUCTIONS TO TENDERERS**

### **A. General**

#### **1. Scope of Tender**

- 1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the tender Data Sheet.

#### **2. Definitions**

- 2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified in the tender data sheet, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided in the tender data sheet. The insurance duration for each item will be one year or the period specified in the tender data sheet.

#### **3. Fraud and Corruption**

- 3.1 The Kenya Airports Authority requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 The Kenya Airports Authority requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Kenya Airports Authority shall indicate in the tender data sheet and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Kenya Airports Authority to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### **4. Eligible Tenderers**

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in

accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the tender data sheet.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent 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.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) Has the same legal representative as another Tenderer; or
  - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Kenya Airports Authority regarding this Tendering process; or
  - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Kenya Airports Authority for the Contract implementation; or
  - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the tender data sheet ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of the Kenya Airports Authority who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Kenya Airports Authority throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as

insurance businesses.

- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.11 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 Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV 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.ira.go.ke](http://www.ira.go.ke)
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## **5. Qualification of the Tenderer**

- 5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

### **6 Sections of Tendering Document**

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

#### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TENDER DATA SHEET)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

#### **PART 2: Procuring Entity's Requirements**

- v) Section V–Schedule of Requirements

#### **PART 3: Contract**

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)



viii) Appendix to the Contract–Insurance Policy

- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Kenya Airports Authority is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Kenya Airports Authority is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Kenya Airports Authority shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

**7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting**

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Kenya Airports Authority in writing at the Procuring Entity's address specified in the tender data sheet or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Kenya Airports Authority will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the tender data sheet prior to the deadline for submission of tenders. The Kenya Airports Authority shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the tender data sheet, the Kenya Airports Authority shall also promptly publish its response at the web page identified in the tender data sheet. Should the clarification result in changes to the essential elements of the Tender Documents, the Kenya Airports Authority shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Kenya Airports Authority shall specify in the tender data sheet if a pre-arranged Site visit and/or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Kenya Airports Authority not later than the period specified in the tender data sheet before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Kenya Airports Authority shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the tender data sheet. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Kenya Airports Authority exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

**8. Clarification of Tendering Document**

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact the Kenya

Airports Authority in writing at the Procuring Entity's address specified in the tender data sheet. The Kenya Airports Authority will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the tender data sheet. The Kenya Airports Authority shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified in the tender data sheet, the Kenya Airports Authority shall also promptly publish its response at the web page identified in the tender data sheet. Should the clarification result in changes to the essential elements of the tendering document, the Kenya Airports Authority shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

## **9. Amendment of Tendering Document**

9.1 At any time prior to the deadline for submission of Tenders, the Kenya Airports Authority may amend the Tendering document by issuing addenda.

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Kenya Airports Authority in accordance with ITT 6.3. The Kenya Airports Authority shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Kenya Airports Authority shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

## **C. Preparation of Tenders**

### **10. Cost of Tendering**

10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Kenya Airports Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **11. Language of Tender**

11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Kenya Airports Authority shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### **12. Documents Comprising the Tender**

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;

- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required in the tender data sheet.

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

### **13. Form of Tender and Schedule of Requirements**

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

### **14. Alternative Tenders**

14.1 Unless otherwise indicated in the tender data sheet, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

### **15. Tender Prices and Discounts**

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies pay able by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TENDER DATA SHEET**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

### **16. Currencies of Tender and Payment**

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TENDER DATA SHEET**.

### **17. Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

- 17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service provider's qualifies for a margin of preference. Further the information will enable the Kenya Airports Authority identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Kenya Airports Authority as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Kenya Airports Authority may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Kenya Airports Authority is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Kenya Airports Authority (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
  - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Kenya Airports Authority that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
- 18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its

Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TENDER DATA SHEET**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## **19. Period of Validity of Tenders**

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TENDER DATA SHEET**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Kenya Airports Authority in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Kenya Airports Authority as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Kenya Airports Authority may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## **20. Tender Security**

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TENDER DATA SHEET**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TENDER DATA SHEET**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Kenya Airports Authority as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Kenya Airports Authority shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as



possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:
  - i) Sign the Contract in accordance with ITT 45; or
  - ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Kenya Airports Authority shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

## **21. Format and Signing of Tender**

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TENDER DATA SHEET**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TENDER DATA SHEET** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

## **22. Sealing and Marking of Tenders**

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
  - i) in an envelope marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
  - ii) in the envelope marked "COPIES –ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Kenya Airports Authority in accordance with ITT 23.1;

- c) Bear the specific identification of this Tendering process specified in accordance with **TENDER DATA SHEET 1.1**; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Kenya Airports Authority in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with **TENDER DATA SHEET 1.1**; and
- (c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, the Kenya Airports Authority will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

## **23 Deadline for Submission of Tenders**

23.1 Tenders must be received by the Kenya Airports Authority at the address and no later than the date and time specified **in the TENDER DATA SHEET**. When so specified **in the TENDER DATA SHEET**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TENDER DATA SHEET**.

23.2 The Kenya Airports Authority may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Kenya Airports Authority and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **24. Late Tenders**

24.1 The Kenya Airports Authority shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Kenya Airports Authority after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **25 Withdrawal, Substitution and Modification of Tenders**

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Kenya Airports Authority prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **26. Tender Opening**

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Kenya Airports Authority shall, at the Tender opening, publicly open and read out all Tenders received by the

deadline at the date, time and place specified in the **TENDER DATA SHEET** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TENDER DATA SHEET**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Kenya Airports Authority may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Kenya Airports Authority attending Tender opening in the manner specified in the **TENDER DATA SHEET**.

26.7 The Kenya Airports Authority shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The Kenya Airports Authority shall prepare a record of the Tender opening that shall include, as a minimum:

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **27. Confidentiality**

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is



transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Kenya Airports Authority in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Kenya Airports Authority on any matter related to the Tendering process, it should do so in writing.

## **28 Clarification of Tenders**

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Kenya Airports Authority may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Kenya Airports Authority may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Kenya Airports Authority shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Kenya Airports Authority in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

## **29 Deviations, Reservations, and Omissions**

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## **30 Determination of Responsiveness**

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
  - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

## **31 Non-conformities, Errors and Omissions**

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Kenya Airports Authority and may not subsequently be made

responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Kenya Airports Authority may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Kenya Airports Authority may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

## **32. Arithmetical Errors**

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Kenya Airports Authority shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from an incorrect calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

## **33. Comparison of Tenders and Conversion to Single Currency**

33.1 The Kenya Airports Authority shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TENDER DATA SHEET**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TENDER DATA SHEET**.

## **34. Margin of Preference and Reservations**

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TENDER DATA SHEET**.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservation exclusive to specific groups as provided in ITT 33.4.

34.4 Where it is intended to reserve a contract 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 maybe), and who are appropriately registered as such by a competent authority, a Kenya Airports Authority shall ensure that the invitation to tender specifically indicates that only businesses or

firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **35. Evaluation of Tenders**

35.1 The Kenya Airports Authority shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Kenya Airports Authority shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Kenya Airports Authority will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
- b) Price adjustment due to discounts offered in accordance with ITT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
- d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be based on each item and not a combination of items.

### **36. Comparison of Tenders**

36.1 The Kenya Airports Authority shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

### **37. Abnormally Low Tenders and Abnormally high tenders**

#### **Abnormally Low Tenders**

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Kenya Airports Authority shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Kenya Airports Authority determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Kenya Airports Authority shall reject the Tender.

## **Abnormally High Tenders**

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Kenya Airports Authority 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 Tenderers is compromised.

37.5 In case of an abnormally high price, the Kenya Airports Authority shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Kenya Airports Authority may also seek written clarification from the tenderer on the reason for the high tender price. The Kenya Airports Authority shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Kenya Airports Authority may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Kenya Airports Authority shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Kenya Airports Authority determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Kenya Airports Authority shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

## **38. Qualification of the Tenderer**

38.1 The Kenya Airports Authority shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Kenya Airports Authority shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

## **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

39.1 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **40. Award Criteria**

40.1 The Kenya Airports Authority shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### **41. Notice of Intention to enter in to a Contract**

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Kenya Airports Authority shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

#### **42. Standstill Period**

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Kenya Airports Authority has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

#### **43. Debriefing by the Procuring Entity**

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Kenya Airports Authority for a debriefing on specific issues or concerns regarding their tender. The Kenya Airports Authority shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **44. Negotiations**

44.1 The negotiations shall be held at the place indicated in the **TENDER DATA SHEET** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Kenya Airports Authority will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Kenya Airports Authority before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Kenya Airports Authority shall prepare minutes of negotiations that are signed by the Kenya Airports Authority and the Tenderers' authorized representative.

#### **45. Letter of Award**

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the



Standstill Period, the Kenya Airports Authority shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

**46. Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Kenya Airports Authority shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

**47. Performance Security**

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TENDER DATA SHEET**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Kenya Airports Authority has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TENDER DATA SHEET** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Kenya Airports Authority may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

**48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, the Kenya Airports Authority shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

**49. Procurement Related Complaint and Administrative Review**

49.1 The procedures for making Procurement-related Complaints are as specified in the **TENDER DATA SHEET**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<b>A. General</b>
ITT1.1	<p>The reference number is: <b>KAA/OT/FIN/0042/2023-2024</b></p> <p>The Procuring Entity is <b>Kenya Airports Authority</b></p> <p>The name of the contract is: <b>Provision of Insurance Brokerage Services for Airport Operations Liability Policy</b> for Kenya Airports Authority renewable for further One-year at the discretion of KAA subject to Satisfactory Performance.</p>
ITT 2.1(a)	<p><b>Electronic – Procurement System</b></p> <p><b>KAA shall use Electronic procurement system:</b> Enterprise Resource Planning (ERP) software (<b>Systems Applications and Products</b> in Data Processing)</p> <p>A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <a href="https://kaa.go.ke/corporate/procurement/">https://kaa.go.ke/corporate/procurement/</a></p> <ol style="list-style-type: none"> <li>1. Upon accessing the tender documents, you will be required to respond to the tender <b>online</b> using the following link <a href="https://suppliers.kaa.go.ke/irj/portal">https://suppliers.kaa.go.ke/irj/portal</a>.</li> <li>2. Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a> for login credentials early enough and not later than three (3) days before tender closing date.</li> <li>3. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click “Tech Bid” subfolder and create attachments. “Caution Do not attach your documents on the collaboration folder”</i>). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link <a href="https://www.kaa.go.ke/corporate/procurement/manuals/">https://www.kaa.go.ke/corporate/procurement/manuals/</a></li> </ol> <p>Tenders shall be submitted and opened online.</p> <p>Completed Tender documents and its attachments shall be submitted <b>online before the closing date 27<sup>th</sup> September 2023 at 11.00 am</b></p>

ITT 2.2	<p>The intended date for commencing the Provision for Insurance Services is immediately the date the contract becomes effective, or at such earlier date as may be specified in the contract</p> <p>The Insurance duration will be 12 months (1 year) renewable for a further period of 1 year at sole discretion of KAA based on satisfactory performance.</p> <p>The performance of the Insurers and Brokers shall be evaluated annually with reference to the contract.</p>
ITT 3.3	The information made available on competing firms is as follows <u>N/A</u>
ITT 4.1	<p>1) Eligible Tenderers are Insurance Brokerage firms registered and operating in Kenya</p> <p>2) Joint Ventures are not applicable in this Tender</p>
	<b>B. Contents of Tendering Document</b>
ITT 7.1, 7.3 8.1	<p>For <b><u>Clarification of Tender Purposes</u></b> only, the Procuring Entity's address is;-  <b>Kenya Airports Authority</b>  <b>Postal Address and name of Officer to be intentioned:</b>  <b>General Manager (Procurement &amp; Logistics)</b>  <b>P.O. BOX 19001-00501 Nairobi</b>  <b>Email: tenders@kaa.go.ke</b></p> <p>Any clarifications or questions must be in writing and should reach the Procurement Department not later than <b>Three (3) days</b> before Tender closing/Opening date</p>
ITT 7.2	<p>(a) A pre-arranged pretender site visit <b><i>shall not</i></b> take place</p> <p>(b) A pre-tender meeting <b><i>shall not</i></b> take place</p>
ITT 7.5	The procuring Entity's website where minutes of the pre-tender meeting and the pre-arranged pretender will be published is <u>N/A</u>
ITT 12.1 (j)	The tenderer shall submit the additional documents in its tender as per the Evaluation Criteria provided in section (III). These documents are mandatory.
ITT 14.1	Alternative tenders <b>shall not be</b> considered
ITT15.5	The unit price and rates quoted by the tenderer shall be fixed during the term of the contract
ITT16	<p>a) The Currency of the tender and the currency of payments shall be US Dollars (USD)</p> <p>b) Payment is sixty (60) days from completion of policy documents agreeable to all parties' accompanied by invoice/ debit notes together with other required and related documents</p>
ITT 18.3	Prequalification <b><i>has not</i></b> been undertaken
ITT 19.1	The Tender validity period Shall be <b>126 days</b> from the opening/closing date.
ITT 20.1	<p>The Tender Security shall be required of <b>Kshs. 1,000,000.00</b> valid for <b>156 days</b> from the date of tender opening/closing.</p> <p>The tender security shall be in any of the following forms:</p> <p>a) cash or banker's cheque, or</p> <p>b) a bank guarantee, or</p> <p>c) guarantee issued by a reputable insurance company approved by Public Procurement</p>



	<p>Regulatory Authority (PPRA) or d) Letter of credit</p> <p>Bidders are required to note the following:</p> <p>(i) Those who have obtained a digital tender security must provide it online with their tender document in the KAA portal. The digital tender security must have a mechanism to verify such as use of quick response (QR) code or an online portal. They do not need to provide a hard copy of the tender security physically.</p> <p>(ii) Those who do not provide a digital tender security as per (i) above will be <b>required to submit an original Tender Security physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters, 2<sup>nd</sup> Floor on or before the closing/opening date and time.</b></p>
ITT 21.1	Not Applicable
ITT 21.3	The written confirmation of Authorization to sign on behalf of the Tenderer Shall consist of: A written, Signed and Stamped Power of Attorney certified by the commissioner of oaths. However, this is not required for sole proprietorships and partnerships where the owner or partner is the signatory.
	<b>D.Submission and Opening of Tenders</b>
ITT23.1	<p>For <b><u>Tender submission purposes</u></b> only, the procuring entity's address is:</p> <p><b>Kenya Airports Authority</b></p> <p>Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login submission screen (<i>On submission screen, click technical Rfx Response tab which will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your technical tender response documents. Here you click "Tech Bid" subfolder and create attachments. "Caution Do not attach your documents on the collaboration folder"</i>). For Financial Proposal, use the submission financial screen for inputting the Price and related financial attachments on Notes and attachments. A step by step manual/guide is available for downloading using the link <a href="https://www.kaa.go.ke/corporate/procurement/manuals/">https://www.kaa.go.ke/corporate/procurement/manuals/</a> A step by step manual/guide is available for downloading using the link <a href="https://www.kaa.go.ke/corporate/procurement/manuals">https://www.kaa.go.ke/corporate/procurement/manuals</a></p>
ITT 23.1	<p>The deadline for tender submission is <b>27<sup>th</sup> September 2023</b></p> <p>Please note that all our tenders shall be <b>submitted</b> electronically except the original tender security which shall submitted to the office of the General Manager (Procurement &amp; Logistics) on or before the closing time which is on <b>27<sup>th</sup> September 2023 at 11.00 am</b></p> <p>The original tender security shall be initialed by the opening committee members.</p>
ITT 25	Tender withdrawals, substitution or modifications shall be done in writing with clear instructions on what is being withdrawn, substituted or modified and must be attached online before the tender closing date and time.
ITT 26.1	Tenders will be opened online immediately on <b>27<sup>th</sup> September 2023 at 11.00 am</b> at the Conference Room, 2 <sup>nd</sup> Floor, Kenya Airports Authority Headquarters complex building. A virtual link shall be provided to those tenderers who shall submit their

	tenders online and would wish to participate in the tender opening. Tenderers shall therefore be required to submit their email address to tenders@kaa.go.ke to enable them access this link during tender opening.
<b>ITT 26.6</b>	Not applicable. This is an electronic tender
	<b>E. Evaluation and Comparison of Tenders</b>
ITT33.2	The Currency of the tender and the currency of payments shall be US Dollars (USD).
ITT34.2	Not Applicable
ITT37.2	KAA reserves the right to confirm with Underwriters on recommended prices.
	<b>F. Award of Contract</b>
ITT 44.1	Not Applicable
ITT 49.1	<p>The procedure for making a procurement related complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:compliance@ppra.go.ke">compliance@ppra.go.ke</a> .</p> <p>If a Tenderer wishes to make a Procurement –related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>General Manager, Procurement &amp; Logistics Kenya Airports Authority Email address: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following: (i) T The terms of the Tender Documents; and (ii) T The Procuring Entity’s decision to award the contract</p>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

- I) Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
  - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- II) This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

### III) Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "*Part2-Procuring Entity's Insurance Requirements*", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered unresponsive and will not be considered further.

## I) PRELIMINARY/MANDATORY EVALUATION CRITERIA

### a) Insurance Broker

No.	Requirements	MUST MEET
B1	<p>Duly filled, signed and stamped form of tender including the following areas:</p> <ul style="list-style-type: none"> <li>• Not having been declared ineligible by the PPRA as described in ITT 3.7</li> <li>• No conflicts of interest in accordance with ITT3.3</li> </ul>	
B2	A copy of the Certificate of Incorporation issued by the Registrar of Companies. Must have been in existence in brokerage operation for at least Ten (10) years from the date of registration. Certified, signed & stamped by an Advocate of the High Court of Kenya. This certification must not be dated more than six (6) months to the tender closing date	
B3	Valid KRA Tax Compliance Certificate (KAA reserves the right to authenticate with KRA).	
B4	Duly filled, signed & stamped Tenderer's Eligibility Confidential Business Questionnaire form	
B5	Must submit valid reinsurance treaties cover note/slip.	
B6	Must submit a list of the participating International Insurance Underwriters showing their respective proportions of retention (cover). Each participating International Insurance Underwriter MUST sign for their proportion of cover.	
B7	Duly filled, signed and stamped price schedule	
B8	The Tender MUST be submitted in the required format and Sequentially serialized on each page of the bid submitted.	
B9	A written Power of Attorney signed and stamped by a Commissioner for Oaths. The person lawfully authorized by the Power of Attorney shall sign all forms and documents in the tender. A power of Attorney shall not be required where the bidder is a sole-proprietor or the only shareholder of a company provided he/she is the signatory.	
B10	Duly filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015.	
B11	Duly filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.	
B12	Duly filled signed and stamped Certificate of Independent Tender Determination	
B13	Duly filled signed and stamped Declaration and Commitment To The Code Of Ethics	
B14	<p>The Tender Security shall be required of <b>Kshs. 1,000,000.00</b> valid for <b>156 days</b> from the date of tender opening/closing.</p> <p>The tender security shall be in any of the following forms:</p> <ol style="list-style-type: none"> <li>a) cash or banker's cheque, or</li> <li>b) a bank guarantee, or</li> <li>c) guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</li> <li>d) Letter of credit</li> </ol>	

No.	Requirements	MUST MEET
	<p>Bidders are required to note the following:</p> <p>(i) Those who have obtained a digital tender security must provide it online with their tender document in the KAA portal. The digital tender security must have a mechanism to verify such as use of quick response (QR) code or an online portal. They do not need to provide a hard copy of the tender security physically.</p> <p>(ii) Those who do not provide a digital tender security as per (i) above will be <b>required to submit an original Tender Security physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters, 2<sup>nd</sup> Floor on or before the closing/opening date and time.</b></p>	
B15	Valid certificate of registration for Year 2023 from Insurance Regulatory Authority (IRA) and Must be certified, stamped and signed by IRA. This certification must not be dated more than four (4) months to the tender closing date.	
B16	Year 2023 membership certificate from AIBK (Association of Insurance Brokers of Kenya) certified, signed & stamped by AIBK. This certification must not be dated more than four (4) months old to the tender closing date.	
B16	A copy of the Professional Indemnity Policy document of not less than Kshs. 200 million from a reputable insurance company in Kenya and valid renewal confirmation/endorsement certified, signed & stamped by the issuing underwriter (KAA reserves the right to confirm the validity of the policy document/renewal endorsement with the issuing underwriter).	
B17	A copy of certified Bank Guarantee of Kshs. 3 million deposited with the Insurance Regulatory Authority (IRA) certified, signed & stamped by IRA. This certification must not be dated more than three (3) months old to the tender closing date.	
B18	<p>Copy of CR12. Where one or more of the shareholders is a company (Beneficial Ownership) the CR12 of such a company shall be provided. This requirement is not applicable to sole proprietorships and partnerships.</p> <p>However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.</p>	
B19	MUST attach a duly completed Insurance Company's Authorization Form from the international insurance broker to participate in the tender (Use Authorization Form IIB1 attached)	
B20	Provide copies of the audited financial statements (books of accounts) for the year 2020, 2021 & 2022. KAA reserves the right to check the authenticity of these books of accounts. The copies of the audited books are to be certified, stamped & signed by the auditing firm for the purposes of this tender. Bidders must clearly indicate the Auditor's (Institute of Certified Public Accountants of Kenya) ICPAK practicing license registration number in the audited financial statements report and signed in compliance with ICPAK Guideline No. 38. The accounts submitted must be legible.	
B21	Duly Completed Beneficial ownership disclosure form.	
B22	Compliance to the mandatory evaluation requirements as below	

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

**b) Nominated Local Fronting Insurance Underwriter**

<b>No.</b>	<b>Requirements</b>	<b>MUST MEET</b>
M1	Must submit a copy of the current Registration/incorporation certificate under the Companies Act	
M2	The Underwriters proposed by the Service Provider should be limited liability companies registered under the Companies Act and must have been in existence in underwriting General business for a period of not less than ten (10) years.	
M3	Must submit an operating license certified as a true copy of the original by the Insurance Regulatory Authority (IRA).	
M4	Current registration (2023) as a Member of the Association of Kenya Insurers, must be stamped, signed & certified copy by (AKI).	
M5	The underwriter must submit copies of audited books of accounts for years 2020, 2021 and 2022. The copies of the audited books are to be certified, stamped & signed by the auditing firm for the purposes of this tender. Bidders must clearly indicate the Auditor's (Institute of Certified Public Accountants of Kenya) ICPAK practicing license registration number in the audited financial statements report and signed in compliance with ICPAK Guideline No. 38. The accounts submitted must be legible.	
M6	<p>Must attach current recommendation letters dated not more than (3) three months from the closure date of the tender from at least three (3) clients for whom they have handled insurance business in the last one (1) year (2022) with premium of not less than Kes. 40 Million per policy or equivalent per client and must be accompanied by certified, stamped &amp; signed letter (s) of award/contract by the client supporting the said declared premium. (Use Recommendation Form UT4 attached).</p> <p>Note: This is technically an international tender and the Local underwriter is not the main player in this tender.</p>	
M7	The underwriter to have a paid-up capital of not less than Kshs. 600 million as per IRA Annual Report for the year ending as of 31 <sup>st</sup> December 2022.	
M8	The proposed Underwriter Must have an annual Gross premium of not less than Kshs 800 million in General Business. This will be evidenced by the Insurance Regulatory Authority (IRA) Insurance Industry Annual Report/ audited financial statements as at 31 <sup>st</sup> December 2022).	
M9	Copy of Valid Tax Compliance Certificate	
M10	Confidential Business Questionnaire duly filled stamped and signed.	
M11	The insurer's documents must be duly signed by the person lawfully authorized to do so through the power of Attorney	
M12	Duly filled signed and stamped Self Declaration form that the underwriter is not debarred in the matter of PPADA 2015	
M13	Duly filled signed and stamped Self Declaration form that the underwriter will not engage in any corruptor Fraudulent Practice	
M14	Duly filled signed and stamped Certificate of Independent Tender Determination	
M15	Duly filled signed and stamped Declaration and Commitment to The Code of Ethics	
M16	The underwriter recommended by the Broker will have a minimum solvency margin of 150% for year 2022. Reference will be the audited financial reports for 2022/IRA reports	

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

c) **International Insurance Broker**

No.	Requirement	MUST MEET
M17	Detailed company profile which must include the following; Name, Address, Telephone Numbers, E-mails, Fax, Physical location & Country, Names of contact person(s), title and e-mail address .	
M18	Must submit a copy of company registration certificate or equivalent from the country of origin (in the event the registration is not in English language, it should be accompanied by a translated copy)	
M19	Must submit copies of Audited Financial Statements for the last three (3) consecutive years 2020, 2021 & 2022.	
M20	MUST attach a duly completed Insurance Company's Authorization Form from the lead underwriter to participate in the tender ( <b>Use form IIB2 attached</b> )	
M21	Must attached three (3) signed and stamped recommendations letters (on the client's letterhead) from three (3) clients whose annual premium for each policy is above Kshs. 40 million (Kenya Shillings forty million or equivalent in freely convertible currency) placed during the last five (5) years (2018, 2019, 2020,2021 and 2022) showing proof that the broker has experience placing covers. At least one of the policies to be for aviation sector.	

d) **Lead International Insurance Underwriter**

No.	Requirement	MUST MEET
M22	Detailed company profile which must include the following; Name, Address, Telephone Numbers, E-mails, Fax, Physical location & Country, Names of contact person(s), title and e-mail address .	
M23	Must submit a copy of company registration certificate or equivalent from the country of origin (in the event the registration is not in English language, it should be accompanied by a translated copy)	
M24	Must submit copies of Audited Financial Statements for the last three (3) consecutive years 2020, 2021 & 2022	
M25	Must attach at least two (2) reference letters on client's letterhead from reputable clients indicating that the Lead Underwriter has experience in handling business with an annual average premium of not less than Kshs. 100 million (Kenya shillings one hundred million or equivalent in freely convertible currency) underwritten in the years 2018, 2019,2020, 2021 & 2022 of which at least one should be related to aviation insurance sector.	

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

**II) TECHNICAL EVALUATION CRITERIA**



The bids shall be evaluated on the basis of their responsiveness to the following technical requirements.

No	Requirement-Local Insurance Broker	Complied/Not Complied
T1	Must have continuously operated as an insurance broker for the last 5 years evidenced by annual insurance certificates from Insurance Regulatory Authority (IRA).	
T2	Must have an annual average gross underwritten premium of Kshs.400 Million in each of the last three (3) years (2020, 2021, and 2022). Reference will be certified copies of Audited Financial Statements.	
T3	The client's letterhead) from three (3) clients whose annual premium for each policy is above Kshs. 30 million placed in each of the five (5) years 2018, 2019, 2020, 2021& 2022. The recommendation letters must be accompanied by certified, stamped & signed letter (s) of award/contract by the client supporting the said declared premium. (Use Recommendation Form BT3).	
T4	Proof of business partnership for the last three years with an overseas broker able to place insurance business in international insurance market (provide certified and stamped Agreements and/or contracts letters from overseas broker).	
T5	Must demonstrate firm's experience in direct placing of insurance business in overseas markets by providing proof in form of copies of authorization letters from Insurance Regulatory Authority (IRA) issued within the last five (5) years (Year 2018-2022)	
T6	<p>Qualifications and competence of the key staff</p> <p>The team leader and at least two staff have qualified as per the set criteria below.</p> <p>1 Principal Officer/Team Leader (1 No) must have the following qualification</p> <ul style="list-style-type: none"> <li>• University Degree</li> <li>• Ten (10) Years' experience &amp; Above in insurance field</li> <li>• ACII/AIIK Qualification or equivalent</li> </ul> <p>2 Technical Staff</p> <p>At least two (2) other qualified staff as per below criteria</p> <ul style="list-style-type: none"> <li>• University Degree</li> <li>• Five (5) Years' experience &amp; Above in insurance field</li> <li>• Diploma in Insurance/ACII/AIIK Qualification</li> </ul> <p>This shall be evidence by attaching supporting documents certified by the Company's authorized signatory as below. Copies of academic and professional certificates. Bidders shall submit the following documents which shall be certified by the employer as true copies of the original to be used for evaluation:</p> <ul style="list-style-type: none"> <li>• Certified Curriculum vitae (CV)</li> <li>• Certified copies of academic certificates</li> <li>• Certified copies of professional certificates</li> <li>• Certifies copies of current practicing license</li> <li>• Curriculum vitae signed by the nominee and employer</li> <li>• A written undertaking signed by the nominee confirming his/her</li> </ul>	



No	Requirement-Local Insurance Broker	Complied/Not Complied
	availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to MD/CEO Kenya Airports Authority and must be specific to this tender	
T7	The service provider must propose an international training of KAA insurance personnel in re-insurance related matters (bidder to provide a one-page proposal schedule and timelines for the training)  Must provide a one-page proposal on how they will carry out a Risk Management & Survey in at least three airports	
<b>Requirements - International Insurance Broker</b>		
T8	Submit written proof that the international broker has facilitated placing of similar kind of cover in the international market with a minimum average combined single limit of USD \$500,000,000 yearly for at least three clients within the last six (6) years. Bidders MUST provide as proof reference letters of award, Placement orders/renewal letters/instructions, Local Service Orders and/or contracts or clients written confirmation of placement.	
T9	Submit a document which compares the cover they are offering against the cover being requested by the Authority	
<b>Requirements - International Lead Insurance Underwriter</b>		
T10	Must submit proof that the lead international Insurance Underwriter has facilitated placing of similar kind of cover in the international market with a minimum combined single limit of USD 500,000,000 yearly for three clients within the last six (6) years. This should be in form of contract agreements, placement slips/renewal letters etc. At least one of the three clients must be an Airport Operator.	
T11	The lead underwriter recommended by the Broker will have a minimum solvency margin of 150% for year 2022. Reference will be the annual audited financial reports for 2022	
T12	The lead underwriter Must have a Credit Rating of a minimum of B+ and above or equivalent in 2023 (rating by Moody's, Standard & Poor's, and Fitch)	

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

- KAA reserves the right to confirm the authenticity of all documents submitted without notice to bidders. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will lead to automatic disqualification.
- There shall be no correction of arithmetic errors. The completed Price Schedules shall match KAA requirements. Any amendments to the price schedule shall be considered non-responsive and result in disqualification of the bid.

### **III) Financial Evaluation Criteria**

- i. Prices indicated on the **schedule of price form** shall be the total cost of the services quoted including premium, deductible, brokerage remuneration, all customs duties, levies and other taxes.

- ii. Brokers shall express the costs/premium in US Dollars.
- iii. Failure to provide the schedule of prices will lead to disqualification.
- iv. The Broker's price schedule shall be supported by price quotations from the recommended fronting local underwriter. The Quotation MUST be accompanied by the underwriter's quotations duly signed by the underwriter's authorized official(s). Where there is a price variation(s) between brokers' and Underwriters' quotations shall lead to disqualification.
- v. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured under the policies may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to unit variation on any account.
- vi. 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 shall be analysed.
- vii. Only Brokers whose bids are responsive to all criteria including those listed under schedule of requirements will be selected but may be subject to due diligence. Contracts will be awarded to successful broker whose tenders will have been determined to be the lowest evaluated
- viii. The Broker shall propose only one underwriter for the policy. Where a Broker furnishes quotations from more than one proposed underwriter, the Authority shall be entitled to reject the Broker's bid as non-responsive.
- ix. Premium should be quoted separately for each respective period of insurance.

## 2 **General Provision**

- 2.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
  - 2.1.1 For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - 2.1.2 Value of single Contract-Exchange rate prevailing on the date of the contract signature.
  - 2.1.3 Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

2.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Kenya Airports Authority should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

### 2.3 Evaluation and contract award Criteria

The Kenya Airports Authority shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

## 3 Preliminary examination for Determination of Responsiveness

The Kenya Airports Authority will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part2–Procuring Entity's Insurance Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not be considered further.

*[The Kenya Airports Authority will provide the preliminary evaluation criteria. To facilitate, a temp late may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender].*

## 4 Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT

35.2 (a) – (c) the following criteria shall apply: **Other Criteria**; if permitted under ITT 35.2 (d): .....

## 5 Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

## 6 Alternative Tenders (ITT14.1)

*An alternative if permitted under ITT 14.1, will be evaluated as follows:*

The Kenya Airports Authority shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

## 7 MARGIN OF PREFERENCE

**Apply Margin of Preference**, if so allowed to all evaluated and accepted tenders as follows.

- 7.1 If the **TENDER DATA SHEET** so specifies, the Kenya Airports Authority will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 7.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 7.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
  - i) *Group A*: tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
  - ii) *Group B*: tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 7.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

## 8 Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings\_\_\_\_\_.

- ii) Minimum average annual turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year] years.*
- iii) At least \_\_\_\_\_ (*insert number*) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
- iv) Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last \_\_\_\_ (*specify years*). The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ (*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## SECTION IV - TENDERING FORMS

### 1. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

#### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

Date of this Tender submission: \_\_\_\_\_

**ITT No.: KAA/OT/FIN/0042/2023-2024 PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY**

To: **KENYA AIRPORTS AUTHORITY**

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Kenya Airports Authority based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Insurance Services in conformity with the tendering document of the following: *[insert the list of items tendered for and a brief description of the Insurance Services]*;

## SCHEDULE OF TENDERED ITEMS AND PRICES

1	2	3	4	5	6		7	8	
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Policy Rate	Year 1 annual premium (Tender Price USD)	Year 2 annual premium (Tender Price USD)	Price discount (if any)	Total Tender Price for Year 1 Premium USD	Total Tender Price for Year 2 Premium USD
E1	Airport Liability								
E2	War Risk Extension								
E3	Personal Injury Extension								

- i) **Year 1 Total premium in Words**.....
- ii) **Year 2 Total Premium in words**.....
- e) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]*
- ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TENDER DATA SHEET 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TENDER DATA SHEET 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, 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. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]*



Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We here by 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.
- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- (s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]



Name of the person duly authorized to sign the Tender on behalf of the Tenderer:  
.....

Title of the person signing the Tender:.....

Signature of the person named above :.....

Date signed:..... day of ..... month, ..... year.

## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE (FORM T1)

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	Kenya Airports Authority
2	Reference Number of the Tender	<b>KAA/OT/FIN/0042/2023-2024</b>
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of  state which stock exchange	

### General and Specific Details

#### (b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company.....

ii) State the nominal and issued capital of the Company.....

Nominal Kenya Shillings  
(Equivalent).....

Issued Kenya Shillings  
(Equivalent).....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (*Name of Procuring Entity*)  
who has/ have an interest or relationship in this firm?  
Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Kenya Airports Authority regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Kenya Airports Authority who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Kenya Airports Authority who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Kenya Airports Authority throughout the tendering process and execution of the Contract?		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

(Signature)

(Date)

## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
**Kenya Airports Authority for: KAA/OT/FIN/0042/2023-2024 PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY** 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:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) 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]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) 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:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; 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 request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever 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  
Tenderer and Date]*



## 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. KAA/OT/FIN/0042/2023-2024 PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY** 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 herein above is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

**SELF DECLARATION THAT THE 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. KAA/OT/FIN/0042/2023-2024 PROVISION OF INSURANCE  
BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY  
FOR KENYA AIRPORTS AUTHORITY** 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..... *Kenya Airports Authority* 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..... *Kenya Airports Authority*.
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 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 and my responsibilities under the Code.

I do hereby 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 IIB1**

**INSURANCE COMPANY'S AUTHORIZATION FORM**

To: Address of Procuring Entity

WHEREAS ..... (*Name of International Insurance Broker*) who are established and reputable Insurance Brokers 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 IIB2**

**INSURANCE COMPANY'S AUTHORIZATION FORM**

To: Kenya Airports Authority

WHEREAS ..... (*Name of International Lead Underwriter/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 International Insurance Broker*) 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** :.....

### RECOMMENDATION FORM BT3

[To be completed on Client's letterhead]

Date: .....

To: Kenya Airports Authority  
P.O. Box 19001 – 00501  
NAIROBI, KENYA

This is to certify that:

..... who is participating in your tender for **KAA/OT/FIN/0042/2023-2024 PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY** has provided us with Insurance Brokerage services as follows;

(i) Insurance Policies Handled:

Type/Class of Insurance	Insurance Period Year 2021 & 2022	Total Underwritten Premium in each class
	Total Premium Underwritten	

(ii) Insurance Claims Handled in the last two (2) years i.e 2021 & 2022

Class of Insurance for claims handled	Time claim reported	the was	Time claim paid	the was	Value of claims handled in Kshs.	Turnaround Time of Claim Settlement

(iii) Performance Evaluation

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

How do you rate the performance of the Services of above Insurance Broker in the following areas: -	Excellent 80-100	Good 50-79	Average 50	Poor Below 50
Claims Handling				
Underwriting Responsiveness				
General Customer Care				





## Declaration

We confirm that the above Insurance Brokerage firm was engaged to provide insurance brokerage services for the said policies for the above said period.

Annual premium paid for during calendar years 2021 and 2022 is approximately  
Kshs.....

Name of Authorized Signatory.....

Title/Designation .....

Signature :.....

Date :.....

Official Stamp of the Insured: .....

Telephone Contacts: .....

## RECOMMENDATION FORM UT4

[To be completed on Client's letterhead]

Date: .....

To: Kenya Airports Authority  
P.O. Box 19001 – 00501  
NAIROBI, KENYA

This is to certify that:

..... who is participating in your **KAA/OT/FIN/0042/2023-2024 PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY** has provided us with Insurance Underwriting services as follows;

(ii) Insurance Policies Handled:

Type/Class of Insurance	Insurance Period/year 2022	Underwritten Premium in each class
	Total Premium Underwritten	

(iv) Performance Evaluation

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

How do you rate the performance of the Services of above Insurance Broker in the following areas: -	Excellent 80-100	Good 50-79	Average 50	Poor Below 50
Claims Handling				
Underwriting Responsiveness				
General Customer Care				

**Declaration**

We confirm that the above Insurance Brokerage firm was engaged to provide insurance underwriting services for the said policies for the above said period.

Annual premium paid for during calendar year 2022 is approximately Kshs.....

Name of Authorized Signatory.....

Title/Designation .....

Signature :.....

Date :.....

Official Stamp of the Insured: .....

Telephone Contacts: .....

**FORM T6 – PROFESSIONAL QUALIFICATIONS (Insurance Broker)**

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

Signature \_\_\_\_\_

\_\_\_\_\_

Chief Executive Officer/Principal Officer

Date

## **D. APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. 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.

### **2. 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:

- i) 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;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) 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 voidable;
- iv) The voiding of a contract by the Kenya Airports Authority under subsection (7) does not limit any legal remedy the Kenya Airports Authority may have;
- v) An employee or agent of the Kenya Airports Authority or a member of the Board or committee of the Kenya Airports Authority 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; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) 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;
- vii) If a person contravenes subsection (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. Etc.



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 recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “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;
  - iv) “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;
  - v) “obstructive practice” is:
    - 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
    - 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 Kenya Airports Authority 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 Kenya Airports Authority of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A 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 (I e s) 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.

---

<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup>Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Kenya Airports Authority to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## SCHEDULE OF PRICES FORM

*[The Kenya Airports Authority shall fill in these Forms to indicate the List of Insurance Services required by the Kenya Airports Authority [Columns 1-4 and the Tenderer shall complete columns 5-7 as his /her Tender].*

Annex Complete Schedule of Insurance for Tenderer											
1	2	3		4	5		6	7	8	9	
No. of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Year 1 annual premium (Tender Price USD)	Year 2 annual premium (Tender Price USD)	Deductibles/Limits/excess where applicable	Price discount (if any)	Total Tender Price for Insurance Service (Col. 5,6,7)	Total Tender Price for Year 1 Premium USD	Total Tender Price for Year 2 Premium USD
E <sub>1</sub>	Airport Liability			1 year renewable for a further 1 Year							
E <sub>2</sub>	War Risk Extension										
E <sub>3</sub>	Personal Injury Extension										

Name of Tenderer .....[insert complete name of Tenderer]

Signature of Tenderer..... [signature of person signing the Tender]

Date..... [insert date]

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.  <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## QUALIFICATION INFORMATION

- 1.1 Constitution or legal status of Tenderer: .....[attach copy]  
Place of registration: ..... [insert]  
Principal place of business: ..... [insert]  
Power of attorney of signatory of Tender: ..... [attach]
- 1.2 Total annual volume of services performed in five years, in the internationally traded currency specified in the **TENDER DATA SHEET**: .....[insert]
- 1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item Insured and name of country	Name of Kenya Airports Authority and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party (ies) Cause of dispute Details of litigation award Amount involved

a) \_\_\_\_\_  
\_\_\_\_\_

b) \_\_\_\_\_

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required \_\_\_\_\_

## 1 NOTIFICATION OF INTENTION TO AWARD

*[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]*  
*[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]*

1) For the attention of Tenderer's Authorized Representative Name: .....

*[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

Email Address: .....*[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Procuring Entity:** .....*[insert the name of the Procuring Entity]*

**Contract title:** .....*[insert the name of the contract]*

**ITT No:** .....*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**The successful Tenderers are listed below.**

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

2) Other Tenderers **[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			



### 3) How to request a debriefing

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:** .....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 4) How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].**

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:**.....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto:info@ppra.go.ke))

**5) Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.  
If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

**Signature:**\_\_\_\_\_ **Name:** \_\_\_\_\_ **Title/position:**\_\_\_\_\_ **Telephone:**\_\_\_\_\_

## 2 REQUEST FOR REVIEW

### FORM FOR REVIEW(r.203(1))

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Kenya Airports Authority of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

#### REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

## 3 LETTER OF AWARD

*[Form head paper of the Procuring Entity]*

.....[date]

To:.....[name and address of the Insurance Provider]

This is to notify you that your Tender dated.....[date] for execution of the.....[name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of.....[amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature .....

Name and Title of Signatory :.....

Name of Agency: .....

Attachment: Contract

#### 4 FORM OF CONTRACT

*[Form head paper of the Procuring Entity]*

##### **LUMP-SUM REMUNERATION**

This CONTRACT (here in after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the “Procuring Entity”) and, on the other hand, *[name of Insurance Provider]* (here in after called the “Insurance Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows: “... (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Kenya Airports Authority for all the Insurance Provider's obligations under this Contract, namely, *[name of Insurance Provider]* and *[name of Insurance Provider]* (here in after called the “Insurance Provider”).]*

##### **WHEREAS**

- a) the Kenya Airports Authority has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- b) the Insurance Provider, having represented to the Kenya Airports Authority that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Insurance Provider's Tender
  - c) The General Conditions of Contract;
  - d) The Special Conditions of Contract;
  - e) The Priced Schedule of Requirements; and
  - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
2. The mutual rights and obligations of the Kenya Airports Authority and the Insurance Provider shall be as set forth in the Contract, in particular:
  - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Kenya Airports Authority shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity]* *[Authorized Representative]*

For and on behalf of *[name of Insurance Provider]* *[Authorized Representative]*

*[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Insurance Provider.....*[name of member]* *[Authorized Representative]*  
*[name of member]* *[Authorized Representative]*

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tender No:** \_\_\_\_\_

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

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

## FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of\_\_under Request for Tenders No.\_\_\_\_\_(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

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

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Seal]

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## FORM OF TENDER-SECURING DECLARATION

*[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 for 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



---

**PART        II        –        SCHEDULE OF INSURANCE REQUIREMENTS**

---

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **Notes for Preparing the Schedule of Requirements**

#### **A. SCOPE OF SERVICES & DESCRIPTIONS OF SERVICES**

##### **The scope of services will include: -**

1. Structuring and obtaining optimum insurance policy cover from the underwriters in accordance with the tenders submitted.
2. Research and negotiate preferential terms with underwriters to find the most suitable insurance policy for KAA, including but not limited to reduced premium rates/ best price and volume discount.
3. Arrange the immediate placement of our risk with insurers and undertake a periodic technical rating of such insurers and advise KAA accordingly;
4. Provide prompt and satisfactory service on the general management of the policy, correspondence and claim review meetings;
5. Analyzing, reviewing and scrutinizing the Policy document plus endorsements there-in, and if the entire policy document is found to be satisfactory, such documents to be deposited with the General Manager Finance not later than 15 days from inception of cover;
6. Review and monitor the performance of the policy and advice KAA in a timely manner aspect that may affect the policy renewal or amendments
7. Ensure preparation of quarterly claims bordereaux/report which must be submitted to Kenya Airports Authority by the 5<sup>th</sup> of the following month after end of quarter;
8. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
9. Provide appropriate risk improvement recommendation;
10. Such other services as may be related or ancillary to the due performance of the above work
11. Prompt settlement and processing of claims, ensuring all fully documented claims are settled within fourteen (14) days. Cheques to be received not more than 15 days after execution of discharge voucher/Loss acceptance form.
12. Coordinate and update KAA at least 60 days before the expiry of policy if the insurer will not renew the policy or if new additional terms shall be introduced on renewal.

## **B. Additional Requirements**

1. The Brokers must familiarize themselves with conditions prevailing in KAA and take them into account in preparing their proposals. To obtain further information on the assignment, Brokers are encouraged to send any queries through the office of the General Manager Procurement.
2. Please note that (i) the costs of preparing the proposals and of negotiating the Contract, including any visit to the KAA are NOT reimbursable and (ii) KAA is not bound to accept any of the proposals submitted.
3. Tenderers will be required to provide a summary of the policy outline, which should take the format of the appended forms and should enumerate all the exclusions, extensive and special clauses policy limitation and excess applicable under each of the policies. The place provided in the form should however not be a constraint to the amount of information that the tenders can submit.
4. Tenderers are requested to consider and quote for further One (1) year period in addition to the basic quote of one (1) year. The Tenderers should clearly indicate the applicable annual premium and the commensurate 1 year premium. Additionally, the fundamental conditions of the bid should be outlined.

## **C. Other requirements:**

- 1) The Bidder shall provide accurate information on any litigation or arbitration or complaints pending before any Committee or any other forum resulting from his professional practice over the last five years. Kenya Airports Authority reserves the right to carry out an independent investigation to verify the accuracy of the information so provided.
- 2) The most responsive bidders evaluated as stated may be invited to make presentation of their proposals on the basis of the tender submitted.
- 3) Compliance with Scope of Services
- 4) The Insurance Broker shall recommend only one underwriter per policy, where a broker does not comply, Kenya Airports Authority shall be entitled to reject the broker's bid for the respective policy as non-responsive.
- 5) KAA shall take into consideration previous past claims and underwriting performance of underwriters in determining the substantial responsiveness at tender award. The factors to be considered shall include arbitrary rejection of disputed claims and failure to satisfactorily conclude claims and satisfy agreed performance benchmarks.
- 6) The bidder should note that the submission of a quotation for any policy does not necessarily constitute a compulsory evaluation and/or award of any or all quoted policies. The Procuring entity reserves the right to either award or reject any quotation as proposed by the bidders, and where there is an award, the same will be based on the most responsive tender.
- 7) Additions or Subtractions of sum insured will be based on the rates quoted at the tendering

stage.

## **SCOPE AND PRICING**

### **(a) SCOPE OF SERVICES**

#### **COVER:**

- i. In respect of the insured's Legal Liability to third parties (Bodily injury and Property damage) arising from all Operations and use of facilities in the following locations (excluding liability arising out of Air Traffic Control).

#### **Locations**

1. KAA Head Office
2. Jomo Kenyatta International Airport (JKIA)
3. Moi International Airport (MIA)
4. Eldoret International Airport (EIA)
5. Wilson Airport (WAP)
6. Malindi Airport (MLD)
7. Kisumu International Airport (KIA)
8. Ukunda Airstrip
9. Manda Airstrip
10. Lokichoggio Airstrip
11. Eldoret Airstrip
12. Garissa Airstrip
13. Kitale Airstrip
14. Kakamega Airstrip
15. Wajir Airstrip
16. Isiolo Airport
17. Lodwar Airstrip
18. Kabunde Airstrip, and;
19. Any other airport/airstrip under Kenya Airports Authority)

- ii. In respect of the insured's Legal Liability to third parties (Bodily injury and Property damage) arising from contract works being undertaken by contractors and subcontractors (excluding liability arising out of Air Traffic Control) in any of the following locations: -

#### **Location**

1. Head Office
2. Jomo Kenyatta International Airport (JKIA)
3. Moi International Airport (MIA)
4. Eldoret International Airport (EIA)
5. Wilson Airport (WAP)
6. Malindi Airport (MLD)
7. Kisumu Airport (KIA)
8. Ukunda Airstrip
9. Manda Airstrip
10. Lokichoggio Airstrip
11. Eldoret Airstrip
12. Garissa Airstrip
13. Kitale Airstrip
14. Kakamega Airstrip
15. Wajir Airstrip

16. Isiolo Airstrip
17. Lodwar Airstrip
18. Kabunde Airstrip, and;
19. Any other airport/airstrip under Kenya Airports Authority

The contractors and sub-contractors to be included as additional insured's under this section.

The insurance policy shall cover any other additional airport/airstrip under Kenya Airports Authority in which contract works may commence during the period of insurance.

**(b) LIMITS OF LIABILITY**

Combined single limit (in respect of bodily injury, property damage and personal injury) – USD 500,000,000 – Any one Occurrence but limited to: -

1. USD 500,000,000 in aggregate in respect of all occurrences during the policy period arising out of the use of facilities and possession, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the insured after such goods or products have ceased to be in possession or under control of the insured.
2. Limit of USD 50,000,000 (or currency equivalent) any one offence/event and in the aggregate in respect of all offences/events during the policy period arising out of personal injury being included within the combined single limit and in addition thereto.
3. Limit applies separately to each Airport, but products and personal injury aggregates to apply overall.
4. Legal costs and expenses payable in addition to the policy limits.
5. Ransom and Extortion coverage subject to a limit of USD 1 million.

The tenderer is required to give an outline of the policy by indicating the following: -

- i) Special & Extensive Clauses.
- ii) Exclusions.
- iii) A list of the participating International Underwriters supported by a confirmation signed by each of the underwriters for their proportion of retention.
- iv) The premium should be stated in US Dollars.
- v) Quoted premiums to include contractors nominated for works/expansion of the airports. (Schedule of current contractors undertaking major works is as attached)
- vi) The local fronting insurance company
- vii) Any other information.

**N/B:** Completed questionnaires in respect to the main operation locations have been appended as part of the tender document as an overview of the Authority's operations. It should be noted that any locations without a completed questionnaire are minor operation bases.

## **EXTENSIONS APPLICABLE**

NOTE: COVER SHALL INCLUDE THE FOLLOWING EXTENSIONS: -

- (i) War, hijacking, strikes, riots, civil commotions or labor disturbances, terrorist acts and other perils including exclusions under clause AVN 48B (AVN 52 buy backs)

Combined Single Limit - USD 250 Million

- (ii) Contractors and subcontractors of the Authority undertaking contract works as disclosed here below as joint insured's - Scope of services (In respect of the insured's Legal Liability to third parties (Bodily injury and Property damage) arising from contract works being undertaken by contractors and subcontractors excluding liability arising out of Air Traffic Control)

### **c) SCHEDULE OF CONTRACTORS AND SUBCONTRACTORS**

Below is a brief description of some of the major contraction works which are currently ongoing or due to commence soon.

<b>Airport</b>	<b>Project Name</b>	<b>2022/2023</b>	<b>2023/2024</b>
JKIA	Water Proofing and HVAC T1 B&C	81,500	
JKIA	Construction of concrete bases for approach lighting at JKIA	6,200	
JKIA	Replacement of AGL taxiway lighting fittings -JKIA		90,000
JKIA	Pavements rehabilitation- T1A Apron- JKIA		285,000
JKIA	Smart Fence		100,000
JKIA	Infill Project at JKIA		100,000
JKIA	Extension of Cargo Apron - JKIA		100,000
JKIA	Runway Edge Lights Realignment to the standards		50,000
JKIA	2 no passenger boarding bridges		250,000
JKIA	High reach service equipment		15,000
JKIA	Bird Radar Equipment's-JKIA		50,000
JKIA	JKIA Terminal & Parking lightings automation		25,000
JKIA	improvement of Floodlighting at Apron		12,000
MIA	Paving of proposed airside ground support equipment yard		25,000
MIA	Crash alarm for MIA		8,000
EIA	Replacement of AGL Cables- EIA	62,000	76,000
EIA	Replacement of standby generator (1000KVA) and reconfigure power supply		80,000
WAP	CCTV Project -WAP	80,000	
WAP	Pavement Works (Taxiway Charlie, VIP Apron & Apron 3)		225,000
WAP	Runway Rehabilitation-WAP		245,000
Malindi Airport	Rehabilitation works to prevent rainwater ingress		10,000

<b>Airport</b>	<b>Project Name</b>	<b>2022/2023</b>	<b>2023/2024</b>
Malindi Airport	Proposed expansion of Apron & Runway - Malindi Airport		107,000
KIA	Replacement of approach lighting with LED at KIA		15,000
KIA	Refurbishment of Fire Station Watch tower at KIA		5,000
KIA	Rehabilitation of Apron control Tower		10,000
Wajir Airport	CCTV Cameras For Terminal Building-WAJIR		20,000
Wajir Airport	Watch Tower & Crash Alarm System		8,000
Lamu/Manda	Manda Apron, Taxiway Reconstruction and Materials handling and support		99,649
Lodwar Airstrip	Re-surfacing of the Runway, Taxways and Apron pavements		60,000
Lodwar Airstrip	Lodwar Airstrip Fencing		6,000
Eldoret Airstrip	Runway and Pavement Rehabilitation		10,000
Lokichoggio Airport	Lokichoggio Airport-Runway Rehabilitation	212,471	
Nanyuki Airstrip	Nanyuki Airstrip runway rehabilitation	189,620	
	<b>Total Amount</b>	<b>631,791</b>	<b>2,086,649</b>

**d) ADDITIONAL INFORMATION**

The additional information is provided to assist the bidders to understand the capacities and contributions by each airport/airstrip. The information for 2023/2024 are estimates and more updated data shall be provided to the contracted service provider.

KENYA AIRPORT AUTHORITY				
Airport Liability Insurance				
Data on Passenger & Aircraft movement, Aircraft Information, Service providers and facilities available at various airports				
		<b>Airport: JOMO KENYATTA INTER. AIRPORT</b>		
No		Item Description	2022/2023	2023/2024
			Actual	Estimated
1		Airport Movements.		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>107,649</b>	<b>108,549</b>
2		<b>Passenger Movements</b>		
		Total Movements	6,429,564	6,929,564
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport		
		Wide Bodied		8%
		Narrow Bodied		70%
		General Aviation		20%
		Military		2%
	b)	Types of Aircraft which most frequently uses the Airport		
			B737-300, B737-800, B747-400, B767-300, B777, CRJ100/200, C208, A300	
	c)	Largest Aircraft capable of using the runway		



			<i>Boeing B747 extended Range, Galaxy, Antonov</i>
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>	
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>
	C.	Ground Handling	<i>Kenya Airways, Kenya Aerotech, Swissport, Eurocraft, Tradewinds , African Freight Services (Transglobal), Menzis/Siginon</i>
	D.	Security	<i>K.A.A (Security), private guards &amp; National Police Service</i>
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Kenya Pipeline Corporation, BP/Shell, Rubis , Total , Bakri enegy, Shell /vivo, Stabex, Wald ,</i>
	F.	Baggage Handling	<i>Kenya Airways, Kenya Aerotech, Swissport, Eurocraft, Tradewinds , African Freight Services (Transglobal), Menzis/Siginon</i>
	G.	Cargo Handling	<i>Kenya Airfreight Handling Ltd , Mitchell Cotts, Transglobal Ltd , African Cargo Handling Ltd/Nairobi cargo centre, Menzis/Siginon Freight, Swissport,</i>
	H.	Disembarkation of Passengers	<i>Kenya Airways, Kenya Aerotech, Swissport, Eurocraft, Tradewinds , African Freight Services (Transglobal), Menzis/Siginon</i>
	I.	Hangarage	<i>Kenya Airways, Aviation Management Services , Department of Defense , African Express, Aviation Management Services</i>
	J.	Car Parking	<i>KAPS - Kenya Airports Parking Services</i>
	K.	Catering a). Terminal	<i>NAS - Nairobi Airport Services, Java, Pauls Caffee, Costa Coffee, Roro, Tikos, Art Cafe</i>
			<i>Hardess, Safaripark, Bean plant, Tembo Bar , G-café</i>
		b). In-flight	<i>NAS - Nairobi Airport Services, LSG Skychef</i>
	L.	Cleaning a). Terminal	<i>Peesam cleaning services, Spic n Span, All &amp; Sundry, Joymacx, Limmah,</i>
		b). Aircraft	<i>Kenya Airways, Kenya Aerotech, Swissport, Eurocraft, Tradewinds , African Freight Services (Transglobal), Menzis/Siginon</i>

	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Government	
5		<b>Please provide brief details regarding procedure for the control of Third Parties Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		-Access only by security vetting and control		
		-Issue of Airport Security Passes		
		-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation		
		before allowed to use the Airside.		
		-Insurance to all equipment for third party		
		The above are specified in the concession agreement in force.		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: <u>MOI INTER. AIRPORT</u></b>		
			<b>2021/2022</b>	<b>2022/2023</b>
			<b>Actual</b>	<b>Estimated</b>
1		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	29,933	30,838
2		<b>Passenger Movements</b>		
		Total Movements	1,304,840	1,364,840
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport		
			Wide Bodied	5%
			Narrow Bodied	43%

			<i>General Aviation</i>	<i>45%</i>
			<i>Military</i>	<i>7%</i>
	b)	Types of Aircraft which most frequently		
		uses the Airport	<i>B737-300, B737-800, A330, CRJ100/200, B767-300, L410, C208</i>	
	c)	Largest Aircraft capable of using		
		the runway	<i>Boeing B747 Extended Range</i>	
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>Kenya Airways, Kenya Aerotech, Trade wings, &amp; Eurocraft, swissport, AFS</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Kenya Pipeline Corporation, BP/Shell/VIVO, Rubis, Total, Flamex</i>	
	F.	Baggage Handling	<i>Kenya Airways, Kenya Aerotech, Trade wings, &amp; Eurocraft, swissport, AFS</i>	
	G.	Cargo Handling	<i>KAHL/Kenya Airways &amp; GN Cargo</i>	
	H.	Disembarkation of Passengers	<i>Kenya Airways, Kenya Aerotech, Trade wings, &amp; Eurocraft, swissport, AFS</i>	
	I.	Hangarage	<i>Ben Air</i>	
	J.	Car Parking	<i>Kenya Airport Authority</i>	
	K.	Catering a). Terminal	<i>NAS, Java</i>	
		b). In-flight	<i>NAS</i>	
	L.	Cleaning a). Terminal	<i>Joymacx, Garfield, Ice Clean</i>	
		b). Aircraft	<i>Kenya Airways, Kenya Aerotech, Trade wings, &amp; Eurocraft, swissport, AFS</i>	

	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Government	
5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		
		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-Insurance to all equipment for third party liability.</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: ELDORET INTER. AIRPORT</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
1		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>9,505</b>	<b>9,845</b>
2		<b>Passenger Movements</b>		
		Total Movements	292,377	296,430
3		<b>Aircraft Information</b>		

	a)	Types of Aircraft using the Airport	Wide Bodied	3%
			Narrow Bodied	45%
			General Aviation	51%
			Military	1%
	b)	Types of Aircraft which most frequently uses the Airport	<i>B737-300, CRJ100, DHC8, C208</i>	
	c)	Largest Aircraft capable of using the runway	<i>Boeing B747</i>	
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>Kenya Aerotech, Tradewinds</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>None</i>	
	F.	Baggage Handling	<i>N/A</i>	
	G.	Cargo Handling	<i>Menzis/Siginon , Canken</i>	
	H.	Disembarkation of Passengers	<i>Kenya Aerotech, Tradewinds</i>	
	I.	Hangarage	<i>Samaritan Purse</i>	
	J.	Car Parking	<i>Kenya Airports Authority</i>	
	K.	Catering a). Terminal	<i>Roi Café</i>	
		b). In-flight	<i>N/A</i>	
	L.	Cleaning a). Terminal	<i>Kleansley Hygiene</i>	
		b). Aircraft	<i>Kenya Aerotech, Tradewinds</i>	

	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Government	
5		<b>Please provide brief details regarding procedure for the control of Third Parties Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: WILSON AIRPORT</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
1		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights	-	
		<b>Total Movements</b>	<b>108,301</b>	<b>108,718</b>
2		<b>Passenger Movements</b>		
		Total Movements	<b>808,194</b>	<b>808,930</b>
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using	Wide Bodied	0%

		the Airport		
			Narrow Bodied	1%
			General Aviation	95%
			Military	4%
	b)	Types of Aircraft which most frequently uses the Airport		
			Beechcraft-1900, Cessnas (C206, 150, 152, 172, 208), DHC8	
	c)	Largest Aircraft capable of using the runway		
			MD82	
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>Aviatech</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Shell/Vivo, Skytanking, total , flamex, Rubis</i>	
	F.	Baggage Handling	<i>Aviatech</i>	
	G.	Cargo Handling	<i>N/A</i>	
	H.	Disembarkation of Passengers	<i>N/A</i>	
	I.	Hangarage	<i>Various</i>	
	J.	Car Parking	<i>Automatic Park Services</i>	
	K.	Catering a). Terminal	<i>None</i>	
		b). In-flight	<i>N/A</i>	
	L.	Cleaning a). Terminal	<i>Ice Clean</i>	
		b). Aircraft	<i>N/A</i>	

	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Government	
5		<b>Please provide brief details regarding procedure for the control of Third Parties Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-Insurance to all equipment for third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: MALINDI AIRPORT</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
1		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo	-	
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type	-	
		- Other		
	c)	Positioning Flights	-	
		<b>Total Movements</b>	<b>15,296</b>	<b>15,786</b>
2		<b>Passenger Movements</b>		
		Total Movements	<b>259,694</b>	<b>261,694</b>
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0%



			Narrow Bodied	25%
			General Aviation	73%
			Military	2%
	b)	Types of Aircraft which most frequently uses the Airport		
			<i>EMB190, DHC8, C152/208</i>	
	c)	Largest Aircraft capable of using the runway		
			<i>Boeing B737</i>	
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>Tradewinds</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Rubis</i>	
	F.	Baggage Handling	<i>Tradewinds</i>	
	G.	Cargo Handling	<i>NONE</i>	
	H.	Disembarkation of Passengers	<i>N/A</i>	
	I.	Hangarage	<i>Kenya School of flying, Northwood holdings, Skycruise, skymax</i>	
	J.	Car Parking	<i>Kenya Airports Authority</i>	
	K.	Catering a). Terminal	<i>Malindi Airport Canteen</i>	
		b). In-flight	<i>N/A</i>	
	L.	Cleaning a). Terminal	<i>Gardens &amp; Weddings</i>	
		b). Aircraft	<i>NONE</i>	

	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Government	
5		<b>Please provide brief details regarding procedure for the control of Third Parties Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party.</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: KISUMU AIRPORT</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
1		Airport Movements.		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>14,998</b>	<b>15,224</b>
2		<b>Passenger Movements</b>		
		Total Movements	<b>582,189</b>	<b>598,214</b>
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0.0%
			Narrow Bodied	87.0%

			General Aviation	12.0%
			Military	1.0%
	b)	Types of Aircraft which most frequently uses the Airport		
			<i>B737-300/700, CRJ-100,DC9, DHC8, EMB190</i>	
	c)	Largest Aircraft capable of using the runway		
				<i>Boeing B737</i>
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>Tradewinds</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Jaguar</i>	
	F.	Baggage Handling	<i>Tradewinds</i>	
	G.	Cargo Handling	<i>N/A</i>	
	H.	Disembarkation of Passengers	<i>Tradewinds</i>	
	I.	Hangarage	<i>NONE</i>	
	J.	Car Parking	<i>Kenya Airports Authority</i>	
	K.	Catering a). Terminal	<i>V.A. Mbande, NAS , Golden Spot</i>	
		b). In-flight	<i>NONE</i>	
	L.	Cleaning a). Terminal	<i>Super-Broom, all &amp; Sundry, Joymacx</i>	
		b). Aircraft	<i>Tradewinds</i>	
	M.	100% Hold Baggage Screening	<i>KAA (Security) &amp; Customs Department -Government</i>	

5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		
		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: LOKICHOGGIO AIRSTRIP</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
1		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>1,569</b>	<b>1,662</b>
2		<b>Passenger Movements</b>		
		Total Movements	<b>1,537</b>	<b>1,837</b>
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0.0%
			Narrow Bodied	0.0%
			General Aviation	98.0%

			Military	2.0%
	b)	Types of Aircraft which most frequently uses the Airport		
			Buffalos, DHC5, Beecraft 1900, Caravans, Cessnas	
	c)	Largest Aircraft capable of using the runway	Hercules L382	
4		<b>Please provide brief details regarding your responsibilities for the following activities.</b> Please state name of sub-contractor(s) or concessionaire(s) where applicable.		
	A.	Air Trafic Control	Kenya Civil Aviation Authority	
	B.	Apron Control of Aircraft	Kenya Airport Authority	
	C.	Ground Handling	None	
	D.	Security	K.A.A (Security) & Kenya Airport Police Unit	
	E.	Fuel Storage, Fuelling and De-fuelling	Bituman Aviation	
	F.	Baggage Handling	N/A	
	G.	Cargo Handling	N/A	
	H.	Disembarkation of Passengers	N/A	
	I.	Hangarage	NONE	
	J.	Car Parking	N/A	
	K.	Catering a). Terminal	Trackmark	
		b). In-flight	NONE	
	L.	Cleaning a). Terminal	All & sundry	
		b). Aircraft	NONE	
	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Government	

5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		
		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: MANDA AIRSTRIP</b>		
			<b>2022/2023</b>	<b>2022/2023</b>
			<b>Actual</b>	<b>Estimated</b>
1		Airport Movements.		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo	-	
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type	-	
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>6,248</b>	<b>6,499</b>
2		<b>Passenger Movements</b>		
		Total Movements	<b>111,745</b>	<b>112,245</b>
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0%
			Narrow Bodied	3%
			General Aviation	92%
			Military	5%

	b)	Types of Aircraft which most frequently		
		uses the Airport	<i>BE1900, C208, DHC8</i>	
	c)	Largest Aircraft capable of using		
		the runway	<i>DHC8-400</i>	
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>NONE</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Bituman</i>	
	F.	Baggage Handling	<i>N/A</i>	
	G.	Cargo Handling	<i>N/A</i>	
	H.	Disembarkation of Passengers	<i>N/A</i>	
	I.	Hangarage	<i>NONE</i>	
	J.	Car Parking	<i>Kenya Airports Authority</i>	
	K.	Catering a). Terminal	<i>NONE</i>	
		b). In-flight	<i>NONE</i>	
	L.	Cleaning a). Terminal	<i>Kamtrix</i>	
		b). Aircraft	<i>NONE</i>	
	M.	100% Hold Baggage Screening	<i>KAA (Security) &amp; Customs Department -Government</i>	

5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		
		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		NONE		
		<b>Airport: UKUNDA AIRSTRIP</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
1		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)			
		<b>Total Movements</b>	11,324	11,531
2		<b>Passenger Movements</b>		
		Total Movements	259,309	259,636
3		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0.0%
			Narrow Bodied	0.0%
			General Aviation	99.0%
			Military	1.0%
	b)	Types of Aircraft which		



		most frequently		
		uses the Airport	<i>C208/206/152/182, BE1900, DHC8</i>	
	c)	Largest Aircraft capable of using		
		the runway	<i>DHC8-400</i>	
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	<i>Kenya Civil Aviation Authority</i>	
	B.	Apron Control of Aircraft	<i>Kenya Airport Authority</i>	
	C.	Ground Handling	<i>Tradewinds</i>	
	D.	Security	<i>K.A.A (Security) &amp; Kenya Airport Police Unit</i>	
	E.	Fuel Storage, Fuelling and De-fuelling	<i>Flamex</i>	
	F.	Baggage Handling	<i>Tradewinds</i>	
	G.	Cargo Handling	<i>N/A</i>	
	H.	Disembarkation of Passengers	<i>Tradewinds</i>	
	I.	Hangarage	<i>NONE</i>	
	J.	Car Parking	<i>Kenya Airports Authority</i>	
	K.	Catering a). Terminal	<i>XX</i>	
		b). In-flight	<i>NONE</i>	
	L.	Cleaning a). Terminal	<i>Casual</i>	
		b). Aircraft	<i>NONE</i>	
	M.	100% Hold Baggage Screening	<i>KAA (Security) &amp; Customs Department -Government</i>	
5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		

		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
<b>6</b>		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		<i>NONE</i>		
		<b>Airport: WAJIR AIRPORT</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
<b>1</b>		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>4,644</b>	<b>4,757</b>
<b>2</b>		<b>Passenger Movements</b>		
			<b>72,548</b>	<b>73,445</b>
<b>3</b>		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0%
			Narrow Bodied	5%
			General Aviation	85%
			Military	10%
	b)	Types of Aircraft which		

		most frequently		
		uses the Airport	C208/206, DHC8, FK50, EMB120	
	c)	Largest Aircraft capable of using		
		the runway	MD82	MD82
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	Kenya Civil Aviation Authority	
	B.	Apron Control of Aircraft	Kenya Airport Authority	
	C.	Ground Handling	quickhandling	
	D.	Security	K.A.A (Security) & Kenya Airport Police Unit	
	E.	Fuel Storage, Fuelling and De-fuelling	Finejet, Hella, Elwak, WC energy	
	F.	Baggage Handling	quickhandling	
	G.	Cargo Handling	N/A	
	H.	Disembarkation of Passengers	quickhandling	
	I.	Hangarage	NONE	
	J.	Car Parking	Kenya Airports Authority	
	K.	Catering a). Terminal	XX	
		b). In-flight	NONE	
	L.	Cleaning a). Terminal	Saham Cleaning Services	
		b). Aircraft	NONE	
	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Gove	
5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		

		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
<b>6</b>		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		<i>NONE</i>		
		<b>Airport: LODWAR AIRSTRIP</b>		
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
<b>1</b>		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<b>2,651</b>	<b>2,748</b>
<b>2</b>		<b>Passenger Movements</b>		
			<b>64,683</b>	<b>65,661</b>
<b>3</b>		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0%
			Narrow Bodied	5%
			General Aviation	85%
			Military	10%
	b)	Types of Aircraft which most frequently		

		uses the Airport	C208/206, DHC8, FK50, EMB120	
	c)	Largest Aircraft capable of using		
		the runway	MD82	MD82
4		<b>Please provide brief details regarding your responsibilities for the following activities. Please state name of sub-contractor(s) or concessionaire(s) where applicable.</b>		
	A.	Air Traffic Control	Kenya Civil Aviation Authority	
	B.	Apron Control of Aircraft	Kenya Airport Authority	
	C.	Ground Handling	NONE	
	D.	Security	K.A.A (Security) & Kenya Airport Police Unit	
	E.	Fuel Storage, Fuelling and De-fuelling	finejet	
	F.	Baggage Handling	N/A	
	G.	Cargo Handling	N/A	
	H.	Disembarkation of Passengers	N/A	
	I.	Hangarage	NONE	
	J.	Car Parking	Kenya Airports Authority	
	K.	Catering a). Terminal	NONE	
		b). In-flight	NONE	
	L.	Cleaning a). Terminal	Contracted	
		b). Aircraft	NONE	
	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Gove	
5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		

		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
<b>6</b>		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		<i>NONE</i>		
		<b>Other Airports: KAKAMEGA/KITALE/ELDORET/GARISSA/KABUNDE/NANYUKI/</b>		
			<b>NYARIBO &amp; MIGORI AIRSTRIPS</b>	
			<b>2022/2023</b>	<b>2023/2024</b>
			<b>Actual</b>	<b>Estimated</b>
<b>1</b>		<b>Airport Movements.</b>		
	a)	Air Transport Movements		
		- Passenger		
		- Cargo		
	b)	General Aviation		
		(aircraft under 10,000kg)		
		- Executive Type		
		- Other		
	c)	Positioning Flights		
		<b>Total Movements</b>	<i>12,300</i>	<i>123,500</i>
<b>2</b>		<b>Passenger Movements</b>		
			<i>17,668</i>	<i>17,558</i>
<b>3</b>		<b>Aircraft Information</b>		
	a)	Types of Aircraft using the Airport	Wide Bodied	0%
			Narrow Bodied	2%
			General Aviation	88%
			Military	10%

	b)	Types of Aircraft which most frequently		
		uses the Airport	C208/206, DHC8, FK50, EMB120	
	c)	Largest Aircraft capable of using		
		the runway	MD82	MD82
4		<b>Please provide brief details regarding your responsibilities for the following activities.</b> Please state name of sub-contractor(s) or concessionaire(s) where applicable.		
	A.	Air Traffic Control	Kenya Civil Aviation Authority	
	B.	Apron Control of Aircraft	Kenya Airport Authority	
	C.	Ground Handling	NONE	
	D.	Security	K.A.A (Security) & Kenya Airport Police Unit	
	E.	Fuel Storage, Fuelling and De-fuelling	None	
	F.	Baggage Handling	N/A	
	G.	Cargo Handling	N/A	
	H.	Disembarkation of Passengers	N/A	
	I.	Hangarage	NONE	
	J.	Car Parking	Kenya Airports Authority	
	K.	Catering a). Terminal	XX	
		b). In-flight	NONE	
	L.	Cleaning a). Terminal	All & Sundry	
		b). Aircraft	NONE	
	M.	100% Hold Baggage Screening	KAA (Security) & Customs Department -Gove	

5		<b>Please provide brief details regarding procedure for the control of Third Parties</b>		
		<b>Airside, Vehicles and works, including minimum levels of insurance requested.</b>		
		<i>-Access only by security vetting and control</i>		
		<i>-Issue of Airport Security Passes</i>		
		<i>-Vehicles, mobile plant and equipment are subjected to mechanical inspection and evaluation</i>		
		<i>before allowed to use the Airside.</i>		
		<i>-All equipment within the Airside are insured by third party</i>		
		<i>The above are specified in the concession agreement in force.</i>		
6		<b>Please provide details of any known or reported incidents which may give rise to a claim</b>		
		<i>NONE</i>		

## (2) PRICING SCHEDULE

(i) Cover for Kenya Airports Authority - Airports Operation Liabilities as described in item – scope of services above (In respect of the insured's Legal Liability to third parties (Bodily injury and Property damage) arising from all Operations and use of facilities excluding liability arising out of Air Traffic Control).

### Limits of Liability



1. Combined single limit (in respect of bodily injury, property damage and personal injury) – **USD 500,000,000** – Any one Occurrence but limited to: -
2. **USD 500,000,000** in aggregate in respect of all occurrences during the policy period arising out of the use of facilities and possession, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the insured after such goods or products have ceased to be in possession or under control of the insured.
3. Limit of **USD 30,000,000** (or currency equivalent) any one offence/event and in the aggregate in respect of all offences/events during the policy period arising out of personal injury being included within the combined single limit and in addition thereto.
4. Limit applies separately to each Airport, but products and personal injury aggregates to apply overall.
5. Legal costs and expenses payable in addition to the policy limits.
6. Ransom and Extortion coverage subject to a limit of USD 1 million.

Premium applicable -:

<b>INSURED: - KENYA AIRPORTS AUTHORITY</b>	<b>Limits of Liability USD 500M</b>	<b>Year 1 Annual Premium (USD)</b>	<b>Year 2 annual premium (USD)</b>
Airport Liability			
War Risk Extension			
Personal Injury Extension			
<b>TOTAL PREMIUM</b>			



**E1) TYPE OF POLICY: AIRPORT LIABILITY INSURANCE**

**SCOPE OF COVER:** In respect of the insured's Legal Liability to third parties (Bodily injury and Property damage) arising from all Operations and use of facilities in the following locations (excluding liability arising out of Air Traffic Control)

<b>LIMITS OF LIABILITY</b>	<b>Limit of Liability per event and/or aggregate USD 500 Million</b>	<b>Year 1 Annual Premium (USD)</b>	<b>Year 2 LTA Premium (USD)</b>
Any one event	<b>USD 500Million</b>		
Any one period (of insurance)	<b>USD 500Million</b>		

The limit of liability is US dollars **500,000,000** any one event or aggregate during the period of insurance. The cover should be worldwide.

The tenderer is required to provide an outline of the policy by indicating the following: -

- a) Special extensive clauses
- b) Exclusions
- c) Excess/deductibles
- d) Jurisdiction Clause

**Note**

Quotations from overseas market must supported by duly signed from insurers with whom the broker intends to place cover with upon award of the policy.

The tender is required to provide an outline of the policy by indicating the following: -

- a) Special conditions/extensive clauses
- b) Exclusions
- c) Excess/deductibles
- d) Jurisdiction Clause
- e) Underwriters

**E2) PERSONAL INJURY EXTENSION**

**SCOPE OF COVER:** In respect of the insured's Legal Liability to third parties (Personal injury) arising from all Operations and use of facilities during the policy period being included within the combined single limit and in addition thereto

	<b>Limit of Liability</b>	<b>Annual Premium USD</b>	<b>2-year Premium USD</b>
Any one event	USD. 30,000,000		
Any one period (of insurance)	USD. 30,000,000		

The limit of liability applicable to personal injury claims shall be US dollars **30,000,000** any one event or aggregate during the policy period. The cover should be worldwide.

**Note**

Quotations from overseas market must supported by duly signed from insurers with whom the broker intends to place cover with upon award of the policy.

The tender is required to provide an outline of the policy by indicating the following: -

- a) Special conditions/extensive clauses
- b) Exclusions
- c) Excess/deductibles
- d) Jurisdiction Clause

**E3) WAR, HIJACKING, STRIKES, RIOTS EXTENSION**

**SCOPE OF COVER:** War, hijacking, strikes, riots, civil commotions or labor disturbances, terrorist acts and other perils including exclusions under clause AVN 48B (AVN 52 buy backs)

	<b>Limit of Liability</b>	<b>Annual Premium USD</b>	<b>2-year Premium USD</b>
Any one event	USD. 300,000,000		
Any one period (of insurance)	USD. 300,000,000		

US dollars **300,000,000** any one event or in the aggregate during the policy period. The cover should be worldwide.

**Note**

Quotations from overseas market must supported by duly signed from insurers with whom the broker intends to place cover with upon award of the policy.

If the underwriter decides to include the extension in the main policy, then the same should be stated clearly in the bid response.

The tender is required to provide an outline of the policy by indicating the following: -

- a) Special conditions/extensive clauses
- b) Exclusions
- c) Excess/deductibles
- d) Jurisdiction Clause



## 2 SCHEDULE OF REQUIREMENTS

*[The Kenya Airports Authority shall fill in this Form to indicate the List of Insurance Services required by the Kenya Airports Authority [Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].*

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured (limit of liability)	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price) (USD)	Price discount (if any) (USD)	Total Tender Price for Insurance Service (Col. 6-7) (USD)
E1	Airport Liability Insurance	USD. 500 Million	N/A				
E2	War Risk Extension	USD. 300 Million	N/A				
E3	Personal Injury Extension	USD. 30 Million	N/A				

Name of Tenderer.....[insert complete name of Tenderer]

Signature of Tenderer.....[signature of persons signing the Tender]

Date .....[insert date]

## Claims Experience

The Authority has compiled some of the claims on the policy to assist bidders who may wish to participate in the tender.

Date	Claim Details	USD reserve	GBP reserve	Paid USD	Paid GBP	Comment
<b>2011</b>						
5-Dec-11	Claimant –Personal Injury	\$0.00	£0.00	\$0.00	£0.00	File closed
7-Sep-14	Claimant –Personal Injury	\$0.00	£0.00	\$0.00	£13,088	File closed
2-May-12	Damage to car and injury to 2 people	\$0.00	£0.00	\$0.00	£0.00	Claim settlement ongoing
18-May-12	Claimant – Personal Injury	\$40,000	£4,913	\$0.00	£10,087	File is current. Settlement authority issued
<b>2012</b>						
9-Aug-12	Claimant Kenya Airways	\$0.00	£0.00	\$17,073.71	£3,926.88	File closed
3-Oct-12	Claimant Suran Karambu	\$0.00	£0.00	\$4,500.00	£8,947.24	File closed
5-Oct-12	Claimant Haron Njuguna	\$0.00	£0.00	\$1,650.00	£12,705.61	File closed
21-Oct-12	Claimant Lillian Mukuhi	\$0.00	£0.00	\$0.00	£918.50	File closed
20-Nov-12	Claimant Magma Aviation	\$0.00	£0.00	\$288,874.11	£19,916.45	File closed
7-Dec-12	Claimant Kaluki Ngilu	\$0.00	£0.00	\$0.00	£0.00	File closed
27-Dec-12	Claimant Air Berlin	\$0.00	£0.00	\$0.00	£0.00	File closed
12-Jan-13	Claimant Swiss Air	\$0.00	£0.00	\$22,500.00	£7,129.34	File closed
3-May-13	Claimant Kenya Airways and Rwandair	\$485,000.00	£10,000.00	\$0.00	£0.00	File closure recommended
<b>2013</b>						
7-Aug-13	Claimant Kwal Products	\$0.00	£0.00	\$0.00	£0.00	Awaiting further communication from claimant
7-Aug-13	Claimant Various from Major Fire	\$0.00	£0.00	\$3,000,000.00	£114,082.90	File closed
15-Aug-13	Claimant Edwin Meir	\$25,000.00	£4,159.50	\$0.00	£11,405.50	Matter is proceeding through trial preparation. File is current
7-Oct-13	Claimant Khayanga Wasike	\$0.00	£0.00	\$0.00	£0.00	File closed

Date	Claim Details	USD reserve	GBP reserve	Paid USD	Paid GBP	Comment
15-Oct-13	Claimant Turkish Airlines	\$0.00	£0.00	\$0.00	£2,036.53	No update available since January 2016.
20-Nov-13	Claimant KLM	\$0.00	£0.00	\$0.00	£2,105.60	File closed
24-Dec-13	Claimant Daniel Kabogo	\$0.00	£0.00	\$0.00	£1,379.00	File closed
22-Jan-14	Claimant Kenya Airways	\$0.00	£0.00	\$0.00	£0.00	File closed
16-Feb-14	Collision between 5Y-BCD and 5Y-NYS	\$0.00	£0.00	\$0.00	£2,697.90	No update available since January 2016.
28-Feb-14	Claimant Chandraben Shah	\$0.00	£8,984.00	\$20,000.00	£10,892.00	Claim concluded.
8-Apr-14	Claimant Kiru Muhoya	\$0.00	£0.00	\$0.00	£2,315.00	File closed
24-Apr-14	Collision between 4R-EXJ and 5Y-UAE	\$0.00	£0.00	\$0.00	£0.00	No update available since January 2016.
26-Apr-14	Claimant Kenya Airways	\$0.00	£0.00	\$0.00	£0.00	No update available since January 2016.
<b>2014</b>						
11-Aug-14	Various students injured	\$60,000.00	£13,186.00	\$0.00	£1,814.00	Matter still pending
16-Aug-14	Claimant Michael Gera	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
31-Aug-14	Claimant Safari Express	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
7-Sep-14	Claimant Kenya Airways	\$0.00	£0.00	£0.00	£0.00	No further developments on file.
22-Oct-14	Collision between ZS-LAC and OE-GBD	\$0.00	£0.00	£0.00	£0.00	No further developments on file.
31-Oct-14	Claimant Quadco	\$40,000.00	£15,537.16	\$0.00	£9,562.34	Proceedings issued. File is current.
12-Nov-14	Claimant South African Airways	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
31-Dec-14	Claimant Choo Miung Jwa	\$0.00	£0.00	\$0.00	£0.00	Claim resolution ongoing
4-Jan-15	Skyward Express	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.



Date	Claim Details	USD reserve	GBP reserve	Paid USD	Paid GBP	Comment
9-Apr-15	Claimant Cargolux	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
12-May-15	Claimant Kouwane Mashilo	\$0.00	£0.00	\$0.00	£0.00	Claim resolution ongoing
<b>2015</b>						
1-Jul-15	Claimant China Southern Airlines	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
15-Aug-15	Claimant Fly 540	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
30-Aug-15	Claimant Joseph Ndungu Macharia	\$0.00	£1,467.00	\$6,000.00	£3,533.00	Claim has been settled.
30-Oct-15	Claimant DAC Aviation	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
17-Nov-15	Claimant Fly 540	\$0.00	£0.00	\$0.00	£0.00	No further developments on file.
19-Feb-16	Claimant Joan Lee Miklaus	\$0.00	£6,118.00	\$0.00	£1,382.00	No further developments on file.
16-Mar-16	Ground collision with NAS vehicle	\$0.00	£0.00	\$0.00	£0.00	Claim settlement ongoing
19-Mar-16	Claimant Kenya Airways	\$0.00	£0.00	\$0.00	£0.00	Claim settlement ongoing
18-Jan-16	Claimant Jacinta Syokwaa	\$0.00	£625.00	\$0.00	£875.00	This file is current. Claim settlement ongoing
25-Jun-16	Aircraft 5Y-BKC birdstrike	\$0.00	£0.00	\$0.00	£0.00	This file is current. Claim settlement ongoing
<b>2016</b>						
14-Jul-16	Two contractors injured	\$0.00	£0.00	\$0.00	£0.00	First advice received July 2016. Nothing further received.

Date	Claim Details	USD reserve	GBP reserve	Paid USD	Paid GBP	Comment
26-Sep-17	Damage to T/P aircraft. 5Y-WHC	\$72,000.00	£3,000.00	\$0.00	£0.00	Recommended to settle claim after the costs have been presented. Latest report dated February 2017. This file is current.
17-Oct-16	Claimant Turab Ali Ibrahim Pishori	\$0.00	£0.00	\$0.00	£0.00	First advice received October 2016. Nothing further received.
<b>2018 to Date</b>						
29/10/2018	Injury to Passenger Elisa Newman at Terminal 1A -Washroom					Claimant has not filed suit/claim
06/03/2019	Delay due to Airports workers strike					Geminia requested additional time to respond;Minet following up
05/01/2022	Incident involving Private Jet registration number LX-JNC LX-JNC Incident - Collision with the light pole - Right winglet - Taxi misguidance CRM:0229010 Aon Ref: AVLON2100850/001					Settled at USD \$29,500
10/10/2022	Injury to Passenger at JKIA T1A - Fiohouene Poukalemon					Awaiting claim supporting documents from the passenger/claimant
01/12/2022	Injury to passenger at JKIA -Brigitte Fiohoune Poilakelemon					Awaiting claim supporting documents from the passenger/claimant
17/04/2023	Incident on Disabled Aircraft Boeing 747-400F Operated by Singapore Airlines					There remains no indication of any fault on the part of the insured.
03/05/2023	Injury to passenger - Margaret Indimuli at JKIA					Received Facilities & Operations Report(Customer

Date	Claim Details	USD reserve	GBP reserve	Paid USD	Paid GBP	Comment
						Service Report) Awaiting demand letter and any other supporting documents
14/06/2023	Aircraft Incident involving Kenya Airways - KQ 482 AT JKIA					Awaiting supporting documents including quantification of the claim in the stated amount of USD1,159,018.
	Injury to Passenger at JKIA - Jeffrey Christina Louse					No substantial information in respect of any claim has been provided in over 3 years since the incident occurred

---

## PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

---

### SECTION VI - GENERAL CONDITIONS OF CONTRACT

#### A. General Provisions

##### 1.1 Definitions

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

- a) “Schedule of Requirements” is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) “Completion Date” means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Procuring Entity” means the Kenya Airports Authority or party who employs the Insurance Provider
- f) “Foreign Currency” means any currency other than the currency of Kenya;
- g) “GCC” means these General Conditions of Contract;
- h) “Government” means the Government of Kenya;
- i) “Local Currency” means Kenya shilling;
- j) “Party” means the Kenya Airports Authority or the Insurance Provider, as the case may be, and “Parties” means both of them;
- k) “Personnel” means persons hired by the Insurance Provider;
- l) “Insurance Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) “Insurance Provider's Tender” means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) “Services” means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.

##### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

##### 1.3 Language

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.

##### 1.4 Notices

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

## 1.5 Location

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

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Kenya Airports Authority or the Insurance Provider may be taken or executed by the officials **specified in the SCC**.

## 1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## 1.8 Taxes and Duties, e t c

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2 Commencement, Completion, Modification, and Termination of Contract

### 2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **specified in the SCC**.

### 2.3. Modification

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

### 2.4 Force Majeure

#### 2.4.1 Definition

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

#### 2.4.2 No Breach of Contract

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

#### 2.4.3 Extension of Time

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

of Force Majeure.

#### **2.4.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **2.5. Termination**

#### **2.5.1 By the Procuring Entity**

The Kenya Airports Authority may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Kenya Airports Authority may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Kenya Airports Authority has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

#### **2.5.2 By the Insurance Provider**

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Kenya Airports Authority fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### **2.5.3 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Kenya Airports Authority shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Kenya Airports Authority any moneys paid but for which no consume rate services were provided.

### **3. Obligations of the Insurance Provider**

#### **3.1 General**

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe

sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

### 3.2 Conflict of Interests

#### 3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's soleremuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

#### 3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### 3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

### 3.4 Reporting Obligations

The Insurance Provider shall submit to the Kenya Airports Authority there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

### 3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub-Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### 3.6 Liquidated Damages

#### 3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Kenya Airports Authority at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall

not exceed the amount **defined in the SCC**. The Kenya Airports Authority may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

#### 3.6.2 Correction for Over-payment

The Kenya Airports Authority shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

### 3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

### 3.8 Fraud and Corruption

The Kenya Airports Authority requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Kenya Airports Authority requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering 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.

## 4 Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

## 5 Obligations of the Procuring Entity

### 5.1 Change in the Applicable Law

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

## 6 Payments to the Insurance Provider

### 6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

### 6.2 Contract Price

The price payable is **set forth in the SCC**.

### 6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC**.

### 6.4 Interest on Delayed Payments

If the Kenya Airports Authority has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

## 7 Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry



## **8 Settlement of Disputes**

### **8.1 Amicable Settlement**

Any party with dispute against the other party shall give notice to the other party, requesting the party to make Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

### **8.2 Arbitration if the Insurance Provider is a Kenyan firm**

- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
  - i) Law Society of Kenya, or
  - ii) Chartered Institute of Arbitrators (Kenya Branch), or
  - iii) Insurance Institute of Kenya, or
  - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

### **8.3 Failure to Comply with Arbitrator's Decision**

- 8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

### **8.4 Arbitration if the Insurance Provider is a foreign firm**

- 8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p><b>The Parties to the Contract are:</b></p> <p>The Kenya Airports Authority is _____</p> <p>The Insurance Provider is _____</p> <p>The contract name is _____</p>
1.4	<p>Address of procuring entity is:  Kenya Airports Authority,  Kenya Airports Authority Headquarters,  Airport North Road,  P. O. Box 19001 – 00501  NAIROBI-KENYA,  Tel: +254 20 6611000  Fax: +254 20 822078  E-mail: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p> <p><b>Authorized Representatives</b></p> <p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Broker may be taken or executed by the Authorized Representatives.</p> <p>For <b>notices</b>, the Procuring Entity's address shall be:  Attention: [ insert full name of person, if applicable]  Postal address (full postal address)  Physical Address (full Location Address- insert city, street name, Building named floor number, room number)  Telephone: [include telephone number, including country and city codes]  Electronic mail address: [insert e-mail address, if applicable]</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____  [Name, Postal Address, Email, Telephone Number]</p> <p>For the Insurance Provider: _____  [Name, Postal Address, Email, Telephone Number]</p>
2.1	<p>The date on which this Contract shall come into effect is <b>To Be Advised.</b></p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:  The Broker/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.</p> <p>Duration of the coverage <b>for an initial period of one-year renewable for further One-year at the discretion of KAA subject to Satisfactory Performance</b></p>
3.2.3 (c )	<p>After the termination of this Contract, the activities are:</p> <p>_____</p> <p>_____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>3.6.1</b>	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
<b>6.2 – 6.3</b>	<p>Contract Price shall be paid in lump sum in accordance with the contract _____</p> <p>The price shall be made in one lump sum on contract signature</p> <p>or the price shall be made on monthly installments of _____</p>
<b>6.4</b>	<p>Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____% per month.</p>

## **APPENDIX TO THE CONTRACT**

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

## BENEFICIAL OWNERSHIP DISCLOSURE FORM

### **INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:*

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: **KAA/OT/FIN/0042/2023-2024**

Name of the Assignment: **PROVISION OF INSURANCE BROKERAGE SERVICES FOR AIRPORT OPERATIONS LIABILITY POLICY FOR KENYA AIRPORTS AUTHORITY.**

In response to your notification of award dated \_\_\_\_\_ *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

#### **Details of beneficial ownership**

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

*We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"*

*Name of the Tenderer: .....*\_\_\_\_\_

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer:*

*.....*

*Title of the person signing the Tender: ..... ..*

*Signature of the person named above: ..... ..*

*Date signed ..... day of.....month, ..... year.*