

KENYA CIVIL AVIATION AUTHORITY



TENDER NUMBER: KCAA/051/2018-2019

**PROVISION OF GROUP PERSONAL ACCIDENT , GROUP LIFE
AND LAST EXPENSE INSURANCE AND WORK INJURY
BENEFITS ACT COVERS BY UNDERWRITERS FOR ONE YEAR**

DATE OF NOTICE: TUESDAY 29TH JANUARY, 2019

CLOSING DATE: WEDNESDAY 13TH FEBRUARY, 2019 AT 11:00 A.M

BIDDERS TO NOTE

- a) All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.**

- b) A mandatory pre bid meeting will be held on Tuesday, 5th February 2019 at 11:00am at KCAA headquarters in Aviation House, JKIA.**

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INTRODUCTION

Kenya Civil Aviation Authority hereinafter referred to as KCAA, intends to engage the services of competent Insurance cover providers who will be expected to undertake the following:

- a) Advise KCAA on the appropriate insurance protection for their insurable interests.
- b) Study and negotiate the terms of the insurance policies to suit the requirements of KCAA.
- c) Obtain the policy documents and submit them to KCAA
- d) Handle insurance claims
- e) Advise KCAA on all aspects of insurance risk management.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of insurance services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social Security contributions.

SECTION I - INVITATION FOR TENDERS

DATE OF NOTICE: TUESDAY 29TH JANUARY, 2019

TENDER REF. NO. KCAA/051/2018-2019

TENDER NAME: PROVISION OF GROUP PERSONAL ACCIDENT, GROUP LIFE AND LAST EXPENSE INSURANCE AND WORK INJURY BENEFITS ACT COVERS BY UNDERWRITERS FOR ONE YEAR.

- 1. KCAA invites sealed bids from the interested eligible bidders for **provision of group personal accident, group life and last expense insurance and work injury benefits act covers by underwriters for one year.****
- 2. Interested eligible bidders may obtain further information from and inspect the tender documents at KCAA Procurement Office in Aviation House Building, Jomo Kenyatta International Airport during normal office working hours (8.00 am – 1.00pm, 2.00pm – 5.00pm). Bidders may also view and download the bidding document from KCAA website: www.kcaa.or.ke or www.tenders.go.ke and immediately forward their particulars to procurement@kcaa.or.ke for records and for the purposes of receiving any further tender clarifications and/or addendums.**
- 3. A mandatory pre bid meeting will be held on Tuesday, 5th February 2019 at 11:00am at KCAA headquarters in Aviation House, JKIA.**
- 4. A complete set of tender documents may be obtained by interested Candidates upon payment of a non-refundable fee of One thousand Kenya Shillings (Kshs.1, 000.00) in cash or bankers cheque payable to Director General, Kenya Civil Aviation Authority. Bidders who download the tender document will not be required to pay.**
- 5. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain Valid for a period of 90 days from the closing date of the tender.**
- 6. Completed tender documents are to be enclosed in plain sealed envelope marked with Tender reference number and be deposited in the Tender Box at **Ground floor, Aviation House, Jomo Kenyatta International Airport**, or be addressed to:-**

**The Director General
Kenya Civil Aviation Authority
P.O. Box 30163 – 00100, Nairobi.**

So as to be received on or before **Wednesday 13th February, 2019 at 11:00am.**

- 7. Tender will be opened immediately thereafter in the presence of the bidders or their Representatives who choose to attend **at KCAA Auditorium on Ground Floor, Aviation House, JKIA, Nairobi.****

**Manager Procurement
For: Director General**

SECTION II - INSTRUCTION TO BIDDERS

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SECTION II - INSTRUCTIONS TO BIDDERS

2.1. Eligible Bidders

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

2.2 Cost of Tendering

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and KCAA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Ksh.1,000/=
- 2.2.3 KCAA shall allow the Bidder to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.
- (i) Instructions to Bidders
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) FORM KCAA 1 – Professional Qualifications
 - (xii) KCAA FORM 2 – Requirements for Proposed Underwriters
 - (xiii) KCAA FORM 3 - Client Reference Form for Insurance Brokers

(xiv) KCAA FORM 4. - Client Reference Form for Insurance Underwriters

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

2.4 Clarification of Tender Documents

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

2.4.2 KCAA shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Bidders Eligibility and Qualifications

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

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

2.12. Tender Security

2.12.1 The Bidder shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Bidders.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect KCAA against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:-

Cash.

A bank guarantee.

Such insurance guarantee approved by the Authority.

Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 **shall be rejected by KCAA as non-responsive**, pursuant to paragraph 2.20.5

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

2.12.7 The successful Bidder's tender security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

(a) if a Bidder withdraws its tender during the period of tender validity.

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with paragraph 2.29 or

(ii) to furnish performance security in accordance with paragraph 2.30.

(c) If the Bidder rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

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

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

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KCAA at the address given in the Invitation to Tender. Bear tender number and name in the invitation to tender and the words, "**DO Not Open Before Wednesday 13th February, 2019 at 11:00AM**". The inner envelopes shall also indicate the name and address of the Bidder to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KCAA will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by KCAA at the address specified not than **Wednesday 13th February, 2019 at 11:00am**.

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

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

2.17. Modification and Withdrawal of Tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

Withdrawal of a tender during this interval may result in the Bidder's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 KCAA will open all tenders in the presence of Bidders' representatives who choose to attend at **11:00am, Wednesday 13th February, 2019 on Ground floor, Aviation House, Jomo Kenyatta International Airport.** and in the location specified in the invitation for tenders. The Bidders' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KCAA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KCAA will prepare minutes of the tender opening, which will be submitted to Bidders that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 KCAA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 KCAA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KCAA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender

documents without material deviations. KCAA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by KCAA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 KCAA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

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

((a) operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) KCAA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KCAA's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Bidders shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price.

Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KCAA may consider the alternative payment schedule offered by the selected Bidder.

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

2.23. Contacting KCAA

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

2.23.2 Any effort by a Bidder to influence KCAA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidders' tender.

2.24 Post-qualification

2.24.1 KCAA will verify and determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

2.25 Award Criteria

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

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

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

2.26. KCAA's Right to accept or Reject any or all Tenders

2.26.1 KCAA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KCAA's action. If KCAA determines that none of the tenders is responsive, KCAA shall notify each Bidder who submitted a tender.

- 2.26.2 KCAA shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.
- 2.26.3 A Bidder who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

2.28 Signing of Contract

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

2.29 Performance Security

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

2.30 Corrupt or Fraudulent Practices

- 2.30.1 KCAA requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts. A Bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 KCAA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to instructions to Bidders

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

Instruction to Tenderers	Particulars of Appendix to instructions to Bidders
2.1.1	The tender is open to insurance brokerage and underwriting firms in the respective lots who have appropriate and valid accreditations.
2.4	All communications with the Authority during and after the tendering period will only be in writing.
2.12.1	Bidders shall provide a tender security of Kshs 400,000 in form of a bid bond or bankers cheque and shall be valid for a period of 120 days from the date of tender opening. Bidders who will submit a tender security of a lesser value shall be disqualified. Submission of a bid bond with a validity period of less than 120 days shall also be disqualified.
2.14.1	Bidders shall provide 1 ORIGINAL copy of the tender document clearly marked original and 1 other copy marked COPY all placed in one envelope
2.16.1	The closing date of the tender shall be Wednesday 13th February, 2019
2.16.3	Bulky tenders which will not fit in the tender box shall be received and recorded at the Procurement Manager's Office located on ground floor, Aviation House.
2.22	Evaluation of the tenders shall be done using the criteria set out in the tender document
2.29	The successful bidder shall be expected to provide a performance security of 10% of the contract value for the quoted equipment.
2.30	<p>Anti-corruption Affidavit</p> <p>All bidders MUST swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KCAA to influence the outcome of the bid.</p>

EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following four categories of criteria to evaluate the tenders and tenderers.

- (a) Mandatory tender requirements
- (b) Technical capability assessment including due diligence where applicable
- (c) Financial/Commercial Evaluation.
- (d) Due diligence where applicable

(a) CONFIRMATION ON COMPLIANCE WITH MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and bidder's responsiveness. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Mandatory requirements criteria for underwriters

No.	Documents to be submitted
1.	Duly filled confidential questionnaire (Indicate all the directors and respective shares)
2.	Duly filled, signed and stamped form of tender
3.	Copy of certificate of Incorporation.
4.	Submitted certified copies of audited financial statements for the last three years.
5.	Correctly filled sworn Anti-corruption Affidavit
6.	Tender security of Kshs 400,000.00 valid for 120 days from the tender opening date
7.	Must be registered by the Insurance Regulatory Authority (IRA). Attach current copy of certificate.
8.	Must be a member of Association of Kenya Insurers (AKI). Attach current copy of certificate.
9.	Must have handled at least five (5) corporate clients with a contract value of at least Kshs. 20 million each. Attach copy of the contract
10.	Attach copy of current tax compliance certificate from the Kenya Revenue Authority
11.	Ensure serialization of ALL pages for the bid submitted (paginated)
12.	Must provide proof of having done annual gross premium of Kshs. 1 billion in the last one year
13.	Must provide proof of having done annual gross group life premium of Kshs. 1 billion in the last one year (Reference will be Proof from current IRA report or duly audited accounts)
14.	Must provide a copy of director's liability Policy Schedule for the current period.
15.	Must be Re-Insured with a reputable reinsurance firm
16.	Submit Current credit rating by an accredited rating firm
17.	Must not be under statutory administration or facing liquidation proceedings.
18.	Submit evidence of having paid Group life claims of at least Kshs. 300 million in the previous years
19.	Firms which have previously worked with KCAA MUST provide documentary evidence that they rendered the services satisfactorily in accordance with the terms of contract. In particular they should provide details of claims settled during the contractual period in the following format supported by documentary evidence
20.	Must submit valid reinsurance treaties cover note/slip.
21.	Submit a statement in the bidder's letter head that the company is not insolvent, receivership, and bankrupt or in the process of being wound up.
22.	Submit a statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings.
23.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices.

(b) Technical evaluation criteria

Bidders who are responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least **75% of the total marks for the respective lot** to qualify for further evaluation under the Commercial/Financial Evaluation Criteria.

CRITERIA	METHOD OF EVALUATION	MAXIMUM POINTS	
Underwriter’s Experience and premium flows: Firm’s experience as shown by number of years in insurance brokerage business.	<ul style="list-style-type: none"> Number of years in insurance services and Proof of satisfactory service (recommendations from at least five clients, with telephone numbers and email of the person to be contacted) – Completed Client Reference Forms – FORM KCAA 4 from at least five (5) corporate clients. The insurance portfolio handled for each of the clients must be more than five million shillings (Kshs. 5,000,000.00). Gross premium income for the previous year will be ranked and scored relative to other bidders. (source: IRA latest industry report) 	20	
Human Resource Capabilities/ Key Personnel: Professional qualifications and experience to establish capacity to deliver the services (Provide details for principal officer and at least three other senior officers in the prescribed format, FORM KCAA 1 attached) will be evaluated and scored relative to other bidders. Provide company profile and structure	Principal Officer (Attach CV) Maximum Score = 10	ACII/AIHK – 3 points Relevant degree/Postgraduate degree – 2 points Relevant experience – 1 point for every year’s experience after qualification, max. 5	40
	Professional qualifications and experience of three other technical personnel (Attach CVs for each) Maximum Score for each =10 and for all three = 30	ACII/AIHK – 3 Relevant degree/Postgraduate degree – 2 Relevant experience – 1 point for every year’s experience after qualification, max. 5	
Underwriter’s Claims settlement ability (Value of claims Recently paid for Risks)	<ul style="list-style-type: none"> State highest value of claim Recently paid for Risks of relevant class of policies for at least three clients. Attach proof. Total annual claims paid in the previous year will be ranked and scored relative to other bidders. (source: IRA latest industry report) 	20	
Terms and conditions in provision of the service	<ul style="list-style-type: none"> Firm’s strict adherence to the insurance particulars provided and covers inclusion; exclusions and extras will be evaluated and scored relative to other bidders. (source: submitted quotations) 	20	
Statutory paid up Capital	Sate Statutory paid up Capital and Value of paid up Capital	5	
Financial Resources (Equity, total assets and total liabilities will be evaluated and scored relative to other bidders)	Financial Ratios to be Evaluated based on information in the three years accounts provided: <ul style="list-style-type: none"> Cash and Cash Equivalent : Total Assets Current Assets : Current Liabilities Working Capital 	15	
	Profit Trend for past three years: <ul style="list-style-type: none"> 2017 2016 2015 	10	
	Annual premiums Trend for past three years: Average premium turnover for the last three years - 5 points for every Kshs. 10 million handled and positive trend. <ul style="list-style-type: none"> 2017 2016 2015 	15	
Miscellaneous information:	Provide any other additional information relevant to the provision of the Insurance Services.	5	
MAXIMUM POINTS/MARKS		150	

Bidders who are responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 80% of the total marks for the respective lot to qualify for further evaluation under the Commercial/Financial Evaluation Criteria.

(c) Financial/Commercial Evaluation.

The winning bidder will be the lowest bidder in **each policy** among those who will have passed the mandatory and technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document. The financial evaluation will take into account any financial discounts stated in the bid document.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without KCAA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KCAA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without KCAA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KCAA and shall be returned (all copies) to KCAA on completion of the contract's or performance under the Contract if so required by KCAA.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to KCAA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KCAA as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KCAA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by KCAA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Bidder in accordance with the terms specified by KCAA in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by KCAA as specified in the contract.

3.9. Prices

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not; with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Bidder in its tender.

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 KCAA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either

party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below:-

Reference of general conditions of contract	Special condition of contract
3.7 Delivery of Services	The insurance broker and underwriter under the respective policy shall be required to confirm cover before the commencement date of contract by delivering the insurer's confirmation endorsements and insurance certificates where applicable. The policy document shall be prepared and delivered within 7 days from the cover commencement date.
3.8 Payment	Payment of premium shall be made by KCAA once a dully signed contract by both parties is completed
3.16 Applicable law	The Insurance Act Cap 487 Laws of Kenya
3.18 Notices	Kenya Civil Aviation Authority P. O. Box 30163 - 00100 Nairobi

The current under listed insurance policies will expire on **28th February, 2019** and will therefore be due for renewal with effect from **1st March 2020** as tabulated below:-

NO.	PARTICULARS OF INSURANCE	EXPIRY DATE	RISKS COVERED
1	Group Personal Accident (Staff and Board of Directors) Insurance	28 th February 2020	Accident
2	Group Life and Last Expense Insurance	28 th February 2020	Life
3	Work Injury Benefits Act (WIBA)	28 th February 2020	Injury

RESPONSIBILITIES OF THE UNDERWRITER FOR INSURANCE COVERS DIRECTLY PROCURED THROUGH THE INSURANCE UNDERWRITERS

1. Structure and provide optimum policy covers as per the requirements in the tender document.
2. Ensure that all covers provide for **excess cover protector**.
3. Indicate the preferred reinsurer for each cover and give reasons.
4. Inform the Authority of any pertinent aspect of the policy that may arise during the term of the policy.
5. Submit a summary report of the terms and conditions to KCAA.
6. Ensure proper claims administration are fully coordinated prudently between KCAA and the Underwriter.

7. Ensure all Last Expense claims for employees and dependents are settled within 48 hours after notification.
8. Ensure all fully documented Group Life (GL) and Group Personal Accident (GPA) claims are settled within one (1) month from the date of notification.
9. Prepare **monthly records of outstanding claims** lodged by KCAA which must be submitted by 15th of the following month.
10. **Arrange quarterly meetings** with KCAA at no extra cost to review performance of the covers.
11. Ensure that policy documents are availed to KCAA within seven (7) days upon execution of the contract and payment of premiums.
12. **Train/sensitize at least three (3) KCAA Officers** (those dealing with insurance) on policy requirements, benefits and any risk exposure or expected changes.

NB: - The procuring entity shall disqualify a bidder whose special conditions or exclusions are too exposing to the procuring entity in terms of uncovered risks without further reference to the bidder.

All policies to have a cancellation notice of at least 60 days.

SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are required to provide their quotations based on the format of the appended **Schedule of Insurance Requirements** and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Bidders will be required to provide a summary of their quotations based on the format of the appended **Price Schedule Form**. Bidders must take into consideration the arrangement of the policies as presented in the **Price Schedule Form** while making their recommendations of the underwriters for the various policies.
3. Bidders must submit copies of quotation slips as received from insurers along with the signed **FORM KCAA 2** from their recommended underwriters. The Bidders must ensure that the premium presented in the Price Schedule Forms and Schedule of Insurance Requirements is the same as those in the insurers' original quotation slips.
4. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.

SUMMARY OF THE CLASS OF POLICIES AND VALUE TO BE INSURED

INSURANCE UNDERWRITERS

1. INSURANCE COVERS DIRECTLY THROUGH INSURANCE UNDERWRITERS

No.	Particulars of Insurance	Expiry Date	Risks covered
1	Group Personal Accident (Staff and Board of Directors) Insurance	28 th February 2019	Accident
2	Group Life and Last Expense Insurance	28 th February 2019	Life
3	Work Injury Benefits Act (WIBA)	28 th February 2019	Injury

2. REQUIREMENTS TO BE MET BY THE UNDERWRITERS FOR LOT 2.

1. The underwriters **must have done annual gross premiums of more than Kshs. 500,000,000.00 (Five hundred million shillings) excluding motor insurance business in past one year.**
2. The quotes must be in a sealed envelope clearly marked "**underwriters quote for lot 2**".
3. The quotes submitted by the underwriter must provide for **excess cover protector** as per the tender document requirement. The **excess cover protector** must be clearly indicated against the quote for each cover as applicable.
4. The underwriters must submit documents as indicated in **FORM KCAA 2 (attached in the tender document)**.
5. Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license should be submitted.
6. Should have been in business for at least five (5) years.
7. The Underwriter **MUST** have the capacity to underwrite a minimum lead of 50% of the respective policy as awarded for assets based policies.
8. Must not be under statutory administration or facing liquidation proceedings.
9. Must be Re-Insured with a reputable reinsurance firm.
10. Must have a Professional Indemnity Insurance Cover of at least Kshs. **100 Million** and a copy should be submitted.
11. Must be a current member of the Association of Kenya Insurers (AKI).

12. Must submit Reinsurance treaties cover note/slip for 2018.
13. Current credit rating by an accredited rating firm.
14. Must submit a list of five (5) reputable clients with the premium of at least Kshs. 5,000,000.00 each for the last two (2) years. Ensure client's reference form attached below is duly filled and signed.
15. Starting with the most current indicate similar assignments of at least five (5) Corporate Clients in the last two (2) years. Provide references and recommendation letters which must have been written during the period of the premium handled and must at least be of Kshs. 100 million and above.
16. Must submit copies of the audited accounts for the last three years.
17. Must submit copies of the following documents;
 - PIN Certificate
 - Tax Compliance Certificate
 - Certificate of Registration/Incorporation
 - Must submit an affidavit sworn by the Managing Director/CEO indicating litigation history of the firm (for any contentions and arbitration proceedings with clients).

3. RESPONSIBILITIES OF THE UNDERWRITER

13. Structure and provide optimum policy covers as per the requirements in the tender document.
14. Ensure that all covers provide for **excess cover protector**.
15. Indicate the preferred reinsurer for each cover and give reasons.
16. Inform the Authority of any pertinent aspect of the policy that may arise during the term of the policy.
17. Submit a summary report of the terms and conditions to KCAA.
18. Ensure proper claims administration are fully coordinated prudently between KCAA and the Underwriter.
19. Ensure all Last Expense claims for employees and dependents are settled within 48 hours after notification.
20. Ensure all fully documented Group Life (GL) and Group Personal Accident (GPA) claims are settled within one (1) month from the date of notification.

21. Prepare **monthly records of outstanding claims** lodged by KCAA which must be submitted by 15th of the following month.
22. **Arrange quarterly meetings** with KCAA at no extra cost to review performance of the covers.
23. Ensure that policy documents are availed to KCAA within seven (7) days upon execution of the contract and payment of premiums.
24. **Train/sensitize at least three (3) KCAA Officers** (those dealing with insurance) on policy requirements, benefits and any risk exposure or expected changes.

NB: - The procuring entity shall disqualify a bidder whose special conditions or exclusions are too exposing to the procuring entity in terms of uncovered risks without further reference to the bidder.

All policies to have a cancellation notice of at least 60 days

4. CLIENT REFERENCE FORM FOR INSURANCE UNDERWRITERS

This is to confirm that Ms.....has provided us with insurance services for the period with a total premium of Kshs..... p.a.

PERFORMANCE EVALUATION

Rate the underwriter by ticking the appropriate box

No.	How do you rate the performance of this underwriter on	Excellent	Good	Average	Poor
1	Claims and Responsiveness				
2	General Customer Service				
3	Underwriting Responsiveness				

DECLARATION

We confirm that the above underwriter has handled our insurance covers as described above and we have no reservations in recommending them for your engagement.

Name of Authorized Signatory

Designation

Signature

Date

Telephone Contact

Official Stamp

5. CLASS OF POLICY: - GROUP PERSONAL ACCIDENT (STAFF AND BOARD MEMBERS) INSURANCE

The policy is to cover 779 Kenya Civil Aviation Authority members of staff in and out of work place 24 hours, 7 days a week and (8) members of the Board of Directors 24 hours, 7 days a week.

It should be noted that the number of staff members may increase or decrease depending on retirements, natural attrition and/or recruitments. The value of the expected cover will be based on each employee's 5 years basic salary. The total value of the current 5 years basic salary is Kshs. 7,021,661,340.00 as at October, 2018.

The expected benefits for staff are: -

- Death – 5 years basic Salary (5 years basic salary as at the time of accident)
- PTD - 5 years basic Salary (5 years basic salary as at the time of accident)
- TTD - Actual weekly salary (maximum of 104) weeks
- Medical expenses – Kshs. 4,000,000.00 per person per accident until full recovery or declaration of permanent disability or death as per the law.
- Loss of Independent Existence (5 years basic salary as at the time of accident)

The expected benefits for the board members are:-

- Death – Kshs. 5,000,000.00
- PTD - Kshs. 5,000,000.00
- TTD - Kshs.150,000.00 per week for 104 weeks irrespective of actual earnings
- Medical expenses – Kshs. 4,000,000.00 per person per accident

PERIOD OF INSURANCE: -

1st March 2019 to 28th February 2020 (both days inclusive)

SPECIAL CONDITIONS: -

No exclusions

LIMITS OF LIABILITY

Actual insured value as per the outlined benefits per member

SUM INSURED: -

Kshs. 7,021,661,340.00

ANNUAL PREMIUM: -

KSHS. -----

INSURER: -

This policy should have **no exclusions** as to the cause and place of accident including strikes, riots, civil commotion, political riots and terrorist activities.

6. CLASS OF POLICY: - GROUP LIFE INSURANCE

This policy is meant to cover all the members of KCAA staff (779) in case of death while in service from any cause. But it should be noted that the number may increase or decrease depending on retirements, death, resignations, termination and/or recruitments. The value of the expected cover will be based on each employee's 5 years basic salary. The total value of the current 5 years basic salary as at October, 2018 is Kshs. 7,021,661,340.00.

This policy should include a last expense component to cover funeral expenses for any member of staff and family of one spouse and four children of ages 25 years and below. It also includes 8 members of the KCAA Board of Directors. The cover value for **last expense** is Kshs.200,000.00 per claim. The Authority is currently having 779 members of staff.

- Employees 779
- Spouses 574
- Children 1,387

PERIOD OF INSURANCE: - 1st March 2019 to 28th February 2020 (both days inclusive)

SUM INSURED: - Kshs. 7,021,661,340.00 (as at October, 2018)

SPECIAL CONDITIONS: - **No exclusions**
LIMITS OF LIABILITY **Actual insured value** (5 years basic salary as at the time of demise/illness)

ANNUAL PREMIUM: - Kshs. -----

INSURER: - -----

- The cover should be in force at all-time including travel to and from work (within or outside the country), social activities, and sporting activities including but not limited to use of motor vehicles.
- Policy to cover against riots, political violence, strikes, Civil Commotion and terrorism activities.
- The policy should have a Critical Illness Insurance cover for compensate of a member suffering from but not limited to the following illnesses or medical conditions:
 - Cancer
 - Stroke
 - Heart Attack
 - Coronary Artery Bypass Surgery
 - Kidney Failure
 - Major Organ Transplant

- Multiple Sclerosis
- Coma
- Paralysis
- Dismemberment
- Aortic surgery
- Blindness
- Deafness
- Muteness (loss of speech)
- Major Burns
- Brain Tumour
- Motor Neuron Disease
- Alzheimer’s Disease
- Parkinson’s Disease
- Cystic Fibrosis
- Heart Valve Replacement

➤ Policies to have a cancellation notice of at least 60 days.

This policy should have **no exclusions** as to the cause and place of death.

7. CLASS OF POLICY: - WORK INJURY AND BENEFITS ACT (WIBA)

This policy is expected to cover all KCAA employees either permanent, casuals or on short term contract. But it should be noted that the number may increase or decrease depending on retirements, death, resignations, termination and or recruitments. The value of the expected cover will be based on each employee’s one year basic salary. The Underwriter must indemnify the Authority against all liabilities under the work injury and Benefits Act. The value of this policy will be based on one year’s basic salary which is Kshs. 1,404,332,268.00 as at October, 2018

PERIOD OF INSURANCE: -	1 st March 2019 to 28 th February 2020 (both days inclusive)
SUM INSURED: -	Kshs. 1,404,332,268.00 one year’s basic salary (as at October, 2018)
SPECIAL CONDITIONS: -	No exclusions
LIMITS OF LIABILITY	Actual insured value (1 year’s basic salary at the time of incident)
ANNUAL PREMIUM: -	Kshs. -----
INSURER: -	-----
BENEFITS	1 Year salary per beneficiary

UNDERWRITERS

No.	Particulars of Insurance	Value to be insured in Kshs.	Risks to be covered
1	Group Personal Accident (Staff and Board of Directors) Insurance	7,021,661,340.00	Accident
2	Group Life and Last Expense Insurance	7,021,661,340.00	Life
3	Work Injury Benefits Act (WIBA)	1,404,332,268.00	Injury

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the Bidder at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the Bidder shall provide the tender security either in the form included hereinafter or in another format acceptable to KCAA.

FORM OF TENDER

Tender No. KCAA/051/2018-2019

To: Kenya Civil Aviation Authority
P. O. Box 30163 – 00100
Nairobi

Date.....

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [insert numbers] of which is hereby duly acknowledged, we the undersigned, offer to provide **group personal accident, group life and last expense insurance and work injury benefits act covers by underwriters for one year (1ST March 2019 to 29th February 2020)** in conformity with the said tender documents for the sum of..... total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2019
[signature] [In the capacity of]

duly authorized to sign tender for and on behalf
of _____

PRICE SCHEDULE

NAME OF TENDER: PROVISION OF GROUP PERSONAL ACCIDENT, GROUP LIFE AND LAST EXPENSE INSURANCE AND WORK INJURY BENEFITS ACT COVERS BY UNDERWRITERS FOR ONE YEAR.

TENDER NUMBER: KCAA/051/2018-2019

NAME OF TENDERER: -----

PRICE SCHEDULE BREAKDOWN

No.	Particulars of Insurance	Value to be insured in Kshs. Or USD	Year 1 Annual Premium Kshs.
	COMBINED SOLUTION COMPRISING THE FOLLOWING COVERS (a to c)		
(a)	Group Personal Accident (Staff and Board of Directors) Insurance	7,021,661,340.00	
(b)	Group Life and Last Expense Insurance	7,021,661,340.00	
(c)	Work Injury Benefits Act (WIBA)	1,404,332,268.00	
TOTAL ANNUAL PREMIUM FOR TO BE TRANSFERRED TO FORM OG TENDER			KSHS. -----

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All premiums to be inclusive of all applicable taxes.*
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.*
- iii. Contract period is for one year from date of award and contract signing.*

Name of tenderer’s representative authorized to sign:

_____ _____

Name

Signature & date

Official Rubber stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No,Street/Road.....
 Postal addressTel No.Fax Email.....
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of your bankers.....
 Branch.....
 If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows																									
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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3.																						
4.																						
	Part 2 (c) – Registered Company																									
	Private or Public:																									
	State the nominal and issued capital of company																									
	Nominal Kshs..																									
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	Given details of all directors as follows																									
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	Date.....Signature of Candidate.....																									

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the Bidder> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of KCAA*] (hereinafter called <KCAA> in the sum of [*state the amount*] for which payment well and truly to be made to the said KCAA, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

KCAA FORM 1 – PROFESSIONAL QUALIFICATIONS

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

Signature _____

Chief Executive Officer/Principal Office

Date

KCAA FORM 2 – Requirements for Proposed Underwriters

We (Name of insurer)having received a request for quotations for Kenya Civil Aviation Authority insurance tender, from M/S.....(Name of Insurance Broker), hereby confirm our commitment to deliver the documents listed below as per the tender requirements:-

- (i) Copy of certificate of incorporation.
- (ii) Copy of current certificate of registration as an insurer.
- (iii) Audited financial statements for the last three years.
- (v) Original quotations submitted to the insurance broker.

This Form shall be submitted in a plain sealed envelope marked “**(PROVISION OF GROUP PERSONAL ACCIDENT, GROUP LIFE AND LAST EXPENSE INSURANCE AND WORK INJURY BENEFITS ACT COVERS BY UNDERWRITERS FOR ONE YEAR KCAA/051/2018-2019)**” **INSURERS’ REQUIREMENTS’ KCAA 2”** and delivered/posted to the following address:-

**Director General
Kenya Civil Aviation Authority
P. O. Box 30163 - 00100
NAIROBI**

OR

Placed in Tender Box at KCAA offices, located at ground floor, Kenya Civil Aviation Authority, Aviation House, Jomo Kenyatta International Airport, Nairobi, so as to be received on or before **Wednesday 13th February, 2019.**

Signature _____

Authorised Signatory

Date

Official Stamp



KCAA FORM 3 - CLIENT REFERENCE FORM FOR INSURANCE BROKERS

This is to confirm that Ms.....has provided us with insurance brokerage services for the period with a total premium of Kshs..... p.a.

PERFORMANCE EVALUATION

Rate the insurance broker by ticking the appropriate box

No.	How do you rate the performance of this brokerage firm on	Excellent	Good	Average	Poor
1	Claims and Responsiveness				
2	General Customer Service				

DECLARATION

We confirm that the above insurance broker has handled our insurance covers as described above and we have no reservations in recommending them for your engagement.

Name of Authorized Signatory

Designation

Signature

Date

Telephone Contact

Official Stamp

KCAA FORM 4. CLIENT REFERENCE FORM FOR INSURANCE UNDERWRITERS

This is to confirm that Ms.....has provided us with insurance services for the period with a total premium of Kshs..... p.a.

PERFORMANCE EVALUATION

Rate the underwriter by ticking the appropriate box

No.	How do you rate the performance of this underwriter on	Excellent	Good	Average	Poor
1	Claims and Responsiveness				
2	General Customer Service				
3	Underwriting Responsiveness				

DECLARATION

We confirm that the above underwriter has handled our insurance covers as described above and we have no reservations in recommending them for your engagement.

Name of Authorized Signatory

Designation

Signature

Date

Telephone Contact

Official Stamp

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15
LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND
ASSET DISPOSAL ACT, 2015

I, holder of Identity card no.....and care of P. O. Box and being a resident of in the Republic of Kenya do hereby make oath and state as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Kenya Civil Aviation Authority and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.
6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.

7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.

8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 20... }

}

}

DEPONENT

Before me }

}

Commissioner for Oaths }