



**KENYA CIVIL AVIATION AUTHORITY
P.O BOX 30163-00100
NAIROBI**

Email:- procurement@kcaa.or.ke

TENDER NO. KCAA/048/2021-2022

**TENDER FOR
PROVISION OF VARIOUS INSURANCE
COVERS BY UNDERWRITERS AND
BROKERS FOR TWO (2) YEARS**

DATE OF NOTICE: TUESDAY, 18/01/2022

CLOSING DATE: 2ND FEBRUARY, 2022 AT 11:00 AM

BIDDERS TO NOTE:-

- i. All interested bidders must note that KCAA communicates only in writing.
- ii. Bidders should quote total price for two (2) years for each cover.
- iii. Request for clarification shall be sent to the email procurement@kcaa.or.ke on or before 26th January 2022 at 5:00pm.

INVITATION TO TENDER (ITT)
KENYA CIVIL AVIATION AUTHORITY

CONTRACT NAME AND DESCRIPTION: PROVISION OF VARIOUS INSURANCE COVERS BY UNDERWRITERS AND BROKERS FOR TWO (2) YEARS

1. The Kenya Civil Aviation Authority invites sealed tenders for the **Provision of Various Insurance Covers by Underwriters and Brokers for Two (2) Years**.
2. Tendering will be conducted under national open competitive method using a standardized tender document and is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0900 to 1500 hours** at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fee of **Kshs.1,000.00** in cash or banker's cheque payable to Kenya Civil Aviation Authority. Tenderers may also view and download the bidding document electronically from KCAA website: www.kcaa.or.ke or Public Procurement Information Portal, www.tenders.go.ke at no cost and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums procurement@kcaa.or.ke. **KCAA will respond to the request for clarifications and send to all the interested bidders who have notified the Authority of their interest in the tender as required.**
5. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 91 days from the date of opening of tenders.
6. All Tenders must be accompanied by a Tender-Security of **Kshs 400,000.00** for both brokers and underwriters covers respectively.
7. The Tenderer shall **chronologically and sequentially serialize** all pages of the tender documents submitted **in the format 1,2,3,4- from the cover page to the last page including all attachments**.
8. Completed tenders must be delivered to the address below on or before **2nd February 2022 at 1100 hours**. Electronic Tenders will not be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:
 - A. Address for obtaining further information and for purchasing tender documents
Kenya Civil Aviation Authority
Procurement Office, Ground floor, Aviation House, Jomo Kenyatta International Airport,
P.O. Box 30163-00100 Nairobi
Email: procurement@kcaa.or.ke
Tel:- 020827470-5, +254 709725000

B. Address for Submission of Tenders.

Director General

Kenya Civil Aviation Authority

Ground Floor, Aviation House, Jomo Kenyatta International Airport:

P.O. Box 30163-00100

NAIROBI

C. Address for Opening of Tenders.

Kenya Civil Aviation Authority

Auditorium, Ground floor, Aviation House, Jomo Kenyatta International Airport

Invitation issued by:- Mr. William Kitum

Designation: - Manager Procurement (For-Director General)

Date:- 18th January 2022.

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 **TDS**.

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 TDS**, 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 TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity 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 Procuring Entity 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 civils 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 Procuring Entity shall indicate in the **TDS** 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 Procuring Entity 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 **TDS**.

- 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 Procuring Entity 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 Procuring Entity 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 **TDS** 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 Procuring Entity 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 Procuring Entity 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.
- 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
- 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
- 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 (TDS)
- 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 Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity 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 Procuring Entity 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 Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity 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 **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity 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 Procuring Entity shall specify in the **TDS** 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 Procuring Entity not later than the period specified in the **TDS** 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 Procuring Entity 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 **TDS**. 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 Procuring Entity 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 Procuring Entity in writing at the Procuring Entity's address specified in the **TDS**. The Procuring Entity 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 **TDS**. The Procuring Entity 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 TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity 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 Procuring Entity 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 Procuring Entity in accordance with ITT 6.3. The Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 TDS**.

- 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 TDS**, 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 payable 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 **TDS**, 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 **TDS**.

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 providers qualifies for a margin of preference. Further the information will enable the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity (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 Procuring Entity 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 undertaken as stated **in the TDS**, 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 TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity 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 a corresponding 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 TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 **TDS**, 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 **TDS** 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 ITT 14, 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 Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with **TDS** 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 Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance

with **TDS 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 Procuring Entity 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 Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity 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 Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity 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 withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity 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 Procuring Entity 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 **TDS** 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 TDS**.

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 Procuring Entity 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 Procuring Entity attending Tender opening in the manner specified in the **TDS**.

26.7 The Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity 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 Procuring Entity 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 Tenders 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 Procuring Entity 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 Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

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 **TDS**.

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 procuring entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity 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 Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of

contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity 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 **TDS** 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 **TDS**, 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 Procuring Entity 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 **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity 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 Procuring Entity 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 **TDS**.

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 TENDERS
	A. General
ITT 1.1	The reference number of the Contract is KCAA/048/2021-2022 The Procuring Entity is: KENYA CIVIL AVIATION AUTHORITY The name of the ITT is: PROVISION OF VARIOUS INSURANCE COVERS BY UNDERWRITERS AND BROKERS FOR TWO YEARS
ITT 2.1(a)	Electronic –Procurement System IS NOT APPLICABLE
ITT 2.2	The Intended date commencing providing the Insurance Services is 1ST MARCH 2022 The insurance duration for each item will be TWO YEARS. HOWEVER, THE SECOND YEAR WILL BE SUBJECT TO SATISFACTORY PERFORMANCE IN THE FIRST YEAR. BIDDERS MUST THEREFORE QUOTE FOR TWO YEARS PRICE PAYABLE FOR EACH YEAR.
ITT 3.3	The Information made available on competing firms is as follows: NOT APPLICABLE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: ONE.
	B. Contents of Tender Document
ITT 7.1	The Tenderer will submit any request for clarifications in writing at the address P.O, Box 30163-00100 Nairobi, and Email: procurement@kcaa.or.ke to reach the Procuring Entity not later than 26TH JANUARY 2022. The procuring Entity will publish its response at the website, www.kcaa.or.ke
ITT 7.2	A pre-arranged Pre-Tender meeting shall take place at the following date, time and place: Date: N/A Time: N/A Place: N/A
ITT 7.3	The tenderer will submit any questions in writing, to reach Procuring Entity not later than 26TH JANUARY 2022 AT 05:00PM.
ITT 7.5	The Procuring Entity website where Minutes of the pre-tender meeting and pre-arranged pretender will be published is www.kcaa.or.ke
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: TENDERERS SHALL BE REQUIRED TO SUBMIT THE DOCUMENTS AS LISTED IN THE EVALUATION CRITERIA.
ITT 14.1	Alternative Tenders SHALL NOT be considered
ITT 15.5	The prices quoted by the tenderer SHALL NOT be subject to adjustment during the performance of the contract.
ITT 16.1	The currency of the tender and the currency of payments shall be in KENYA SHILLINGS.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 18.3	Prequalification HAS NOT been undertaken.
ITT 19.1	The tender validity period shall be 91 DAYS FROM THE DATE OF TENDER SUBMISSION.
ITT 20.1	A tender security SHALL BE required. The amount security is KENYA SHILLINGS 400,000.00.
ITT 21.1	In addition to the original tender, the number of copies is: ONE
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: ___WRITTEN POWER OF ATTORNEY SIGNED BY COMMISSIONER OF OATHS
ITT 23.1	The deadline for tender submission is : 2ND FEBRUARY 2022 Tenders SHALL NOT have the option of submitting their tenders electronically.
ITT 26.1	The Tender opening shall take place at: KENYA CIVIL AVIATION AUTHORITY AUDITORIUM, GROUND FLOOR, AVIATION HOUSE, JOMO KENYATTA INTERNATIONAL AIRPORT
ITT 26.6	The form of tender and priced schedule of requirements shall be initialed by: AS AGREED BY THE APPOINTED TENDER OPENING COMMITTEE representatives.
	E. Evaluation, and Comparison of Tenders
ITT 33.2	The currency shall be KENYA SHILLINGS and the source of exchange shall be CENTRAL BANK OF KENYA.
ITT 34.2	Margin of preference shall NOT BE ALLOWED
	AWARD OF CONTRACT
ITT 44.1	The negotiations will be held at KENYA CIVIL AVIATION AUTHORITY, AVIATION HOUSE, JOMO KENYATTA INTERNATIONAL AIRPORT
ITT 49.1	<p>The procedures 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 info@ppra.go.ke or complaints@ppra.go.ke. The address to be used for purpose of debriefing is:</p> <p>For the attention: DIRECTOR GENERAL</p> <p>Title/position: DIRECTOR GENERAL</p> <p>Procuring Entity: KENYA CIVIL AVIATION AUTHORITY</p> <p>Email address: procurement@kcaa.or.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>the Procuring Entity's decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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.

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.

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 irresponsible and will not be considered further.

(a) PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS FOR BROKERS UNDER CATEGORY 1

NO.	PRELIMINARY EVALUATION CRITERIA BY THE TENDERER
1.	Ineligibility - Bidders and their associated firms who have existing ongoing contracts with KCAA which have unpaid or delayed insurance claims without proper justification or who according to KCAA records, have failed in performance of previous contracts or have had their previous contracts terminated for non-performance are not eligible to participate.
2.	The tender is signed by the person holding a valid power of attorney, without material deviation, reservation or omission. Attach a copy of Power of Attorney signed by the donor and duly witnessed by an advocate or counsel.
3.	Tenderer's eligibility – duly filled and signed confidential business questionnaire
4.	Chronologically and sequentially serialize all pages of the tender documents submitted in the format 1,2,3,4-from the cover page to the last page including all attachments
5.	Tenderer is a legally registered entity. Attach copy of registration certificate
6.	Attach copy of CR12 Certificate from Business Registration Services valid within the last 6 months from the date of tender opening
7.	Duly filled and signed Form of Tender indicating the price for two years. (each year's price MUST be indicated)
8.	Tender is valid for 91 days
9.	Attach copy of Valid Tax compliance certificate
10.	Duly filled Certificate of Independent Tender Determination
11.	The bidder shall provide two hard copies marked Original and Copy.
12.	Provide a tender security of Kshs 400,000.00.
13.	Tenderer is not debarred by PPRA or any other Authority. Submit a duly filled and signed Form SD1
14.	Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. Submit a duly filled and signed Form SD2
15.	Duly filled schedule of price form indicating the price for two years. (Each year's price MUST be indicated)
16.	Duly filled tender information form
17.	Duly filled qualification information form
18.	Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics
19.	Must submit the original quotation from the respective underwriters.
20.	Must be a member of Association of Insurance Brokers of Kenya (AIBK). Attach copy of certificate.
21.	Must be registered by the Insurance Regulatory Authority (IRA) as broker or underwriter in the respective category of insurance. Attach valid copy of perpetual certificate.
22.	Submit a statement in the bidders letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up
23.	Copy of certificate of Registration as broker for the current period (2022)
24.	Must have experience of at least five (5) years for the respective insurance cover.
25.	Must have handled at least five (5) corporate clients with a contract value of at least Kshs. 20 million each. Attach copies of the contracts and corresponding recommendation letters indicating total premium, period of cover and contact person. Ensure client's reference attached below is duly filled and signed. At least 3 of the clients listed above should be public entities save for aviation liability.
26.	Professional Indemnity Policy Schedule for the current period. The indemnity limit must be Kshs. 200 Million or more.
27.	Confirm in writing that the proposal has an 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.
28.	Must not be under administration or facing liquidation proceedings. (attach proof/evidence statement)
29.	Must have paid up capital of at least Kshs. 400 Million (Provide evidence).
30.	Must be Re-Insured with a reputable reinsurance firm (attach evidence and cover slips by the re-insurer.)
31.	Must provide proof of having done an average annual gross written premium on insurance line of business of Kshs. 400 million in the last three years (Reference will be Proof from the current IRA report for insurance line of business as evidence or duly audited accounts).
32.	The bidders shall submit the latest three years 2018, 2019 and 2020 audited financial statements.
33.	Must be registered by the Insurance Regulatory Authority (IRA) as broker or underwriter in the respective category of insurance. Attach valid copy of perpetual certificate.
34.	Must be a member of Association of Kenya Insurers (AKI). Attach valid copy of certificate.
35.	Must provide evidence of having handled similar risks for Aviation Liability with a minimum premium of Kshs 18 million. Note; this is applicable for aviation liability bidders only.

(b) PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS FOR UNDERWRITERS SUBMITTED BYBROKERS UNDER CATEGORY 1

NO.	PRELIMINARY EVALUATION CRITERIA BY THE TENDERER
1.	Ineligibility - Bidders and their associated firms who have existing ongoing contracts with KCAA which have unpaid or delayed insurance claims without proper justification or who according to KCAA records, have failed in performance of previous contracts or have had their previous contracts terminated for non-performance are not eligible to participate.
2.	The tender is signed by the person holding a valid power of attorney, without material deviation, reservation or omission. Attach a copy of Power of Attorney signed by the donor and duly witnessed by an advocate or counsel.
3.	Tenderer's eligibility – duly filled and signed confidential business questionnaire
4.	Chronologically and sequentially serialize all pages of the tender documents submitted in the format 1,2,3,4-from the cover page to the last page including all attachments
5.	Tenderer is a legally registered entity. Attach copy of registration certificate
6.	Attach copy of CR12 Certificate from Business Registration Services valid within the last 6 months from the date of tender opening
7.	Tender is valid for 91 days
8.	Attach copy of Valid Tax compliance certificate
9.	Duly filled Certificate of Independent Tender Determination
10.	The bidder shall provide two hard copies marked Original and Copy.
11.	Tenderer is not debarred by PPRA or any other Authority. Submit a duly filled and signed Form SD1
12.	Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. Submit a duly filled and signed Form SD2
13.	Duly filled tender information form
14.	Duly filled qualification information form
15.	Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics
16.	Must be registered by the Insurance Regulatory Authority (IRA) as an underwriter in the respective category of insurance. Attach valid copy of perpetual certificate.
17.	Must have experience of at least five (5) years for the respective insurance cover.
18.	Confirm in writing that the proposal has an 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.
19.	Must have paid up capital of at least Kshs. 400 Million (Provide evidence).
20.	Must be Re-Insured with a reputable reinsurance firm (attach evidence)
21.	Must provide proof of having done an average annual gross written premium on insurance line of business of Kshs. 2 billion in the last three years (Reference will be Proof from the current IRA report for insurance line of business as evidence or duly audited accounts).
22.	The bidders shall submit the latest three years 2018, 2019 and 2020 audited financial statements.
23.	Must be a member of Association of Kenya Insurers (AKI). Attach valid copy of certificate.

(c) PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS FOR UNDERWRITERS UNDER CATEGORY 2

NO.	PRELIMINARY EVALUATION CRITERIA BY THE TENDERER
1.	Ineligibility - Bidders and their associated firms who have existing ongoing contracts with KCAA which have unpaid or delayed insurance claims without proper justification or who according to KCAA records, have failed in performance of previous contracts or have had their previous contracts terminated for non-performance are not eligible to participate.
2.	The tender is signed by the person holding a valid power of attorney, without material deviation, reservation or omission. Attach a copy of Power of Attorney signed by the donor and duly witnessed by an advocate or counsel.
3.	Tenderer's eligibility – duly filled and signed confidential business questionnaire
4.	Chronologically and sequentially serialize all pages of the tender documents submitted in the format 1,2,3,4-from the cover page to the last page including all attachments
5.	Tenderer is a legally registered entity. Attach copy of registration certificate
6.	Attach copy of CR12 Certificate from Business Registration Services valid within the last 6 months from the date of tender opening
7.	Duly filled and signed Form of Tender indicating the price for two years. (each year's price MUST be indicated)
8.	Tender is valid for 91 days
9.	Attach copy of Valid Tax compliance certificate
10.	Duly filled Certificate of Independent Tender Determination
11.	The bidder shall provide two hard copies marked Original and Copy.
12.	Provide a tender security of Kshs 400,000.00.
13.	Tenderer is not debarred by PPRA or any other Authority. Submit a duly filled and signed Form SD1
14.	Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. Submit a duly filled and signed Form SD2
15.	Duly filled schedule of price form indicating the price for two years. (each year's price MUST be indicated)
16.	Duly filled tender information form
17.	Duly filled qualification information form
18.	Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics
19.	Must be registered by the Insurance Regulatory Authority (IRA) as an underwriter in the respective category of insurance. Attach valid copy of perpetual certificate.
20.	Submit a statement in the bidders letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up
21.	Must have experience of at least five (5) years for the respective insurance cover.
22.	Must provide copy of directors liability Policy schedule for the current period.
23.	Must have handled at least five (5) corporate clients with a contract value of at least Kshs. 70 million each. Attach copies of the contracts and corresponding recommendation letters indicating total premium, period of cover and contact person. Ensure client's reference attached below is duly filled and signed. At least 3 of the clients listed above should be public entities save for aviation liability.
24.	Confirm in writing that the proposal has an 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.
25.	Must not be under administration or facing liquidation proceedings. (attach proof/evidence statement)
26.	Must be Re-Insured with a reputable reinsurance firm (attach evidence and copies of cover slips)
27.	Must provide proof of having done an average annual gross written premium on insurance line of business of Kshs. 1 billion excluding pensions and annuities in the last three years (Reference will be Proof from the current IRA report for insurance line of business as evidence or duly audited accounts). Note: this is applicable for group life and group personal accident bidders only.
28.	Must provided proof of having paid claims of Kshs. 300 million in the last two years (Reference will be proof of current IRA report of duly audited accounts. This is applicable for group life and group personal accident bidders only.
29.	The bidders shall submit the latest three years 2018, 2019 and 2020 audited financial statements.
30.	Must be registered by the Insurance Regulatory Authority (IRA) as broker or underwriter in the respective category of insurance. Attach valid copy of perpetual certificate.
31.	Must be a member of Association of Kenya Insurers (AKI). Attach valid copy of certificate.
32.	Must provide details of the previous claims settlement turnaround time. Any variance from the requirements in this tender document will render the bid non responsive.

Format for previous claims settlement

No	Nature of claim	Amount claimed	Date launched	Date of settlement	Amount paid
1					
2					
3					
4					

NOTE: Bidders **MUST** indicate clearly on the cover envelope under which Lot they are submitting the tenders. **i.e category 1 for Brokers or category 2 for Underwriters.**

(d) Technical evaluation criteria will be as follows:

Bidders who will be responsive under the preliminary/ mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in table 2 below. ***Bidders will be required to score at least 80% to qualify for further evaluation under the Commercial/Financial Evaluation Criteria.***

Technical Evaluation criteria for brokers under category 1

CRITERIA	METHOD OF EVALUATION		MAXIMUM POINTS
Broker's Experience: 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 3 from at least five (5) corporate clients. The insurance portfolio handled for each of the clients must be more than Twenty million shillings (Kshs. 20,000,000.00). Firm's total business volume handled in the previous year will be evaluated and scored relatively ranked against other brokers / bidders. (source: firm's company profile) 		15
Claims processing ability	<ul style="list-style-type: none"> Volumes of fully processed claims in previous year. Claims processing methodology. Broker's internal preparedness for claims handling. <p>It will be ranked and scored relative to other bidders. (source: Firms provided & write-ups).</p>		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	Principal Officer (Attach CV)	ACII/AIIC – 3 points Relevant degree/Postgraduate degree – 2 points Relevant experience – 1 point for every year's experience after qualification, max. 5	40
	Maximum Score = 10		

CRITERIA	METHOD OF EVALUATION		MAXIMUM POINTS
	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	
Terms and conditions in provision of the service	State clearly any exclusions		5
Panel of proposed underwriters and scope of cover	<ul style="list-style-type: none">Panel of proposed underwriters who meet the eligibility requirements specified based on the original copy of FORM KCAA 2 in respect of each proposed underwriter submitted.Broker's proposed underwriters strict adherence to laid down insurance particulars and detailed insurance scope will be evaluated and ranked against other insurer's proposed by other bidders (source: detailed original quotations attached)		10
Statutory paid up Capital	Sate Statutory paid up Capital and Value of paid up Capital		5
Value of Risk covered by Insurers	Sate Value of Risk covered by Insurers		10
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 AssetsCurrent Assets : Current LiabilitiesWorking Capital		15
	Profit Trend for past three years: <ul style="list-style-type: none">202020192018		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">202020192018		15
Miscellaneous information:	Provide any other additional information relevant to the provision of the Insurance Services.		5
MAXIMUM POINTS/MARKS			150

Evaluation criteria for underwriters under category 2

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 Two hundred million shillings (Kshs. 200,000,000.00).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/AIIC – 3 points	40
		Relevant degree/Postgraduate degree – 2 points	
		Relevant experience – 1 point for every year’s experience after qualification, max. 5	
	Professional qualifications and experience of three other technical personnel (Attach CVs for each) Maximum Score for each =10 and for all three = 30	ACII/AIIC – 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 AssetsCurrent Assets : Current LiabilitiesWorking Capital		15
	Profit Trend for past three years: <ul style="list-style-type: none">202020192018		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">202020192018		15
Miscellaneous information:	Provide any other additional information relevant to the provision of the Insurance Services.		5
MAXIMUM POINTS/MARKS			150

Financial/Commercial Evaluation

The winning bidder will be the lowest evaluated bidder in each policy/cover among those who will have passed the preliminary 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 tender will be awarded as one contract.

(e) Due – diligence/Post-qualification

The Authority may conduct a due diligence on the lowest evaluated bidder to verify information provided. If a bidder fails under due – diligence the bidder will not be considered further and the next lowest evaluated bidder will be considered for further evaluation.

3. 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.

4. Alternative Tenders (ITT14.1)

AN ALTERNATIVE WILL NOT BE EVALUATED

5. MARGIN OF PREFERENCE – NOT APPLICABLE

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

6. 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, un encumbered 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

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' 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: _____ [insert date (as day, month and

year) of Tender submission] **ITT No.:** _____ [insert number of ITT process]

To: _____ [insert complete name of Procuring Entity]

- 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 Procuring Entity 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 TENDRED ITEMS AND PRICES FOR CATEGORY 1 INSURANCE BROKERAGE SERVICES

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum (5 – 6)
1.	Motor Vehicle Insurance Policy	As per the TOR	Year 1			
			Year 2			
2.	Burglary Insurance	As per the TOR	Year 1			
			Year 2			
3.	Public Liability	As per the TOR	Year 1			
			Year 2			
4.	All Risks / Fire and Perils for various Air Navigation Equipment, Head Office Building, East African School of Aviation Buildings, Staff Houses and furniture in various sites within the Republic of Kenya.	As per the TOR	Year 1			
			Year 2			
5.	ICT computers and accessories	As per the TOR	Year 1			
			Year 2			
6.	Money Insurance	As per the TOR	Year 1			
			Year 2			
7.	Fidelity Guarantee	As per the TOR	Year 1			
			Year 2			
8.	Aviation Liability	As per the TOR	Year 1			
			Year 2			
Total Tender Price for Insurance Services for two years inclusive of all applicable taxes						

SCHEDULE OF TENDRED ITEMS AND PRICES FOR CATEGORY 2 FOR UNDERWRITERS INSURANCE

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum (5 – 6)
1.	Group Personal Accident (Staff and Board of Directors) Insurance	As per the TOR	Year 1			
			Year 2			
2.	Group Life and Last Expense Insurance	As per the TOR	Year 1			
			Year 2			
3.	Work Injury Benefits Act (WIBA)	As per the TOR	Year 1			
			Year 2			
Total Tender Price for Insurance Services for two years inclusive of all applicable taxes						

- e) **Discounts:** The discounts offered and the methodology for their application are:
- The discounts offered are: *[Specify in detail each discount offered.]*
 - 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 TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 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) 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: **:.....
[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the
Tender] Signature of the person named above :..... [insert signature of person whose name
and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month],
[insertyear].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

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	
2	Reference Number of the Tender	
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 _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
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).....

i) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
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.

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
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		
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 Procuring Entity 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - 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]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to 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.**
..... for (*Insert tender title/description*) for (*Insert
name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and /or employees and /or agents of..... (*Insert name of the
Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any
inducement to any member of the Board, Management, Staff and /or employees and /or agents
of..... (*Name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other
bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder 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

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 procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - 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 procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ 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 inspect² 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.

¹ 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.

²Inspections 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 Procuring Entity 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 FOR CATEGORY 1 INSURANCE BROKERAGE SERVICES

*[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4] and the Tenderer shall complete columns 5-7 as his /her Tender]. **BIDDERS SHOULD ATTACH ADDITIONAL COPIES OF THIS FORM TO COVER ALL THE ITEMS TENDERED FOR***

1	2	3		4	5	6	7
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 5-6)
7.	Motor Vehicle Insurance Policy	As per the TOR	N/A	Year 1			
				Year 2			
8.	Burglary Insurance	As per the TOR	N/A	Year 1			
				Year 2			
9.	Public Liability	As per the TOR	N/A	Year 1			
				Year 2			
10.	All Risks / Fire and Perils for various Air Navigation Equipment, Head Office Building, East African School of Aviation Buildings, Staff Houses and furniture in various sites within the Republic of Kenya.	As per the TOR	N/A	Year 1			
				Year 2			
11.	ICT computers and accessories	As per the TOR	N/A	Year 1			
				Year 2			
12.	Money Insurance	As per the TOR	N/A	Year 1			
				Year 2			
7.	Fidelity Guarantee	As per the TOR	N/A	Year 1			
				Year 2			
8.	Aviation Liability	As per the TOR	N/A	Year 1			
				Year 2			
	Total Tender Price for Insurance Service to be transferred to the form of tender inclusive of all applicable taxes						

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

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

Date..... *[insert date]*

SCHEDULE OF PRICES FORM FOR CATEGORY 2 FOR UNDERWRITERS INSURANCE

[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5-7 as his /her Tender]. BIDDERS SHOULD ATTACH ADDITIONAL COPIES OF THIS FORM TO COVER ALL THE ITEMS TENDERED FOR

TENDERED FOR

1	2	3		4	5	6	7
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 5-6)
4.	Group Personal Accident (Staff and Board of Directors) Insurance	As per the TOR	N/A	Year 1			
				Year 2			
5.	Group Life and Last Expense Insurance	As per the TOR	N/A	Year 1			
				Year 2			
6.	Work Injury Benefits Act (WIBA)	As per the TOR	N/A	Year 1			
				Year 2			
	Total Tender Price for Insurance Service to be transferred to the form of tender inclusive of all applicable taxes						

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">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
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 TDS:[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 Procuring Entity 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 or 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 Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... 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 of20.....

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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Tenders 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 FOR PROVISION OF VARIOUS INSURANCE COVERS BY UNDERWRITERS AND BROKERS FOR TWO YEARS

LOT 1 (INSURANCE BROKERS)

1. INSURANCE COVERS THROUGH INSURANCE BROKERS

No.	Particulars of Insurance	Expiry Date	User	Risks covered
1	Motor Vehicle Insurance Policy	28 th February 2022	MHR & A	Comprehensive
2	Burglary Insurance	28 th February 2022	MHR & A	Loss & Damage
3	Public Liability	28 th February 2022	MHR & A	All Risks
4	All Risks / Fire and Perils for various Air Navigation Equipment, Head Office Building, East African School of Aviation Buildings, Staff Houses and furniture in various sites within the Republic of Kenya.	28 th February 2022	MES / DEASA & MHR & A	All Risks
5	ICT computers and accessories	28 th February 2022	MICT	All Risks
6	Money Insurance	28 th February 2022	MF	All Risks
7	Fidelity Guarantee	28 th February 2022	MF	Loss
8	Aviation Liability	28 th February 2022	MATS	Professional negligence

2. REQUIREMENTS TO BE MET BY BOTH THE UNDERWRITERS AND THE BROKERS FOR LOT 1.

1. The Broker must propose underwriters who **must have done annual gross premiums of more than Kshs. 500,000,000.00 (Five hundred million shillings) excluding motor insurance business in the past one year.**
2. The proposed underwriters must submit their original quotes separately in support of the brokers as per requirements in the tender document. ***(Lack of such support will render the quotes submitted by the broker non responsive).***
3. The quotes from the underwriters must be in a sealed envelope clearly marked **"underwriters quote for lot 1"**.
4. The quotes submitted by the underwriter 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.
5. The proposed underwriters whose **original quotations** are presented by the brokers must submit documents as indicated in **FORM KCAA 2 (attached in the tender document).**

3. REQUIREMENTS TO BE MET BY THE UNDERWRITERS FOR LOT 1

1. Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license should be submitted.
2. Must have been in business for at least five (5) years.
3. MUST have the capacity to underwrite a minimum lead of 50% of the respective policy as awarded for assets based policies.
4. Must not be under statutory administration or facing liquidation proceedings.
5. Must be Re-Insured with a reputable reinsurance firm.
6. Must have a Professional Indemnity Insurance Cover of at least Kshs. **200 Million** and a copy should be submitted.
7. Must be a current member of the Association of Kenya Insurers (AKI).
8. Must submit Reinsurance treaties cover note/slip for 2022.
9. Submit Current credit rating by an accredited rating firm.
10. Must submit copies of the following documents;
 - PIN Certificate
 - Tax Compliance Certificate
 - Certificate of Registration/Incorporation
 - An affidavit sworn by the Managing Director/CEO indicating litigation history of the firm (for any contentions and arbitration proceedings with clients).

4. REQUIREMENTS TO BE MET BY INSURANCE BROKERS FOR LOT 1

1. Must be registered with the Insurance Regulatory Authority (IRA) for current year and a copy of the current license be submitted.
2. Ensure that the recommended Underwriter has the capacity to underwrite a minimum lead of 50% of the respective policy as awarded for assets based policies.
3. Must be a member of the Association of Kenya Insurers (AKI).
4. Submit current credit rating by an accredited rating firm.
5. Should have been in business for at least five (5) years.
6. Must have a Professional Indemnity Insurance Cover of at least Kshs. **200 Million** and a copy should be submitted.
7. Must submit a list of five (5) reputable clients with the premium of at least Kshs. 20,000,000.00 each for the last two (2) years.
8. At least 3 of the clients listed above should be public entities save for aviation liability.

9. Submit reference letters from the five (5) clients listed above indicating total premium, period of cover and contact person. Ensure client's reference for attached below is duly filled and signed
10. Must submit copies of the audited accounts for the last three years.
11. Must submit copies of the following documents;
 - PIN Certificate
 - Tax Compliance Certificate
 - Certificate of Registration/Incorporation
 - Current membership certificate from AIBK
 - An affidavit sworn by the Managing Director/CEO indicating litigation history of the firm (for any contentions and arbitration proceedings with clients).
12. Must submit quotes from the underwriter(s) who meet the conditions specified above. Obtain **original quotes** and forward them together with the bid documents.
13. Must give details of the **previous claims settlement turnaround time. Any variance from the requirements in this tender document will render the bid non responsive. (Please refer to requirement 14 below).**
14. 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.

No	Nature of claim	Amount claimed	Date launched	Date settlement	Amount paid
1					
2					
3					
4					
5					
6					
7					

5. RESPONSIBILITIES OF THE BROKER FOR LOT 1

The broker should be responsible for: -

1. Structuring and obtaining optimum policy covers from the Underwriters as per the requirements in the tender document.
2. Ensure that all covers have **excess cover protector** in case of compensation claim.
3. Indicate the **preferred underwriter for each cover and give reasons.**
4. Negotiate with the selected Underwriter any other pertinent aspects of the policy that may arise during the term of the policy.

5. Analyze, review, and scrutinize the policy documents and endorsements there-in and **submit a summary report of the terms and conditions to KCAA.**
6. Remitting to the underwriter all premiums paid by KCAA within seven (7) days.
7. Ensure motor vehicle insurance certificates are received in KCAA offices within two (2) days upon payment of premium.
8. Ensure proper claims administration by fully coordinating prudent requirements between KCAA and the selected Underwriter.
9. Ensure all fully documented Motor claims are settled within one (1) month after filing.
10. Ensure all fully documented Public Liability Claims are settled within one (1) month after notification.
11. Ensure all fully documented Property claims are settled within one (1) month after notification.
12. Prepare **monthly records of outstanding claims** lodged by KCAA which must be submitted to KCAA by 15th of the following month.
13. **Arrange quarterly meetings** with KCAA at no extra cost to review performance of the covers.
14. Collect and deliver mail and any other information from KCAA offices to the underwriter.
15. Ensure that policy documents are availed to KCAA within seven (7) days upon execution of the contract and payment of premiums.
16. **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

6. 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

LOT 2 (INSURANCE UNDERWRITERS)

7. INSURANCE COVERS DIRECTLY THROUGH INSURANCE UNDERWRITERS

No.	Particulars of Insurance	Expiry Date	User	Risks covered
1	Group Personal Accident (Staff and Board of Directors) Insurance	29 th February 2024	MHR & A	Accident
2	Group Life and Last Expense Insurance	29 th February 2024	MHR & A	Life
3	Work Injury Benefits Act (WIBA)	29 th February 2024	MHR & A	Injury

8. 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. **200 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 2022.

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. 30,000,000.00 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. 30 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).

9. RESPONSIBILITIES OF THE UNDERWRITER FOR LOT 2

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

10. 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

CATEGORIES OF INSURANCE COVERS REQUIRED

LOT 1

1. CLASS OF POLICY: - MOTOR VEHICLE INSURANCE POLICY

The following motor vehicles will be comprehensively covered. The cover **MUST have an excess protector.**

No.	Reg/No	Make	C.C.	Year	Body Type	STATION/LOCATION	VALUE TO BE INSURED
CENTRAL WORKSHOPS							IN KSHS.
1.	KCK 837U	Isuzu TFS	3.0 Diesel	2018	D/Cab	CWS MLOLONGO	4,200,000.00
2.	KCP 629K	Isuzu TFS 85	3.0 Diesel	2018	D/Cab	KCAA HQS JKIA	5,400,000.00
3.	KCP 007K	Mercedes Benz	11.9 Diesel	2017	Truck	KCAA HQS JKIA	19,598,496.00
EAST AFRICAN SCHOOL OF AVIATION							0
4.	KCK 597U	Isuzu Bus	8.2 Diesel	2017	Bus	EASA EMBAKASI	5,150,000.00
5.	KCH 817Q	KIA Sportage	2.0 Diesel	2016	SUV	EASA EMBAKASI	4,000,000.00
6.	KBL 581G	Admiral	2.7 Diesel	2009	Pick up	EASA EMBAKASI	450,000.00
7.	KCP 269K	Toyota Hiace	2.5 Diesel	2018	Microbus	EASA EMBAKASI	5,450,000.00
8.	KCP 630K	Isuzu TFS 85	3.0 Diesel	2018	D/Cab	KCAA HQS JKIA	5,400,000.00
9.	KCP 568K	KIA Serato	1.6 Petrol	2018	Saloon	KCAA HQS JKIA	3,550,000.00
ELDORET ANS STATION							0
10.	KCE 734D	Land Cruiser	4.2 Diesel	2015	D/Cab	ELDORET AIRPORT	7,751,050.00
11.	KCP 657K	Toyota Hilux	2.5 Diesel	2018	D/Cab	ELDORET AIRPORT	6,380,000.00
KCAA HEADQUARTERS							0
12.	KBR 659U	Cherry Tiggo	1.8 Petrol	2012	S/Wagon	KCAA HQS JKIA	1,150,000.00
13.	KCH 816Q	KIA Sorento	2.2 Diesel	2016	SUV	KCAA HQS JKIA	4,700,000.00
14.	KBW 062V	Toyota Prado	2.9 Diesel	2013	S/Wagon	KCAA HQS JKIA	4,400,000.00
15.	KCH 827Q	Toyota Hilux	2.5 Diesel	2016	D/Cab	KCAA HQS JKIA	4,250,000.00
16.	KBL 842G	Toyota Hilux	2.5 Diesel	2010	D/Cab	KCAA HQS JKIA	1,400,000.00
17.	KBR 657U	Cherry Tiggo	1.8 Petrol	2012	S/Wagon	KCAA HQS JKIA	1,100,000.00
18.	KBW 794V	Land Cruiser	4.2 Diesel	2013	S/Wagon	KCAA HQS JKIA	4,150,000.00
19.	KBW 185V	Ford Ranger	3.2 Diesel	2013	D/Cabin	KCAA HQS JKIA	2,800,000.00
20.	KCD 416G	Toyota Prado	2.5 Diesel	2015	PRADO	KCAA HQS JKIA	5,650,000.00
21.	KCD 344G	Ford Ranger	2.2 Diesel	2013	D/Cabin	KCAA HQS JKIA	2,700,000.00
22.	KCD 457G	Toyota Hilux	2.5 Diesel	2015	D/cab	KCAA HQS JKIA	2,900,000.00
23.	KCP 220K	KIA Sportage	2.0 Diesel	2018	SUV	KCAA HQS JKIA	4,700,000.00
24.	KCP 221K	KIA Sportage	2.0 Diesel	2018	SUV	KCAA HQS JKIA	4,700,000.00
25.	KCP 575K	Ford Ranger	3.2 Diesel	2018	D/Cabin	KCAA HQS JKIA	6,106,292.00
26.	KCP 577K	Ford Ranger	3.2 Diesel	2018	D/Cabin	KCAA HQS JKIA	6,106,292.00
27.	KCP 578K	Ford Ranger	3.2 Diesel	2018	D/Cabin	KCAA HQS JKIA	6,553,692.00
28.	KCP 581K	Ford Ranger	3.2 Diesel	2018	D/Cabin	KCAA HQS JKIA	6,553,692.00
29.	KCP 582K	Ford Ranger	3.2 Diesel	2018	D/Cabin	KCAA HQS JKIA	6,553,692.00
30.	KCP 628K	Isuzu TFS 85	3.0 Diesel	2018	D/Cab	KCAA HQS JKIA	5,400,000.00
31.	KCD 889G	Peugeot partner	1.6 Petrol	2011	S/Wagon	MALINDI AIRPORT	3,742,200.00

No.	Reg/No	Make	C.C.	Year	Body Type	STATION/LOCATION	VALUE TO BE INSURED
32.	KCP 816K	KIA Sportage	2.2 Diesel	2018	SUV	KCAA HQS JKIA	5,222,500.00
33.	KCP 824K	KIA Sportage	2.2 Diesel	2018	SUV	KCAA HQS JKIA	5,222,500.00
34.	KCP 818K	KIA Serato	1.6 Petrol	2018	Saloon	KCAA HQS JKIA	3,550,000.00
35.	KCP 566K	KIA Serato	1.6 Petrol	2018	Saloon	KCAA HQS JKIA	3,550,000.00
36.	KCP 567K	KIA Serato	1.6 Petrol	2018	Saloon	KCAA HQS JKIA	3,550,000.00
37.	KCT 871Y	Toyota Prado	3.0 Diesel	2020	SUV	KCAA HQS JKIA	13,965,000.00
38.	KBL 511G	Cherry Tiggo	1.8 Petrol	2009	S/Wagon	JKIA TOWER	400,000.00
39.	KBB 183S	Toyota Hiace	2.7 Petrol	2008	Micro/Bus	JKIA TOWER	750,000.00
40.	KBL 579G	Cherry Tiggo	1.7 Petrol	2009	S/Wagon	WILSON AIRPORT	400,000.00
MAIL OFFICE HEADQUARTERS							0
41.	KBZ 534D	Yamaha	200 Petrol	2014	Motor Bike	KCAA HQS JKIA	70,000.00
42.	KCK 237U	Yamaha	200 Petrol	2018	Motor Bike	KCAA HQS JKIA	500,000.00
JKIA ANS STATION							0
43.	KCH 826Q	Toyota Hilux	2.5 Diesel	2016	D/Cab	JKIA TOWER	4,500,000.00
44.	KCP 565K	KIA Serato	1.6 Petrol	2018	Saloon	KCAA HQS JKIA	3,550,000.00
45.	KCP 647K	Toyota Hiace	2.5 Diesel	2018	Microbus	KCAA HQS JKIA	7,082,000.00
KISUMU ANS STATION							0
46.	KCH 822Q	Toyota Hilux	2.5 Diesel	2016	D/Cab	KISUMU AIRPORT	3,199,701.00
47.	KCK 974U	Toyota Hiace	2.5 Diesel	2018	Microbus	KISUMU AIRPORT	3,300,000.00
48.	KCP 627K	Isuzu TFS 85	3.0 Diesel	2018	D/Cab	KCAA HQS JKIA	5,400,000.00
LOKICHOGGIO ANS STATION							0
49.	KCD 455G	Toyota Hilux	2.5 Diesel	2015	Pick/Up	LOKI	3,198,100.00
MALINDI ANS STATION							0
50.	KCK 834U	Isuzu TFS	3.0 Diesel	2018	D/Cab	MALINDI AIRPORT	4,200,000.00
51.	KCP 819K	KIA Serato	1.6 Petrol	2018	Saloon	KCAA HQS JKIA	3,550,000.00
MIA ANS STATION							0
52.	KCD 456G	Toyota Hilux	2.5 Diesel	2015	Pick/Up	MOMBASA AIRPORT	2,930,081.00
53.	KCH 823Q	Toyota Hilux	2.5 Diesel	2017	D/Cab	MOMBASA AIRPORT	3,546,942.00
54.	KCK 975U	Toyota Hiace	2.5 Diesel	2018	Microbus	MOMBASA AIRPORT	3,000,000.00
55.	KCE 616D	Toyota Corolla	1.8 Petrol	2015	Saloon	KCAA HQS JKIA	2,900,000.00
UKUNDA/DIANIO							0
56.	KCT 748Y	Toyota Corolla	1.8 Petrol	2020	Saloon	DIANI	4,299,569.00
POROR RADAR STATION							0
57.	KCD 804G	Land Cruiser	4.2 Diesel	2015	D/Cab	POROR RADAR STN	5,110,756.00
WAJIR ANS STATION							0
58.	KBZ 199D	Land Cruiser	4.2 Diesel	2014	Pick Up	WAJIR AIRPORT	555,385.00
59.	KCP 656K	Toyota Hilux	2.5 Diesel	2018	D/cab	KCAA HQS JKIA	6,380,000.00
WILSON ANS STATION							0
60.	KCD 888G	Peugeot partner	1.6 Petrol	2011	S/Wagon	WILSON AIRPORT	2,400,000.00

No.	Reg/No	Make	C.C.	Year	Body Type	STATION/LOCATION	VALUE TO BE INSURED
61.	KCK 836U	Isuzu TFS	3.0 Diesel	2018	D/Cab	WILSON AIRPORT	4,900,000.00
BEING PURCHASED							0
62.	TBA	Toyota Coaster	Diesel	2021	Van	EASA EMBAKASI	12,730,000.00
63.	TBA	Toyota Hiace	2.5 Diesel	2021	Microbus	ELDORET	5,840,000.00
64.		Toyota Hilux	2.5 Diesel	2021	D/Cab	JKIA	6,840,000.00
65.		Toyota Land Cruiser	4.2 Diesel	2021	S/Wagon	KCAA HQS JKIA	7,510,000.00
		Yamaha	200 Petrol	2021	Motor Bike	KCAA HQS JKIA	667,080.00
							297,714,970.00

PERIOD OF INSURANCE: -

1st March 2022 to 29th February

2024 (both days inclusive)

SCOPE OF COVER: -

COMPREHENSIVE (with excess cover protector)

SUM INSURED: -

Kshs. 297,714,970.00

LIMITS OF LIABILITY: -

Comprehensive – Unlimited

Third party /Passenger Liability Kshs.
5,000,000.00 per Person and Kshs.
10,000,000.00 per Event

Comprehensive Property Kshs. 10,000,000.00
including cargo / luggage on board
Towing charges Kshs. 10,000.00 per event

WINDSCREEN/ GLASS

Kshs.150, 000.00 for Toyota Prados (KCP 871Y, KCD 416G & KBW 062V), Kshs.

100,000.00 for KIA Sportage and Sorento (KCP 824K, KCP 816K, KCP 221K, KCP220K, KCH 817Q & KCH816Q) and Kshs. 75,000.00 for all other vehicles **(To be replaced in case of breakage/damage)**

RESCUE AND RECOVERY SERVICES

The Services provider must ensure that the policy covers rescue and recovery services countrywide offered by a reputable firm (e.g. AA Kenya or equivalent). The proposed firm must be indicated in the tender document which will form part of the evaluation criteria.

CAR RADIO

Kshs. 60,000.00

EXCESS INCASE OF ACCIDENT: -

NONE (excess cover protector)

ANNUAL PREMIUM: -

KSHS. -----

INSURER: -

Extensive Clauses

- Cover passenger legal liability.

- Cover liability for passenger acts of negligence.
- Cover against strikes, riots, civil commotion, political riots and terrorist activities.
- Indemnity whilst the vehicle is in the custody of a motor dealer or parked at an authorized garage.
- Cancellation notice minimum 60 days.
- Cover personal effects for Kshs. 50,000.00 per passenger.
- Theft full value compensation.
- Indemnify against loss of or damage to motor vehicle and legal liability to third parties arising out of motor vehicles owned or operated by the Authority.
- Cover all third party claims
- Cover all authorized passengers including students, interns, contractors, staff, authorized guests, visitors and tutors

NB: - The location (station) of the vehicles may change from time to time.

2. CLASS OF POLICY: - BURGLARY INSURANCE

This policy is to cover property in buildings and fixtures, fittings, furniture and utensils, office equipment, unused stationary, fuel, oil, tyres and tubes, timber and all other contents not otherwise insured, owned by the insured or held in trust on commission at any premises in Kenya estimated value of Kshs. 70,000,000.00.

PERIOD OF INSURANCE: - 1st March 2022 to 29th February 2024 (both days inclusive)

SUM INSURED: - Kshs. 100,000,000.00

SPECIAL CONDITIONS: - **No exclusions**

LIMITS OF LIABILITY **Actual value of damage/loss or cost of replacement**

ANNUAL PREMIUM: - Kshs. -----

INSURER: - -----

Extensive Clauses

- Cover against strikes, riots, civil commotion, political riots and terrorist activities
- Cancellation notice minimum 60 days
- Theft full value compensation
- Indemnify against loss or damage to property.

3. CLASS OF POLICY: - PUBLIC LIABILITY

Public liability insurance is to protect the Authority against claims of personal injury or property damage that a third party suffers (or claims to have suffered) as a result of receiving services from the insured. If client is injured or their property is damaged while the insured is providing a service, the policy is meant to cover against any legal action taken to recover for the claimed losses.

PERIOD OF INSURANCE: - 1st March 2022 to 29th February
2024 (both days inclusive)

SUM INSURED: - KShs. 20, 000,000.00 on any claim

SPECIAL CONDITION: - **No exclusions**

LIMITS OF LIABILITY **Actual value of damage/loss or cost
of replacement/claim**

ANNUAL PREMIUM: - Kshs. -----

INSURER: - -----

4. CLASS OF POLICY ALL RISKS / FIRE AND PERILS INSURANCE COVER (AIR NAVIGATION EQUIPMENT, OFFICE BUILDINGS, FURNITURE AND STAFF HOUSES)

This policy will cover KCAA headquarters Building, all the Navigational equipment, East African School of Aviation Buildings, furniture, fixtures including lifts, standby generators and staff houses against vandalism, theft, fire, power surge, riots, political violence, strikes, Civil Commotion and terrorism activities and all other perils.

The policy should cover losses in event of the following: -

- Fire
- Lightning
- Earthquake
- Explosion
- Volcanic explosions
- Bush fire
- Riots including political riots
- Strikes
- Malicious damage

The policy should provide indemnity against actual loss, reduction in gross profit or increased cost of service delivery occasioned by damage for a period of one year or during the duration of repairs as case may be.

POLICY NAME:	All Risks /Fire and Perils
PERIOD OF INSURANCE: -	1 st March 2022 to 29 th February 2024 (both days inclusive)
SCOPE OF COVER	Various Air Navigation Equipment's, office buildings, East African School of Aviation Buildings, Staff Houses and furniture at various locations within the Republic of Kenya.
SUM INSURED	Kshs. 12,940,614,996.52
ANY OTHER REQUIREMENT	for purposes of this policy, the equipment's in the attached appendix will apply
LIMITS OF LIABILITY	Actual value of loss or damaged equipment, building and/ or cost of replacement
SPECIAL CONDITIONS	No exclusions
ANY OTHER REQUIREMENT	for purposes of this policy, the list of equipment and buildings in the attached appendix will apply.

SUMMARY OF THE VALUES TO BE INSURED: -

No.	Items to be insured	Value to be insured
1	KCAA's Buildings, equipment, furniture, fittings and fixtures country wide	3,400,761,810.22
2	Air Navigation facilities and Installations country wide	2,764,200,000
3	EASA training equipment, furniture, fixtures and buildings	2,207,761,003.34
4	EASA Training Equipment	723,497,003.00
5	EASA Laundry Equipment	10,800,000.00
6	EASA Plant Equipment	22,900,000.36
7	EASA Kitchen Equipment	11,285,000.00
8	EASA Dispensary Equipment's	490,000.00
9	EASA Library Books And Equipment	92,000,000.00
10	EASA Furniture And Fittings	50,889,000.00
11	EASA Buildings	669,900,000.00
12	EASA Staff Estate Houses	2,207,761,003.34
13	EASA Digital Cartographic GIS/GPS System	219,587,963.04
14	EASA New Completed Projects/Assets	548,304,063.22
15	Gym Equipment at Aviation House	4,986,650.00
16	Gym Equipment at JKIA, MIA & ELDORET ANS Stations	5,491,500.00
	Total value to be insured	12,940,614,996.52

The details of the above summary values are indicated below: -

KCAA'S BUILDINGS, EQUIPMENT, FURNITURE, FIXTURES AND FITTINGS

DESCRIPTION	QTY	UNIT VALUE	TOTAL VALUE
KCAA Headquarters, roads/parking	1	840,187,333.40	840,187,333.40
KCAA Headquarters furniture	Lot	60,000,000.00	60,000,000.00
KCAA Headquarters equipment (water pumps, water tanks, Air conditioners & Lifts	Lot	45,218,938.00	45,218,938.00
KCAA Headquarters fuel depot	1	17,975,336.80	17,975,336.80
KCAA Headquarters standby generator + Service building.	1	12,038,035.80	12,038,035.80
KCAA Headquarters GYM equipment	Lot	15,000,000.00	15,000,000.00
JKIA Control Tower building	1	579,712,000.00	579,712,000.00
JKIA Control Tower Furniture	Lot	35,000,000.00	35,000,000.00
JKIA Control Tower equipment (water pumps, water tanks, Air conditioners & Lifts	Lot	12,966,428.00	12,966,428.00
JKIA Receiver Building	1	17,122,000.00	17,122,000.00
Central workshops building and Central Stores Block	1	52,600,000.00	52,600,000.00
Disaster and Data Recovery Centre	1	331,703,037.00	331,703,037.00
New Wilson Airport Control Tower Building	1	162,928,634.71	331,703,037.00
New Wilson Airport Control Tower equipment	Lot	140,661,817.37	140,661,817.37
New Wilson Airport Control Tower furniture	Lot	3,490,426.00	3,490,426.00
Mombasa Airport Control Tower building	1	180,000,000.00	180,000,000.00
Mombasa Receiver Building	1	8,413,000.00	8,413,000.00
Mombasa Transmitter Building	1	11,800,000.00	11,800,000.00
Lokichogio Airport Control Tower building	1	5,000,000.00	5,000,000.00
Wajir Airport Control Tower building	1	62,500,000.00	62,500,000.00

DESCRIPTION	QTY	UNIT VALUE	TOTAL VALUE
Wajir ANS station staff houses	Lot	15,000,000.00	15,000,000.00
Eldoret Airport Control Tower building	1	32,054,333.85	32,054,333.85
Eldoret Radar Station Building	1	20,000,000.00	20,000,000.00
Lodwar DVOR Station Buildings	1	6,732,250.00	6,732,250.00
Kisumu Control Tower building	1	46,300,000.00	46,300,000.00
Malindi Control Tower building	1	46,000,000.00	46,000,000.00
Mua hills radar station building	1	14,500,000.00	14,500,000.00
Poror Radar Station building	1	20,000,000.00	20,000,000.00
Poror Radar Station staff houses	Lot	2,000,000.00	2,000,000.00
Mercedes Truck	1	19,598,496.00	19,598,496.00
Mobile Tower & CNS Equipment	Lot	123,485,341.00	123,485,341.00
Subtotal			3,108,761,810.22
Staff Houses			
Bamburi Estate			
3 bed roomed bungalows	14	4,000,000.00	56,000,000.00
Subtotal			56,000,000.00
Nyali Estate			
3 bed rooms	11	3,000,000.00	33,000,000.00
2 bed rooms	13	2,000,000.00	26,000,000.00
Subtotal			59,000,000.00
Miritini Estate			
Middle Grade 3 bed rooms	11	3,000,000.00	33,000,000.00
Middle Grade 2 bed rooms	39	2,000,000.00	78,000,000.00
Low Grade 2 bed rooms	16	1,500,000.00	24,000,000.00
Low Grade 1 bed room	14	1,000,000.00	14,000,000.00
Subtotal			149,000,000.00
Embakasi Village Estate			
2 bed rooms	2	1,500,000.00	3,000,000.00
1 bed room	18	1,000,000.00	18,000,000.00
Single rooms	10	700,000.00	7,000,000.00
Subtotal			28,000,000.00
TOTAL VALUE TO BE INSURED			3,400,761,810.22

GYM EQUIPMENT AT AVIATION HOUSE TO BE INSURED

S.NO	ITEM DESCRIPTION	Unit	QTY	UNIT COST	TOTAL Value
1	LOCAKBLE DRAWERS FOR CHANGING ROOMS	NO	2	162,900.00	325,800.00
2	HOOKS ON THE WALL FOR WASH ROOMS	NO	2	6,500.00	13,000.00
3	MIRRORS – UPSTAIRS AND DOWNSTAIRS	NO	1	346,140.00	346,140.00
4	SMALL TOWELS AND ANITSEPTIC SPRAY BOTTLES	NO	10	905	9,050.00
5	WORK STATION	NO	1	33,950.00	33,950.00
6	OFFICE CHAIR	NO	1	19,500.00	19,500.00
7	VISITORS CHAIRS	NO	2	18,500.00	37,000.00
8	TREADMILL	NO	1	834000	834,000.00
9	ROWING MACHINE	NO	1	350,000.00	350,000.00
10	SQUAT RACKS	NO	1	234,000.00	234,000.00
11	IMPULSE SL70009 POWER RACK	NO	1	193,500.00	193,500.00
12	BICEPS PREACHER CURL BENCH	NO	1	47,700.00	47,700.00
13	TABLE TENNIS TABLE	NO	1	57,600.00	57,600.00
14	TABLE TENNIS NET	NO	2	6,960.00	13,920.00
15	TABLE TENNIS BATS	NO	6	4,080.00	24,480.00
16	TABLE TENNIS BALLS	NO	12	640	7,680.00
17	BODY SOLID CHROME OLYMPIC TRICEPS BAR	NO	2	14,400.00	28,800.00
18	APPLICABLE WIEGHTS SET 2 KGS	NO	8	1,120.00	8,960.00
	APPLICABLE WIEGHTS SET 5 KGS	NO	8	2,240.00	17,920.00
	APPLICABLE WIEGHTS SET 10 KGS	NO	8	4,480.00	35,840.00
	APPLICABLE WIEGHTS SET 20 KGS	NO	8	8,960.00	71,680.00
19	WEIGHT STAND	NO	1	19,800.00	19,800.00
20	BARBELL BARS WITH SCREW ENDS	NO	4	17,600.00	70,400.00
21	OLYMPIC BARBELL BARS WITH SPRING CLIPS	NO	2	17,600.00	35,200.00
22	WEIGHT LIFTING BENCHES	NO	2	81,000.00	162,000.00
23	FLAT INCLINE / DECLINE UTILITY BENCH	NO	1	45,000.00	45,000.00
24	AERIBICS STEPS – HEIGHT ADJUSTABLE	NO	20	17,100.00	342,000.00
25	FLOOR MATS	NO	20	8,600.00	172,000.00
26	AEROBIC DUMBELLS 2 KGS	NO	14	1,440.00	20,160.00
	AEROBIC DUMBELLS 3 KGS	NO	12	2,160.00	25,920.00
	AEROBIC DUMBELLS 4 KGS	NO	8	2,800.00	22,400.00
27	KETTLE BELLS 6 KGS	NO	3	2,000.00	6,000.00
	KETTLE BELLS 8 KGS	NO	3	2,400.00	7,200.00
28	ROLLERS	NO	2	960	1,920.00
29	SKIPPING ROPES	NO	15	1,000.00	15,000.00
30	CORE AND AB TRAINER	NO	1	463,500.00	463,500.00
31	WATER DISPENSERS	NO	2	23,265.00	46,530.00
32	WEIGHING SCALES	NO	1	112,500.00	112,500.00
33	60 INC ULTRA HD TV SCREEN CURVED	NO	1	336,600.00	336,600.00
34	HI END HI-FI MUSIC SYSTEM	NO	1	32,000.00	32,000.00
35	FULL BODY VIBRATION POWER MACHINE	NO	2	150,000.00	300,000.00
36	CABLING & TRUNKING OF EQUIPMENT	LOT	1	15,000.00	15,000.00
37	WALL CLOCKS	NO	2	6,500.00	13,000.00
38	BATH ROOM SLIPPERS	NO	20	600.00	12,000.00
TOTAL INCLUSIVE OF VAT					4,986,650.00

GYM EQUIPMENT AT JKIA, MOMBASA AND ELDORET ANS STATIONS TO BE INSURED

	Specifications	Unit	Qty	Unit Value	Total value
	Treadmill	No.	3	350,000.00	1,050,000.00
2	Rowing Machine	No.	3	200,000.00	600,000.00
3	Squat Racks	No.	3	120,000.00	360,000.00
4	Impulse SL7009 Power Rack	No.	3	200,000.00	600,000.00
5	Biceps Preacher Curl Bench	No.	3	100,000.00	300,000.00
6	Body Solid Chrome Olympic Triceps Bar	No.	3	20,000.00	60,000.00
7	Applicable Weights Set 2 Kgs (use with Triceps Bar)	No,	24	3,000.00	72,000.00
8	Applicable Weights Set 5 Kgs	No,	24	3,000.00	72,000.00
9	Applicable Weights Set 10 Kgs	No,	24	3,000.00	72,000.00
10	Applicable Weights Set 20 Kgs	No,	24	3,000.00	72,000.00
11	Weights Stand	No.	3	10,000.00	30,000.00
12	Barbell Bars with Screw Ends	No.	3	10,000.00	30,000.00
13	Olympic Barbells with Spring Clips	No.	3	10,000.00	30,000.00
14	Weight lifting Benches Adjustable	No.	3	30,000.00	90,000.00
15	Flat/Incline/Decline Utility Bench	No.	3	50,000.00	150,000.00
16	Aerobics Steps - Height Adjustable	No.	30	20,000.00	600,000.00
17	Aerobics dumbbells 2 Kgs	No.	21	5,000.00	105,000.00
18	Aerobics Dumbbells 3 Kgs	No.	21	5,000.00	105,000.00
19	Aerobics dumbbells 4 Kgs	No.	24	5,000.00	120,000.00
20	Kettle Bells 6 Kgs	No.	3	6,000.00	18,000.00
21	Kettle Bells 8 Kgs	No.	3	6,000.00	18,000.00
22	Rollers	No.	3	2,000.00	6,000.00
23	Skipping Ropes - With Calories and Skips Counter	No.	15	1,500.00	22,500.00
24	Core & Ab Trainer	No.	3	100,000.00	300,000.00
25	Weighing Scale	No.	3	3,000.00	9,000.00
26	Full Body Vibration Power Machine	No.	3	200,000.00	600,000.00
					5,491,500.00

EASA TRAINING EQUIPMENT, OFFICE FURNITURE, FIXTURES AND BUILDINGS**Value to be insured for each**

TRAINING EQUIPMENT AT EAST AFRICAN SCHOOL OF AVIATION			
Item/Equipment	Qty	Unit Value	Value to be insured
ATC Simulators	12	36,083,333.33	433,000,000.00
3D Panoramic simulator (360)	1	10,000,000.00	10,000,000.00
Language Laboratory	1	10,000,000.00	10,000,000.00
Electronic 5 Laboratory	3	2,000,000.00	6,000,000.00
Radar Equipment	1	15,000,000.00	15,000,000.00
Fiber optic / microwave Laboratory	1	3,000,000.00	3,000,000.00
NAVAIDS Training Equipment (DME, ILS and DVOR)	3	33,333,333.34	100,000,000.00
Mechanical workshop Tools	Assorted		50,000,000.00
AVSEC Laboratory	1	10,000,000.00	10,000,000.00
AIS Training Equipment	Assorted		20,000,000.00
Test and Measurement Laboratory Equipment	1	4,000,000.00	4,000,000.00
Telecommunication Eng. Training Equipment	1	10,000,000.00	10,000,000.00
Aerodynamic laboratory equipment	1	4,497,003.00	4,497,003.00
Cabin mock up	1	6,000,000.00	6,000,000.00
Fluid mechanics lab	1	25,000,000.00	25,000,000.00
Digital cartography lab	1	15,000,000.00	15,000,000.00
Flight booking management lab	1	1,000,000.00	1,000,000.00
Air cargo management lab	1	1,000,000.00	1,000,000.00
SUB TOTAL			723,497,003.00
LAUNDRY EQUIPMENT			
2 Washing machines	2	3,000,000.00	6,000,000.00
1 dry cleaning machine	1	2,000,000.00	2,000,000.00
1 spinner machine	1	500,000.00	500,000.00
1 Presser	1	800,000.00	800,000.00
1 Roller (ironer)	1	1,500,000.00	1,500,000.00
SUB TOTAL			10,800,000.00
PLANT EQUIPMENT			
Standby Power Generators	2	2,850,000.00	5,700,000.00
Air Conditioners	49	204,081.64	10,000,000.36
Swimming pool pumps	2	150,000.00	300,000.00
Borehole water pump	1	500,000.00	500,000.00
Water Treatment Plant with reverse osmosis equipment	1	6,400,000.00	6,400,000.00
SUB TOTAL			22,900,000.36
KITCHEN EQUIPMENT			
Fridges / Freezers	5	1,000,000.00	5,000,000.00
Dish washing machine	1	500,000.00	500,000.00
Cold room	1	450,000.00	450,000.00
Deep fryer	1	20,000.00	20,000.00
Cookers	4	87,500.00	350,000.00
blenders	2	2,500.00	5,000.00

TRAINING EQUIPMENT AT EAST AFRICAN SCHOOL OF AVIATION			
Item/Equipment	Qty	Unit Value	Value to be insured
Microwaves	3	20,000.00	60,000.00
Boilers	4	100,000.00	400,000.00
Catering Equipment	Assorted		4,500,000.00
SUB TOTAL			11,285,000.00
DISPENSARY EQUIPMENTS			
Sterilizers	1	40,000.00	40,000.00
Weighing machine	1	450,000.00	450,000.00
SUB TOTAL			490,000.00
LIBRARY BOOKS AND EQUIPMENT			
Books (assorted)	Assorted		20,000,000.00
Library equipment	1	25,000,000.00	25,000,000.00
Furniture	Assorted	47,000,000.00	47,000,000.00
SUB TOTAL			92,000,000.00
FURNITURE AND FITTINGS			
Conferencing furniture- Assorted	Assorted		30,000,000.00
Dining hall chairs	971	2,000.00	1,942,000.00
Dining tables	544	4,000.00	2,176,000.00
Beds	144	4,000.00	576,000.00
Classroom desks	82	2,500.00	205,000.00
Office furniture	Assorted		15,000,000.00
Blinds and curtains	330 SM	3,000.00	990,000.00
SUB TOTAL			50,889,000.00
EASA BUILDINGS			
Hostel block	1	150,000,000.00	150,000,000.00
Swimming pool restaurant	1	13,000,000.00	13,000,000.00
New Library	1	268,000,000.00	268,000,000.00
Administration block	1	100,000,000.00	100,000,000.00
Engineering block	1	80,000,000.00	80,000,000.00
Workshops block	1	40,000,000.00	40,000,000.00
Dispensary building	1	7,000,000.00	7,000,000.00
Storage shed/workshop	1	7,000,000.00	7,000,000.00
Laundry House	1	4,900,000.00	4,900,000.00
SUB TOTAL			669,900,000.00
EASA STAFF ESTATE HOUSES			
Category B	1	10,000,000.00	10,000,000.00
Category C	33	9,000,000.00	297,000,000.00
Category D	26	8,000,000.00	208,000,000.00
Category E	24	5,000,000.00	120,000,000.00
Category G	8	1,000,000.00	8,000,000.00
SUB TOTAL			1,301,000.00
TOTAL VALUE			2,207,761,003.34

LIBRARY FURNITURE, EQUIPMENT DIGITAL CARTOGRAPHIC GIS/GPS SYSTEM

S.NO	ITEM DESCRIPTION	UOM	QTY	UNIT COST	TOTAL PRICE
East African School of Aviation					
1.	Video Conference equipment and LED Smart T.V 85"	Lot	1	3,032,512.80	3,032,512.80
2.	Desktop Computers, UPS's 850VA, Photocopier, Information Desk LED Smart T.V 60"	Lot	1	16,887,828.80	16,887,828.80
3.	Book Drilling Machine	No.	1	12,327,754.00	12,327,754.00
4.	Biometric Access System	Lot	1	3,464,658.00	3,464,658.00
5.	Furniture for new library	Lot	1	42,943,619.92	42,943,619.92
6.	Biometric and Students Attendance System at EASA	Lot	1	4,082,752.00	4,082,752.00
7.	IP CCTV Solutions at EASA	Lot	1	2,587,500.00	2,587,500.00
8.	Power Plant Equipment for EASA	No.	1	20,938,636.00	20,938,636.00
Sub-total					106,265,261.52
Digital Cartographic GIS/GPS System (EASA)					
9.	Desktop Computers	No.	15	175,169.28	2,627,539.20
10.	Handheld GPS	No.	15	260,582.00	3,908,736.00
11.	Server	No.	1	521,164.80	521,164.80
Sub-total					7,057,440.00
Grand Totals					113,322,701.52

NEW COMPLETED PROJECST/ASSETS FOR INSURANCE PURPOSES

S/NO	Project Name	COST
	Chapel	74,000,000.00
	Incinerator	1,100,000.00
	Installation of Water Bottling and Packaging plant	6,300,000.00
	Overhead Water storage tank	6,200,000.00
	Water Storage -overhead metallic tank	5,609,240.00
	Radio telephony lab	9,100,000.00
	Refurbishment of Staff Houses Contract 2 (10 houses No. 35-36; 41-46; 61-62)	15,994,950.00
	Refurbishment of Staff Houses Contract 1 (12 houses No. 47-58)	17,138,650.00
	Renovation of 10 Staff Houses (63 – 72)	14,504,809.40
	Installation, training and commissioning Flight Booking system and Cargo Management	1,754,500.00
	Rehabilitate Language lab	8,513,080.00
	Installation, training & Commissioning of fire Alarm system at EASA & EWAC Campus.	5,705,000.00
	Rehabilitation of Fire Hydrant System	6,303,461.34
	Renovations of administration block	29,000,000.00
	Ablution Block at EASA Wilson Airport Campus (EWAC)	4,407,125.00
	Upgrade of ATC Simulators (INDRA Training System)	76,776,691.48
	NAVAIDs simulators	47,947,464.00
	Hydraulics Rig	27,752,340.00
	Composite Repair Lab	22,881,872.00
	Rehabilitation of Students Hostel & Installation of Solar Panels	21,514,880.00
	Library Water Treatment Plant with reverse osmosis equipment	5,400,000.00
	Generator at EASA Wilson airport campus(EWAC)	2,400,000.00
	Aerodynamics Lab	22,000,000.00
	Applied thermodynamics lab	18,000,000.00
	Hydraulics lab	15,000,000.00
	Composite Lab	15,000,000.00
	Material Testing Lab	20,000,000.00

	Power Plant lab	48,000,000.00
	Total	548,304,063.22

SUMMARY OF EASA ASSETS TO BE INSURED

1	Training Equipment	723,497,003.00
2	Laundry Equipment	10,800,000.00
3	Plant Equipment	22,900,000.36
4	Kitchen Equipment	11,285,000.00
5	Dispensary equipment	490,000.00
6	Library Books And Equipment	92,000,000.00
7	Furniture And Fittings	50,889,000.00
8	EASA Buildings	669,900,000.00
9	EASA Staff Estate Houses	2,207,761,003.34
10	Digital Cartographic GIS/GPS System	219,587,963.04
11	New Completed Projects/Assets	548,304,063.22
	Total	4,557,414,032.96

ANS INSTALLATIONS COUNTRYWIDE

NO.	STATION AND LOCATION	QTY	VALUE TO BE INSURED
1	Lodwar	Assorted	As indicated in the appendix below
2	Poror radar station	Assorted	
3	Mua radar station	Assorted	
4	CWS	Assorted	
5	Ngong	Assorted	
6	Stony Athi	Assorted	
7	JKIA Receiver Station	Assorted	
8	Lanet	Assorted	
9	Londiani	Assorted	As indicated in the appendix below.
10	Kindaruma	Assorted	No equipment at the site.
11	Garissa	Assorted	As indicated in the appendix below.
12	Mandera	Assorted	
13	Narok	Assorted	No equipment at the site.
14	Nanyuki	Assorted	As indicated in the appendix below.
15	Eastleigh	Assorted	

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
JOMO KENYATTA INTERNATIONAL AIRPORT

NO	ANS JKIA FACILITY	SYSTEM	EQUIPMENT TYPE	Unit price (M)	Total price (M)
I	COMMUNICATION	A. VHF			
		1. TOWER VHF TX/RX 118.7 (MAIN AND S/BY).	DTR100 SERIES	2	4
		2. SMC VHF TX/RX 125.9 (MAIN AND S/BY).	DTR100 SERIES	0.5	1
		3. TOWER VHF TRANSCEIVER	JOTRON TR-7750	0.8	1.6
		4. APPROCH VHF TX/RX 119.7 (MAIN AND S/BY).	DTR100 SERIES	2	4
		5. APPROACH VHF TRANSCEIVER	JOTRON TR 7750	0.8	1.6
		6. RADAR VHF TX/RX 122.3 (MAIN AND S/BY).	DTR100 SERIES	2	4
		7. RADAR VHF TX/RX 124.1 (MAIN AND S/BY).	DTR100 SERIES	2	4
		13. HAND HELD VHF TRANSCEIVER	ICOM IC-A3E (Q.4).	0.045	0.18
		14. HAND HELD VHF TRANSCEIVER	NAVICOM A21.	0.045	0.045
		15. HAND HELD VHF TRANSCEIVER	SPIRIT/VXA-710 (Q. 2)	0.045	0.09
		B. HF			
		1. AEROMOBILE HF COMMUNICATION RX (3467, 5517, 6574, 8870, 8879,11300, 13288,17961).	HARRIS RF 590A (Q.8)	0.5	4
		2. AEROMOBILE HF REMOTE CONTROL ANDMONITORING EQUIPMENT.	HARRIS RF 7405 (Q.2)	0.2	0.4
		3. FIXED AND AEROMOBILE HF SSB RADIO SYSTEM (APPROACH AND HF BOOTH) (7965 LSB FOR FIXED).	SKANTI TRP 7000 (Q.2)	1.2	2.4
		1. HF TX and RX and LAN	BARRET	45	45
		5. ICOM HF TX/RX (for RCC)	ICOM /IC-78	0.045	0.045
		C. RECORDER / REPRODUCER			
		1. TIME UNIT.	ATIS ZM G500 ASSMAN (Q.2)	4	8
		2. TIME DISTRIBUTION UNIT.	GPS CLOCK SYSTEM		
		3. RADAR/DATA VOICE RECORDER AND REPRODUCER.	ATIS UHER	10	10
		D. VCCS			
		1. VOICE COMMUNICATION SYSTEM	S.I.T.T.I Multofono	75	75
		E. AMSC			
		1. AERMAC	AMHS	5	5
		F. AIS			
		NOTAM/BRIEFING OFFICE SYTEM (ATALIS II).	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB. - 17" COMPAQ TFT 1702. - SWITCH PROCURVE 24 PORTS.	2.2	
			ONE TECHNICAL SUPERVISION POSITION INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz. - 17" COMPAQ TFT 1702. - HP LASERJET 1015		
			ELEVEN WORK POSITIONS INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz. - 17" COMPAQ TFT 1702.		
		AIM SERVER EQUIPMENT	Server, Model: HP PROLIANT DL380 GEN 9	2.0	
			Server Model: HP PROLIANT DL380 GEN 9		

NO	ANS JKIA FACILITY	SYSTEM	EQUIPMENT TYPE	Unit price (M)	Total price (M)
			Switch Model : HP E3800S/ Switch Model : HP E3800 Firewall Model: BARRACUDA CONSOLE/KVM Model: ATEN UPS Model: APC		
		G. RADIO LINKS			
		1. JKIA-MUA HILLS RADIO LINK.	RADWIN 2000	4.0	
		2. JKIA- WILSON RADIO LINK.	RADWIN 2000	4.0	
		2. JKIA-NGONG RADIO LINK.	RADWIN 2000	1.6	
		4. JKIA-RECEIVER STATION MICROWAVE LINK.	RADWIN 2000	1.6	
		5. JKIA-RADAR STATION RADIO LINK	MULTIPLEXER MEGAPLEX – 2104	4.0	
		6. JKIA-CTX LINK.	FIBRE OPTIC	4.0	
		H. V-SAT			
		1. JKIA-HUB MODEM PRIMARY	CDM 570L	110.0	
		2. JKIA-HUB MODEM SECONDARY	CDM 570L		
		3. JKIA-HUB EXPANSION DEMOD	CDM 564L		
		4. JKIA-HUB EXPANSION DEMOD	CDM 564L		
		5. JKIA-HUB EXPANSION DEMOD	CDM 564L		
		6. JKIA-HUB EXPANSION DEMOD	CDM 564L		
		7. JKIA-HUB EXPANSION DEMOD	CDM 564L		
		8. JKIA-HUB MULTIPLEXER	SDM 9230		
		9. JKIA-HUB MULTIPLEXER	SDM-8400		
		10. JKIA-HUB MULTIPLEXER	SDM-8400		
		11. JKIA-HUB MULTIPLEXER	SDM-8400		
		12. JKIA-HUB MULTIPLEXER	SDM-8400		
		13. VMS PRIMARY SERVER	POWEREDGE R210 II		
		14. VMS SECONDARY SERVER	POWEREDGE R210 II		
		15. NMS	VIPERSAT MANAGEMENT SYSTEM		
		16. SWITCHED CABINET POWER SENSING UNIT 1	PIPS		
		17. SWITCHED CABINET POWER SENSING UNIT	PIPS		
		18. E1 CHANNEL BANK	LOOP TELKOM		
		19. DOMESTIC VSAT ODU	ODU COMPONENTS (TX/RX, DISH etc)		
		20. DOMESTIC VSAT NMS	CPU – XEON, Q.2; MONITOR – PHILIPS/BRILIANCE 202P4, (Q.2)		
		I. NAFISAT			
		1. JKIA – INT'L AFTN (Seychelles, Jo'burg, Brazzaville, Cairo, Khartoum, Entebbe, Dar, Addis, Mauritius, Mogadishu)	NAFISAT V-SAT (ODU, IDU, Multiplexer, & Layer 3 switch)	10	
		2. JKIA – INT'L ATS/DS	NAFISAT (NDSATCOM)		
		3. NAFISAT ODU	ODU COMPONENTS (TX/RX, DISH etc)		
II	NAVIGATIONAL AIDS	1. NL 110.3 LOCALIZER.	THALES ATM ILS 420-LLZ	60	
		2. NL 335 GLIDE PATH.	THALES ATM ILS 420-GP		
		3. GP DME.	THALES ATM DME 415		
		4. NV 113.1 DVOR.	THALES ATM DVOR 432B		
		5. NV 1102 DME.	THALES ATM DME 435		
		6. ILS REMOTE CONTROL.	RCSI 447		
		7. DVOR REMOTE CONTROL.	RCSI 447		
		8. DME REMOTE CONTROL.	RCSI 447		
III	SURVEILLANCE	1. ASDE RADAR	A-SMGCS	240	
		2. PRIMARY RADAR SYSTEM (TERMINAL).	1. ATR-335 DPC (Q 2)		
		3. MSSR	SIR_S (Q.2)		
		4. RADAR PROCESSOR.	RHP		
		5. RADAR DISPLAY SYSTEM.	AIRSYS ATM EUROCAT -C	30	
		6. RADAR PROCESSING AND DISPLAY SYSTEM	INDRA ATM SYSTEM		
		6. AUTOMATIC DEPENDENT SURVEILLANCE SYSTEM-BROADCAST (ADS-B) SYSTEM EQUIPMENT	VARIOUS COMPONENTS	7.5	

NO	ANS JKIA FACILITY	SYSTEM	EQUIPMENT TYPE	Unit price (M)	Total price (M)
IV	BILLING MANAGEMENT SYSTEM	BMS	1. HP COMPAQ invent PC (Q.5) AND HP SERVER PC (Q.1) 2. NETWORK PRINTER HP 4200n (Q.2) 3. UPS UNITS (APC650) (Q.6) 4. UPS UNIT (APC-CS475) (Q.1)	10	
V	POWER SUPPLY	1. MAIN UPS. 2. RX STATION UPS. 3. VHF TX UPS. 4. HF CONTROL RACK UPS. 5. HAND HELD VHF TRANSCEIVER CHARGER. 6. DC REG. PS UNIT (for IC-78 Tx/Rx). 7. D-VSAT UPS 8. NAFISAT UPS 9. BATTERY CHARGER PS(GP/DME) 10. VOLTAGE REGULATOR (GP/DME) 11. BATTERY CHARGER PS (LLZ) 12. VOLTAGE REGULATOR (LLZ) 13. BATTERY CHARGER PS (VOR) 14. VOLTAGE REGULATOR (VOR) 15. MAIN COMP ROOM VOLTAGE REGULATOR 16. UPS 100 KVA (Equipment Room) 17. 160 KVA AVR 18. UPS 160KVA AT JKIA RADAR 19. AVR 170KVA JKIA RADAR	MERLIN GERLIN ALPES 1000 TECHNICAL, MERLIN GERLIN AND PULSAS CSX. SIMPLEX SAGEM (Q. 2) ICOM BC-119 (Q. 2) GOLDSUN/GRP-015-001 MERLYN GERIN 5KVA INFORM 6KVA/SD1106 GEORGIN EATON EATON EATON EATON	35	
VI.	COOLING SYSTEMS	1. REMOTE RX STN 2. RADAR HEAD 3. AIS (NOF) 4. AIS (BOF) 5. AIS (TECHROOM) 6. BMS 7. PABX 8. TOWER CABIN 9. LOCALIZER SHELTER 10. DVOR/DME SHELTER 11. GP/DME SHELTER 12. RADAR OFFICE 13. TECHNICAL/DATA ROOMS	LG AIRWELL AIRKOOL AIRKOOL AIRKOOL/ORTC-30F50 (Q.2) THOMPSON/M50 (Q.4) DAIKIN/OTRC025-50 AIRKOOL/ORTC020G50P CARRIER/38QG24-C CARRIER/38QG24-C CARRIER/38QG24-C CARRIER/38QG24-C AIRKOOL/ORTC020G50P DAIKIN/ORTC025-50 DAIKIN/ORTC025-50 LG high wall Model E12SQU UBO LG high wall Model E12SQU UBO LG high wall Model E12SQU UBO LG high wall Model E12SQU UBO AIRWELL VARIOUS VARIOUS	6.0	
V	OTHERS	CCTV Equipment	CCTV Recording Equipment	0.2	

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
MOI INTERNATIONAL AIRPORT

NO	ANS MIA STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	A. VHF		
		1.TOWER VHF 118.6 (MAIN AND S/BY)	DTR100 SERIES	4
		2.APP VHF 120.3 (MAIN AND S/BY)	DTR100 SERIES	4
		3.RADAR VHF 121.7 (MAIN AND S/BY)	DTR100 SERIES	4
		4.RADAR VHF 122.7 (MAIN AND S/BY)	DTR100 SERIES	4
		5.SMC VHF 125.9 (MAIN AND S/BY)	DTR100 SERIES	4
		6. TOWER VHF TRANSCEIVER	JOTRON TR-7750	1.2
		7. APP VHF TRANSCEIVER	JOTRON TR-7750	1.2
		8. RADAR VHF TRANSCEIVER	JOTRON TR-7750	1.2
		B. VHF AREA COVER		
		1.VHF AREA COVER 120.5 (MAIN AND S/BY)	DTR100 SERIES	4
		2.VHF AREA COVER 125.3 (MAIN AND S/BY)	DTR100 SERIES	4
		3. VHF AREA COVER 118.5 (MAIN AND S/BY)	DTR100 SERIES	4
		C.DATIS		
		ATIS SERVERS	HP PROLIANT ML350 (Qty-2)	15
		ACARS SERVERS	HP PROLIANT DL380G6 (Qty-2)	
		VHF RADIO TRANSMITTER	SELEX OTE D100 (Qty – 1)	
		D.VCCS		
		VOICE COMMUNICATION SYSTEM	S.I.T.T.I Multofono	45
		E. AIS		
		AIS BRIEFING OFFICE SYSTEM (ATALIS II).	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB. - 17" COLOR SYSTEM CONSOLE	2.2
			ONE TECHNICAL SUPERVISION POSITION INCLUDING: - - PC PENTIUM IV 1.4 GHz - 17" COLOR DISPLAY - HP LASERJET 1015	
			SIX WORK POSITIONS INCLUDING: - - PC PENTIUM IV 1.4 GHz - 19" COLOR DISPLAY	
			ONE VOLTAGE REGULATOR 5KVA	
		AIM SYSTEM	AIM WORKSTATION 1	2.0
			AIM WORKSTATION 2	
			LASER JET PRO M402dn	
			HP DESKJET 3050 SCANNER	
			SMART UPS 750	
			AIMFIREWALL-BARRACUDA	
			TP LINK	
			FIBER ROUTER-CISCO	
			FIBER SWITCH	
			CISCO SWITCH	
		F. V-SAT		
		1. MIA - MALINDI	V-SAT	3.0
		2. MBA RADAR - JKIA	V-SAT	
		G. VLS		

NO	ANS MIA STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (Millions)
		VOICE RECORDER/ REPLAY	RICOCHET (SWISS)	5
		H. HF		
		FIXED HF SERVICE	SKANTI TRP 7203 TRANSCIVER SYSTEM	1.2
		I. ALDIS LAMP	LITELINE ELECTRONICS	1
		J. UHF LINK		
		VOR/DME UHF LINK	SELEX	2
II	NAVIGATIONAL AIDS	K. NAVAIDS		
		1. MI 110.1 LOCALIZER	THALES ATM ILS 420-LLZ	30
		2. MI 334.4 GLIDE PATH	THALES ATM ILS 420-GP	
		3. GP DME	THALES ATM DME 415	
		4. DVOR/DME (MOV)	SELEX DVOR1150, SELEX DME 118A/119A	40
III	SURVEILLANCE	1. PRIMARY RADAR (TERMINAL)	ATCR-33S DPC (Q 2)	240
		2. M SSR	SIR_S (Q.2)	
		3. RADAR PROCESSOR	RHP	
		4. RADAR DISPLAY SYSTEM	AIRSYS ATM EUROCAT-C	
	POWER SUPPLY	5. 60 KVA UPS	EATON	4
		6. 60 KVA UPS	EATON	4
	AVR	7. 80 KVA	ESIS	2
IV	COOLING SYSTEMS	AIR CONDITIONERS (Qty -15)	VARIOUS	1.5

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
ELDORET INTERNATIONAL AIRPORT

NO	ANS ELD FACILITY	SYSTEM	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	A. VHF		
		1. TOWER VHF 118.4 (MAIN AND S/BY)	DTR100 SERIES	2
		2. APP VHF 119.4 (MAIN AND S/BY)	DTR100 SERIES	2
		3. APP VHF 121.1 (MAIN AND S/BY)	DTR100 SERIES	2
		4. EMERGENCY 121.5 (MAIN AND S/BY)	TIL 92 SC TX AND TSR – 4100 RX	1
		5. SMC VHF 121.9 (MAIN AND S/BY)	TIL 92 SC TX AND TSR – 4100 RX	1
		6. TOWER VHF TRANSCEIVER	JOTRON TR-7750	1.2
		7. ICOM VHF AEROBAND TRANSCEIVER	IC-A110EURO	0.045
		8. APP. VHF TRANSCEIVER	JOTRON TR-7750	1.2
		B. VCCS		
		(VOICE CONTROL AND COMMUNICATION SYSTEM)	SITTI RRTI	20
		C. AIS		
		AIM (AERONAUTICAL INFORMATION MANAGEMENT)	-BARRACUDA -THREE WORKSTIONS	2.0
		AIS BRIEFING OFFICE SYSTEM (ATALIS II).	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB. - 17" HP TFT 1702	2.2
			THREE WORK POSITIONS INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 17" HP TFT 1702 - HP LASERJET 1015	
			NETWORK AND ELECTRICAL EQUIPMENT INCLUDING: - - 2 SWITCH PROCURVE 24 PORTS - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 1 TELEGRAPHIC/V24 CONVERTER - 1 UPS 5KVA - 6 LIGHTNING PROTECTION	
			ONE TOWER POSITION INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 17" HP TFT 1702	
			TWO NEW WORKSTATION (FDPS) INCLUDING (ONE IS SPARE AND IN STORE): - - COMPAQ dx2300 Mt PENTIUM DUAL CORE 2 E6320 1.86 - 17" ELO TOUCHSCREEN ET1715L - THERMAL STRIP PRINTER IER512C	
			VOLTAGE REGULATOR 5KVA	
		D. RADIO LINKS		
		ELDORET-KISUMU	V-SAT	1.5
		ELDORET RADAR - JKIA	V-SAT	1.5
		ELDORET RADAR - ELDORET TOWER	FIBRE OPTIC	2.0
		E. RECORDER / REPRODUCER		

NO	ANS ELD FACILITY	SYSTEM	EQUIPMENT TYPE	Total Cost (Millions)
		VOICE AND DATA RECORDER /REPRODUCER	ATIS UHER	8
II	NAVIGATIONAL AIDS	F.NAVAIDS		
		1. ELL 110.5 LOCALIZER	THALES ATM ILS 420-LLZ	30
		2. ELL 329.5 GLIDE PATH	THALES ATM ILS 420-GP	
		3. GP DME	THALES ATM DME 415	
		4. ELDORET DVOR	SELEX DVOR 1150	45
		5. ELDORET DME	SELEX DME 1118A/1119A	
		6. LODWAR DVOR	SELEX DVOR 1150	45
		7. LODWAR DME	SELEX DME 1118A/1119A	
		8. EL 373 NDB	NAUTEL ND 500	1
III	SURVEILLANCE	9. 118.4 VDF	DOT/ACI 8810	2
		G.SURVEILLANCE		
		1. M SSR	SIR_S (Q.2)	63
		2. RADAR PROCESSOR	RHP	
IV	POWER SUPPLY	3. ADS-B	LES NANJING	7.5
		1. 8KVA TOWER UPS	D8-11	0.8
		2. 15 KVA EQUIPMENT ROOM UPS	DELTA 31-150+VSS	1.0
		3. POWER FACTOR CORRECTION UNIT	BLR-CX	0.5
		4. 60KVA UPS	EATON	4
		5. 60 KVA UPS	EATON	4
		6. 60KVA - S/BY POWER GENERATOR – RADAR STATION	TEKSAN TJ67PE5A	3
		7. 20KVA UPS EQUIPMENT ROOM.	SERVO SERIES	0.35
		8. S/BY POWER GENERATOR – ELDORET DVOR/DME	DAVIS & SHIRTLIFF	2.4
		9. S/BY POWER GENERATOR – LODWAR DVOR?DME	GESAN	1
V	COOLING SYSTEMS	10. SOLAR POWER SYSTEM – LODWAR DVOR/DME	POWERPOINT	2.4
		AIR-CONDITIONERS	VARIOUS (Qty – 13)	1.3

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
WILSON AIRPORT

NO	STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	A. VHF		
		1. TOWER VHF 118.1 (MAIN AND S/BY)	DTR100 SERIES	2
		2. TOWER VHF 119.7	DTR100 SERIES	2
		3. SMC VHF 125.9 (MAIN AND S/BY)	DTR100 SERIES	2
		4. MULTI CHANNEL TRANSCEIVER	JOTRON TR 6102	1
		5. HANDHELD VHF TRANSCEIVER	ICOM IC-A3E (Q. 3)	0.135
		6. VHF MULTI CHANNEL TRASCEIVER	TELERAD WER846	0.045
		7. VHF TRANSCEIVER	ICOM	0.045
		8. VHF TRANSCEIVER	JOTRON TR-7750	1.2
		B. VCCS		
		VOICE COMMUNICATION SYSTEM	IBROSS NVCCS	20
		2.TIME DISTRIBUTION UNIT	GORGY TIMING	2
		C. VLS		
		VOICE RECORDER/ REPLAY	RICOCHET (SWISS)	5
		D. AIS		
		AIS BRIEFING OFFICE SYSTEM (ATALIS II).	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB. - 17" COLOR SYSTEM CONSOLE	2.2
			ONE TECHNICAL SUPERVISION POSITION INCLUDING: - - PC PENTIUM IV 1.4 GHz - 17" COLOR DISPLAY - HP LASERJET 1015	
			THREE WORK POSITIONS INCLUDING: - - PC PENTIUM IV 1.4 GHz - 19" COLOR DISPLAY	
			ONE VOLTAGE REGULATOR 5KVA	
		AIM SYSTEM	AIM WORKSTATION 1	2.0
			AIM WORKSTATION 2	
			LASER JET PRO M402dn	
			HP DESKJET 3050 SCANNER	
			SMART UPS 750	
			AIMFIREWALL-BARRACUDA	
			TP LINK	
			FIBER ROUTER-CISCO	
			FIBER SWITCH	
			CISCO SWITCH	
II	NAVIGATIONAL AIDS	VDF 118.1	DFR 1000B	6
III	SURVEILLANCE	RADAR DISPLAY SYSTEM EUROCAT-C POSITION	1. DIGITAL WORKSTATION: 2. STRIP PRINTER: BOCA	5
IV	POWER SUPPLY	1. DC/DC POWER CONVERTER		7
		2. 24V/50A CHARGER (MAIN AND S/BY)	ASTEEL	
		3. AC VOLTAGE REGULATOR	GEORGIN	
		4. UPS 60 KVA	EATON	
		5. DATA POWER UPS	DP 20	
		6. HANDHELD VHF TRANSCEIVER CHARGER	ICOM BC-119 (Q. 2)	
V	COOLING SYSTEMS	AIR-CONDITIONERS	VARIOUS (Qty – 10)	1.0

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
MALINDI AIRPORT

NO	ANS MALINDI STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	A. VHF		
		1. TOWER VHF 120.4 (MAIN AND S/BY)	ROHDE & SCHWARZ TRANSCEIVER	2
		2. SMC VHF 125.9 (MAIN AND S/BY)	ROHDE & SCHWARZ TRANSCEIVER	2
		3. S/BY TOWER VHF TRANSCEIVER JOTRON	JOTRON TR 7750	1.2
		4.S/by HAND HELD VHF TRNSC ICOM	ICOM IC-A110 EURO (QTY- 2)	0.02
		5. MOBILE VHF ICOM TRANSCEIVER	IC-A24	0.02
		AREA COVER		
		1.VHF AREA COVER 120.5 (MAIN AND S/BY)	DTR100 SERIES	2
		2.VHF AREA COVER 125.3 (MAIN AND S/BY)	DTR100 SERIES	2
		3. VHF AREA COVER 118.5 (MAIN AND S/BY)	DTR100 SERIES	2
		B. TIME UNIT. (GPS)	NTP SERVERS GTT400 GLOBAL TIME (TIME DISTRIBUTION)+4CLOCKS	0.2
				3
		C. VCCS	NUCLEO ULISES 5000I	32
		D. VLS		
		VOICE RECORDER/ REPLAY	RICOCHET (SWISS)	5
			2 SERVERS HP ML350	
			REPLAY PC(HP) +2VDU NEC	
		E. AIS		
		AIS BRIEFING OFFICE SYSTEM (ATALIS II).	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB. - 17" HP TFT 1702	2.2
			THREE WORK POSITIONS INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 17" HP TFT 1702 - HP LASERJET 1005W	
			NETWORK AND ELECTRICAL EQUIPMENT INCLUDING: - - 2 SWITCH PROCURVE 24 PORTS - 1 HP EVO D330 - 1 TELEGRAPHIC/V24 CONVERTER - 1 UPS 5KVA - 6 LIGHTNING PROTECTION	
			ONE TOWER POSITION INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 17" HP TFT 1702	
			ONE VOLTAGE REGULATOR 5KVA	
		AIM SYSTEM	AIM WORKSTATION 1	2.0
			AIM WORKSTATION 2	
			LASER JET PRO M402dn	
			HP DESKJET 3050 SCANNER	
			SMART UPS 750	
			AIMFIREWALL-BARRACUDA	
			TP LINK	
			FIBER ROUTER-CISCO	
			FIBER SWITCH	

NO	ANS MALINDI STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (Millions)
			CISCO SWITCH	
II	NAVIGATIONAL AIDS	1. MLD 113.3 DVOR	THALES ATM DVOR 432B	30
		2. 1104 DME	THALES ATM DME 435	
		3. DVOR/DME REMOTE CONTROL UNIT	RCSI - 447	
		4. 120.4 VDF	DFR 1000B	6
III	POWER SUPPLY	1. DVOR/DME 240 V AC REGULATOR	GEORGIN	3.5
		2. DVOR/DME CHARGER	SIMPLEX	
		3. TOWER BATTERY CHARGER	ABS AAR 12 – 245	
		4. 20KVA UPS EQUIPMENT ROOM.	SERVO SERIES	
		5. HANDHELD VHF TRANSCEIVER	VERTEX STANDARD VXA-710	
		6. S/BY POWER GENERATOR	GESAN	1
		7. UPS 60KVA	EATON	4
IV	COOLING SYSTEMS	AIR-CONDITIONERS	VARIOUS (Qty – 11)	1.1

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
KISUMU AIRPORT

NO	FACILITY	SYSTEM	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	A. VHF		
		1. TOWER VHF 118.8 (MAIN AND S/BY)	ROHDE & SCHWARZ TRANSCEIVER X2	1
		2. SMC VHF 125.9 (MAIN AND S/BY)	ROHDE & SCHWARZ TRANSCEIVER X2	1
		3. VHF TRANSCIEVER	JOTRON TR-7750	1.2
		B. VCCS	NUCLEO ULISES 5000i	32
		C. AIS		
		AIS BRIEFING OFFICE SYSTEM (ATALIS II)	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB. - 17" HP TFT 1702	2.2
			THREE WORK POSITIONS INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 17" HP TFT 1702 - HP LASERJET 1015	
			NETWORK AND ELECTRICAL EQUIPMENT INCLUDING: - - 2 SWITCH PROCURVE 24 PORTS - 1 TERMINAL SERVER 8 PORTS - 1 TELEGRAPHIC/V24 CONVERTER - 1 UPS 5KVA - 6 LIGHTNING PROTECTION	
			ONE TOWER POSITION INCLUDING: - - COMPAQ EVO D330 PC PENTIUM IV 2.4 GHz 256MHz - 17" HP TFT 1702	
			ONE VOLTAGE REGULATOR 5KVA	
		AIM SYSTEM	AIM WORKSTATION 1	2.0
			AIM WORKSTATION 2	
			LASER JET PRO M402dn	
			HP DESKJET 3050 SCANNER	
			SMART UPS 750	
			AIMFIREWALL-BARRACUDA	
			TP LINK	
			FIBER ROUTER-CISCO	
			FIBER SWITCH	
			CISCO SWITCH	
		D. RECORDER/REPRODUCER		
		VOICE RECORDER/ REPLAY	RICOCHE (SWISS)	5
II	NAVIGATIONAL AIDS	1. 118.8 VDF	DFR 1000B	6
		2. DVOR	SELEX DVOR 1150	40
		3. DME	SELEX DME 1118A/1119A	
III	SURVEILLANCE	1. ADS-B	LES INFO	15
		2..MLAT	LES INFO	45
IV	AUXILLIARY	20KVA UPS EQUIPMENT ROOM.	SERVO SERIES	0.3
		DVOR/DME S/BY GENERATOR	20KVA CUMMINS (C&G)	1.5
		60 KVA UPS	EATON	4
		TOWER BUILDING S/BY GENERATOR	70 KVA CUMMINS S3.8 ENGINE (C & G)	4
V	COOLING SYSTEMS	AIR-CONDITIONERS	VARIOUS (Qty – 10)	1.0

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
WAJIR AIRPORT

NO	FACILITY	SYSTEM	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	1. VHF AREA COVER 118.5 MHz (MAIN AND S/BY)	DTR100 SERIES	2
		2. VHF AREA COVER 124.3 MHz (MAIN AND S/BY)	DTR100 SERIES	2
		2. VHF AREA COVER 128.7 MHz (MAIN AND S/BY)	DTR100 SERIES	2
		4. VHF AREA COVER 121.3 MHz (MAIN AND S/BY)	DTR100 SERIES	2
		5. TOWER VHF 118.3 MHz (MAIN AND S/BY)	JOTRON 7000 SERIES	1.2
		6. VHF TRANSCEIVERS (WALKIE TALKIES)	ICOM	0.045
		7. RDCE	ROHDE & SCHWARZ	14
		8. VOICE RECORDER/ REPLAY	RICOCHET (SWISS)	5
		9. ATALIS II	TWO HP DL 380p g8 SERVERS EACH INCLUDING:-- PROCESSOR - INTEL 2.4GHZ. - RAM 12GB - 2 HARD DISK 300 GB. HP COMPAQ WORKSTATION- d 330 DT	2.1
		AIM SYSTEM	AIM WORKSTATION 1	2.0
			AIM WORKSTATION 2	
			LASER JET PRO M402dn	
			HP DESKJET 3050 SCANNER	
			SMART UPS 750	
			AIM FIREWALL-BARRACUDA	
			TP LINK	
			FIBER ROUTER-CISCO	
			FIBER SWITCH	
			CISCO SWITCH	
		10. VSAT-ATALIS	COMTECH	1.5
		11. VSAT-RADAR	COMTECH	1.5
		12. UPS	APC SURT 10000 XLI	0.8
II	NAVIGATIONAL AIDS	1. WAV 112.5 DVOR	THALES ATM DVOR 432B	30
		2. 1096 DME	THALES ATM DME 435	
III	SURVEILLANCE	1. M SSR	SIR_S (Q.2)	63
		2. RADAR PROCESSOR	RHP	
IV	POWER UNIT	POWER FACTOR CORRECTION UNIT	BLR-CX	0.5
		STANDBY POWER GENERATOR	C & G	4.0
		STANDBY POWER GENERATOR	60KVA CUMMINS C&G	2.5
		SOLAR POWER SYSTEM (DVOR/DME)	VARIOUS	3.5
		UPS UNIT 60KVA	EATON	4
V	COOLING SYSTEMS	AIR-CONDITIONERS	VARIOUS (Qty – 9)	0.9

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
LOKICHOGIO AIRPORT

NO	FACILITY	SYSTEM	EQUIPMENT TYPE	Total Cost (Millions)
I	COMMUNICATIONS	3. TOWER VHF 118.9 MHZ (MAIN AND S/BY)	DTR100 SERIES	2
		2.TOWER VHF 125.9 MHZ (MAIN AND S/BY)	DTR100 SERIES	2
		3.EMERGENCY VHF TRANSCEIVER	DTR100 SERIES	2
		4. VHF TRANSCEIVERS (WALKIE TALKIES)	ICOM (QTY -4)	0.18
		6.RDCE (VCCS)	MULTIFONO M600	5
		7.VOICE RECORDER/ REPLAY	WORDNET DIGITAL RECORDER	0.5
		8. ATALIS II SYSTEM	TWO HP DL 380p g8 SERVERS EACH INCLUDING: -- PROCESSOR - INTEL 2.4GHz. - RAM 12GB - 2 HARD DISK 300 GB.	2.1
			HP COMPAQ WORKSTATION- d 330 DT	
		9.AIM SYSTEM	AIM WORKSTATION 1	2.0
			AIM WORKSTATION 2	
			LASER JET PRO M402dn	
			HP DESKJET 3050 SCANNER	
			SMART UPS 750	
			AIMFIREWALL-BARRACUDA	
			TP LINK	
			FIBER ROUTER-CISCO	
			FIBER SWITCH	
			CISCO SWITCH	
		10. VSAT-ATALIS	COMTECH	1.5
		11. UPS	APC SURT 10000 XLI	0.5
III	SURVEILLANCE	ADS-B	LES TECHNOLOGY	15
IV	POWER UNIT	STANDBY POWER GENERATOR	PERKINS	1.5
		SOLAR POWER SYSTEM	CHLORIDE EXIDE	10
V	COOLING SYSTEMS	AIR-CONDITIONERS	VARIOUS (Qty – 9)	0.9

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
MUA HILLS RADAR STATION

NO	STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (millions)
I	SURVEILLANCE	1. M SSR	SIR_S (Q.2)	63
		2. RADAR PROCESSOR	RHP	
II	RADIO LINK	RADIO LINK	RADWIN 2000	4
III	POWER UNIT	• POWER FACTOR CORRECTION UNIT	BLR-CX	0.5
		• STANDBY POWER GENERATOR	TEKSAN	3
		• UPS UNIT 60 KVA	EATON	4
IV	COOLING SYSTEMS	AIR CONDITIONERS	VARIOUS (Qty -4)	0.6
V	COMMUNICATIONS	1. VHF AREA COVER 118.5 (MAIN AND S/BY)	SAGEM	0.5
		2. VHF AREA COVER 120.5 (MAIN AND S/BY)	SAGEM	0.5
		3. VHF AREA COVER 121.3 (MAIN AND S/BY)	SAGEM	0.5
		4. VHF AREA COVER 125.3 (MAIN AND S/BY)	SAGEM	0.5

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
POROR RADAR STATION

NO	STATION/SYSTEM	FACILITY	EQUIPMENT TYPE	Total Cost (millions)
I	COMMUNICATIONS	VHF AREA COVER 118.5 (MAIN AND S/BY)	DTR100 SERIES	2
		VHF AREA COVER 121.3 (MAIN AND S/BY) ACC 1	DTR100 SERIES	2
		VHF AREA COVER 128.7 MHz (MAIN AND S/BY)	DTR100 SERIES	2
II	SURVEILLANCE	1. M SSR	SIR_S (Q.2)	63
		2. RADAR PROCESSOR	RHP	
		5. ADS-B System	LES NANJING	7.5
III	V-SAT	SATELLITE TELEPHONY NETWORK	FARAWAY	1.5
		MEMOTEC UNIT	CX900	
		UPS 1KVA	MGE	
IV	POWER UNIT	POWER FACTOR CORRECTION UNIT	BLR-CX	0.5
		60 KVA UPS	EATON	4
		20KVA AVR	SERVO MATIC	0.35
		UPS 20KVA	NETPRO 31-H	0.3
		STANDBY POWER GENERATOR	CAR & GEN	4
V	COOLING SYSTEMS	AIR-CONDITIONERS	VARIOUS (Qty – 7)	0.7
VI	OTHERS	TEST EQUIPMENTS	VARIOUS (Qty -8)	2.0
		CCTV DVR + 8 cameras		0.5

AIR NAVIGATION FACILITIES INVENTORY – YEAR 2021
CENTRAL WORKSHOPS (FIELD SERVICES)

NO	FACILITY	SYSTEM	EQUIPMENT TYPE	Total Cost (Millions)
I	LOGISTICS CENTRE	FACTRON SCHLUMBERGER 635.	1. KENITEX 386SX-33 PC (LOADED WITH ZENIX OPERATING SYSTEM).	5
		CMMS		5
II	COMMUNICATIONS	VHF AREA COVER NGONG 120.5 (MAIN AND S/BY)	DTR100 SERIES	2
		VHF AREA COVER NGONG 118.5 (MAIN AND S/BY)	DTR100 SERIES	2
		VHF AREA COVER NGONG 121.3 (MAIN AND S/BY)	DTR100 SERIES	2
		VHF AREA COVER 124.3 MHz (MAIN AND S/BY)	DTR100 SERIES	2
		VHF AREA COVER NGONG 125.3 (MAIN AND S/BY)	DTR100 SERIES	2
		VHF AREA COVER LONDIANI 118.5 (MAIN AND S/BY)	JOTRON TA 5301 TX AND JOTRON RA 5201 RX	1
		VHF AREA COVER LONDIANI 121.3 (MAIN AND S/BY)	JOTRON TA 5301 TX AND JOTRON RA 5201 RX	1
		HF MOBILE SERVICES (3467, 5517, 6574, 8870, 8879, 11300,13288, 17961)	SAGEM T166 TX (Q. 3)	5
		AIM SYSTEM	HPSWITCH E3900 24G	2.0
			LAN MAC	
			LAN MAC	
			Barracuda firewall	
			Server DL 380 Gen 9x	
			APC SMART UPSX3000 & APC RBC BATTERY PACK	
			HP ELITECOMPUTER & DISPLAY	
			ALTUSCAN KEYBOARD DISPLAY	
			APCSMART UPSC1500	
III	NAVIGATIONAL AIDS	1. NGONG DVOR	SELEX DVOR 1150	20
		2. ATHI RIVER DVOR	SELEX DVOR 1150	20
		3. GARISSA DVOR	SELEX DVOR 1150	45
		4. GARISSA DME	SELEX DME 1118A/1119A	
		5. MANDERA DVOR	SELEX DVOR 1150	40
		6. MANDERA DME	SELEX DME 1118A/1119A	
		7. NAK 115.1 DVOR	THALES ATM DVOR 432B	45
		8. NAK 1122 DME	THALES ATM DME 435	
		9. EASTLEIGH 256 EA NDB	REDIFON G142	1
		10. NANYUKI 306.5 NYK NDB	REDIFON G142	1
		11. AL 379 NDB	NAUTEL NX 8000	1
IV	POWER UNITS	STANDBY POWER GENERATOR – NAKURU DVOR/DME	GESAN	1
		STANDBY POWER GENERATOR- CWS	JOHN DEERE	1
		STANDBY POWER GENERATOR- NGONG VHF	GESAN	1
		STANDBY POWER GENERATOR- NGONG DVOR	GESAN	1
		STANDBY POWER GENERATOR- GARISSA DVOR/DME	KIPOR	1
		SOLAR POWER SYSTEM – GARISSA DVOR/DME	POWERPOINT	2.4
V	COOLING SYSTEMS	AIR_CONDITIONERS (QTY- 11)	VARIOUS	1.1

AIR NAVIGATION FACILITIES AND INSTALLATIONS COUNTRY WIDE-2021

VALUE TO BE COVERED FOR EACH FACILITY

CATEGORY OF EQUIPMENTS (CNS)	FACILITIES	QTY	UNIT COVER IN KSH	TOTAL COVER KSH
COMMUNICATIONS	VHF RECEIVERS	76	500,000.00	38,000,000.00
	VHF TRANSMITTERS	74	500,000.00	37,000,000.00
	VHF RECEIVERS	4	1,750,000.00	7,000,000.00
	VHF TRANSMITTERS	4	1,750,000.00	7,000,000.00
	VHF TRANSCIEVERS	9	800,000.00	7,200,000.00
	HF RECEIVERS	12	500,000.00	6,000,000.00
	HF TRANSMITTERS	3	1,000,000.00	3,000,000.00
	RDCE (VCS eqpt)	2	20,000,000.00	40,000,000.00
	RDCE (VCS eqpt)	1	14,000,000.00	14,000,000.00
	NUCLEO ULISES5000 VCCS	2	32,000,000.00	64,000,000.00
	S.I.T.T.T MULTIPHONE VCCS	1	75,000,000.00	75,000,000.00
	S.I.T.T.T MULTIPHONE VCCS		45,000,000.00	45,000,000.00
	ATALIS SERVER	14	1,000,000.00	14,000,000.00
	ATALIS PC	37	100,000.00	3,700,000.00
	VSAT TERMINALS	15	5,000,000.00	75,000,000.00
	AMSC/AMHS	1	5,000,000.00	5,000,000.00
	VOICE RECORDER (VLS)	5	5,000,000.00	25,000,000.00
	VOICE RECORDER (VLS)	3	500,000.00	1,500,000.00
	D-ATIS (new)	1	20,000,000.00	20,000,000.00
	AIM SYSTEM	10	2,000,000.00	20,000,000.00
	AIM SYSTEM	1	100,000,000.00	100,000,000.00
	HF TX AND RX AND LAN	1	45,000,000.00	45,000,000.00
NAVIGATION	ILS/DME	3	10,000,000.00	30,000,000.00
	DVOR	2	18,000,000.00	36,000,000.00
	DVOR/DME	6	28,000,000.00	168,000,000.00
	DVOR/DME	5	10,000,000.00	50,000,000.00
	VDF	1	1,000,000.00	1,000,000.00
	VDF	3	6,000,000.00	18,000,000.00
SURVEILLANCE	RADAR (PSR + MSSR)	2	240,000,000.00	480,000,000.00
	RADAR (MSSR)	4	63,000,000.00	252,000,000.00
	EUROCAT-C (Topsky)	2	190,000,000.00	380,000,000.00
	INDRA ATM SYSTEM	1	300,000,000.00	300,000,000.00
	ADS-B (stations)	8	15,000,000.00	120,000,000.00
	MLAT (stations)	4	42,000,000.00	168,000,000.00
POWER SYSTEMS	GENERATORS	13	1,000,000.00	13,000,000.00
	REGULATORS 10KVA AND ABOVE	8	350,000.00	2,800,000.00
	REGULATORS 5KVA TO 10KVA	2	500,000.00	1,000,000.00
	REGULATORS OF LESS THAN 5KVA	5	100,000.00	500,000.00
	UPS 20KVA	8	300,000.00	2,400,000.00
	AVR 40KVA	2	500,000.00	1,000,000.00
	UPS 60KVA (NEW ELD RADAR)	2	4,000,000.00	8,000,000.00
	UPS 60KVA (NEW AT MOI)	2	4,000,000.00	8,000,000.00
	UPS 60KVA (NEW AT MALINDI)	1	4,000,000.00	4,000,000.00
	UPS 60KVA (NEW AT WILSON)	1	4,000,000.00	4,000,000.00
	UPS 60KVA (NEW AT WAJIR)	2	4,000,000.00	8,000,000.00
	UPS 60 KVA (NEW AT POROR)	1	4,000,000.00	4,000,000.00
	UPS 60KVA (NEW AT KISUMU)	1	4,000,000.00	4,000,000.00
	UPS 60KVA (NEW AT MUA)	1	4,000,000.00	4,000,000.00
	UPS 170KVA (NEW JKIA TOWER)	1	5,000,000.00	5,000,000.00
	UPS 100KVA (NEW AT JKIA RADAR)	1	4,500,000.00	4,500,000.00
	AVR 170 KVA (NEW AT JKIA TOWER)	1	4,500,000.00	4,500,000.00
	AVR 160 KVA (NEW AT JKIA RADAR)	1	4,200,000.00	4,200,000.00
	SOLAR -SYSTEM	2	4,000,000.00	8,000,000.00
	SOLAR -SYSTEM	2	2,500,000.00	5,000,000.00
AIRCONDITIONERS	WINDOW TYPE	51	100,000.00	5,100,000.00
	SPLIT TYPE	20	100,000.00	2,000,000.00
	AIR CONDITIONERS - VARIOUS	26	150,000.00	4,000,000.00
	NEW AIRCONDITIONERS -VARIOUS	18	100,000.00	1,800,000.00
TOTAL VALUE TO BE INSURED				2,764,200,000

KEY TO AIR NAVIGATION FACILITIES INVENTORY

7.0	ACC	AREA CONTROL CENTER
8.0	AFTN	AERONAUTICAL FIXED TELECOMMUNICATION NETWORK
9.0	AIS	AERONAUTICAL INFORMATION SERVICES
10.0	ANS	AIR NAVIGATION SERVICE
11.0	AMSC	AUTOMATIC MESSAGE SWITCHING COMPUTER
12.0	APP	APPROACH
13.0	ASDE	AIRPORT SURFACE DETECTION EQUIPMENT
14.0	ATC	AIR TRAFFIC CONTROL
15.0	ATIS	AIRPORT TRAFFIC INFORMATION SYSTEM.
16.0	BMS	BILLING MANAGEMENT SYSTEM
17.0	CMMS	COMPUTER MAINTENANCE MANAGEMENT SYSTEM
18.0	CVOR	CONVENTIONAL VHF OMNI DIRECTIONAL RADIO RANGE
19.0	DME	DISTANCE MEASURING EQUIPMENT
20.0	DVOR	DOPPLER VHF OMNI DIRECTIONAL RADIO RANGE
21.0	E1000	AUTOMATED INTEGRATED RADAR CONTROL FOR AIR TRAFFIC
22.0	GP	GLIDE PATH
23.0	HF	HIGH FREQUENCY
24.0	ILS	INSTRUMENT LANDING SYSTEM
25.0	JKIA	JOMO KENYATTA INTERNATIONAL AIRPORT
26.0	KVA	KILO VOLT AMPERE
27.0	LLZ	LOCALIZER
28.0	LSB	LOWER SIDE BAND
29.0	NDB	NON-DIRECTIONAL RADIO BEACON
30.0	Q	QUANTITY
31.0	RDCE	RADIO AND TELEPHONE DISTRIBUTION AND CONTROL EQUIPMENT
32.0	RX	RECEIVER
33.0	SMC	SURFACE MOVEMENT CONTROL
34.0	SSR	SECONDARY SURVEILLANCE RADAR
35.0	TX	TRANSMITTER
36.0	UPS	UNINTERRUPTIBLE POWER SUPPLY
37.0	VDF	VHF DIRECTIONAL FINDER
38.0	VDU	VISUAL DISPLAY UNIT
39.0	VHF	VERY HIGH FREQUENCY
40.0	ADS-B	AUTOMATIC DEPENDENT SURVEILLANCE-BROADCAST

5. CLASS OF POLICY**ALL RISKS (COMPUTER & ACCESSORIES)**

This policy will cover all ICT equipment including computers, laptops, servers, switch boards, switches, cables, routers, UPSs, tablets, projector from the following risks: -

- Power surge
- Vandalism
- Theft
- Accidental damage while under repair
- Natural disaster
- Fire
- Political violence
- Terrorism activities
- Riots
- Strikes
- Civil commotion

PERIOD	1 st March 2022 to 29 th February 2024 (both days inclusive)
INTEREST	Various ICT computers and accessories
SUM INSURED	Kshs. 449,703,506.00
SPECIAL CONDITIONS	No exclusions
LIMITS OF LIABILITY	Actual value of damage/loss or cost of replacement
ANNUAL PREMIUM	-----
INSURER	-----

ICT ASSETS TO BE INSURED – 2022/2024

ICT ASSETS TO BE INSURED – 2022/2024			
1.0 DESKTOPS			
MAKE	QTY	UNIT PRICE	TOTAL
DELL	45	35,000	1,575,000
HP	486	100,000	48,600,000
LENOVO V50T	45	115,000	5,175,000
HP ALL IN ONE DESKTOPS	122	180,000	21,960,000
TOTAL			77,310,000
2.0 LAPTOPS			
MAKE	QTY	UNIT PRICE	TOTAL
HP	275	100000	27,500,000
HP ELITE BOOK 755 G5	1	266,800	266,800
LENOVO Z50-70	36	100,000	3,600,000
MICROSOFT SURFACE BOOK	4	240,000	960,000
MICROSOFT SURFACE BOOK	7	300,000	2,100,000
MICROSOFT SURFACE BOOK	1	450,000	450,000
MICROSOFT SURFACE PRO	1	250,000	250,000
HP PROBOOK 450 G5	1	155,000	155,000
LENOVO IDEAPAD 330	45	100,000	4,500,000
LENOVO X1 YOGA	8	350,000	2,800,000
TOTAL			42581800
3.0 SCANNERS			
MAKE	QTY	UNIT PRICE	TOTAL
CANON	8	12,000	96,000
EPSON	1	8,000	8,000
HP	35	20,000	700,000
KODAK	11	200,000	2,200,000
TOTAL			3,004,000
4.0 PHOTOCOPIERS			
MAKE	QTY	UNIT PRICE	TOTAL
CANON	3	400,000	1,200,000
KYOCERA	19	400,000	7,600,000
KYOCERA HEAVY DUTY	14	1,400,000	19,600,000
RICOH	15	250,000	3,750,000
SHARP	1	300,000	300,000
TOTAL			32,450,000
5.0 PRINTERS			
MAKE	QTY	UNIT PRICE	TOTAL
HP-standard	145	40,000	5,800,000
HP-Heavy duty	35	90,000	3,150,000
HP-Heavy duty	3	115,000	345,000
HP 4 in one	1	80,000	80,000
Color Printers	22	50,000	1,100,000

EPSON	3	45,000	135,000
KYOCERA STANDARD	23	40,000	920,000
KYOCERA HEAVY DUTY	3	90,000	270,000
TOTAL			11,800,000
6.0 PROJECTORS AND SMART BOARDS			
MAKE	QTY	UNIT PRICE	TOTAL
SONY	38	230,000	8,740,000
NEC	2	146,000	292,000
Smart Board	2	1,300,000	2,600,000
OPTOMA	2	150,000	300,000
TOTAL			11,932,000
7.0 FAXES			
MAKE	QTY	UNIT PRICE	TOTAL
PANASONIC	5	15,000	75,000
TOTAL			75,000
8.0 TYPEWRITER			
MAKE	QTY	UNIT PRICE	TOTAL
RICOH	1	83,000	83,000
TOTAL			83,000
9.0 SERVERS			
MAKE	QTY	UNIT PRICE	TOTAL
DELL R720	1	1200000	1,200,000
IBM x3650	10	1500000	15,000,000
HP SERVERS	3	2000000	6000000
EMC STORAGE (Lot)	1	13,000,000	13,000,000
RDRS SERVERS	3	4,200,000	12,600,000
EXAMINATION SERVERS	1	3,280,000	3,200,000
EMC STORAGE ARRAY-RDRS	1	7,000,000	7,000,000
TOTAL			58,080,000
10.0 ROUTERS			
MAKE	QTY	UNIT PRICE	TOTAL
CISCO 2800, 881 SERIES	15	300,000	4,500,000
CISCO HIGH END 3900 SERIES	2	800,000	1,600,000
CISCO HIGH END 3900 SERIES-RDRS	2	2,500,000	5,000,000
TOTAL			11,100,000
11.0 SWITCHES			
MAKE	QTY	UNIT PRICE	TOTAL
CISCO 2900,2600,3500 AND 3650 SERIES	37	180,000	6,660,000
CISCO HIGH END 3700 SERIES	4	400,000	1,600,000
CISCO HIGH END 3800 SERIES	1	1,500,000	1,500,000
Cisco Switch : WS-C3650-24PS	3	400,000	1,200,000
Nexus 31108-VXLAN, 48x	1	3,000,000	3,000,000
Nexus 9300 – 48p 10/25G	1	3,000,000	3,000,000
Cisco SMB switch- SF300-24PP	1	200,000	200,000
NEXUS 9500 SPINE SWITCH WITH ACCESSORIES	1	18,500,000	18,500,000
TOTAL			35,660,000
12.0 PABX			

MAKE	QTY	UNIT PRICE	TOTAL
ALCATEL AND ACCESSORIES	2	4,000,000	8,000,000
PANASONIC AND ACCESSORIES	3	250,000	750,000
CISCO 3945 ROUTER AND PHONES	1	6,000,000	6,000,000
PANASONIC NS500 PABX	4	1,900,000	7,600,000
TOTAL			22,350,000
13.0 AIR CONDITIONER			
MAKE	QTY	UNIT PRICE	TOTAL
LG/GENERAL	3	180000	540,000
INDUSTRIAL AIRCONDITIONERS-EXAMINATION	2	1,000,000	2,000,000
RDRS/HQS DATA CENTRES AIR CONDITIONER	5	5,000,000	25,000,000
TOTAL			27,540,000
14.0 TABLET COMPUTERS/PHONES			
MAKE	QTY	UNIT PRICE	TOTAL
SAMSUNG TABLET	142	80,000	11,360,000
SAMSUNG GALAXY BOOK	1	235,000	235,000
IPHONE 7 PLUS	1	105,000	105,000
ONE PLUS 5 PHONE	1	80,000	80,000
SAMSUNG S6 EDGE PHONES	3	90000	270,000
SAMSUNG NOTE 5	4	80000	320,000
SAMSUNG S8+ PHONE	1	90,000	90,000
Samsung Galaxy Note 9	1	105000	105000
Samsung Galaxy Note 8	1	139000	139000
SAMSUNG GALAXY TAB S6	14	54,000	756,000
SAMSUNG GALAXY Tab S5e	10	94,500	945,000
SAMSUNG Galaxy S20 Ultra Phone	1	146,245	146,245
Samsung Galaxy S10 Plus	1	106,000	106,000
Samsung Galaxy Note 10 Plus	1	120,000	120,000
SAMSUNG Galaxy Tab 7 plus	1	185,600	185,600
Samsung Galaxy Note S20 FE	1	117,850	117,850
iPhone 13 Pro Max	1	220,000	220,000
SAMSUNG Galaxy S20 Ultra Phone 256GB	1	145,000	145,000
SAMSUNG Galaxy S20 Ultra Phone 512GB	1	178,000	178,000
iPhone 12 Pro Max	1	190,000	190,000
TOTAL			15,813,695
15.0 UPS/AVR			
3 KVA	2	120,000	240,000
1 KVA	55	15,000	825,000
800 VA	350	10,000	3,500,000
5 KVA APC UPS	6	200,000	1,200,000
6 KVA APC UPS	3	200,000	600,000
10 KVA UPS	1	1,300,000	1,300,000
20 KVA UPS	1	2,000,000	2,000,000
100KVA AVR	1	2,500,000	2,500,000
30KVA RDRS/HQS DATA CENTERS UPSs	4	2,700,000	10,800,000
30KVA UPS EXAMINATION	1	2,700,000	2,700,000
30 KVA Carta UPS	2	1,200,000	2,400,000
Total			28,065,000
16.0 SHREDDERS			
SHREDDERS	53	38,000	2,014,000
Total			2,014,000
17.0 CCTV			

IP CAMERAS, NVR and Accessories-RDRS & HQS Data Centers, HQS	1 Lot	2,000,000	2,000,000
HIKVISION/AXIS IP CCTV System – cameras, NVR and Video Management Software EASA	1 Lot	1,000,000	1,000,000
Total			3,000,000
18.0 LAN			
LAN INFRASTRUCTURE- HQS,JKIA,WILSON,EASA,MOMBASA,MALINDI,ELDORET,KISUMU,L OKICHOOGIO,WAJIR,WILSON EASA CAMPUS	1 LOT	20,000,000	20,000,000
Total			20,000,000
19.0 Fire wall			
Check point Firewall HQS	1	4,800,000	4,800,000
Check point-RDRS	1	4,800,000	4,800,000
Fortinet Firewall EASA	1	11,013,411	11,103,411
Total			20,703,411
20.0 Audio Visual Equipment			
Audio Visual Equipment	1 Lot	5,000,000	5,000,000
Total			5,000,000
21.0 Library Bindery Equipment	1 Lot	14,000,000	14,000,000
Total			14,000,000
Grand total KSH.			449,703,506.00

6. CLASS OF POLICY: - MONEY INSURANCE

This policy is expected to cover the Authority's money either in cash or in cheque form at the cash officer or on transit to and from the office in the custody of all the authorized officers.

- To cover loss of money / securities and damaged safes as declared
 - Money in hands of staff Kshs. 14,000,000.00 any one time
 - Cash in transit Kshs. 14,000,000.00 any one time
 - Cash in premises during and outside business hours Kshs. 14,000,000.00
 - Damage to safe or strong room Kshs. 500,000.00
 - Damage to employees clothing and personal effects due to assault Kshs. 100,000.00
 - Cover against fire, explosion, earthquake and all such perils
 - Indemnity to employees – discovery period 90 days
 - Discovery period 12 months after termination of employment, or 18 months within lapse of the policy
 - Policy to have a cancellation notice of at least 60 days
 - Policy to cover against riots, strikes and Civil Commotion
 - Automatically cover additional staff during the period of policy
 - Cover legal cases against employees if required by insurer

PERIOD	1 st March 2022 to 29 th February 2024 (both days inclusive)
SUM INSURED	Kshs. 12,600,000.00
SPECIAL CONDITIONS	No exclusions
LIMITS OF LIABILITY	Actual value of damage/loss or cost of replacement
ANNUAL PREMIUM	-----
INSURER	-----

7.0 CLASS OF POLICY FIDELITY GUARANTEE

This policy is to cover the Authority against loss of cash entrusted to authorized officers.

PERIOD 1st March 2022 to 29th February
2024 (both days inclusive)

INTEREST/ AMOUNT OF GUARANTEE

Item No.	Occupation of employees	Amount of Guarantee (Ksh)	Total Amount Of
Guarantee			
1	Director General(1)	15,000,000.00	15,000,000.00
2.	Cheque Signatories(4)	15,000,000.00	60,000,000.00
3.	Account Manager(4)	10,000,000.00	40,000,000.00
4.	Credit manager(3)	10,000,000.00	30,000,000.00
5.	Cashiers(4)	200,000.00	800,000.00
6.	Purchasing/Stores Clerks(5)	600,000.00	3,000,000.00
7	Accounts Clerks(1)	500,000.00	500,000.00
Total			149,300,000.00

SUM INSURED Kshs. 149,300,000.00

SPECIAL CONDITIONS **No exclusions**

LIMITS OF LIABILITY **Actual value of loss or cost of
replacement**

ANNUAL PREMIUM

8.0 CLASS OF POLICY AVIATION LIABILITY COVER

This policy will cover all risks arising from Air Navigational Services Officer's errors pertaining to air navigation service rules, regulations, procedures and instructions, and their applicability arising out of Kenya Civil Aviation Authority's Air Navigation Service aviation activity.

The liability will be applicable to all air navigation personnel providing services within the Air Navigation Service providers area of jurisdiction and in "other states" as may be agreed upon between Kenya Civil Aviation Authority and those "other states".

The risks covered will include bodily injury and property damage both as a result to an aircraft accident or occurring during an aircraft accident arising out of errors or omissions of insured while exercising privileges as indicated in the Kenya Civil Aviation Authority issued license.

POLICY NAME	AVIATION LIABILITY COVER
PERIOD OF INSURANCE	1 st March 2022 to 29 th February 2024 (both days inclusive)
SCOPE OF COVER	Bodily injury/property damage
SUM INSURED/ TOTAL VALUE	US\$300,000,000.00
SPECIAL CONDITIONS IF ANY	NONE

SUM INSURED US\$ 300,000,000.00

SPECIAL CONDITIONS **No exclusions**

LIMITS OF LIABILITY **Actual value of damage, loss or cost of replacement**

ANNUAL PREMIUM Kshs. -----

INSURER -----

NB:-

- **Quotations for this category of policy must be done in US Dollars.**
- **Please refer to the attached Air Traffic Control Liability Insurance Proposal Form filled by KCAA for your information and reference as you prepare your bid.**



Kenya Civil Aviation Authority

Air Traffic Control Liability Insurance Proposal Form

Insured Information

1. Full name and address of applicant: KENYA CIVIL AVIATION AUTHORITY (KCAA).

Please list any subsidiaries to be named on the insurance documentation: NONE

Insured's web site address: WWW.KCAA.ORG.KE

Contact name: A.g MANAGER AIR TRAFFIC SERVICES (MR. ALFRED WAGURA).

Contact telephone number: +254 20 6827470-5

Email contact: awagura@kcaa.or.ke

2. Nature of the Insured's business: CIVIL AVIATION REGULATION AND THE PROVISION OF AIR NAVIGATION SERVICES.

3. Period of cover required: 1ST March 2022 TO 28TH FEBRUARY 2024

4. Limit of Liability required: USD 300,000,000.00

Risk Details

1. For how long have you been undertaking Air Traffic Control (ATC) operations?
FOR 26 YEARS SINCE 1999.

2. How many ATC Centers do you operate: ONE CENTRE

3. Where is each center located: THE CENTER IS IN NAIROBI

4. What is the area of responsibility including which Airports;

- a. THE NAIROBI AREA CONTROL CENTER/ FLIGHT INFORMATION CENTER IN CHARGE OF THE ENTIRE AIRSPACE WITHIN THE FLIGHT INFORMATION REGION OUTSIDE THE TERMINAL AREAS LOCATED AT JOMO KENYATTA INTERNATIONAL AIRPORT.
- b. NAIROBI APPROACH WHICH IS IN CHARGE OF NAIROBI TERMINAL CONTROL AREA SERVING THE AIRPORTS OF JOMO KENYATTA INTERNATIONAL AIRPORT, WILSON AIRPORT AND EASTLEIGH AIRPORT.
- c. MOMBASA APPROACH WHICH IS IN CHARGE OF MOMBASA TERMINAL CONTROL AREA SERVING THE AIRPORTS OF MOI INTERNATIONAL AIRPORT, MALINDI AIRPORT AND DIANI AIRPORT.

- d. ELDORET APPROACH WHICH IS IN CHARGE OF ELDORET TERMINAL CONTROL AREA SERVING THE AIRPORTS OF ELDORET INTERNATIONAL AIRPORT AND KISUMU AIRPORT.
 - e. WAJIR APPROACH WHICH IS IN CHARGE OF WAJIR TERMINAL CONTROL AREA SERVING THE AIRPORTS WAJIR.
 - f. JOMO KENYATTA CONTROL TOWER WHICH IS IN CHARGE OF AREA "C" OF NAIROBI CONTROL ZONE.
 - g. WILSON CONTROL TOWER WHICH IS IN CHARGE OF AREA "B" OF NAIROBI CONTROL ZONE.
 - h. MOMBASA CONTROL TOWER WHICH IS IN CHARGE OF MOMBASA CONTROL ZONE.
 - i. DIANI TOWER WHICH IS IN CHARGE OF DIANI TRAFFIC CIRCUIT.
 - j. MALINDI CONTROL TOWER WHICH IS IN CHARGE OF MALINDI CONTROL ZONE.
 - k. WAJIR CONTROL TOWER WHICH IS IN CHARGE OF WAJIR CONTROL ZONE.
 - l. LOKI CONTROL TOWER WHICH IS IN CHARGE OF LOKICHOGGIO CONTROL ZONE.
 - m. ELDORET CONTROL TOWER WHICH IS IN CHARGE OF ELDORET CONTROL ZONE.
 - n. KISUMU CONTROL TOWER WHICH IS IN CHARGE OF KISUMU CONTROL ZONE.
 - o. RESCUE COORDINATION CENTRE WHICH IS IN-CHARGE OF SEARCH AND RESCUE MISSION COORDINATION-LOCATED IN NAIROBI
5. **Does the center have any responsibility for over flying traffic? If yes provide details of the area of responsibility;**
YES: RESPONSIBILITY IS WITHIN THE NAIROBI FLIGHT INFORMATION REGION
 6. **At what distance do you assume control of incoming aircraft and relinquish control of outgoing aircraft?** AT ALL DESIGNATED WAYPOINTS ALONG THE BOUNDARY OF THE NAIROBI FLIGHT INFORMATION REGION INCLUDING BOUNDARY OF DELEGATED AIRSPACE.
 7. **Who takes over ATC when you relinquish control of aircraft?** THE DESIGNATED AIR NAVIGATION SERVICE PROVIDER IN THE NEIGHBOURING FLIGHT INFORMATION REGION i.e. AREA CONTROL CENTERS IN KHARTOUM, ENTEBBE, DAR ES SALAAM, SEYCHELLES, ADDIS ABABA AND MOGADISHU including AS PER LETTERS OF AGREEMENT, APPROACH CONTROL OFFICE IN KILIMANJARO AND DAR ES SALAAM.
 8. **Is the airspace divided into upper and lower airspace for control purposes?** YES. UPPER AIRSPACE WHICH IS FROM 28, 500 FEET ABOVE MEAN SEA LEVEL AND LOWER AIRSPACE WHICH IS BELOW 28, 500 FEET FROM MEAN SEA LEVEL.
 9. **What flight level is the dividing line between upper airspace and lower airspace?** FL285.
 10. **How military and civil interaction of ATC is achieved through the control Centers?** THROUGH CIVIL MILITARY COORDINATION AND USE OF: 1. MILITARY LIAISON PERSONNEL STATIONED AT THE CONTROL CENTER, AND IN ALL CONTROL TOWERS. 2. DEDICATED COMMUNICATION LINKS TO ATS MILITARY UNITS. 3. DEDICATED SURVEILLANCE LINKS TO MILITARY ATS UNITS. *NOTE: MILITARY IN THIS CONTEXT INCLUDES PARAMILITARY.
 11. **Are military controllers in the ATC for liaison purposes? If so whose authority do, they operate?** YES; THEY OPERATE UNDER MILITARY AUTHORITY AIR TRAFFIC CONTROLLERS WILL COORDINATE ALL REQUIRED ACTIVITIES/ INSTRUCTIONS FROM THEIR SUPERIORS; DURING TRAINING THEY OPERATE UNDER THE AUTHORITY OF KCAA, BUT CAN PROVIDE LIAISON SERVICES WHEN NEED ARISES.
 12. **If applicable do you control airside vehicular movements?** YES.
If yes to what extent (the crossing of taxi and runways) and is this done by the same personnel who control aircraft?

VEHICULAR MOVEMENT CONTROL IS ONLY DONE WITHIN THE MANOEUVRING AREA OUTSIDE THE APRON/ RAMP AREA. THIS IS DONE BY AN AIR TRAFFIC CONTROLLER ALSO CONTROLLING AIRCRAFT WITHIN THE VICINITY OF THE AIRPORT EXCEPT FOR WILSON TOWER WHERE GROUND CONTROL UNIT HAD BEEN IMPLEMENTED.

13. Is heating, ventilation and cooling provided in the tower? YES

14. Is the tower sound proofed? YES

15. State type of radar in use indication whether this is primary or secondary surveillance radar?

a. PRIMARY RADARS IN TWO SITES:

- i. NAIROBI TERMINAL CONTROL AREA AND
- ii. MOMBASA TERMINAL CONTROL AREA.

b. SECONDARY SURVEILLANCE MODE IN SIX SITES:

- i. NAIROBI,
- ii. MOMBASA,
- iii. MUA,
- iv. POROR,
- v. ELDORET AND
- vi. WAJIR

c. SURFACE MOVEMENT SURVEILLANCE IN FIVE SITES:

- i. JOMO KENYATTA INTERNATIONAL AIRPORT (SURFACE MOVEMENT AND CONTROL GUIDANCE SYSTEM),
- ii. MOI INTERNATIONAL AIRPORT (MULTILATERATION)
- iii. WILSON AIRPORT (MULTILATERATION)
- iv. KISUMU AIRPORT (MULTILATERATION) AND
- v. MALINDI AIRPORT (MULTILATERATION)

d. AUTOMATIC DEPENDENCE SURVEILLANCE -CONTRACT (ADS-C) LOCATED WITHIN THE AREA CONTROL CENTER/ FLIGHT INFORMATION CENTER.

e. AUTOMATIC DEPENDENCE SURVEILLANCE -BROADCAST (ADS-B) LOCATED IN EIGHT (8) SITES:

- i. LOKICHOGGIO,
- ii. WAJIR,
- iii. POROR,
- iv. ELDORET,
- v. MUA,
- vi. NAIROBI,
- vii. MALINDI
- viii. MOMBASA

16. Does the radar provide full coverage over the whole of the area? YES

17. Are computers used for Air Traffic Control function? If so, state type of system and how long in use. YES.

a. TOPSKY USING UNIX SYSTEM FOR MORE THAN TEN (10) YEARS.

b. IBROSS USING UNIX SYSTEM FOR ABOUT THREE (3) YEAR IN WILSON AIRPORT.

18. **Is full overlapping provided for VHF Omnidirectional Radio Range Stations (VOR's) currently installed on your airway network?** YES
19. **Are standby VORs provided?** YES
20. **Is standby power available at the VOR site?** YES
21. **What direct user to user telephone service is provided between Air Traffic Control Centers and also between Air Traffic Control Centers and airports within defined areas?** DEDICATED AIR TRAFFIC SERVICE /DIRECT SPEECH LINES EITHER ON FIBRE AND/OR VSAT
22. **Does the Air Traffic Control Centre have standby power supplies and battery operated emergency lighting?** YES
23. **If applicable is there a full view of the maneuvering area from the tower?** YES.
24. **Are approach control and aerodrome services provided?** YES.
25. **Is radar used for approach control? If so, indicate type and operational cover given.** YES. BOTH PRIMARY AND SECONDARY MODE S RADARS WITHIN A RANGE OF 80NM IN AN INTEGRATED COVERAGE IN JOMO KENYATTA AND MOMBASA. THIS IS COMPLIMENTED BY USE OF ADS-B
26. **Is radar used for any other use at the airfield?** YES. SMCGS INSTALLED ON TOP OF JOMO KENYATTA CONTROL TOWER AND MLAT IN MOMBASA, MALINDI, WILSON and KISUMU FOR SURFACE MOVEMENT AND CONTROL GUIDANCE DURING PERIODS OF POOR VISIBILITY AND AT NIGHT.
27. **Is any Secondary Surveillance Radar in use?** YES.
28. **Is closed circuit television used for any purpose?** YES, FOR SECURITY
29. **Are State radio facilities provided?** YES.
30. **Are the radio / telephone transmissions recorded?** YES
31. **What direct telephone circuits are provided?** DIRECT TELEPHONE LINES TO ALL CONTROL UNITS VIA A VOICE COMMUNICATION CONTROL SYSTEM (VCCS) FOR COORDINATION INCLUDING NEIGHBORING AIR TRAFFIC SERVICE UNITS.
32. **Is there direction finding (DF) equipment available?** YES

Flight Details

Please advise the following:

1) Aircraft numbers split as follows:

Aircraft Movements	Previous 12 months (February 2021-2022)	Next 12 months (February 2022-2023)
Take off/landings	200,520 movements	210,546 movements
Over flights	62,500 movements	65,625 movements
Total	263,020 movements	276,171 movements

NB:

- i) For the period 2021-2022, the figures used for the last three months are based on projections.
- ii) The projection growth rate is 5 %

2) Statistics and details of near misses during previous 12 months, for example "procedural" or "near collision",

TEN (11) AIR PROXIES REPORTED AND ANALYSED FROM JANUARY 2021 TO, DECEMBER 2021.

3) If military or civilian aircraft were involved, please confirm the distance between aircraft, and any other relevant information.

- a) TWO (2) INCIDENTS WERE OF RUNWAY INCURSION, TWO (2) INCIDENTS WERE DUE TO TRAINING FLIGHTS AND EIGHT (7) INCIDENTS WERE DUE TO RATE OF CLOSURE BY AIRCRAFT DURING CLIMB AND DESCEND RESULTING TO TCAS-RA

4) Are near misses categorised? If yes, what are the categories? YES

- a) RISK OF COLLISION
- b) SAFETY NOT ASSURED.
- c) NO RISK OF COLLISION OR RISK NOT DETERMINED.

Control Officer Details

1. **How many staff are normally on duty at any one time?** ON AVERAGE TWO (2) PER UNIT.

2. **How many staff are on duty at busy periods?** TWO (2) PER UNIT WITH EXCEPTION OF APPROACH JKIA WHICH HAS THREE (3) CONTROLLERS AND WILSON WHICH HAS FOUR (4) CONTROLLERS DUE TO TRAFFIC CONFIGURATION.

3. **What is the normal watch keeper/shift period?**

MORNING: 7.00AM TO 1.00PM
AFTERNOON: 12.30PM TO 19.30PM

NIGHT SHIFT DIVIDED INTO TWO: 19.00PM TO 0100AM &
0030AM TO 0730AM

*NOTE: WILSON TOWER SHIFT PATTERN IS:

- a. 06:00 AM TO 11:30 AM
- b. 11:15 AM TO 4:30 PM AND
- c. 4:15 PM TO 8:30 PM

4. **How many control officers are employed in total?** ONE HUNDRED AND NINETY-TWO (192) CONTROLLERS.

5. **What is your average staff turnover?** FIVE (5) PER YEAR.

6. **What procedures are in place to monitor a controller's performance? How do they compare to that of the CAA / FAA?** 1. PROFICIENCY/ VALIDATION CHECKS EVERY SIX (6) MONTHS. THIS IS SIMILAR TO OTHER CAA/FAA AND AS RECOMMENDED BY ICAO. 2. PERIODIC COMPETENCY CHECKS

7. **What recurrent training do the controllers undergo?** REFRESHER AND PROFICIENCY/ VALIDATION TRAINING.

8. **What is the average controller experience?** ELEVEN (11) YEARS.

General

1. Have you ever had a claim in respect of an aviation liability which was paid by your Insurers or would have given rise to a claim under an insurance policy if one had been in force? **NO**

If yes provide details including sum claimed/loss amount: **N/A**

2. Any other information which you consider relevant. (Attach further sheets if necessary).
NONE

Declarations (format this!)

Has any insurance company or underwriter ever in connection with any aviation liability insurance:

- | | |
|----|--|
| a. | Declined your proposal? No |
| b. | Refused to renew your policy? No |
| c. | Cancelled your policy? No |
| d. | Required an increased premium or imposed any special conditions at any time? No |

(If any of the answers to any of the above is "yes" please provide full details.
N/A

I/we declare to the best of my/our knowledge and belief the above statements are true and that no material information has been withheld. Signing this form shall be the basis of the contract should a policy be issued.

Signed _____

Capt. Gilbert M Kibe

Position in the Authority:

Director General

Dated: _____

LOT 2 (INSURANCE UNDERWRITERS)

	PARTICULARS OF INSURANCE	PROPOSED EXPIRY DATE	USER	RISK COVERED
1	Group Personal Accident (Staff and Board of Directors) Insurance	29 th February 2024	MHR & A	Accident
2	Group Life and Last Expense Insurance	29 th February 2024	MHR & A	Life
3	Work Injury Benefits Act (WIBA)	29 th February 2024	MHR & A	Injury

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

The policy is to cover 751 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 2022 to 29th February 2024 (both days inclusive)

SPECIAL CONDITIONS: - **No exclusions**

LIMITS OF LIABILITY **Actual insured value as per the outlined benefits per member**

SUM INSURED: - **Kshs. 7,256,266,080.00** (as at December, 2021)

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.

2. CLASS OF POLICY: - GROUP LIFE INSURANCE

This policy is meant to cover all the members of KCAA staff (751) 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 751 members of staff.

- Employees 751
- Spouses 574
- Children 1,387

PERIOD OF INSURANCE: - 1st March 2022 to 29th February
2024 (both days inclusive)

SUM INSURED: - **Kshs. 7,256,266,080.00** (as at December, 2021)

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.

3. 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. 1,451,253,216.00 as at December, 2021.

PERIOD OF INSURANCE: -	1 st March 2022 to 29 th February 2024 (both days inclusive)
SUM INSURED: -	Kshs. 1,451,253,216.00 one year's basic salary (as at December 2021)
SPECIAL CONDITIONS: -	SPECIAL CONDITIONS: -

No exclusions

LIMITS OF LIABILITY	Actual insured value (96 months' basic salary at the time of incident as per the requirements of the Act)
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ANNUAL PREMIUM: -	Kshs. -----
INSURER: -	-----

BENEFITS	96 months' basic salary per beneficiary as per the requirements of the Act)
----------	--

SUMMARY OF THE CLASS OF POLICIES AND VALUE TO BE INSURED**LOT 1 (INSURANCE BROKERS)**

No.	Particulars of Insurance	Value to be insured in Kshs.	Risks to be covered
1	Motor Vehicle Insurance Policy	297,714,970.00	Comprehensive
2	Burglary Insurance	100,000,000.00	Loss & Damage
3	Public Liability	10, 000,000.00	All Risks
4	All Risks / Fire and Perils for various Air Navigation Equipment, Head Office Building, East African School of Aviation Buildings, Staff Houses and furniture in various sites within the Republic of Kenya.	12,940,614,996.52	All Risks
5	ICT computers and accessories	449,703,506.00	All Risks
6	Money Insurance	12,600,000.00	All Risks
7	Fidelity Guarantee	149,300,000.00	Loss
8	Aviation Liability	US \$ 300,000,000.00	Professional negligence

LOT 2 (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	7,256,266,080.00	Accident
2	Group Life and Last Expense Insurance	7,256,266,080.00	Life
3	Work Injury Benefits Act (WIBA)	1,451,253,216.00	Injury

1. SCHEDULE OF REQUIREMENTS UNDER LOT 1 (INSURANCE BROKERS)

[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [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	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7)
LOT NO 1	Motor Vehicle Insurance Policy	As per terms of reference	As per terms of reference				
LOT No 2	Burglary Insurance	As per terms of reference	As per terms of reference				
LOT No 3	Public Liability	As per terms of reference					
LOT No 4	All Risks / Fire and Perils for various Air Navigation Equipment, Head Office Building, East African School of Aviation Buildings, Staff Houses and furniture in various sites within the Republic of Kenya.	As per terms of reference	As per terms of reference				
LOT No 5	ICT computers and accessories	As per terms of reference	As per terms of reference				
LOT No 6	Money Insurance	As per terms of reference	As per terms of reference				
LOT No 7	Fidelity Guarantee	As per terms of reference	As per terms of reference				
LOT No 8	Aviation Liability	As per terms of reference	As per terms of reference				
No 3	Total Tender Price for Insurance Service to be transferred to the form of tender inclusive of all applicable taxes						

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

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

Date*[insert date]*

2 SCHEDULE OF REQUIREMENTS UNDER LOT 2 (INSURANCE UNDERWRITERS)

[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [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	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7)
LOT NO 1	Group Personal Accident (Staff and Board of Directors) Insurance	As per terms of reference	As per terms of reference				
LOT No 2	Group Life and Last Expense Insurance	As per terms of reference	As per terms of reference				
LOT No 3	Work Injury Benefits Act (WIBA)	As per terms of reference					
	Total Tender Price for Insurance Service to be transferred to the form of tender inclusive of all applicable taxes						

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

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

Date*[*

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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become in solvent 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 Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 sole

remuneration 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity 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 Procuring Entity 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>The Parties to the Contract are:</p> <p>The Procuring Entity is Kenya Civil Aviation Authority, P. O. Box 30163-00100, Nairobi.</p> <p>The Insurance Provider is The Successful Bidder</p> <p>The contract name is Provision of Various Insurance Covers by Underwriters and Brokers for Two Years</p>
1.4	<p>For <u>notices</u>, the Procuring Entity's address shall be: Attention: Manager Procurement</p> <p>Kenya Civil Aviation Authority Procurement Office, Ground Floor, Aviation House, Jomo Kenyatta International Airport, P.O. Box 30163-00100 Nairobi Email: procurement@kcaa.or.ke Tel:- 020827470-5, +254 709725000</p>
1.6	<p>The Authorized Representatives are:</p> <p>Director General Kenya Civil Aviation Authority P.O. Box 30163-00100 Nairobi Email: procurement@kcaa.or.ke Tel:- 020827470-5, +254 709725000</p> <p>For the Insurance Provider: <u>TO BE DETERMINED AFTER EVALUATION</u></p>
2.1	The date on which this Contract shall come into effect is 1ST MARCH 2022
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date 1st MARCH 2022</p> <p>Completion or Expiry Date 29TH FEBRUARY 2024</p> <p>Duration of the coverage Two Years Subject To Successful Provision Of Services In The First Year</p>
3.2.3 (c)	After the termination of this Contract, the activities are: To be determined by the Authority
3.6.1	<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>
6.2 – 6.3	<p>Contract Price is to be determined after evaluation</p> <p>The price shall be made in one lump sum on contract signature per year based on the evaluated price of the successful bidder</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.4	Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____% per month. To be advised during contract signing
8.4.1	<p>The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i> shall be as follows: <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p>(i) <i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</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.: _____ [insert identification

no] Name of the Assignment: _____ [insert name of the assignment]

to: _____ [insert complete name of Procuring Entity]

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

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	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)
<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:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]