

KENYA WILDLIFE SERVICE

TENDER FOR PROVISION OF AVIATION INSURANCE
BROKERAGE SERVICES (AVIATION POLICIES FOR
YEAR- 2020/2021, 2021/2022)

Jan 2020

TENDER NUMBER: KWS/OT/ADMIN/11/2019-2020

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Section A: INVITATION TO TENDER

TENDER NO. KWS/OT/ADMIN/11/2019-2020

PROVISION OF AVIATION INSURANCE BROKERAGE SERVICES (AVIATION POLICIES FOR YEAR- 2020/2021, 2021/2022)

1. Kenya Wildlife Service invites sealed bids from interested and eligible Brokers (Tenderer) for the provision of Aviation Insurance Brokerage Services.
2. Tender documents containing detailed specifications can be downloaded for free from our website; www.kws.go.ke Communication in regard to the tender must be in writing through email address; hps@kws.go.ke .
3. All clarifications and /or amendments will be published in the KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.
4. All Tenders must be accompanied by an Original bid security of Ksh **300,000(Three hundred thousand shillings)** issued in Kenya shilling or a freely convertible currency and in the form of Bank guarantee in the prescribe format The bid security should be issued in Kenya shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender.
5. There will be a pre-bid conference to be held on 28-Jan-202 starting at 10.00 AM in KWS HQS, boardroom.
6. Complete Tender documents in plain sealed envelopes clearly marked “TENDER NO.KWS/OT/ADMIN/11/2019-2020 - **PROVISION OF AVIATION INSURANCE BROKERAGE SERVICES (AVIATION POLICIES FOR YEAR- 2020/2021, 2021/2022)** should be addressed to The Director General, Kenya Wildlife Service, P.O. Box 40241 NAIROBI and deposited in the tender box at the main reception (KWS headquarters) notate than 12.00 Noon on **05th February 2020**.
7. Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

Head of Supply Chain Management,

KENYA WILDLIFE SERVICE

21-January-2020

Section B:INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible to participate in public procurement as described in the tender documents. The tenderer is invited to submit a Technical Proposal and a Financial Proposal for the Brokerage services required. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.2 Communication in regard to this tender must be in writing. The tenderer will not make any attempt to contact a KWS officer other than as indicated in paragraph 2 above. Canvassing will lead to automatic disqualification.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices. In pursuance of this policy,
 - a) KWS defines for the purpose of this provision, the terms set forth below as follows:-

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

“Fraudulent practice” means a misrepresentation of facts in order to influence the action of public official in the selection process, and includes collusive practices among Brokers designed to establish prices at artificial, noncompetitive levels and to deprive the KWS the benefits of free and open competition.
 - b) Will reject a proposal for award if it determines that the Broker or Underwriter recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
 - c) Will declare a Broker or Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for an insurance contract with Kenya Wildlife Service.
 - d) Will declare a Broker or Underwriter ineligible, to be awarded a contract by KWS if it determines that at any time the Broker or Underwriter has engaged in corrupt or fraudulent practice in execution of any insurance contract with Kenya Wildlife Service, by evidence of fully documented claims that are have not been settled.
 - e) Will have the right to require that a provision to be included requiring Brokers to permit KWS to inspect their accounts and records relating to the performance of the contract.
 - f) Will have the right to enquire and use information from other public procurement entities in regard to records relating to performance of the Broker or the Underwriters in execution of any insurance contract (specifically in regard to any unpaid claims).

- g) Will declare a Broker or Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has varied premium terms in an insurance contract with Kenya Wildlife Service.

2 Service eligibility /mandatory qualifying requirements and conformity to tender documents

- 2.1 Pursuant to paragraph **1 of section B**, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Wildlife Service's satisfaction:
- (a) that the tenderer has the legal, financial and technical capability necessary to perform the contract;
 - (b) that, under the contract, the tenderer has been duly authorized by the Underwriter to place the covers;

2.3 To be eligible for this procurement the Broker **must further provide the following documents with their technical proposal (**Mandatory qualifying requirements for Brokers**): -**

- i. A Certified copy of the certificate of incorporation for the Broker. Broker should have been in existence for at least the last ten (10) years.
- ii. Current certificate of registration with the Insurance Regulatory Authority for year 2020-The copies submitted must be certified by the issuing office or accompanied by or accompanied by a cover letter from the issuing office.
- iii. Current membership certificate from Association of Insurance Brokers of Kenya-2020.The copies submitted must be certified by the issuing office or accompanied by or accompanied by a cover letter from the issuing office.
- iv. Copy of the Current Professional Indemnity policy with an aggregate liability limit of not less than **Kenya shillings 100,000,000**. The Professional Indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company. Compensation shall be claimed against this cover if the Broker is negligent or fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract.

The Professional Indemnity must not be issued by the underwriter proposed for provision of Aviation Insurance under this tender.

- v. Premium turnover- the Broker shall submit documentary evidence indicating that the minimum average aviation premium underwritten through the Broker over the last two years (2017/2018, 2018/2019) was at least **Kshs. 10,000,000** per year i.e. a minimum total of **Kshs. 20,000,000** for the last two years. Not including business written earlier than year 2017.

The information should include a list of aviation accounts declaring policy year, policy type, premiums underwritten, and the contacts of the clients.

The procuring entity reserves the right to verify this information with the Brokers' clients and with the Insurance Regulatory Authority.

- vi. A current valid Tax Compliance Certificate from KRA for the Broker.
- vii. Documentary evidence that a broker has a minimum paid-up share capital of KES. 1 million.
- viii. The technical bid documents must be accompanied by a bid security of Kshs 300,000 in its original form, from a bank incorporated in Kenya. Valid for a period of 120 days from the tender opening
- ix. The Brokers shall submit a certified copy of CR12form detailing the shareholding structure of the company.
- x. Fill and submit Self Declaration that the person/tenderer that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 3, in Section I of the Tender Document.
- xi. Fill and submit Self Declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form4, in Section I of the Tender Document.
- xii. **Undertakings by the Broker**
 - a) Statement by the firm's principal officer confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
 - b) Statement by the firm's principal officer confirming that processing of any claims during the duration of the policy shall not exceed the claims processing period given in Scope of Services.
 - c) The broker shall provide a letter by the proposed underwriter's principal officer authorizing the Broker to submit their Aviation Insurance quotation under this tender.
 - d) The Broker will render services to KWS until all the claims that fall under the Broker's period of insurance are fully settled.

xiii. **Note:**

Bidders with any unpaid claims (fully documented and unpaid for more than 21 days from the tender opening date) with Kenya Wildlife Service will be disqualified. The bidders should confirm with the proposed Underwriters that they do not have unpaid claims with KWS.

xiv. Bid document MUST be sequentially paginated and properly bound together.

2.4 Mandatory qualifying requirements for the Underwriters

The broker must ascertain from the Underwriters that they do not have any unpaid claims with KWS. The Broker must submit the following mandatory requirements of the proposed Underwriters with the technical proposal for the Underwriter to be eligible for evaluation and contract award.

i. Certified copy of certificate of registration under the Companies Act

The insurance companies proposed by the Brokers should be companies registered under the companies Act. The registered office and physical address of the insurance company must be indicated. A copy of the certificate of registration /incorporation must be attached.

ii. Certified copy of Registration with the Insurance Regulatory Authority for year 2020

The proposed insurance companies shall be registered with the insurance regulatory authority for the year 2020 and must have been in existence and underwriting aviation business for a minimum period of 10 years. The copy must be certified by the office of the regulator of the insurance regulatory authority/commissioner of insurance **or** accompanied by a letter from the insurance regulatory authority/commissioner of insurance.

iii. Certified copy of Registration as member of Association of Kenya Insurers for year 2020

The proposed insurance companies shall be registered members with Insurance Regulatory Authority for the year 2020. A copy of the membership certificate must be attached in the Broker's technical proposal document. The copy must be certified by the office of the regulator of the insurance regulatory authority/commissioner of insurance **or** accompanied by a letter from the AKI.

iv. The proposed insurance companies must provide a copy of the current Aviation reinsurance arrangement treaty.

v. A copy of the current and valid Tax Compliance Certificate from KRA for the proposed underwriter.

vi. Certified copies of latest audited financial statements.

The Brokers shall submit copies of the latest audited financial accounts of the proposed Underwriter for the period 2017 and 2018 in their technical proposal. The

Broker shall apply all reasonable means to ascertain the solvency and financial security of the relevant Underwriters proposed to be appointed to the Kenya Wildlife Service insurance portfolio.

The proposed Underwriter may table the requisite statements directly with KWS. It is the responsibility of the tenderer to ensure that the statements are received by KWS in sealed envelopes by the tender closing date. The tenderer should attach in their technical proposal a letter from the Underwriter forwarding the financial statement.

vii. Premium turnover

The Underwriter proposed by the Broker shall have underwritten a minimum average annual aviation gross premium of Kshs. 50 million i.e. minimum total of Kshs.100million in the preceding two years (2017/2018, 2018/2019), not including business written earlier than year 2017.

The information should include a list of aviation accounts constituting the declared premiums underwritten, the contacts and premium paid by each.

The procuring entity reserves the right to verify this information with the underwriter's clients and with the Insurance Regulatory Authority.

viii. Paid Up Capital

The recommended underwriter shall have a paid -up capital of at least Kshs. 300 million.

- ix. **Note:** KWS shall take into consideration the past performance of the Tenderers in regard to claims settlement. Underwriters with unpaid claims (fully documented but still unpaid for more than 21 days) **WILL** be rejected at this stage.

Proposals that are not responsive to the above mentioned mandatory requirements (under clause 2.3 and 2.4) shall be rejected at this stage.

3 Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Wildlife Service, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4 The Tender Document Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

Section A: INVITATION TO TENDER
Section B: INSTRUCTIONS TO TENDERERS
Section D: SPECIAL CONDITIONS OF CONTRACT
Section C: GENERAL CONDITIONS OF CONTRACT
Section D: SPECIAL CONDITIONS OF CONTRACT
Section E: SCOPE OF SERVICES
Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS
Section G: - FINANCIAL PROPOSAL
Section H: - TENDER TECHNICAL EVALUATION
Section I - STANDARD TENDER FORMS

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

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Head of Supply Chain Management at the Kenya Wildlife Service in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Kenya Wildlife Service will respond in writing to any request for clarification of the tender documents, which it receives not later than 7 days prior to the deadline for the submission of tenders. All clarifications and /or amendments will be published in the KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

6 Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, Kenya Wildlife Service, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer may modify the tender documents by amendment.
- 6.2 All prospective candidates are required to be checking the website during the tendering period for any amendment/clarification.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Wildlife Service at its discretion may extend the deadline for the submission of tenders.

7 Preparation of Tenders

- 7.1 **Language of Tender** The proposal prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Wildlife Service shall be written in English language.

8 Documents Comprising the Tender

- 8.1 The proposal prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with **paragraph 9,10 and 11 below.**
 - (b) documentary evidence established in accordance with **paragraph 2.2** that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph **2.3** and **2.4** that the services to be supplied by the tenderer are eligible and conforms to the tender documents.

9.0 Preparation of proposals

- 9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents. The tender prepared by the Broker, as well as all correspondence and documents relating to the tender exchanged by the Broker and Kenya wildlife service, shall be written in English language.

Material deficiencies in providing the information requested may result in rejection of a proposal.

Technical Proposal

- 9.2 The Technical Proposal shall provide the following information: -

a) Broker and Underwriter's Experience In Provision of Aviation Insurance:

A brief description of the firm's organization and an outline of experience on provision of Aviation insurance brokerage services for the last 5 years, as indicated in the Technical Requirements and Specifications (Section F).

At least 8 reference letters for the Broker and 10 reference letters in the form provided in **Form 5** and **Form 6** must be attached and the broker shall give an authority to the Kenya Wildlife Service to seek more information from the above clients. Ensure you have provided reference letters for ALL the above organizations, duly signed and stamped by the relevant officer and printed the organization's letterhead.

Misrepresentation of information to qualify for eligibility will lead to automatic disqualification.

Added advantage will be given to brokers who demonstrate ability to offer Value Added Services such as

- i. Training or support for compliance to regulations.
- ii. Create and provide regular reports of the frequency, severity, cause, and locations of losses/claims and confirm their accuracy;

- iii. Advise of new products and services which may be of use to KWS's operations;
- iv. Verifying the accuracy of insurance company loss/claims reports, especially for worker's compensation experience modification calculations;
- v. Creating quarterly, semi-annual, or annual tableau reports to keep track of KWS's ongoing issues or problems and how the broker are addressing or treating them and making sure the KWS is satisfied with the services
- vi. Assisting KWS with the implementation and monitoring of self-insurance or high deductible programs;
- vii. Hold or orchestrate seminars, workshops or continuing education classes on insurance;

Misrepresentation of information to qualify for eligibility will lead to automatic disqualification.

(b) Staff qualifications and experience:

The Broker must nominate and state the roles of a minimum of four (4) staff to handle the KWS Aviation Policy and provide technical services as stated in SECTION E: Scope of Services, Technical Requirements and Specifications. Broker's offering to perform longer than Procuring Entity's required delivery time will be treated as non-responsive and rejected.

Key information should include the role nominated for in this Service, number of years worked for broking firm and the degree of responsibility held in various assignments in the insurance industry.

The nominated team shall possess the academic and professional qualifications set out below: -

- i. The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include one (1) team leader, one (1) senior management staff and two (2) technical staff in underwriting and claims.
- ii. The **team leader** shall have at least ten (10) years' experience as senior manager, in insurance management and a minimum academic qualification of a university degree AND MUST have attained a professional insurance qualification in as an Associate of the Chartered Insurance Institute (ACII) or an Associate of Insurance Institute of Kenya (AIK).

Added advantage will be given to teams where the Broker nominates the Brokerage Principal Officer as the team leader.

- iii. The **senior manager** shall have at least seven (7) years' experience as a senior manager, in general management in both claims and underwriting and a minimum academic/technical qualification of a University degree or an Associate of the Chartered Insurance Institute (ACII) or an Associate of Insurance Institute of Kenya (AIK).
- iv. The two (2) other **technical staff** in underwriting and claims shall each have at least five (5) years insurance underwriting and claims. With demonstrated

progress in insurance professional qualification Associate of the Chartered Insurance Institute (ACII) or an Associate of Insurance Institute of Kenya (AIK).

- v. Continued professional qualifications must be demonstrated with a certified copy of current membership card. The Broker shall submit recent standardized curriculum vitae (CV) signed by the proposed professional staff and authorized representative submitting the proposal.

The Broker shall not submit a name of a professional staff that is not in the Broker's permanent employment and shall inform Kenya wildlife service of changes, if any, in proposed technical staff during the tender validity period.

c) Proposed cover:

The range of insurance cover and a demonstration of the candidates' capability to arrange Insurance cover for Kenya Wildlife Service. Kenya Wildlife service will attach highest value in importance to Policy enhancements that add value to the standard market cover and should include

- (i) The full Terms and conditions of providing the insurance Brokerage service; exclusion clauses, if any; excess clauses if any; and evacuation plans and arrangements. The Broker must provide detailed signed Risk notes/Cover summaries for each policy in the technical proposal.
- (ii) Any additional information requested in the specifications.

d) Methodology and Work plan:

The Broker must illustrate the methodology and work plan that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the Scope of Service.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Scope of Service. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

E) Risk management capacity:

The Broker shall indicate their risk management capacity. The Broker shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations with regard to time and cost. Risk management and loss control services, shall involve but not limited to regular inspections and recommendations of the KWS's facilities and operations to reduce or prevent losses; assist KWS with the implementation and monitoring of loss control programs, e.g. fleet maintenance programs, pilot selection and safety programs, building safety and security, and employee incentive programs to achieve a zero workplace injuries and/or claims,

- f) Financial stability of the firm- for the last two years. Must be displayed through calculations of the firm's ratios for profitability and ratios for solvency.

g) Information management and technology systems in place.

The Brokers should have fully in place and provide proof, suitable information management technology.

h) The Broker should disclose the proposed Underwriter for aviation insurance in technical proposal in this format: -

No	Policy description	Name of recommended underwriter
1	Aviation insurance policies	

If an overseas Aviation Underwriter is proposed, an exemption for placement of business overseas by the Insurance Regulatory Authority must be attached on the technical proposal.

i) Proposed contract terms and conditions

All the contract terms and conditions and any underwriting requirements MUST be clearly disclosed in the technical proposal. The Broker must provide detailed signed Risk notes/Cover summaries for each policy in the technical proposal.

j) Requirements for the Underwriter where the risk is proposed to be placed:-

- (i) Name of the Underwriter
- (ii) List of all associated reinsurance companies including the treaty arrangement /details with each.(Attach applicable evidence)
- (iii) For the proposed Underwriter, the broker will list the underwriter's aviation clients from year 2019- to date and the value of the business held. The Underwriter must have relevant experience in provision of similar Aviation Insurance service as required by KWS in the format given hereunder. At least 10 Reference Form 6 letters from the mentioned clients should be attached.

Underwriter's Current (2019- now) 10 Aviation Insurance Clients List				
Client	Aviation Policy Description	Size of the Policy account (Aviation Premium)	Inception Month and Year of Insurance	Client's Contact person

k) Undertakings by the Broker

1. Statement confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.

2. Statement confirming that processing of any claims during the duration of the policy shall not exceed the latest claims processing period given above.
3. Statement confirming that the Company's ability to settle shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.

All statements to be signed by an authorized official of the company.

- 9.3 The Technical Proposal shall not include any Premium, Rates and financial information.

Financial Proposal

- 9.4 The tenderer shall provide separately from the technical proposal in its financial proposal the particulars required, the unit and total tender price of the services it proposes to provide under the contract. In preparing the Financial Proposal, Brokers are expected to take into account the requirements and conditions outlined in the tender document.
- 9.5 The Financial Proposal should clearly identify as a separate amount, the local Taxes, duties, fees, levies and other charges imposed under the law.
- 9.6 Prices quoted (Premium Rates) by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Procuring entity reserves the right update the sums insured and limits of Hull and Liability Insurance.
- 9.7 Prices shall be quoted in US dollars. Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

10. Submission, Receipt and Opening of Tenders

- 10.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 10.2 The Broker shall submit the original and two (2) copies of the technical proposals and an original and one (1) copy of the financial proposal. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 10.3 The original and copies of technical proposals MUST all be sequentially paginated and each document properly bound together. Mandatory documents must be properly marked and attached to the tender documents.
- 10.3 The tender shall be submitted as follows: -
 - (i) original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and,

- (ii) The original and a copy of the Financial Proposal placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". The financial proposal must bear the name and address of the bidder.
 - (iii) Both technical and financial envelopes shall be placed into a plain outer envelope, sealed and clearly marked "TENDER NO. **KWS/OT/ADMIN/11/2019-2020TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR AVIATION INSURANCE POLICIES.** DO NOT OPEN BEFORE 05th February 2020 AT 12 NOON " and addressed to **The Director General, Kenya Wildlife Service, P.O. Box 40241 NAIROBI** and deposited in the tender box at the main reception not later than 12 Noon on 05th February 2020
- 10.4 If the envelopes are not sealed and marked as required, the Kenya Wildlife Service will assume no responsibility for the tender's misplacement or premature opening.
- 10.5 Any tender submitted after the closing time shall not be accepted. Late tenders shall be returned to the tenderers unopened.
- 10.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee in presence of the bidders or their representatives who choose to attend. The Financial Proposal shall remain sealed and deposited with a KWS appointed officer until the technical evaluation is complete after which bidders whose tenders are adjudged technically responsive will have their financial proposals opened publicly.

11. Modifications and Withdrawal of Tenders

- 11.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Wildlife Service prior to the deadline prescribed for submission of tenders.
- 11.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 11. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 11.3 No tender may be modified after the deadline for submission of tenders.
- 11.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

12. Tender Security

- 12.1 The tender documents must be accompanied by a bid security of Kshs. 300,000.00 in its original form, from a Bank and valid for one hundred and twenty days (120) from the date of tender opening.

- 12.2 The tender security is required to protect the Kenya Wildlife Service against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 12.6
- 12.3 Any tender not secured in accordance with paragraph 12.1, will be rejected by the Kenya Wildlife Service as non-responsive.
- 12.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Wildlife Service.
- 12.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract.
- 12.6 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya Wildlife Service on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with paragraph 25.

13. Validity of Tenders

- 13.1 The tender must remain valid for 90 days after the opening.
- 13.2 In exceptional circumstances, the Kenya Wildlife Service may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

14. Deadline for Submission of Tenders

- 14.1 Tenders must be received by the Kenya Wildlife Service at the address specified under paragraph 10.3 not later than **12.00 Noon on 05th February 2020**
- 14.2 The Kenya Wildlife Service may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Wildlife Service and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Opening and evaluation of Tenders

- 15.1 The Kenya Wildlife Service will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya Wildlife Service, Boardroom.
- 15.2 The tenderers' representatives present shall sign a register evidencing their attendance.
- 15.3 The tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as the Kenya Wildlife Service, at its discretion, may consider appropriate, will be announced at the opening.
- 15.4 The Kenya Wildlife Service will prepare minutes of the tender opening.

16. Clarification of Tenders

- 16.1 To assist in the examination, evaluation and comparison of tenders the Kenya Wildlife Service may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

17. Evaluation of tenders

- 17.1 **Preliminary Examination** the Kenya Wildlife Service will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 17.2 Prior to the detailed evaluation, pursuant to **paragraph 1 and 2** the Kenya Wildlife Service will determine the eligibility of each tenderer. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Wildlife Service's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 17.3 If a tender is not substantially responsive, it will be rejected by the Kenya Wildlife Service and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

18 Technical Evaluation and Comparison of Tenders

- 18.1 The Kenya Wildlife Service will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to **paragraph 17**.
- 18.2 KWS evaluation of the tender will take into account the following factors in the technical requirements and specifications, inter alia:-
- Business References, Past performance of the Broker, Qualifications and experience of the proposed professional team, The claims turn around, Adequacy of disclosure of relevant information, Financial fitness of the Broker, Completeness of information provided by the Brokers and Underwriter, Past performance of the Brokers and Underwriter, and Financial fitness of the proposed Broker.
 - Demonstration of good knowledge of the insurance industry practices and customs as per the Insurance Act.
 - Advise on the most appropriate (and cost effective) insurance covers that are available in the market for the types of business risks that KWS is exposed to, explanations of the benefits, appropriate security measures against insurable risks and discounts on premiums, administration of covers, and claims filing and payment procedures.

- 18.3 KWS shall take into consideration previous past claims and underwriting performance of Brokers and Underwriters in determining the substantial responsiveness at tender award. The factors to be considered for Brokers shall include failure to satisfactorily conclude claims and satisfy agreed performance benchmarks. The factors to be considered for Underwriters shall include arbitrary rejection of disputed claims.
- 18.4 The pass mark for technical evaluation scores will be **75% of the Technical Score**. Only bidders that will have attained this pass mark will have their proposed underwriters evaluated and financial proposals opened for commercial evaluation.

19. Evaluation of financial Proposals.

- 19.1 The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, including all costs, levies, duties, taxes, the Policy Excess/deductible limits, exclusion clauses, Broker remuneration and other pertinent terms and conditions of tender.
- 19.2 The evaluation committee will determine whether the financial proposals are complete. The cost of unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

19.3 Selecting the Lowest Bidder

KWS recognizes that the best placed broker to provide the brokerage services for the organization is the one that best understands the insurance industry and the requirements of the client as represented in quality of the technical proposal. Therefore the weight allocated to the Technical Score vis-à-vis the financial proposal (price) is 80:20. The lowest evaluated bid will be selected on the basis of those weights by combining the Weighted Technical and Weighted Financial Scores to give an Evaluated Score. The Evaluated Score will be calculated as follows:-

Step 1

Calculate the Weighted Technical Scores of each bidder as follows:-

The Technical Weight (80) *multiplied* by The Technical Score achieved by the particular bidder being evaluated *divide* by 100%,.

$$\text{Weighted Technical Score} = \frac{\text{Technical Weight}}{100\%} \times \text{Percentage Technical Score of Bid Being Evaluated}$$

Step 2

Calculate the Weighted Financial Scores of each bidder as follows:-

Lowest quoted price divided price quoted by particular bidder being evaluated, *multiplied* by the financial scores weighting (20).

$$\text{Weighted Financial Score} = \frac{\text{PriceOfLowestBid}}{\text{PriceOfBidBeingEvaluated}} \times \text{Financial Weight}$$

Step 3

Add the results of Weighted **Technical** and Weighted **Financial** Scores (step 1 plus step 2) for each bidder and obtain the sum for each bidder as the Evaluated Score.

EVALUATED SCORE = WEIGHTED TECHNICAL SCORE+WEIGHTED FINACIAL SCORE

Step 4

Rank the bidders and select bidder with the highest Evaluated Score as the lowest bidder. Repeat process for each Bid that passed the mandatory stage and attained minimum Technical Score pass mark.

Where the Evaluated Score for one or more bidder are a tie, the Weighted Technical Score will be used to break the tie. The bidder with the higher Weighted Technical Score will be ranked higher.

Step 5

Make recommendations for award in accordance with the findings of step 4.

19.4 Recommendation of the Lowest Evaluated Bidder

The lowest evaluated bid will be the one that obtains the highest combined technical and financial scores.

19.5 Post Vendor Evaluation

KWS will carry out post evaluation of the recommended bidder to validate the information provided in the proposal prior to signing of a contract pursuant to the provisions of the Public Procurement and Disposal Regulations.

20. Contacting the Kenya Wildlife Service

- 21.1 No tenderer shall contact the Kenya Wildlife Service on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

- 21.2 Any effort by a tenderer to influence the Kenya Wildlife Service in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

21. Negotiations

- 21.1 Negotiations will be held at the Kenya Wildlife Service Headquarters. The aim is to reach agreement on all points and sign a contract.
- 21.2 Negotiations will include but not limited to: a discussion on the Technical Proposal, suggestions made by the firm on value-add enhancement to the policy, professional staff offered by the Broker, claims turn around, required documentation by the Broker for completeness of a claim, and the service level agreement.
- 21.4 Having selected the Broker and Underwriter on the basis of the information provided by the Broker, before contract negotiations, KWS will require assurances that the Broker have a contract with the Underwriters selected and the latter are market tested, are financially sound and of good repute in the industry in regard to prompt settlement of claims
- 21.5 The negotiations will conclude with a review of the attached draft form of the Contract. To complete negotiations KWS and the Broker and the proposed underwriter firm will initial the agreed Contract.
- 21.6 If negotiations fail, KWS will invite the firm whose proposal received the second highest score to negotiate a contract.

22. Notification of award

- 22.1 Prior to the expiration of the period of the tender validity the Kenya Wildlife Service will notify the successful tender in writing that its tender has been accepted.

23. Award of Contract

- 23.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those candidates who did not pass the technical evaluation.
- 23.2 The selected firm is expected to commence the assignment on the date indicated in the signed contract.

24. Kenya Wildlife Service's Right to accept or Reject any or All Tenders

- 24.1 The Kenya Wildlife Service reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Wildlife Service's action.

25. Signing of Contract

- 25.1 At the same time as the Kenya Wildlife Service notifies the successful tenderer that its tender has been accepted, the Kenya Wildlife Service will send the

tenderer the Contract Form provided in the tender documents, incorporating all agreements between the Procuring Entity, Insurance Broker and the Underwriter.

- 25.2 Within seven (7) working days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Wildlife Service.

Section C: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Kenya Wildlife Service and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Underwriter under the Contract for the full and proper performance of its contractual obligations.
- (c) “The service” means any object of procurement other than works and goods.
- (d) “The Kenya Wildlife Service” means the organization purchasing the services under this Contract.
- (e) “The tenderer” Shall mean Insurance Broker, Tenderer, the Bidder and vice versa.
- (f) “The Underwriter” means the same as the Insurer.
- (g) “Brokerage Services” means the insurance brokerage services for the various Policies to be provided by the Broker under this Agreement.
- (h) “the Policies” means the following insurance policies or covers in respect of the services to be provided by the Underwriter:-
 - i) Aviation Hull All Risks & Liability Insurance Cover
 - ii) Aviation Hull, War & Allied Perils Insurance Cover
 - iii) Hangar Keeper’s & Airport Owners Liability Cover
 - iv) Spares & Equipment Cover
 - v) Aviation Personal Accident Insurance Cover.
- (i) “Aircraft Use” to mean all operations incidental to the Insured’s business related to wildlife management and conservation, including commercial and rental, game hunting, bush firefighting, intentional dropping, evacuation and training.
- (j) “Term” means the period for which the agreement shall subsist in this case it shall be two years, starting from 24th March 2020 to 23rd March 2021 and a further one year 24th March 2021 to 24th March 2022.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Kenya Wildlife Service for the procurement of Services.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the services originate.

3.2 The origin of Services is distinct from the nationality of the tenderer.

4. Standards

- 4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Requirements and Specifications and the Scope of Service.

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without the Kenya Wildlife Service's prior written consent, disclose the Contract, or any provision thereof, or any specification, or information furnished by or on behalf of the Kenya Wildlife Service in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without the Kenya Wildlife Service's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Kenya Wildlife Service and shall be returned (all copies) to the Kenya Wildlife Service on completion of the Tenderer's performance under the Contract if so required by the Kenya Wildlife Service.

6 Payment

- 6.1 The method and conditions of payment to be made to the underwriter under this Contract shall be specified in Special Conditions of Contract.
- 6.2 Payments shall be made promptly by the Kenya Wildlife Service as specified in the contract.

7.0 Assignment and Subcontracts

- 7.1 *Assignment:* The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Wildlife Service's prior written consent.
- 7.2 *Subcontracts:* The tenderer shall notify the Kenya Wildlife Service in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification in the original tender or letter, shall not relieve the tenderer from any liability or obligation under the contract.

8 Language and Law

- 8.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

9 Provision of Services

Provision of services shall be made by the tenderer in accordance with the tender terms and conditions and as per specified by Kenya Wildlife Service in its Schedule of Requirements, and as expressed in the contract with the Broker.

10 Service performance Levels

- 10.1 The Kenya Wildlife Service shall have the right to reject the services of the Broker if the service level is not in conformity to the Contract. The Kenya Wildlife Service shall notify the tenderer in writing, in a timely manner, of the deficiencies and prior notifications for these purposes. The renewal of this agreement for the second year will be subject to satisfactory performance as per the

- 10.2 In case of termination of contract for default, KWS will be entitled to a prorata refund of the premiums paid within 30 days.
- 10.3 Nothing in paragraph 7.2 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 10.4 Compensation shall be claimed against the Professional Indemnity Insurance cover if the Broker fails to perform any of the its obligations or provides services failing below the standards agreed in the service level agreement or is in breach of any it's material obligations under the contract

11. Termination for Default

- 11.1 The Kenya Wildlife Service may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part within 30 days:
 - (a) If the tenderer fails to service claims as agreed in the contract.
 - (b) If the tenderer fails to provide agreed services in the contract.
 - (c) If the tenderer fails to perform any other obligation(s) under the Contract.
 - (a) If the tenderer, in the judgment of the Kenya Wildlife Service has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 11.2 If the tenderer fails to service the Contract in whole or in part, KWS may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Wildlife Service for any excess costs for such similar services.
- 11.3 In case, the claims presented to the Brokers are not paid within the stipulated period of 21 days, KWS has the rights to discontinue the contract and get back a prorata refund of premium
- 11.4 In case of termination of contract by the Broker, the Broker shall give KWS a written notice of ninety (90) days.

12. Resolution of Disputes

- 12.1 The Kenya Wildlife Service and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.2 Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

Section D: SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the General Condition of the contract and the Special Conditions of the Contract, the provisions of the Special Conditions of the Contract herein shall prevail over those in the General Condition of Contract.

- (I) **GCC 1. “The Contract Price”** The quoted premiums must be in US Dollars and the payment to the tenderer will be in Dollars. Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya. The insured values can to be adjustable from time to time but the premium rate must remain fixed.
- (II) **GCC 3. Country of Origin** If an overseas Underwriter is proposed, an exemption for placement of business overseas by the Insurance Regulatory Authority must be attached on the technical proposal.
- (III) **GCC 4.1 Standards** The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications. Renewal of contract for the consequent years will depend on the performance of the contact.
- (IV) **GCC 6 Payment**

KWS will pay the premium to the underwriter. Premium Will be paid upon signing of the contract and policy declarations by the Procuring Entity. Any additional Premiums shall be paid on a quarterly basis and upon the production of certified invoices and all supportive documents from the Broker and the Underwriter. Prices quoted (Premium Rates) by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation. The Procuring Entity reserves the right to vary insured values to be adjustable from time to time.
- (V) **GCC 10 Service performance Levels**
 - a) The settlement of fully documented claims shall be made within 21 days after the claim has been fully documented. If the claim is not settled within the aforementioned period, the amount payable will be the principal plus the accrued interest cost for the days of delay charged at the rate of average lending rate provided by the commercial banks within the period.
 - b) Failure of the underwriter to meet KWS’s expectations on provision of the services during the term of insurance will seriously affect future

participation of the underwriter and the underwriter in all insurance tenders at KWS.

- c) Renewal of contract for the second year will depend on the performance in the first year of contract.

(VI) **GCC 11 Termination for Default** In case of termination of contract for breach, KWS will be entitled within 30 days, to a prorata refund of the premiums paid.

Section E: SCOPE OF SERVICES

The Scope Of Services For The Broker Will Include: -

- I. Structuring and obtaining optimum policy covers from the Underwriters in accordance with the tenders submitted and help negotiate for favorable premium rates.
- II. Analyze, Review, Scrutinize the policy documents, coverage levels and wordings and any endorsements there-in. insurance covers should be as in the tender document and should not be restricted, by way of warranties, endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the Service Director General not later than fifteen (15) days from the inception of cover.
- III. Disclosure of material information to insurance underwriters.
- IV. Ensure proper claims administration by fully coordinating prudent requirements between KWS and the selected Underwriters. The broker will also advise and assist KWS throughout the duration of the relationship and give assistance to KWS in the event of a claim.
- V. Will strive to ensure the underwriter promptly settles claims as provided hereunder:
 - (a) All fully documented GPA claims - within fourteen (14) days.
 - (b) All fully documented Liability claims - within twenty one (21) days.
 - (c) All documented Hul/Property - within twenty one (21) days.
 - (d) All documented Hull Claims - within twenty one (21) days.
- VI. Ensure preparation of monthly claims bordereaux reports, which must be submitted to KWS by the 15th of the following month.
- VII. Negotiate with the qualified Underwriter or underwriters any other pertinent aspects of the policy that may arise during the term of policy.
- VIII. a) Ensure requests for Aviation cover amendments and cancellations are effected within twelve (12) hours of request.

- b) Ensure Aviation insurance certificates and cover notes are received in KWS offices within twelve (12) hours upon request.
- IX. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter.
- X. The broker should offer advice on the existing insurance programs and advise KWS of new coverage, value added solutions, programs design or innovation.
- XI. The broker should have full understanding of KWS, its current performance and ongoing strategic plans to ensure cover is held in place and relevant disclosures to the underwriters are made.
- XII. Carry out Loss Control/Risk Surveys and make appropriate risk improvement recommendation.
- XIII. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of KWS from time to time. And allow addition of aircrafts to this policy as required.
- XIV. Ensure appointment of a defense advocate by the recommended underwriter and submit copy of letter appointing advocate to KWS within three (3) days of notification of a demand/summons by KWS.
- XV. Ensure immediate appointment of loss adjustor upon notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
- XVI. Ensure a copy of loss adjustors'/assessors preliminary report is submitted to KWS within 7 days of site visit.
- XVII. Assign a messenger to collect/deliver insurance mail on daily basis.
- XVIII. Such other service as may be related or ancillary to the due performance of the above work.

Note that failure to meet KWS expectations on the above during the term of insurance will seriously affect your future participation in all insurance tenders at KWS. Also note that renewal of the contract for the second year, and any other subsequent year depends on the first year performance.

Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Kenya Wildlife Service Aviation and Corporate Profile

Kenya Wildlife Service is a State Corporation that was established by the Wildlife (Conservation and Management) Act, 1989 (now repealed and replaced by Wildlife Conservation and Management Act, 2013). The overall mandate of KWS is to conserve and manage wildlife in Kenya.

KWS has both uniformed and non-uniformed employees who mainly operate in remote environment. The uniformed employees comprise of Officers and Rangers who are administered through a command structure similar to that of other Disciplined Forces/Services and are spread out in all parts of the country.

Kenya Wildlife Service Airwing was created in 1990 to provide air support services to wildlife management. The KWS Airwing is based at Wilson Airport in Nairobi and provides an extremely diverse range of services in support of wildlife management and protection activities with its fleet of fixed and rotor wing aircrafts.

The aircrafts are used security and patrol flights, veterinary support services for research and translocation purposes, animal tracking game census, fire fighting, rescue (including mountain rescue) work, and transport of rations and security operations and supplies .

With fifty-nine parks and reserves spread over a country of 584,896 sq km, the KWS Airwing Unit is on call anywhere in Kenya, either for routine monitoring and field trips or security operations and emergency evacuations.

Airwing Unit operates out of Wilson Airport, Nairobi, where a maintenance facility has been established. Additional field - operation centers are located in Mountain (Aberdare) Central Rift, Eastern (Meru), Tsavo East, Tsavo West, Lamu & Marsabit.

KWS invites bids from interested and eligible Brokers for provision of Aviation Insurance Brokerage Services for below covers for an initial period of one year renewable for one year, subject to Satisfactory Performance, up to a maximum period of two years.

1. AVIATION HULL "ALL RISKS "AND LIABILITIES INSURANCE COVER

Interest: To cover the KWS aircraft as per schedule against all risks for own damage /loss whilst on flight, taxiing, on the ground and KWS legal liability towards third party bodily injury, property damage and passenger liability as may arise out of Aviation operations.

Aircraft use: To read as operations incidental to the Insured's business related to Wildlife Management and Conservation, including Commercial and Rental, Game Hunting, Bush Fire Fighting, Intentional Dropping, Evacuation and Training. Cover to include Unlicensed-landing grounds.

Pilots: As Approved by Insured

Deductible:

Rotor Wing	USD 25,000 each and every loss
Cessna 208B	USD 10,000 each and every loss
Other Aircrafts	USD 2,500 each and every loss

Sum insured / Limits of liability:

Hull Cover on Agreed Value basis – value *as per the Schedule of Aircraft*.

Liability arising out of ownership, and/or use of aircraft.

Third party liability, US\$ 5,000,000 any one accident in respect caravan C208B and Bell 208 Long Ranger and bell 407.

Third party liability, US \$ 2,000,000.00 per aircraft any one accident in respect of the remaining fleet on *the Schedule of Aircraft*.

Passenger legal liability limited to US\$ 100,000 per passenger any one accident. Covers bodily injury to passengers while entering, on board, or alighting from an aircraft caused by occurrence of an event.

Passenger luggage /personal effects limited to US\$ 1,000. Coverage of passenger baggage and personal effects caused by occurrence of an event when the personal luggage / personal effects are in the care or control of KWS.

KWS Employees, Conservation Stakeholders and Government Officials to be included in the policy as passengers.

Geographical limits:

Africa including offshore islands

Extensive Clauses:

- a) To cover expenses for recovery and removal in the event of forced landing and safe take-off is not possible
- b) Pre-Approved emergency expenses like runway foaming to guarantee immediate safety and mitigate possible loss or damage because of mal function or suspected malfunction of Aircraft
- c) Automatic increase value to cover leased / borrowed engine and /or parts fitted to the aircrafts
- d) To Cover losses and damage from a single event if discovered during inspection, maintenance, performance monitoring **and** such loss or damage is attributable to a single event
- e) Supplementary Expenses that may arise out of an occurrence:
 - i) To cover expenses incurred for purposes of search and rescue for aircraft insured *as per the Schedule of Aircraft*, where aircraft is determined to be missing, unreported, or after computed maximum flight has been exceeded.
 - ii) To cover Expenses incurred for the purpose of actual or attempted rising, removal, disposal or destruction of the wreck of an Aircraft insured *as per the Schedule of Aircraft*.
 - iii) Expenses incurred if KWS is called upon to pay in respect of any Public Inquiry or Inquiry by Civil Aviation Authority or relevant authority in to an aviation related event involving any aircraft *as per the Schedule of Aircraft*.
- f) Cargo Liability: Cover extended to cover sums which KWS shall become liable to pay as damages of Property or Cargo in the care, custody, control of KWS
- g) Extended Coverage Endorsement (Aviation Liabilities) AVN52E
- h) Personal Injury Extension AVN60A – injury liability extended to include liability arising from false arrest, malicious prosecution, wrongful entry, inadvertent discrimination, libel slander, medical malpractice in provision of emergency medical first aid
 - i) Medical and Related Expenses
 - j) Insured's or any pilot's Fly Clothing and effects
- k) Trespassers' Costs – **regardless of legal liability, the** coverage to include reasonable cost of loss or damages to crops/property caused as a result of crash or forced landing

- l) Trip Interruption Costs - extension to include lodging , and any necessary upkeep expenses incurred when the KWS Aircraft suffers accidental break down before intended destination
- m) Liability for the Use of Non-Owned Aircraft Extension Endorsement
- n) KWS Employees and Government of Kenya Employees as Passengers
- o) Aircraft to be restored at any airfield within the geographical limits
- p) Innocent Operator Coverage - Hull Cover extended to include damage/loss of KWS Aircraft arising from actual or alleged infringements of Government and Government Departments regulations
- q) Breach of Air Navigation Regulations – cover shall not be invalidated by act/omission which breach aviation regulations provided that KWS did not knowingly condoned the act/omission
- r) Mechanics / Engineers Coverage – cover to include Mechanics/Engineers to be covered by insured for ground engine running and taxiing of Aircrafts
- s) Civil Aviation Authority Inclusion Clause – coverage extended to cover loss/damage when is craft is being flown by a Pilots of a Civil Aviation Authority for the purposes of the Civil Aviation Authority to carry out its duties
- t) Hot and/or Hung Starts Coverage – coverage extension to include damage to Aircrafts occurring as a result of hot or hung starts.

THE SCHEDULE OF AIRCRAFTS –

NO.	REG No.	MAKE/MODEL	YEAR OF MANUFACTURE	CAPACITY (Incl. crew)	HULL VALUE(USD)
1.	5Y-KWM	BELL 407 (Helicopter)	2010	7	3,000,000.00
2.	5Y-KWW	BELL 206 L4 (Helicopter)	2006	7	1,805,000.00
3.	5Y-KWT	CESSNA 208B	1993	14	1,105,587.00
4.	5Y-BCA	CESSNA 182Q	1977	4	140,000.00
5.	5Y-ADW	CESSNA 180	1955	4	104,000.00
6.	5Y-KWL	AVIAT HUSKY A-1C 180	2009	2	225,000.00
7.	5Y-KWG	AVIAT HUSKY A-1B	1999	2	150,000.00
8.	5Y-KWB	AVIAT HUSKY A-1	1993	2	90,000.00
9.	5Y-KWC	AVIAT HUSKY A-1	1993	2	90,000.00
10.	5Y-BCD	CESSNA U206G	1978	6	150,000.00
11.	5Y-BWB	PIPER SUPERCAB	1995	2	100,000.00
12.	M01532	AUTOGYRO MTOSport	2018	2	38,659.00
13.	M01533	AUTOGYRO MTOSport	2018	2	38,659.00
14.	M01534	AUTOGYRO MTOSport	2018	2	38,659.00
15.	M01535	AUTOGYRO MTOSport	2018	2	38,659.00
16.	M01536	AUTOGYRO MTOSport	2018	2	38,659.00

2) AVIATION HULL WAR AND ALLIED PERILS COVER

- Coverage:** Covers loss of or damage to aircrafts *as per the Schedule of Aircraft* caused by
- i) War and Allied Perils including, Invasion, acts of foreign enemies, hostilities, (whether declared or not) civil war, rebellion, revolution, insurrection, martial law or usurped power, or attempts at usurpation of power
 - ii) Strikes, riots, civil commotions or labour disturbances
 - iii) Any act of one or more persons whether or not agents of a sovereign power for political or terrorists purposes and whether the loss or damage resulting were accidental or intentional
 - iv) Any malicious act or acts of sabotage
 - v) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use or by under order of any government (whether civil military or de facto or public or local authority
 - vi) Hijacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including attempt at seizure or control) made by any person or persons on board the aircraft acting without the consent of the insured.

Limits of liability:

- a) Hull value *as per the Schedule of Aircraft*
- b) Extortion and Hi-jacking expenses 90% of aircraft agreed value of the aircraft any one loss.

Geographical limits: Africa including offshore islands.

3) AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE COVER.

Interest: Indemnity in respect of sums that KWS shall become legally liable to pay for third party bodily injury and property damage arising out of Aviation operations.

Including damages resulting from faulty workmanship.

Limits of liability:

- i. Premises:
Combined single limit (bodily injury / property damage) -US\$ 1,500,000 any one accident
- ii. Hangar Keepers: Property damage - US \$1,000,000 any one accident.
- iii. Products:
Combined single limit (bodily injury /property damage)-US\$ 500,000 any one accident and in annual aggregate.

Situation: Worldwide

4) SPARES PARTS & EQUIPMENT - US\$ 500,000 INSURANCE COVER

Interest: Covers loss or damage to spares, engineer's tools, equipments and supplies owned by the insured or the property of others for which the insured is responsible whilst on ground or in transit by land, sea, air including in own aircraft or whilst on the premises of the insured or others for storage only.

Situation: Worldwide

5) PILOTS AND AIRCREW PERSONAL ACCIDENT INSURANCE COVER

Interest: compensation for accidental death and /or bodily injury to pilots and aircrews employed by KWS (plus Aviation expenses) on a 24-hour basis (Duty or Pleasure).

Insured persons: KWS Pilots / Aircrew as per Pilots and Aircrew schedule.

Extensive clauses:

- (i) Permanent total disablement & Temporary total disablement – Payable together with capital benefit (Double Benefit Extension)
- (ii) Including riot, strike and civil commotion,
- (iii) flood, typhoon, volcanic eruption, earthquake and other
- (iv) convulsion of nature
- (v) Automatic additions / deletions of staff
- (vi) 24 hour cover- world wide –
- (vii) Disappearance clause
- (viii) Payment on account
- (ix) Trustee clause
- (x) Motor cycling (500 cc)
- (xi) Hijack clause
 - Duty or pleasure (Only A) Kws Pilot's And B) Trainee Pilots – Employees
- (xii) Exposure clause
- (xiii) Amateur sports and games
- (xiv) Continental scale
- (xv) Airfares for overseas treatment 100,000
- (xvi) Hold up or threat of assault
- (xvii) Age Limit – 18-75
- (xviii) Mountaineering
- (xix) Cancellation Notice 90 Days
- (xx) Accidental Discharge of Fire Arms
- (xxi) Waiver of formal proposal form

A) Kws Pilot's And B) Trainee Pilots – Employees:

Benefits

- (i) Death - 8 years' Basic and Housing Salary
- (ii) Permanent total disablement - 8 years' Basic and Housing Salary
- (iii) Temporary total disablement - weekly earnings up to 104 weeks
- (iv) Medical expenses - US\$ 30,000 per individual
- (v) Temporary Total Disablement (per week) US\$ 1,000

Geographical Limits: 24-Hour basis- Worldwide

C) Reserve Pilots:

Benefits:

- (i) Death: US\$ 150,000 per individual
- (ii) Permanent Total Disablement US\$ 150,000 per individual
- (iii) Aviation medical Expenses US\$ 30,000 per individual
- (iv) Temporary Total Disablement (per week) US\$ 1,000

Geographical Limits: 24-Hour basis- Worldwide

PILOTS AND AIRCREW SCHEDULE

NO	A) KWS PILOT'S NAME	LICENSE NO.	TOTAL HOURS	DEATH / PTD LIMITS
1.	MICHAEL N.	T.B.A.	11100	Annualized Wages KWS Employed Pilot / Crew - USD 23,400,066
2.	JOHN M.		6030	
3.	KENNEDY S.		8500	
4.	ANTHONY N.		1700	
5.	KENNETH O.		6100	
6.	KENETH M. N.		3600	
7.	CHRIS C.		2000	
8.	ISAAC O. O.		5500	
9.	MOSES M.		1600	
10.	SAID B.		3000	
11.	DENNIS A.		300	
12.	JOHN T.		1000	
C) RESERVE PILOTS: KWS from time to time engages Three (3) Reserve pilots to substitute the Pilots when need arises. Provide an unnamed Occupational GPA Cover for three reserve Pilots. Note: Kindly note to quote the rates for Reserve Pilots and separately as the cover are Occupational				Capital Sum Insured Per Reserve Pilots - USD 150,000

KWS Aviation Claims experience for the last 7 years up to the tender date

YEAR	AIRCRAFT INVOLVED	DATE OF ACCIDENT	GROSS PAYABLE (USD)
2012	5Y-KWM	16/JUL/2012	159,990.89
2014	5Y-BCA (Hull)	13/JAN/2014	Less than excess amt.
	5Y-BCA (GPA)	13/JAN/2014	128,079.76
	5Y-KWD	16/FEB/2014	42,633.00
	5Y-KWL	05/MAR/2014	41,368.00
2015	5Y-KWY	20/APR/2015	26,173.75
2016	5Y KWM (Recorded Event: Engine Over speed)	01-JUN-16	77,358
	5Y-KWB	01-SEP-16	33,764
	5Y-BCA	23-SEP-16	95,204
	5Y-KWY	01-NOV-16	96,000
2017	No Accident/Injury/Recorded Event		
2018	No Accident/Injury/Recorded Event		
2019	No Accident/Injury/Recorded Event		

Section G: -FINANCIAL PROPOSALS - PRICE SCHEDULE FOR AVIATION INSURANCE SERVICES

OPTION NUMBER 1

Table of Price Schedule for insurance must services to be completed by the bidder and submitted with the tender in the financial proposal.

HULL AND LIABILITY COVERS	Basic Premium	Levies	Annual Gross Premium(US\$)	Deductible/ Excess	Remarks
1) Aviation Hull All Risks & Liability Insurance Cover (As per Current Fleet Status - THE SCHEDULE OF AIRCRAFTS - Hull Pg. 33) * See Note III Below on Additional Information Required .					
a) Hull					
b) Liability					
2) Aviation Hull, War & Allied Perils Insurance (As per Current Fleet Status - THE SCHEDULE OF AIRCRAFTS - Hull Pg. 33)					
3) Hangar Keeper's, & Airport Owners Liability Policy					
4) Spares & Equipment (US\$ 500,000)					
5) Aviation Personal Accident Insurance					
Pilots & Trainee Pilots					
Reserve Pilots					
TOTAL					

*** Additional Information Required**

AIRCRAFT REGISTRATION NUMBER	PREMIUM RATE FOR GROUND RISKS ONLY, IF DIFFERENT FROM FULL FLIGHT RISKS
5Y- KWM	
5Y-KWW	
5Y-KWT	
5Y-BCA	
5Y-ADW	
5Y-KWL	
5Y-KWG	
5Y-KWB	
5Y-KWC	
5Y-BCD	
M01532	
M01533	
M01534	
M01535	
M01536	

Instructions On the Price Schedule:

- I. Premium rate **MUST** be indicated.
- II. Attach the proposed Underwriter's signed.
- III. For 1) Aviation Hull All Risks & Liability Insurance Policy cover ; Where different rates apply for each aircraft, kindly indicate in a separate table below the premium and rate break down while indicating the Ground Risks and/or Full Flight Risks as per the table below

SIGNED.....STAMP.....

OPTION NUMBER 2

Table of Price Schedule for insurance must services to be completed by the bidder and submitted with the tender in the financial proposal.

HULL AND LIABILITY COVERS	Basic Premium	Levies	Annual Gross Premium(US\$)	Deductible/ Excess	Remarks
1) Aviation Hull All Risks & Liability Insurance Cover (As per Current Fleet Status - THE SCHEDULE OF AIRCRAFTS - Hull Pg. 33) * See Note III Below on Additional Information Required .					
a) Hull					
b) Liability					
2) Aviation Hull, War & Allied Perils Insurance (As per Current Fleet Status - THE SCHEDULE OF AIRCRAFTS - Hull Pg. 33)					
3) Hangar Keeper's,& Airport Owners Liability Policy					
4) Spares & Equipment (Us\$ 500,000)					
5) Aviation Personal Accident Insurance					
Pilots & Trainee Pilots					
Reserve Pilots					
TOTAL					

30 DAY LOSS OF USE COVERS AS A RESULT OF PARTIAL LOSS

REG.	MAKE/MODEL	HOURLY HIRE RATE	AV. HOURS DAY	30 Day Loss Of Use Gross Premium(US\$)	Deductible/ Excess	Remarks
5Y- KWM	BELL 407 (Helicoter)	USD 1,700	4 Hrs			
5Y-KWW	BELL 206 L4 (Helicopter)	USD 1,700	4 Hrs			
5Y-KWT	CESSNA 208B	USD 1,700	4 Hrs			
TOTAL						

*** Additional Information Required**

AIRCRAFT REGISTRATION NUMBER	PREMIUM RATE FOR GROUND RISKS ONLY, IF DIFFERENT FROM FULL FLIGHT RISKS
5Y- KWM	
5Y-KWW	
5Y-KWT	
5Y-BCA	
5Y-ADW	
5Y-KWL	
5Y-KWG	
5Y-KWB	
5Y-KWC	
5Y-BCD	
M01532	
M01533	
M01534	
M01535	
M01536	

Instructions On the Price Schedule:

- I. Premium rate **MUST** be indicated.
- II. Attach the proposed Underwriter's signed.
- III. For 1) Aviation Hull All Risks & Liability Insurance Policy cover ; Where different rates apply for each aircraft, kindly indicate in a separate table below the premium and rate break down while indicating the Ground Risks and/or Full Flight Risks as per the table below

SIGNED.....STAMP.....

OPTION NUMBER 3

Table of Price Schedule for insurance must services to be completed by the bidder and submitted with the tender in the financial proposal.

HULL AND LIABILITY COVERS	Basic Premium	Levies	Annual Gross Premium(US\$)	Deductible/ Excess	Remarks
1) Aviation Hull All Risks & Liability Insurance Cover (As per Current Fleet Status - THE SCHEDULE OF AIRCRAFTS - Hull Pg. 33) * See Note III Below on Additional Information Required .					
a) Hull					
b) Liability					
2) Aviation Hull, War & Allied Perils Insurance (As per Current Fleet Status - THE SCHEDULE OF AIRCRAFTS - Hull Pg. 33)					
3) Hangar Keeper's, & Airport Owners Liability Policy					
4) Spares & Equipment (Us\$ 500,000)					
5) Aviation Personal Accident Insurance					
Pilots & Trainee Pilots					
Reserve Pilots					
TOTAL					

90 DAY LOSS OF USE COVERS AS A RESULT OF PARTIAL LOSS

REG.	MAKE/MODEL	HOURLY HIRE RATE	AV. HOURS DAY	90 Day Loss Of Use Gross Premium(US\$)	Deductible/ Excess	Remarks
5Y- KWM	BELL 407 (Helicoter)	USD 1,700	4 Hrs			
5Y-KWW	BELL 206 L4 (Helicopter)	USD 1,700	4 Hrs			
5Y-KWT	CESSNA 208B	USD 1,700	4 Hrs			
TOTAL						

*** Additional Information Required**

AIRCRAFT REGISTRATION NUMBER	PREMIUM RATE FOR GROUND RISKS ONLY, IF DIFFERENT FROM FULL FLIGHT RISKS
5Y- KWM	
5Y-KWW	
5Y-KWT	
5Y-BCA	
5Y-ADW	
5Y-KWL	
5Y-KWG	
5Y-KWB	
5Y-KWC	
5Y-BCD	
M01532	
M01533	
M01534	
M01535	
M01536	

Instructions On the Price Schedule:

- I. Premium rate **MUST** be indicated.
- II. Attach the proposed Underwriter's signed.
- III. For 1) Aviation Hull All Risks & Liability Insurance Policy cover ; Where different rates apply for each aircraft, kindly indicate in a separate table below the premium and rate break down while indicating the Ground Risks and/or Full Flight Risks as per the table below

SIGNED.....STAMP.....

Section H: - TENDER TECHNICAL EVALUATION

Stage One: Mandatory Requirements

A. Brokers' Mandatory Criteria

To be eligible for this procurement the Broker **must** meet the following requirements

MANDATORY REQUIREMENTS FOR THE BROKER
i. A Certified copy of the certificate of incorporation for the Broker. Broker should have been in existence for at least the last ten (10) years.
ii. Current certificate of registration with the Insurance Regulatory Authority for year 2020- The copies submitted must be certified by the issuing office or accompanied by or accompanied by a cover letter from the issuing office.
iii. Current membership certificate from Association of Insurance Brokers of Kenya-2020. The copies submitted must be certified by the issuing office or accompanied by or accompanied by a cover letter from the issuing office.
iv. Copy of the Current Professional Indemnity policy with an aggregate liability limit of not less than Kenya shillings 100,000,000 . The Professional Indemnity insurance cover shall be valid within the proposed term period and obtained from reputable insurance company. Must not be issued by the underwriter proposed for provision of Aviation Insurance under this tender.
v. Premium turnover- the Broker shall submit documentary evidence indicating that the minimum average aviation premium underwritten through the Broker over the last two years (2017/2018, 2018/2019) was at least Kshs. 10,000,000 per year i.e. a minimum total of Kshs. 20,000,000 for the last two years. Not including business written earlier than year 2017.
vi. A current valid Tax Compliance Certificate from KRA for the Broker.
vii. Documentary evidence that a broker has a minimum paid-up share capital of KES. 1 million.
viii. The technical bid documents must be accompanied by a bid security of Kshs 300,000 in its original form, from a bank incorporated in Kenya. Valid for a period of 120 days from the tender opening
ix. The Brokers shall submit a certified copy of CR12 form detailing the shareholding structure of the company.
x. Fill and submit Self Declaration that the person/tenderer that the Person/Tenderer is not debarred
xi. Fill and submit Self Declaration that the person/tenderer will not engage in any corrupt or fraudulent practice
xii. Undertakings by the Broker
xiii. Unpaid claims (fully documented but still unpaid for more than 21 days) WILL be rejected at this stage.
xiv. Bid document MUST be sequentially paginated and properly bound together.

B. Underwriters' Mandatory Requirements

Only underwriters proposed by the Brokers who met the mandatory requirements in **Section B. 2.3** will be evaluated.

The underwriter must have met the below mandatory requirements in order to proceed to the next stage of the evaluation.

MANDATORY REQUIREMENTS FOR THE PROPOSED UNDERWRITER	
i.	Certified copy of certificate of registration under the Companies Act. The insurance companies proposed by the Brokers should be companies registered under the companies Act. A certified copy of the certificate of registration /incorporation must be attached.
ii.	Certified copy of Registration with the Insurance Regulatory Authority for year 2020. And existence and underwriting aviation business for a minimum period of 10 years. The copy must be certified by the office of the regulator of the Insurance Regulatory Authority/Commissioner Of Insurance or accompanied by a letter from the insurance regulatory authority/commissioner of insurance.
iii.	Certified copy of Registration as member of Association of Kenya Insurers for year 2020. The copy must be certified by the office of the regulator of the insurance regulatory authority/commissioner of insurance or accompanied by a letter from the AKI.
iv.	The proposed insurance companies must provide a copy of the current Aviation reinsurance arrangement treaty.
v.	A copy of the current and valid Tax Compliance Certificate from KRA for the proposed underwriter.
vi.	Certified copies of latest audited financial statements. The Brokers shall submit copies of the latest audited financial accounts of the proposed Underwriter for the period 2017 and 2018.
vii.	Premium turnover: a minimum average annual aviation gross premium of Kshs. 50 million i.e. minimum total of Kshs.100million in the preceding two years (2017/2018, 2018/2019), not including business written earlier than year 2017.
viii.	Paid Up Capital of at least Kshs. 300 million.
ix.	Unpaid claims (fully documented but still unpaid for more than 21 days) WILL be rejected at this stage.

Stage Two: Technical Evaluation Criteria

	TECHNICAL CRITERIA	SCORING CRITERIA	TOTAL (Max Points)
1. Relevant experience of the brokerage firm. (Maximum 5)			
	An outline of experience on provision of Aviation Insurance underwriting services for the last 10 years. List the names of the clients, size of the account, period of insurance, and references.	5	5
2. Staff qualifications and experience			
	a) Team leader(Maximum 15 points) If Nominated the team leader is the Principal Officer/CEO AND	2	10
	-Graduate and ACII or AIIK qualification, with at least 15 years' experience in the insurance industry	8	
	-Graduate and ACII or AIIK qualification, with 11-14 years' experience in the insurance industry	7	
	-Graduate and ACII or other insurance qualification, with 10 years' experience.	6	
	-Non-Graduate and Non-ACII or AIIK qualification,.	3	
	b) Senior manager with(Maximum 8 points) -Graduate or ACII or AIIK qualification, with at least 11 years' experience in the insurance industry. -Graduate or ACII or AIIK qualification, with 7-10 years' experience in the insurance industry. -Graduate or ACII or AIIK qualification, with 7 years' experience in the insurance industry -Non-Graduate and Non-ACII or AIIK qualification.	8 7 6 3	8
	c) Two technical Underwriting and Claims staff each with(Maximum 8 points) -University Degree, with at least 8 years' experience the insurance industry and demonstrated progress in ACII or AIIK qualification -University Degree, with between 5-8 years' in the insurance industry and demonstrated progress in ACII or AIIK qualification. -University Degree, with 5 years' in the insurance industry and demonstrated progress in ACII or AIIK qualification. -Non-Graduate and Non-ACII or AIIK qualification.	8 7 6 3	8
3. Broker's Aviation Client numbers (Maximum 8 points)			

	- Favourable (conforming to turn around times as per KWS Scope of Service) references from at least 10 current Aviation clients	8	
	- Favourable (conforming to turn around times as per KWS Scope of Service) references from 9-8 current Aviation clients	7	
	- Favourable (conforming to turn around times as per KWS Scope of Service) references from 8 current Aviation clients	6	
	- Favourable (conforming to turn around times as per KWS Scope of Service) references from less than 8 current Aviation clients	3	
4. Broker's Aviation Client size (Maximum 8 points)			
	- top largest current clients with total Aviation premium value of over Kshs. 30 millions	8	
	- top largest current clients with total Aviation premium value of between Kshs. 26-30 millions	7	
	- top largest current clients with total Aviation premium value of between Kshs. 20-25 millions	6	
	- top largest current clients with a total Aviation premium value of less than Kshs. 20 –millions	3	
5. Scope of Service (Maximum 20 points)			
	Conformity to SECTION E: SCOPE OF SERVICES		
	Each Scope 0.5 Point. (Max 10 Points)	10	
	Additional 10 point for Value Added Service	10	
6. Proposed Covers (Maximum 25 points)			

	Proposed cover- detailed policy enhancements, completeness, terms and conditions of covers.																						
	<table><tr><th>Cover Description</th></tr><tr><td>a) AVIATION HULL "ALL RISKS "AND LIABILITIES INSURANCE COVER Interest: Sum insured / Limits of liability: Deductible: Geographical limits: Extensive Clauses:</td></tr><tr><td></td></tr><tr><td>b) AVIATION HULL WAR AND ALLIED PERILS COVER Coverage: Limits of liability: Geographical limits:</td></tr><tr><td></td></tr><tr><td>c) AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE COVER. Interest: Limits of liability: Situation:</td></tr><tr><td></td></tr><tr><td>d) SPARES PARTS \$ EQUIPMENT INSURANCE COVER Interest & Limits:</td></tr><tr><td></td></tr><tr><td>e) PILOTS AND AIRCREW PERSONAL ACCIDENT INSURANCE COVER Interest: Insured persons: Benefits: Geographical Limits:</td></tr></table>	Cover Description	a) AVIATION HULL "ALL RISKS "AND LIABILITIES INSURANCE COVER Interest: Sum insured / Limits of liability: Deductible: Geographical limits: Extensive Clauses:		b) AVIATION HULL WAR AND ALLIED PERILS COVER Coverage: Limits of liability: Geographical limits:		c) AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE COVER. Interest: Limits of liability: Situation:		d) SPARES PARTS \$ EQUIPMENT INSURANCE COVER Interest & Limits:		e) PILOTS AND AIRCREW PERSONAL ACCIDENT INSURANCE COVER Interest: Insured persons: Benefits: Geographical Limits:	<table><tr><th>SCORE</th></tr><tr><td>14</td></tr><tr><td></td></tr><tr><td>2</td></tr><tr><td></td></tr><tr><td>2</td></tr><tr><td></td></tr><tr><td>2</td></tr><tr><td></td></tr><tr><td>5</td></tr></table>	SCORE	14		2		2		2		5	25
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SCORE																							
14																							
2																							
2																							
2																							
5																							
7. Service provision Approach, and Methodology (Maximum 8 points)																							
	A demonstration of the bidder’s capability to arrange insurance cover for KWS, AND Appropriateness of the methodology and work plans,	4 4	8																				
8	Broker’s Risk management capacity(Maximum 10 points)																						

	Methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations	10	10
9	Broker's Information Technology (Maximum 5 points)		
	The Brokers proof of suitable information management technology.	4	4
10	Underwriter's Financial stability for the last two years(Maximum 10 points)		
	Provide Audited Annual Financial statements for 2017& 2018.	10	10
	Current ratio above 2:1	5	
	Current ratio between 1.5: and 2:1	5	
11.	Underwriter's Aviation Client numbers (Maximum 8 points)		
	- Favourable (conforming to turn around times as per KWS Scope of Service) references from at least 15 current Aviation clients	8	8
	- Favourable (conforming to turn around times as per KWS Scope of Service) references from 11-14 current Aviation clients	7	
	- Favourable (conforming to turn around times as per KWS Scope of Service) references from 10 current Aviation clients	6	
	- Favourable(conforming to turn around times as per KWS Scope of Service) references from less than 10 current Aviation clients	3	
12.	Underwriter's Aviation Client size (Maximum 8 points)		
	- top largest current clients with total Aviation premium value of over Kshs. 60 millions	8	8
	- top largest current clients with total Aviation premium value of between Kshs. 56-60 millions	7	
	- top largest current clients with total Aviation premium value of between Kshs. 51-55 millions	6	
	- top largest current clients with a total Aviation premium value of less than Kshs. 50 –millions	3	
13.	Reinsurance Treaty (Maximum 10 points)		
	- List Names of Reinsurers	2	10
	- Reinsurance Method	2	
	- Valid reinsurance period	2	
	- Risk Attaching basis	2	
	- ReinsuranceAviation class	2	
TOTAL			150

The pass mark for technical evaluation scores will be 75%. Only bidders that will have attained this pass mark will have their proposed underwriters evaluated and financial proposals opened for commercial evaluation.

Section I - STANDARD TENDER FORMS

Notes on the standard Forms:

1. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted in the tender technical proposal.
2. Tender Bid Security Form - When required by the tender document the Tenderer technical proposal shall provide the tender security in the form included hereinafter.
3. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015. Must be completed by the Broker and submitted with the tender technical proposal.
4. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE. Must be completed by the Broker and submitted with the tender technical proposal.
5. Client Reference Letter –completed by the Broker’s Clients and submitted with the tender technical proposal.
6. Client Reference Letter –Underwriter - completed by the Underwriter’s Clients and submitted with the tender technical proposal.
7. Form of Tender- The form of Tender must be completed by the tenderer and submitted in the financial proposal. It must also be duly signed by duly authorized representatives of the tenderer.
8. Performance security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
9. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
10. Price Schedule Form – see Section G of the tender document.

FORM 1. CONFIDENTIAL BUSINESS QUESTIONNAIRE: to be filled by Broker only

A: GENERAL INFORMATION:

- 1.1 Business/Company Name:.....
- 1.2 Date of Registration.....
- 1.3 Postal Address Code Town.....
- Tel No
- Mobile Phone.....
- Email
- 1.4 Location of business premises:
- Street/Road..... Building and
- Floor..... Plot No
- 1.5 Current Trade License No Expiring date
- 1.6 Who are your Principal Bankers Branch
- 1.7 Details of business registration: Please complete the relevant section.**

Part 1.7 (a) – Sole Proprietor

Your name in full

Are you a Kenya Citizen?..... If not, what is your Nationality

Part 1.8(b) – Partnership/Registered Company

Country of incorporation..... Date.....

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSHIP (SHARES)
1				
2				
3				
4				

Signature.....Date.....

OFFICIAL STAMP HERE:

FORM 2. TENDER/BID SECURITY FORM

Whereas..... *[name of the tenderer]*

(hereinafter called “the tenderer”) has submitted its tender dated
.....*[date of submission of tender]* for the supply of.....

.....
[name and/or description of the goods] (hereinafter called “the
Tender”).....

KNOW ALL PEOPLE by these presents that WE.....
of..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto.....
...*[name of Procuring entity]* (hereinafter called “the Procuring entity”) in the
sum offor which payment well and truly to be made to the said
Procuring entity, the Bank binds itself, its successors, and assigns by these
presents.

Sealed with the Common Seal of the said Bank this _____ day of ____ 20__.

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

FORM 3. SELF DECLARATION. *to be filled by Broker only*

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

I, <<Insert Broker Name>>, 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 4. SELF DECLARATION. to be filled by Broker only

SELF DECLARATION THAT THE PERSON/TENDERER WILL **NOT ENGAGE** IN ANY CORRUPTOR FRAUDULENT PRACTICE.

I,.....<<Insert Broker Name>>....., 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 corrupt practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

(Title)

(Signature)

(Date)

Bidder's Official Stamp

FORM 5. CLIENT REFERENCE LETTER -BROKER

Your Ref: TENDER NO. KWS/OT/ADMIN/11/2019-2020

**To: THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P.O. BOX 40241-00100, NAIROBI**

Date __/__/__

Dear Sir,

REF: RECOMMENDATION LETTER FOR _____(Broker)_____

This is to confirm that _____(Broker)_____ Of P.O. Box _____ has been our contracted insurance brokers in 2019/2020.

Past Performance Evaluation Form

Current Aviation Covers Handled in the last 1 year					
Current Annual Aviation Premium underwritten in the last 1 year (2019- now)	Kshs				
Types of Aviation insurance claims recovered in the last 1 year, if any	<table><tr><td>Class</td><td>Amount Kshs</td></tr><tr><td></td><td></td></tr></table>	Class	Amount Kshs		
Class	Amount Kshs				
Average Turnaround time per claim recovered, if any	<table><tr><td>_____</td><td>Days/Weeks/Months</td></tr><tr><td colspan="2">(Delete as appropriate)</td></tr></table>	_____	Days/Weeks/Months	(Delete as appropriate)	
_____	Days/Weeks/Months				
(Delete as appropriate)					
Value Added Service offered by the broker (Training, Hull Valuation, Risk Surveys e.t.c.)					

Declaration:

I/We, the undersigned state and declare that the above information is correct and that I/we is/are authorized to sign this recommendation letter. In case of any enquiry, please contact the undersigned.

Full Name.....

Signature Title.....

Email:.....

Dated this __ day of __ year 2020

Client's / Company's Official Rubber Stamp

FORM 6. CLIENT REFERENCE LETTER –UNDERWRITER

Your Ref: TENDER NO. KWS/OT/ADMIN /11/2019-2020

**To: THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P.O. BOX 40241-00100, NAIROBI**

Date __/__/__

Dear Sir,

RE: RECOMMENDATION LETTER FOR _____(underwriter)_____

This is to confirm that _____(underwriter)_____
Of P.O. Box _____ is our contracted Aviation insurance
underwriter in 2019/2020.

Past Performance Evaluation Form

Current Annual Premium for Aviation Insurance Policies Handled in the last 1 year (2019-now)	Kshs _____				
Total Aviation Claims Paid by the underwriter in the last 1 year, if any	<table><tr><td>Class</td><td>Amount Kshs</td></tr><tr><td> </td><td> </td></tr></table>	Class	Amount Kshs		
Class	Amount Kshs				
Average Turnaround time per claim	_____ Days/Weeks/Months (Delete as appropriate)				

Declaration:

I/We, the undersigned state and declare that the above information is correct and that I/we is/are authorized to sign this recommendation letter. In case of any enquiry, please contact the undersigned.

Full Name.....

Signature Title.....

Email:.....

Dated this __ day of __ year 201__

Client's /Company's Official Rubber Stamp

Form 7. FORM OF TENDER

Date: _____ Tender N^o: _____

To: THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P.O. BOX 40241, NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver Aviation Insurance underwriting service[s] in conformity with the said tender documents for the sum of:

(a) Option 1.....

(b) Option 2.....

(c) Option 3..... *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices/rates attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the services as prescribed In the tender document

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Wildlife Service.

4. We agree to abide by this Tender for a period of.....*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

FORM 8. PERFORMANCE SECURITY.

To: _____ [Name of the Procuring entity]_____

WHEREAS _____ [name of tenderer] _____ (Hereinafter called “the tenderer”) has undertaken, in pursuance of _____ Contract No. _____ [reference number of the contract] _____ dated _____ 20 _____ Provision of _____ [Description services] _____.

(Hereinafter called “the contract”)

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

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

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

This guarantee is valid until the _____ day of 20 _____

Signature and seal of the Guarantors

_____ [name of bank or financial institution] _____

_____ [address] _____

_____ [date] _____

Form 9.CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20 ____ between.....[name of procurement entity] of ____ [country of Procurement entity]____ (hereinafter called “the Procuring entity”) of the one part and ____ [name of tenderer] ____ of ____ [city and country of tenderer]____ (hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz _____. [brief description of materials and spares] and has accepted a tender by the tenderer for the Provision of _____ in the sum of _____ [contract price in words and figures] _____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a)the Tender Form and the Price Schedule submitted by the tenderer;
- (b)the Schedule of Requirements;
- (c)the Technical Specifications;
- (d)the General Conditions of Contract;
- (e)the Special Conditions of Contract; and
- (f)The Procuring entity’s Notification of award.

3.In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide Provision of _____ and to remedy defects therein in conformity in all respects with the provisions of the Contract

4.The Procuring entity hereby covenants to pay the tenderer in consideration of the Provision of _____ and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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