



## **UNCLAIMED FINANCIAL ASSETS AUTHORITY**

### **TENDER FOR PROVISION OF GENERAL INSURANCE COVER FY 2018/2019**

#### **RESTRICTED TENDER – INSURANCE BROKERAGE FIRMS**

**TENDER NO. UFAA/GI/007/ 2018 – 2019**

**NOTICE DATE: 11<sup>TH</sup> JULY, 2018**

**CLOSING DATE: WEDNESDAY 25<sup>TH</sup> July, 2018 AT 10.30AM**

2<sup>ND</sup> FLOOR, PACIS CENTRE

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## SECTION I: INVITATION

Date: 11<sup>th</sup> July, 2018

### UFAA TENDER NO. UFAA/GI/007/2018-19 – PROVISION OF GENERAL INSURANCE COVERS FOR 2018/2019FY

The Unclaimed Financial Assets Authority (UFAA) invites all eligible bidders to submit sealed tenders for Provision of General Insurance Covers for FY 2018-2019 as per tender document. The contract will be for a period of **one year** from commencement date to be renewed for a further **one year** based on performance. ***The Tender is Restricted to Insurance Brokerage Firms.***

Interested candidates may obtain complete tender document Free of Charge from Procurement Function located at **Pacis Centre 3<sup>rd</sup> floor** or may be downloaded from our website [www.ufaa.go.ke](http://www.ufaa.go.ke) or IFMIS supplier portal <http://supplier.treasury.go.ke>. Firms that download the document must arrange to forward their particulars/contacts to the email address [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addenda, if any.

Prices quoted should be net inclusive of all taxes, shall be expressed in Kenya Shillings and shall remain valid for a period of (120) days from the closing date of the tender.

The tenderer shall furnish, as part of its tender, a tender security of Kshs 100,000.00 (One hundred thousand shillings only) from a reputable Bank or a PPRA approved Insurance firm.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and should be addressed to:

**The Chief Executive Officer  
Unclaimed Financial Assets Authority  
P.O. Box 28235-00200  
Nairobi**

The tender documents must be deposited in the **Tender Box** provided at **Pacis Centre, Slip Road Off, Waiyaki Way, 2<sup>nd</sup> Floor** so as to reach us not later than: **Wednesday, 25<sup>th</sup> July, 2018 at 10:30 AM**

Opening of the tenders will take place immediately thereafter in Board Room, 2<sup>nd</sup> Floor in the presence of the tenderers representatives who choose to attend.

**CHIEF EXECUTIVE OFFICER**

***NB: UFAA reserves the right to accept or reject any tender either in whole or in part***

## SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for one financial year from the date of commencement (FY 2018 - 2019).
- 2.1.2 The UFAA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender as per public procurement the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UFAA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the UFAA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs 1,000.00.
- 2.2.3 The UFAA shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

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

## **2.12. Tender Security**

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

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

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

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

- a) Cash.
- b) A bank guarantee.
- c) Insurance company authorized by PPRA

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

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

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



2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.29 or
  - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the UFAA as non-responsive.

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

### **2.14. Format and Signing of Tenders**

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

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

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

### **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the UFAA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **25<sup>th</sup> July 2018**."

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

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

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the UFAA at the address specified under paragraph 2.15.2 not later than **25<sup>th</sup> July 2018**.

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

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

2.16.4 *The tenderer is required to serialize all pages for each bid submitted.*

## **2.17. Modification and Withdrawal of Tenders**

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

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

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

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

## **2.18. Opening of Tenders**

- 2.18.1 The UFAA will open all tenders in the presence of tenderers' representatives who choose to attend, on **25<sup>th</sup> July 2018 at 10.30AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the UFAA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The UFAA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The UFAA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The UFAA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

## **2.21. Conversion to single currency**

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

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied. (a)

### **Operational Plan**

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

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such

alternative payment schedule. The UFAA may consider the alternative payment schedule offered by the selected tenderer.

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

### **2.23. Contacting the UFAA**

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

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

### **2.24 Post-qualification**

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

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

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

### **2.25 Award Criteria**

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.
- (e) Please see other key requirements for consideration of award on Page 24 (special conditions of Contracts)

## **2.26 UFAA's Right to Vary quantities**

The UFAA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

## **2.27 UFAA's Right to accept or Reject any or all Tenders**

2.27.1 The UFAA 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. If the UFAA determines that none of the tenders is responsive, the UFAA shall notify each tenderer who submitted a tender.

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

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

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the UFAA will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the UFAA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the UFAA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.29 Signing of Contract**

2.29.1 At the same time as the UFAA notifies the successful tenderer that its tender has been accepted, the UFAA will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the UFAA.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.30 Performance Security**

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the UFAA.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the UFAA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The UFAA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.31.2 The UFAA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## Appendix to instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.	Registered Insurance Brokerage Firms who can provide all the necessary information as per the requirements in this document
2.1.3.	This paragraph does not apply to this tender.
2.2.2.	The price for tender documents shall be Kshs.1,000.00 or free of charge if downloaded from website
2.4.3.	Preference will not apply in this tender.
2.12	Tender security of 100,000.00 (One hundred thousand shillings)
2.15.2 (b)	Closing date will be on <b>25<sup>th</sup> July 2018 at 10:30AM</b>
2.16.1	As 2.15.2 (b) above
2.18.1	As 2.15.2 (b) above
2.16.3	Such bulky documents will be physically availed by the tenderers at the time of opening the Box and members will be notified of the same before the box is opened. Any similar documents brought after the opening will obviously be rejected.
2.18.2.	Reading of prices will be done if practical to do so.
2.25.2	In addition to what is under 2.25.2 the tenderer will be required to fill in all the necessary forms attached.
2.30.1	Successful tenderer shall submit a performance security equivalent to 10% of the contract amount before signing of the contract



**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Service Provider shall not, without the UFAA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing,

pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Service Provider shall not, without the UFAA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the UFAA and shall be returned (all copies) to the UFAA on completion of the contract's or performance under the Contract if so required by the UFAA.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Service Provider in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.82. Payment shall be made promptly by the UFAA, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider.

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the UFAA's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the UFAA within 30 days of receiving the request.

### **3.10. Assignment**

- 3.10.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the UFAA's prior written consent.

### **3.11. Termination for Default**

- 3.11.1 The UFAA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
  - (a) If the Service Provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the UFAA.
  - (b) If the Service Provider fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the UFAA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**

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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.2. Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of Contract	Special condition of contract
3.6.1 Performance Security	10% of the contract amount
3.7 Delivery of Services	As per scope of services below and schedule of requirements
3.8 Payment	Payment will be made as per the terms stated in the agreement.
3.9 Price adjustment	Prices will not be adjusted
3.16 Applicable law	The laws of Kenya
3.18 Notices	As above

*NOTE:*

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

- 1) Structuring and obtaining optimum policy covers from the underwriters in accordance with the tenders submitted.
- 2) Remitting to the Underwriters all premiums paid to you by the Authority in accordance with the provision and requirements of the Insurance Act, Cap 481 and give the Authority written confirmation on the same within seven (7) days of performance. When requested, you should furnish the Authority with explicit authority from the Underwriter to collect the premium on their behalf;
- 3) Analyze, review, scrutinize the policy document and any endorsements there-in, and if the entire policy document is found to be satisfactory, such document to be deposited with the Manager HR& Administration not later than fifteen (15) days of inception of cover;
- 4) Ensure proper claims administration by fully coordinating prudent requirements between the Authority and the selected Underwriter;
- 5) Ensure all documented claims are settled within twenty one (21) days;
- 6) Ensure preparation of monthly claims reports which must be submitted to the Authority by the 15<sup>th</sup> of the following month;
- 7) Arrange quarterly meetings to be held to review performance of the policy by 15<sup>th</sup> of the following quarter;
- 8) Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of Authority from time to time.
- 9) Negotiate with the qualified underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- 10) Such other services as may be related or ancillary to the due performance of the above works.

## **SPECIFICATIONS FOR GENERAL INSURANCE COVER FOR UFAA ASSETS AND SERVICES**

### **CONDITIONS TO BE MET BY INSURANCE BROKER**

1. Must be registered with the Commission of Insurance/ Insurance Regulatory Authority (IRA) for the year 2018
2. Must give a list of 5 (five) reputable clients and the total clients premium in the previous year
3. Must be a current member of the Association of Insurance Brokers of Kenya (AIBK)
4. Must have been in similar business handling similar values for not less than 10 years
5. Valid tax compliance certificate from KRA (also attach copies of PIN)
6. List of Directors with respective shareholding & details of citizenships CR12
7. Certificate of Company Registration/Incorporation under the companies Act Cap
8. Must submit original quotations from their preferred underwriter

### **Evaluation Criteria and Comparison of Tenders**

The Authority will evaluate and compare the tenders to determine their responsiveness, pursuant to paragraph 2.20 as follows:

### **STAGE ONE – PRELIMINARY AND MANDATORY EVALUATION**

#### **Statutory / Mandatory Requirements (YES/NO)**

1. Valid Company Registration/Incorporation Certificate
2. Valid Tax Compliance Certificate
3. Anti-corruption Pledge duly signed and stamped in the format provided
4. Form of tender dully filled, signed and stamped in the format provided
5. Original Tender Security of Kenya Shillings 100,000.00 from a reputable bank in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA),
6. Confidential Business Questionnaire dully filled, signed & stamped
7. Must be registered with the Commission of Insurance/ Insurance Regulatory Authority (IRA) for the year 2018
8. Must be a current member of the Association of Insurance Brokers of Kenya (AIBK)
9. Valid copy of CR12 form issued by registrar of company
10. Submission of original & copy of tender document properly **TAPE BOUND** and **PAGINATED in the correct sequence** and all pages **MUST** be **initialed** or **stamped**. **NB: Spiral binding and box files shall lead to disqualification**
11. Must have a Bank guarantee of Kshs.3,000,000.00 deposited with the Commissioner of Insurance and a Copy be submitted
12. Must have a Professional Indemnity Insurance Cover of at least Kshs. 10,000,000.00 and a copy be submitted with the tender
13. Insurance Company's Authorization Form dully filled, signed & stamped

**NB: Tenders which do not meet any of the above requirements shall be rejected at this stage and will not be evaluated further.**



## STAGE TWO – TECHNICAL REQUIREMENTS EVALUATION

Documentary evidence must be provided for each requirement – non-compliance may lead to disqualification or nil points.

Parameter	Criteria for awarding marks	Max points
Specific experience of the broker related to the assignment	Must have continuously operated as insurance broker for the last 10 years - 1 mark for each year – 10 marks	10
	Five years' experience in handling property and motor vehicle insurance cover- 2 mark for each- 10 marks	10
	Five (5) reference from clients that the brokers has handled property and motor insurance cover of the following magnitude <ul style="list-style-type: none"> <li>• Up to &amp; above Ksh 10 Million- 10 Marks</li> <li>• Up to Ksh 7.5Million - 8 Marks</li> <li>• Up to Ksh 5.0 Million - 6 Marks</li> <li>• Up to Ksh 3.5 Million - 4 Marks</li> <li>• Up to Ksh 2.0 Million - 2 Marks</li> </ul>	10
Policy outline	Special extensive clauses enhancing the cover that will ensure no excess covers. Clear demonstration on how to manage the cover so that the Authority gets value for money and the Institute does not be burdened with excess expenses.	10
	Ability to offer the insurance cover as stated:- Note that major deviation from the scope of the cover will lead to automatic rejection of the tenderer bid.( Refer to Schedule of requirements)	10
Proposed operational plan and methodology	Proposed approach to comply with scope of Services <ul style="list-style-type: none"> <li>• Claims management - 5 marks</li> <li>• Technical advisory services - 5 marks</li> </ul>	10
Qualification and competence of key staff	Team leader qualified as below: <ul style="list-style-type: none"> <li>• Team leader being a CEO or equivalent - 2 Marks</li> <li>• Ten years' experience- 4 Marks</li> <li>• AC11 Qualification- 4 Marks : <b>Please attach CVs/Certificates</b></li> </ul>	10
	At least five other technical staff qualified as follows:- <ul style="list-style-type: none"> <li>• Five technical staff with five years' experience in insurance sector - (One mark for each) 5 marks</li> <li>• Five technical staff with Diploma in insurance-(One mark for each) 5 marks : <b>Please attach CVs/ Certificates</b></li> </ul>	10
Underwriters claim management and settlement	Evidence signed and stamped by proposed underwriter of five claims paid with values above 5 million in the past one year - each qualifying evidence- 2 marks	10
	Demonstration of ability to honour claims by submitting audited financial accounts in order to affirm level of capitalization ( Net Assets) and working capital for the last three years	10
	<b>TOTAL</b>	100

**Firms that score 70 points and above at the technical evaluation stage will be subjected to financial evaluation.**

### STAGE THREE: FINANCIAL EVALUATION (PRICE)

In arriving at the lowest evaluated bid, the following shall form part of the financial evaluation:-

- a) The insurance broker shall recommend only one underwriter. Where a broker does not comply, UFAA shall be entitled to reject the broker's bid as non-responsive.
- b) Unit prices and rates quoted and indicated shall be fixed during the term of contract. **A tender submitted with an adjustable price will be rejected.**
- c) UFAA shall take into consideration previous claims and underwriting performance of underwriters in determining the substantial responsiveness at tender award. The factors to be considered shall include arbitrary rejection of disputed claims and failure to satisfactorily conclude claims and satisfy agreed performance benchmarks
- d) The broker's price schedule for each policy shall be supported by a copy of price quotation from the recommended underwriter. All quotations **MUST** be accompanied by underwriter's quotations duly signed by the underwriters authorized officials.
- e) Quotations that are not supported by underwriter's quotation will not be considered for evaluation.
- f) The firm that complies with all the above requirements and is determined as the lowest evaluated will be considered for award.

#### Summary of Price Schedule

Item Nos.	Description Of Insurance Cover/Policy	Premium in Kshs
1.	Fire & Allied Perils	
2.	Burglary	
3.	Property Owners/Public Liability	
4.	All Risks	
5.	Travel/Baggage Insurance	
6.	Trustees Liability	
7.	Electronic Equipment	
8.	Private Cars	
9.	Commercial Vehicles	
10.	Cash in transit	
	<b>TOTAL ANNUAL PREMIUM (Transferred to Form of Tender)</b>	

**Tender for Provision of Insurance Services(Risk Notes)– No.1**

**Tender No. UFAA/GI/007/2018 -19**

**SECTION VI - SCHEDULE OF REQUIREMENTS**

**Risk Notes– No. 1**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Fire / Insurance Perils
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Fire lighting, Bush Fire, Explosion on buildings and destruction of contents / properties inside; Spontaneous combustion and other perils as per policy.
Sum Insured	<b>AS PER ATTACHED SCHEDULE – ANNEX 1</b>

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) –No. 2**

**Tender No. UFAA/GI/007/2018 -19**

**Risk Notes– No. 2**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Burglary
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Dismantling / forceful breakage / entry and theft of properties
Sum Insured	<b>AS PER ATTACHED SCHEDULE – ANNEX 1</b>

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) – No. 3**

**Tender No. UFAA/GI/2018 -19**

**Risk Notes– No. 3**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Public Liability
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Legal liability in respect of accident, death, bodily injury / illness or loss / damage to property of third parties.
Sum Insured	Kshs.10, 000,000.00 claim and annual aggregate.

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) – No. 4**

**Tender No. UFAA/GI/007/2018 -19**

**Risk Notes– No. 4**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	All Risks
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Damages caused by power surge on electronic equipment in offices, office equipment, switch-board, telex, fax machines, projectors. Damages caused by: - Lightning, explosion, aircraft, other aerial devices, articles dropped there from riot, civil commotion, strikers, persons taking part in labour disturbances, malicious persons other than thieves, earthquakes, storms, floods, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, falling trees, etc.
Sum Insured	<b>AS PER ATTACHED SCHEDULE – ANNEX 1</b>

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) – No. 5**

**Tender No. UFAA/GI/2018-19**

**Risk Notes– No. 5**

<b>INSURED</b>	<b>TRUSTEE LIABILITY</b>
Class of Policy / Risk	Trustees Liability
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Loss incurred by the Authority which the Authority is legally obligated to pay for any wrongful act including, computer fraud, funds transfer fraud
Any one Claim	Kshs.15, 000,000.00
Any one Event	Kshs 15,000,000.00
Fund Value	Kshs 36 Billion

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) – No. 6**

**Tender No. UFAA/GI/007/2018 -19**

**Risk Notes- 6**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Private / Car pool small vehicles 5 passengers and below
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Comprehensive
Sum Insured	<b>AS PER ATTACHED SCHEDULE – ANNEX 1</b>

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....



**Tender for Provision of Insurance Services (Risk Notes) – No. 7**

**Tender No. UFAA/GI/2018-19**

**Risk Notes– No. 7**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Commercial vehicles
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Comprehensive and legal liability to the passengers
Sum Insured	<b>AS PER ATTACHED SCHEDULE – ANNEX 1</b>

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) – No. 8**

**Tender No. UFAA/GI/2018-2019**

**Risk Notes– No. 8**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Computer& Electronic Equipment
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	All risks of loss or damage to all electronic equipment and computers including software
Estimated annual earnings	<b>AS PER ATTACHED SCHEDULE – ANNEX 1</b>

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes) – No. 9**

**Tender No. UFAA/GI/007/2018 - 19**

**Risk Notes – No. 9**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Travel/Baggage Insurance
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	Travelers Baggage as per standard policy. Quote for annual travel insurance cover for approximately 5 Travelers per year (staff and Directors) – 7 Days (Gold)
Limit	World wide Broker to provide benefits and limits

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

**Tender for Provision of Insurance Services (Risk Notes)**

**Tender No. UFAA/GI/007/2018-2019**

**Risk Notes – No. 10**

<b>INSURED</b>	<b>UFAA</b>
Class of Policy / Risk	Cash in Transit
Period	One year (2018/19), Renewal for one more year subject to satisfactory performance
Cover (Details)	This cover would protect your organization against "All Risks" of physical loss and/or damage to money whilst in transit to and from the premises and while it is in the premises during and after working hours.
Fund Value	Kshs 500,000

**Tender Signed by:** .....

**Company Stamp:**.....

**Date:**.....

**Telephone Number:** .....

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

- 1) **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2) **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
- 3) **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 4) **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 5) **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
- 6) **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.
- 7) **Anti-Corruption Declaration / Commitment / Pledge Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 8) **Insurance Company's Authorization Form** - This form must be completed by the tenderer and submitted with the tender documents.

**FORM OF TENDER**

To: UFAA NAIROBI. Date ..... Tender No. .... Tender Name.....

Gentlemen and/or Ladies:-

- 1. Having examined the Tender documents including Addenda No. .... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ..... (Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
- 2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
- 3. We agree to abide by this Tender for a period of .....[120] 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.
- 4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- 5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
[Signature] [In the capacity of] Duly

authorized to sign tender for and on behalf of \_\_\_\_\_

## **CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between UFAA (hereinafter called "the UFAA") 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 the Insurance Brokerage services and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called "the Contract Price"). NOW

THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (UFAA)

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c), which ever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

### **Part – General:**

Business Name ..... Location  
of business premises ..... Plot No.  
.....

Street/Road .....

Postal Address .....Tel. No. .... Fax  
..... Email .....

Nature of business .....

Registration Certificate No. .... Maximum  
value of business which you can handle at any one time Kshs.

..... Name of  
your bankers .....

Branch ..... art 2(a) – Sole Proprietor: Your name  
in full ..... Age  
.....

Nationality ..... Country of origin .....

Citizenship details.....

### **Party 2(b) – Partnership**

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....



**Part 2(c) – Registered Company:**

Private or public ..... State the nominal and issued capital of the company –

Nominal Kshs.. ..... Issued Kshs..... Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply .....[description of insurance 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 a 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 of money 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 of financial institution]

\_\_\_\_\_  
[Address]

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

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM**

I/We ..... of Post Office Box  
..... declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No.  
..... for or in the subsequent performance of the contract if I/We am/are successful.

Signed by ..... C.E.O. or Authorized Representative. Name

.....

Designation.....

Signature ..... Date

.....

**In case of sub-contracting**

Signed by ..... CEO of the firm to be subcontracted

Name .....

Designation.....

Signature ..... Date

.....

**INSURANCE COMPANY'S AUTHORIZATION FORM**

(Sample format below)

To: Address of procuring entity

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

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

Signature of Authorized Official: .....

Name and Designation of Authorized official: .....

Underwriting Company's official Rubber stamp

.....

## ANNEX 1 – PRICES IN KSH

UNCLAIMED FINANCIAL ASSETS AUTHORITY						
ASSET REGISTER AS AT 11.07.2018						
	CLASS	DESCRIPTION		SERIAL NO.	PURCHASE DATE	PURCHASE PRICE
<b>A</b>	<b>MOTOR VEHICLES</b>					
		KBZ 017D - Toyota Hiace	Commercial	KBZ 017D	2013/2014	7,103,700
		KCA 607F - Toyota Corolla	Passenger	KCA 607F	2014/2015	4,150,600
		KCA 547F -VW Passat	Passenger	KCA 547F	2014/2015	5,044,951
		<b>Cost of Motor vehicles</b>				<b>16,299,251</b>
<b>B</b>	<b>FURNITURE, FIXTURES &amp; FITTINGS</b>					
		Fixtures & Partitions - 2nd floor			2014/2015	41,320,732
		LAN			2014/2015	11,487,680
		1 Mobile filing cabinet			2014/2015	485,200
		4 Office cabinets - 4 drawers			2014/2015	180,000
		7 Fireproof cabinets			2014/2015	1,578,360
		2 Fourway workstation			2014/2015	605,000
		4 Twoway workstation			2014/2015	608,600
		4 Fireproof cabinets			2014/2015	862,000
		2 Office couches			2014/2015	890,000
		2 Four door bookshelves			2014/2015	390,000
		2 Twodoor Bookshelves			2014/2015	196,500
		Conference table			2014/2015	455,000
		2 Visitors chairs			2014/2015	152,000
		Coat hangers			2014/2015	12,000
		1 Highback seat			2014/2015	14,000
		2 Visitors chairs			2014/2015	12,000
		1 Secretarial			2014/2015	10,000
		1 Office Desk			2014/2015	20,000
		2 Visitors chairs			2014/2015	77,000
		1 Secretarial Desk			2014/2015	75,000
		2 Secretarial Chairs			2014/2015	93,000
		5 Office chairs			2014/2015	375,000
		2 Executive desks (2.0m)			2014/2015	297,800
		6 Executive Desks (2.0m)			2014/2015	783,000
		1 Reception chair			2014/2015	45,500
		3 Executive chairs			2014/2015	376,500
		20 Conference chairs			2014/2015	990,000
		5 Executive Chairs			2014/2015	627,500

	Notice Board			2014/2015	10,750
	Suggestion Box			2014/2015	16,000
	Complaints Box			2014/2015	16,000
	L Shape Office Workstation			2015/2016	144,000
	Tender Box			2015/2016	29,550
	Quotation Box			2015/2016	22,650
	Coat hangers			2015/2016	10,500
	Tea trolley			2015/2016	29,550
	2 Executive Desks with Side drawers			2015/2016	84,960
	10 Mesh chair (Medium back)			2015/2016	81,500
	10No. Orthopaedic seats			2016/2017	480,000
	1No. Three way L- Shaped work station			2016/2017	95,000
	1No. Four way wooden workstation			2016/2017	187,241
	1No. Meeting table 1200/1200/760			2016/2017	39,000
	4No. PU Executive chairs			2016/2017	128,000
	16No. Medium back visitors chair			2016/2017	512,000
	8No. Kitchen Ramboo Chairs			2016/2017	120,000
	4No. Lockable metallic Cabinets			2016/2017	96,000
	Secretarial desk			2016/2017	45,000
	3No. Wooden multiple executive hanger			2016/2017	39,000
	Paper shredder			2016/2017	68,900
	10No. Maestro Gold othopaedic swivel high back seat			2016/2017	350,000
	3No. Three linkmetallic visitor seat			2016/2017	105,000
	Coffee table			2016/2017	18,000
	Executive conference table			2016/2017	68,000
	2No. Rectangular table with formica (Kitchen)			2016/2017	42,600
	Movable white board			2016/2017	28,500
	2No. Condom dispenser			2016/2017	20,000
	2No. Coffee table			2016/2017	50,000
	Credenza 1.2m			2016/2017	29,500
	3No. Wooden coat hanger single use			2016/2017	29,400
	Executive wooden cabinet (Chairs1			2016/2017	189,000
	Fire proof mettalic cabinet/safe			2016/2017	195,000
	Fixtures & Partitions - 3rd floor			2016/2017	21,949,009
	Airconditioning and mechanical ventilation 2nd floor			2016/2017	3,451,000
	2No. Tea/milk boiler			2016/2017	90,000
	5No. Orthopedic Chairs			2017/2018	291,500
	3No. Executive wooden cabinet, two doors, glass front			2017/2018	116,100



		4No. Metallic Fire proof cabinet/safe four drawers			2017/2018	748,000	
		2No. Executive Office desk 1.6 m			2017/2018	138,000	
		3No. Lockable metallic cabinet two doors (APS)			2017/2018	96,000	
		1No. Bulk filer and wall shelves			2017/2018	650,000	
		3No. Metallic storage shelves			2017/2018	108,000	
		<b>Cost of Furniture, Fixtures &amp; Fittings</b>					<b>94,037,582</b>
<b>C</b>	<b>COMPUTERS &amp; EQUIPMENT</b>						
		2013/2014			2013/2014	809,940	
		6 Ipad			2014/2015	871,500	
		15 Desktop computers			2014/2015	1,974,750	
		10 Laptops			2014/2015	1,513,000	
		1 Deskjet Printer			2014/2015	14,500	
		2 Medium Duty Shredder			2014/2015	482,600	
		1 Samsung Multixpress colour copier			2014/2015	382,800	
		1 Nashua MP25535 Black & White			2014/2015	475,000	
		3 Fire Extinguishers			2014/2015	43,800	
		1 Mid Range Server			2014/2015	1,617,300	
		1 APC Smart UPS			2014/2015	1,434,000	
		1 Interactive whiteboard			2014/2015	1,588,000	
		First Aid kit			2014/2015	8,400	
		LG 1door Fridge			2014/2015	30,000	
		66 Cisco Phones			2015/2016	2,926,467	
		10 HP Laptops			2015/2016	1,500,000	
		4 Ipads			2015/2016	412,000	
		LG 1 Door Fridge - 7.5 CUFT			2015/2016	38,595	
		2No. Printer HP M402dn			2016/2017	62,000	
		Digital Camera( canon Mark,Tripod and flash			2016/2017	670,000	
		iPhone 7 plus			2016/2017	115,000	
		Samsung Galaxy S8+			2016/2017	91,000	
		Television set and DSTV			2016/2017	98,000	
		4No. Ipad air 2 - 128GB			2016/2017	385,120	
		4No. iPhone6s			2016/2017	331,760	
		2No. Samsung Galaxy S7 edge			2016/2017	165,880	
		Mac book Pro			2016/2017	306,240	
		Airconditioner Server room			2016/2017	311,899	
		4No. Laptop			2016/2017	562,000	
		Power back up System UPS			2016/2017	1,930,000	

		Access Control system			2016/2017	2,399,854	
		Firewall Appliance system			2016/2017	3,019,480	
		Projector and Projector screen			2016/2017	388,800	
		HP Server - ProLiant DL380 Gen9/2SFF (Email System)			2016/2017	1,588,232.35	
		12 No. HP Probook 430 G4 laptops			2017/2018	1,394,779.56	
		Electric Cooker			2017/2018	41,500.00	
		2No. HPE Proliant DL380 Gen9 Servers			2017/2018	1,677,378.56	
		Upgrade of Unified Storage Solution			2017/2018	1,810,045.44	
		2No. Smart Phones			2017/2018	196,000.00	
		4No. Ipads			2017/2018	620,000.00	
		Electric Velo Binding Machine			2017/2018	108,000.00	
		Mobile Bar code scanner			2017/2018	196,700.00	
		Ricoh MP C2504 Printer			2017/2018	475,600.00	
		<b>Cost of Computers &amp; Equipment</b>					<b>35,067,921</b>
<b>D</b>	<b>SOFTWARES &amp; LICENCES</b>						
		Softwares			2014-2018	6,398,054	
		<b>Cost of Softwares &amp; Licenses</b>					<b>6,398,054</b>
		<b>GRAND TOTAL</b>					<b>Ksh. 151,802,808</b>