



UNCLAIMED FINANCIAL ASSETS AUTHORITY

TENDER NO: UFAA/MC/001/2021-2022

**PROVISION OF GROUP LIFE, MEDICAL AND GPA INSURANCE
COVERS - FY 2021-2022
(UNDERWRITERS ONLY)**

**UNCLAIMED FINANCIAL ASSETS AUTHORITY
PACIS CENTRE, 2ND FLOOR
SLIP ROAD OFF WAIYAKI WAY
P.O BOX 28235-00200
NAIROBI KENYA**

NOTICE DATE: TUESDAY 27TH APRIL, 2021

CLOSING DATE: THURSDAY 6TH MAY, 2021 10.30 A.M

APRIL 2021

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SECTION I - INVITATION FOR TENDERS

Date: 27TH April, 2021

TENDER No. UFAA/MC/001/2021-2022: PROVISION OF GROUP LIFE, MEDICAL AND GPA INSURANCE COVERS FOR UFAA STAFF AND BOARD MEMBERS

The Unclaimed Financial Assets Authority (UFAA) is a State Corporation established under the Unclaimed Financial Assets Act No. 40 of 2011. The primary mandate of the Authority is to obtain unclaimed financial assets from holders of such assets on behalf of the Government, safeguard and return the assets to their rightful owners.

The Authority invites sealed tenders from eligible candidates for provision of Staff Group Life, Medical and GPA Insurance Covers for a **period of 12 months** commencing on a date to be advised during contract signing. Eligible and interested Bidders (**Insurance Underwriters only**) may obtain further information and inspect the bidding documents at **Procurement Function's Office** situated at **Pacis Centre on 2nd floor, Slip Road, Off Waiyaki Way, Westlands** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to UFAA or downloaded free of charge from the Authority's website www.ufaa.go.ke and the Public Procurement Information Portal www.tenders.go.ke.

Bidders who download the tender document must arrange to register with UFAA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendum if need be through the email address procurement@ufaa.go.ke.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender. Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the reception on **2nd floor, Pacis Centre** or be addressed to:

**Chief Executive Officer/Managing Trustee
Unclaimed Financial Assets Authority
Pacis Centre, Slip Road, Off Waiyaki Way
P O Box 28235 – 00200
NAIROBI, KENYA**

so as to be received on or before **Thursday, 6th May, 2021 at 10:30 am**. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **UFAA Boardroom on 2nd Floor, Pacis Centre, Nairobi**.

CHIEF EXECUTIVE OFFICER/MT

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 the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 UFAA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subservice providers) 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 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 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/=
- 2.2.3 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
 - (xiv) Request for Review 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 UFAA by email at UFAA's address indicated in the Invitation for tenders. UFAA will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by UFAA. Written copies of the Procuring entities 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 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, 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, 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 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 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 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) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.4.1 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by UFAA as non-responsive, pursuant to paragraph 2.20.5
- 2.12.4.2 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
- 2.12.4.3 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

2.12.5 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

2.13.1.1 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 UFAA as non-responsive.

2.13.1.2 In exceptional circumstances, 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 **one (1) original and one (1) soft copy in form of PDF in a CD** without password 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 UFAA at the address given in the Invitation to Tender.
Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Thursday, 6th May, 2021 at 10:30 am**"

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, UFAA will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by UFAA at the address specified under paragraph 2.15.2 not later than **Thursday, 6th May, 2021 at 10:30 am**

2.16.1 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 UFAA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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 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

UFAA will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 6th May, 2021 at 10:30 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as UFAA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 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 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 UFAA in 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 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 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, 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 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 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, 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 UFAA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 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) UFAA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than UFAA have 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. 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 UFAA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact 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 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 Procuring entity 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 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 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 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.

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

2.26.1 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 or any obligation to inform the affected tenderer or tenderers of the grounds for

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

2.26.2 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.

2.26.3 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.

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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

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

2.29 Performance Security

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

2.29.2 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 UFAA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 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.

- 2.30.2 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
- 2.30.3 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.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligible Tenderers	Registered Insurance Underwriters only.
2.12 Tender Security	Tender security of Kshs. 240,000.00 required in form of unconditional bank guarantee from a reputable bank regulated in Kenya or guarantee from insurance firms approved by PPRA valid up to 120 days from the date of opening of the tender.
2.14.1 Number of Tender Copies Required	One original and one soft copy in PDF format saved in CD with no password. Hard copy should be properly tape bound and document MUST be sequentially numbered/paginated including attachments. NB: spiral binding and box files will lead to disqualification
2.15.2 (b) State day, date and time of tender closing	Thursday, 6th May, 2021 at 10:30 am
2.16.1 State day, date and time of tender closing	Thursday, 6th May, 2021 at 10:30am
2.16.3	Delivered to Manager, Procurement, Unclaimed Financial Assets Authority, 3 rd Floor, Pacis Centre, Slip Road, Off Waiyaki Way, Nairobi.
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

(II) CRITERIA OF EVALUATION

The method of evaluation will be done in three phases: mandatory, technical and financial as follows:

Stage 1: MANDATORY REQUIREMENTS (MR) CRITERIA

1.	MANDATORY REQUIREMENTS FOR ALL LOTS	(YES/NO)
a)	Valid copy of Certificate of Incorporation/Registration	
b)	Duly filled, signed and stamped form of tender in the format provided	
c)	Duly filled signed and stamped Confidential Business Questionnaire in the format provided	
d)	Duly filled signed and stamped Price Schedule form in the format provided	
e)	Copy of Valid Tax Compliance Certificate from KRA	
f)	Valid copy of AKI membership for the current year 2021	
g)	Valid copy of registration certificate from IRA for 2021	
h)	Valid copy of Single business permit from County Government for 2021	
i)	Valid copies of audited accounts for the last three (3) financial years (2018, 2019 & 2020)	
j)	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	
k)	Must complete a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
l)	Dully filled, signed and stamped commitment letter in the format attached.	
m)	Provide valid copy of Medical Reinsurance slip for the year 2021	
n)	Must have had a medical Insurance premium turnover of at least Ksh. 600 million in each of the last 3 years. <i>(Please Tabulate and specify premiums for ease of Calculations for each category.)</i>	
o)	Original and copy of tender document which MUST be tape bound , paginated/ serialized/ numbered sequentially including any attachments (provide soft copy in PDF format in a CD with no password).	
p)	Submit a tender security of Ksh. 240, 000.00 in form of a bank/insurance guarantee from either commercial bank regulated by CBK or insurance companies approved by PPRA valid for 120 days from date of tender opening. <i>(Note: No self-guarantee, to use tender security from an Insurance company, you have to provide from a different company)</i>	
q)	Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals in Nairobi accepting the use of your Insurance Cards to include the following hospitals; Nairobi Hospital, Agha Khan Hospital Nairobi, MP Shah Hospital, Mater Hospital, Avenue Hospital Nairobi, Gertrude Hospital, Nairobi West Hospital, Metropolitan Hospital, Coptic Hospital, Nairobi South Hospital dully signed and stamped. <i>(The recommendation letters must be current, issued within the tendering period) (Due diligence will be carried out to confirm authenticity of the letters)</i>	
r)	Valid copy of CR 12 from Registrar of Companies Showing particulars of Directors of the Company or names of partners (for partnerships) – as applicable- issued within the last six (6) months	

<u>MANDATORY MEDICAL BENEFITS UNDER SPECIAL CLAUSES FOR STAFF</u>		
a)	Maternity contingency: Kshs.200, 000.00 to cover pre-natal, delivery and post-natal and any other pregnancy related cases at no waiting period. <i>(NB: Must be stand-alone not within the Inpatient cover limit)</i>	
b)	Dental treatment Maximum Kshs.50,000.00 per family. Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc <i>(All must be provided).</i>	
c)	Optical treatment Maximum Kshs.50,000.00 per family: Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses. Allow for Optical frames limit of up to Kshs.20,000.00, allow for Prescribed contact lenses within the approved limit	
d)	Provide for consultation fee of not less than Kshs. 5,000.00	
e)	Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts (must be indicated)	
f)	Must provide for General Medical check-ups once a year for employee and spouse to the full outpatient cover limit as applicable.	
g)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within in-patient and outpatient covers as applicable depending on the amount of benefit.	
h)	Must allow for Treatment of congenital defects and covid-19 as per ToRs.	
i)	Provision of six weeks medical cover to employees whenever travelling outside the country	
j)	Provision of private wards to members insured under category A (for CEO and dependents). However, other category A members of staff should be standard private room net of NHIF	
k)	KEPI Baby Friendly vaccines and other vaccines that are key to the wellbeing of the baby to be covered in full within the out-patient cover for babies up to 2 years old	
l)	Cater for accommodation/ Lodger fees for those accompanying children below 12 years	
m)	Must provide for utilization of full in-patient and out-patient cover limit without any restriction as long as the cover is not exhausted	
<u>MANDATORY MEDICAL BENEFITS UNDER SPECIAL CLAUSES FOR BOARD MEMBERS</u>		
a)	Provide for consultation fee of a maximum of Kshs. 5,000.00	
b)	Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts. <i>(must be indicated)</i>	
c)	Must provide for General Medical check-ups once a year for the principal member.	
d)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.	
e)	Must allow for Treatment of congenital defects and covid-19	
f)	Provision of six weeks medical cover to board members whenever travelling outside the country.	
g)	Provision of private wards to members	
RESPONSIVENESS		

Note;

i) The bidder MUST meet all the mandatory requirements to qualify for technical evaluation. Any change not meeting the minimum requirement will lead to disqualification at this stage.

STAGE 2: TECHNICAL EVALUATION FOR ALL LOTS

2.	TECHNICAL EVALUATION CRITERIA		Scores	
a)	List of (5) current Public Institution Clients Attach copy of LSO/ Contract document (Ministries, Parastatals or SAGAs) (2 marks for each)		10	
b)	List of (3) current Corporate Clients Attach copy of LSO/ Contract document (2 marks for each)		6	
c)	Recommendation letters from the five (5) Public Institutions listed under (a) above in client letter head which MUST be signed within the tendering period (whether ongoing or complete) (Ministries, Parastatals or SAGAs) (3 marks each)		15	
d)	Five (5) current duly filled and stamped Client reference forms in the format provided from firms listed in (a) above signed within the tendering period. Client Reference Form Rating Excellent (2 marks each) Good (1 mark each) Average (0.5 marks) Poor (0 marks)		10	
e)	Professional qualifications and experience of the Principal Officer who MUST be clearly stated in the list.	ACII/AIHK certification – 1 point	1	7
Relevant degree – 1 point		1		
Relevant experience – 0.5 point for every year’s experience in Insurance Industry. - max. 10 years (Attach CV)		5		
f)	Professional qualifications and experience of two other technical personnel	ACII/AIHK – 1 point for each personnel	2	12
Relevant degree – 1 point for each personnel		2		
Relevant experience – 1 point each for every year’s experience in insurance industry. max.- 4 years (Attach CV)		8		
g)	List at least two (2) other key professional staff and specify portfolio/ tasks. Attach CVs (1 mark for each professional up to max of 2 staff)		2	
h)	Financial capability for the last three years: Liquidity ratio; 2:1 ratio (2 Marks each year) 1: 1 ratio (1 Mark each year) Less – 0 point		6	
	Average premium turnover for the last one year - 4 marks for Kshs. 900 million handled in medical cover and 2 marks each for Kshs. 300Million handled in GPA/Grouplife. <i>(Please Tabulate and specify premiums for ease of calculation (Max. 8marks)</i>		8	
i)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 1 mark for each benefit up to a maximum of three (2) benefits		2	

j)	Benefit cover for chronic illnesses, all pre-existing conditions, covid-19 fully covered at Kshs.1,500,000.00 per member and HIV Aids (Full cover within inpatient- 5 marks, Half cost of inpatient cover- 3 marks, a third cost of inpatient cover-2 marks, Less than a third – 0 marks)	5
k)	List of Health providers indicating their locations, contact person and telephone (2 marks for 40- 60 hospitals, 4 marks for 61 - 100 hospitals and maximum 5 marks for more than 101 hospitals),	5
	List of specialist’s doctors/consultant/ pharmacists’ providers (0.25 mark each max 4 marks)	4
l)	General spread of indicated Health Providers Presence in majority of counties (clustered in the former 8 provinces) – (1 mark for each Region)	8
	TOTAL TECHNICAL	100

PLEASE NOTE:

To qualify for financial evaluation a bidder must score a minimum of 70% percent. The Insurance firm will be evaluated according to the indicated criteria and UFAA will carry out due diligence to authenticate references given. Any forgeries will lead to disqualification.

Stage 3. Financial Evaluation/ Award Criteria

The firm attaining the lowest financial score (lowest bidder) per LOT after surpassing the mandatory and technical score will be recommended for award and negotiations. Please note that multiple awards may be made based on lowest per LOT.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between 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 UFAA under the Contract.
- (d) “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 superseded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Service provider shall not, without 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 UFAA in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without 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 UFAA and shall be returned (all copies) to UFAA on completion of the contract’s or performance under the Contract if so required by UFAA.

3.5. Patent Rights

3.5.1 The Service provider shall indemnify 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 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 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 UFAA and shall be in the form of:

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

3.6.4 The performance security will be discharged by 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 UFAA in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC

3.8.2 Payment shall be made promptly by 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 service provider 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 UFAA's request for tender validity extension as 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 10% of the original contract price

3.9.4 Price variation requests shall be processed by 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 UFAA's prior written consent.

3.11. Termination for Default

3.11.1 UFAA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider 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 UFAA.
- (b) If the Service provider fails to perform any other obligation(s) under the Contract
- (c) If the service provider in the judgment of UFAA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event 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 UFAA for any excess costs for such similar services. However the service provider shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 UFAA may at any time terminate the contract by giving written notice to the Service provider if the service provider 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 UFAA.

3.13. Termination for Convenience

3.13.1 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 procuring entities 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 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 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

3.1.1 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.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security equivalent to 10% of tender sum required in form of unconditional bank/insurance guarantee
3.6.3	Unconditional bank/insurance guarantee. Only insurance firms approved by PPRA can give such guarantee
3.7 Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and Insurance Certificates where applicable. The policy document shall be prepared and delivered within 30 days from the award notification date. The Contract is for a period of 12months and can be extended for another 12 months based on performance
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.14 Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	The Chief Executive Officer/MT, Unclaimed Financial Assets Authority, Pacis Centre, 2nd Floor, Slip Road, Off Waiyaki Way, P.O. Box 28235 – 00200, Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS FOR PROCUREMENT OF MEDICAL, GPA AND GROUPLIFE INSURANCE COVERS FOR UFAA STAFF AND BOARD MEMBERS-2021/2022

1.0 BACKGROUND

The Unclaimed Financial Assets Authority (UFAA) was established pursuant to the Unclaimed Financial Assets Act 2011, Laws of Kenya. The primary mandate of the Authority is to receive unclaimed financial assets from holders of such assets, safeguard and re-unite them with the rightful owners.

2.0 CONDITIONS TO BE MET BY MEDICAL SERVICE PROVIDER -LOT 1

- 1) Must be a registered underwriter
- 2) Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted
- 3) Must have done annual gross premiums in previous year of Kshs **900 Million**
- 4) Must have paid up capital of at least Kshs **600 Million**
- 5) Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 6) Must submit a copy of the audited accounts for the last three years **(2018, 2019 & 2020)**
- 7) Must have total number of staff of at least 20 (No)
- 8) Must submit copies of the following documents:
 - a. PIN/VAT Certificate
 - b. Valid Tax Compliance Certificate
 - c. Certificate of Registration/Incorporation
- 9) Must be a member of the Association of Kenya Insurance (AKI) in good standing
- 10) Must have been in business for over seven (7) years with a physical address
- 11) The prices quoted must remain valid for 120 days from the closing date of this tender notice
- 12) The tender covers a period of one (1) year, and may be renewed subject to satisfactory performance
- 13) Should provide proof of claims payment credit rating indicating the rating by an accredited rating agency or any 5 references
- 14) Provide comprehensive & current schedule of preferred hospitals, doctors & providers countrywide arranged per county

CONDITIONS TO BE MET BY THE TENDERER FOR GROUP MEDICAL INSURANCE COVER

Period of Cover	1 year from commencement of the Contract
Renewal of Cover	At the discretion of UFAA subject to satisfactory performance by the service provider
Time of cover	One year
No. of Principal Beneficiaries	32 pax (as per breakdown) <ul style="list-style-type: none"> • No. of spouse - 1 spouse per employee • No. of children - 4 per employee 5 Directors
Scope of cover	Cover to employees and their dependents. (Subject to M+5 limit)

	for Category A and M for Category B)
Maximum annual Cover per family	
CATEGORY A (Max M+5)	
Inpatient UFAA Level 1-8	Kshs.3,000,000.00 For Room entitlement (See under added benefits)
Outpatient UFAA Level 1-8	Kshs.250,000.00 Optical Kshs.50,000.00 Dental Kshs.50,000.00
Maternity UFAA Level 1-8	Kshs.200,000.00 which includes <ul style="list-style-type: none"> • All births and premature delivery • Caesarean procedure
CATEGORY B (M Only)	
Inpatient	Kshs.2,000,000.00
	Outpatient Kshs.100,000.00

BENEFICIARIES AND THEIR DEPENDANTS

	Principal Beneficiary	Dependents
<i>Category A</i>	32	105
<i>Category B</i>	5	
	<i>Breakdown for Category A</i>	<i>Number of Staff</i>
	<i>M</i>	0
	<i>M + 1</i>	3
	<i>M + 2</i>	3
	<i>M + 3</i>	11
	<i>M + 4</i>	12
	<i>M + 5</i>	3
TOTAL		32
	TOTAL NO. OF STAFF & DEPENDANTS	137

Note:

- (i) Category A cover is based on M+5 provision
- (ii) Category B Cover is based on M only
- (iii) The proposal for category A is expected to include breakdown based on different dependant numbers i.e. cover for M; M+1; M+2; M+3; M+4; M+5. This will allow for catering for any additional staff that may come on board.

SALIENT FEATURES

Eligibility Age	Children and all births including premature delivery	From birth up to 25 years; 25 years and above with proof of full dependency on the principle member Note: No grand children
	Employee and Spouse	Up to 60 years Category B, Up to 75 Years
Waiting Period	Existing members	None
	New employees and dependents (spouse and own children)	None
Cover Outside Kenya	On annual leave holiday	Six weeks
	On official work	Six weeks

A. IN-PATIENT

In-Patient Benefits

- (i) Admission in a NHIF accredited Hospital;
- (ii) Accommodation for parent/guardian accompanying a child below 12 years;
- (iii) Doctors, surgeons and specialist fees;
- (iv) Laboratory investigations, X-rays, Ultrasound, ECG, MRI Scans, computerized tomography, pathology;
- (v) Psychiatric cases are covered up to a sub-limit of Kshs.500,000.00 per family per annum;
- (vi) Emergency Road & Air evacuation subject to overall cover limit;
- (vii) Prescribed medicines, dressings, surgical appliances and nursing procedures;
- (viii) Theatre including surgeon's fees and anesthetists fees;
- (ix) Intensive Care Unit (ICU)/High Dependency Unit (HDU);
- (x) Radiotherapy, Chemotherapy, Physiotherapy;
- (xi) Day Care Surgery;
- (xii) Post hospitalization visits/follow ups within 3 weeks after discharge or up to Kshs.30,000.00.
- (xiii) Maternity cover up to Kshs.200,000 for all births including premature delivery and caesarean
- (xiv) In patient pre-existing conditions/pre-existing chronic conditions up to Kshs.1,500,000.00 sublimit of the inpatient
- (xv) Congenital conditions & neo-natal expenses up to KSh.500,000 sublimit of the inpatient

ADDED BENEFITS

- i. Cover for Chronic, Pre-existing, HIV and AIDS related conditions
- ii. Cover for Covid-19- Testing and Treatment- KSh.1,500,000.00 per family, and up to 70% of the premiums for the group.
- iii. x-gratia to be provided for under inpatient cover up to 40% of the total premium

HOSPITAL ACCOMMODATION WITHIN THE IN-PATIENT COVER

- i. Room for CEO and dependents - Pavilion
- ii. Room for staff and dependents: Standard private room net of NHIF

OTHER BENEFITS

- (i) Funeral expenses cover up to sublimit of Kshs.200, 000.00 per person

IN-PATIENT MANAGEMENT

- (i) Each employee and their dependents will be issued with a membership card for identification by the insurance company;
- (ii) Services will be offered on presentation of the employee's membership card;
- (iii) Contributors of NHIF will be required to produce their NHIF cards prior to discharge for purposes of NHIF rebate computation;
- (iv) All in-patient bills will be sent directly to the Service provider for payment;
- (v) Patients will not be required to pay cash for treatment. In case of cash payments to hospitals which are not in the contractor's panel, patients will be reimbursed by the Service Provider.

B. OUT – PATIENT BENEFITS

1. Consultation with a Medical Practitioner;
2. Consultation with a specialist upon referral by a Medical Practitioner;
3. Laboratory investigations and X-rays
4. Prescribed drugs and dressings
5. Out-Patient procedures e.g. Dressing
6. Prescribed physiotherapy
7. Pre-natal/ante-natal – post natal care to six weeks post delivery
8. Routine immunization – KEPI and KEPI Baby Friendly vaccines and other private vaccines that are key to the wellbeing of the baby upto 2 years.
9. Prescribed physiotherapy when referred by a medical practitioner, consultant or specialist
10. Provide for consultation fee of not less than Kshs. 5,000/-
11. Chronic& recurring condition
12. Minor trauma treatment and counseling services
13. (xiii)Diagnostic laboratory and radiology services, [including radiotherapy, chemotherapy,
14. Magnetic Resonance Imaging (MRI), Computerized Tomography (CT) scans, ultra sounds and X-rays
15. Medical check-up if referred by Medical practitioner for staff and spouse up to KSh.20,000.00
16. Optical care & services subject to annual sub-limits [including all prescribed lenses, contact lenses, anti-glare lenses, and frames, subject to the set limit per family] Frames to be capped at KSh.20,000.00

17. Dental care & services subject to annual sub-limits per family including accidental damage to teeth, simple and difficult extractions, fillings (temporary and permanent), dentures, gum surgery, root canal treatment, pulpotomy, minor oral surgery, basic prescribed dentures, braces, crowns and bridges)
18. Human immunodeficiency virus (HIV) / Acquired Immunodeficiency Syndrome (AIDS) related conditions and prescribed Anti – Retroviral (ARV's) medications to the full annual cover limit per family, {including HIV/AIDS treatment of opportunistic infections and cluster of differentiation 4 (CD4) counts}
19. Covid-19 Testing and Treatment

OUT – PATIENT MANAGEMENT

- (i) Each employee and their dependents will be issued with a membership card for identification by the insurance company;
- (ii) UFAA and the Service Provider will agree on a list of out-patient provider outlets/NHIF accredited hospitals;
- (iii) Members will be seen at any of the appointed out-patient provider outlets upon presentation of identification;
- (iv) Members will be allowed to access out-patient services from in-patient service providers' i.e. Hospitals;
- (v) All out-patient bills will be sent directly to the Service Provider for payment;
- (vi) Patients will not be required to pay cash for treatment. In case of cash payments made to hospitals not in the contractor's panel, patients will be reimbursed by the Service Provider.

Note: *Category A cover is based on Maximum M+5 provision
 Category B Cover is based on M only. The proposal for category A is expected to include breakdown based on different dependents numbers i.e. cover for M; M+1; M+2; M+3; M+4; M+5 for different entitlements. This will allow for catering for additional staff that may come on board*

3.0 REQUIREMENTS FOR GROUP LIFE -LOT2

The Unclaimed Financial Assets Authority intends to procure a Group Life Insurance Cover for its employees and any other employee to be recruited during the contract period. The policy will indemnify demise of an employee as a result of any cause of death or injury.

Population: The cover will be for 33 employees. UFAA will avail a list of its employees together with their current salaries to the successful bidder.

Benefit Payable: During the period of cover, existing employees of UFAA and also for any new employee, the benefit will be based on:

Category	Death	Permanent Total Disability	Temporary Total Disability	Last Expense
A	3 Years Earnings	3 Years Earnings	Max 104 Weeks	200,000 per person

The current earnings spread for category A is as follows (Ksh):

Pay Range (3 years)	Number of staffs
Over 20 Million	1
15 Million – 20 Million	2
10 Million – 14 Million	4
Below 10 Million	26

Beneficiary Nomination:

Each member of UFAA staff will nominate one or more beneficiaries. The benefit must be payable through UFAA within two weeks on submission of the original death certificate.

Duration:

The scheme will run for a period of one year effective from the date of contract agreement. The member’s cover will cease immediately she/he leaves the service of UFAA. It will also cease if UFAA fails to renew the cover after one year

Last Expense:

An inbuilt last expense rider of Kshs.200,000.00 shall be included alongside Group Life Cover. The last expense amount policy shall be paid within 48 hours of notification of demise of a covered member.

Monthly Gross

The monthly gross salary for UFAA employees is Kshs.9,099,500.00 as at 30th March 2021

LOT 3: CONDITIONS TO BE MET BY TENDERER FOR GROUP PERSONAL ACCIDENTCOVER AND WORK INJURY BENEFITS ACT

Population:

The cover will be for 33 employees of UFAA and 5 Directors. UFAA will avail a list of its employees and Directors together with their current details to the successful bidder.

WIBA

- Death Benefits payable up to 8yrs
- Permanent Total Disability Benefits payable up to 8yrs
- Temporary Total Disability Actual weekly earnings up to a maximum of 104 weeks

GROUP PERSONAL ACCIDENT

Benefits:

Category	Death	Permanent Total Disability	Temporary Total Disability	Last Expense
A	3 Years Earnings	3 Years Earnings	Max 104 Weeks	200,000 per person
Category B	2,000,000	2,000,000	2,000,000	100,000

Duration

The scheme will run for a period of one year effective from the date of contract agreement. It will also cease if UFAA fails to renew the cover after one year

Monthly Gross

The monthly gross salary for UFAA employees is Kshs.9,099,500.00 as at 30th March 2021

Duration

The scheme is for One (1) year.

Terms of Payment

Payment for the 1st year shall be after contract signing and within 30 days of receiving debit note and insurance policy and smart cards. Payment for any additional beneficiaries shall be proportionate to the period to be covered, after notification by UFAA and within 30 days of invoice receipt

Method of Submission

This is a **one envelope tender** and submission will be based on technical and financial combined in one document and a soft copy saved in a CD in PDF format with no restrictions/password. Bidders shall then submit ONE original and ONE soft copy of the tender document and deposit the same in the tender box as instructed above.

Clarifications

All requests for clarification shall be in writing and emailed to: procurement@ufaa.go.ke. UFAA will compile and respond to all clarifications received on or before **3rd May, 2021 at 5.00PM**. Any clarifications received after this date may not be responded to.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

- Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender .It must also be duly signed and stamped by an authorized representative 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 UFAA.
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 UFAA.

FORM OF TENDER

To:

Date

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

Tender No. UFAA/MC/001/2021-2022

Tender Name: _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide:

----- 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 _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of the tenderer

PRICE SCHEDULE FORM (Mandatory)

STAFF MEDICAL SCHEME PREMIUM SUMMARY

CATEGORY A: EMPLOYEES COVER

COVER TYPE	CATEGORY A PREMIUM	TOTAL PREMIUM
In-Patient		
Out-Patient		
TOTAL AMOUNT INCLUSIVE OF TAXES		

AUXILLIARY COVERS

COVER TYPE	LIMIT	POPULATION	PREMIUM
Maternity			
Dental			
Optical			
Funeral			
Total inclusive of Taxes			

CATEGORY B: BOARD OF DIRECTORS' COVER

COVER TYPE	LIMIT	POPULATION	PREMIUM
In-patient			
Out-patient			
Total inclusive of Taxes			

AUXILIARY COVERS

COVER TYPE	LIMIT	POPULATION	PREMIUM
Funeral			
Total inclusive of Taxes			

We undertake, if our tender is accepted, to place/ provide medical insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

PRICE SCHEDULE FOR ALL LOTS (Mandatory)

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM/YEAR (KSHS.)
LOT 1.	Comprehensive Medical Insurance Cover	
LOT 2.	Group life Insurance Cover	
LOT 3	Group Personal Accident Cover/WIBA	

Signature

Stamp and date.....

NOTE: Bid prices expressed in different currencies shall be converted in: **Kenya Shillings**. The source of exchange rate shall be: **Central Bank of Kenya**. The date for the exchange rate shall be on closing date for receipt of bids.

COMMITMENT LETTER

Date.....

The Chief Executive Officer/MT,
Unclaimed Financial Assets Authority,
Pacis Centre, 2nd Floor, Slip Road,
P O Box 28235– 00200,
NAIROBI.

Dear Sir,

REF: COMMITMENT TO INCLUDE ADDITIONAL SERVICE PROVIDERS & PROMPT PAYMENT

We (*name and address of the firm*)
commit that we will include additional services providers (hospitals, medical specialists/ consultants, pharmacies etc) to our panel within a month of receiving a written request from the Authority.
We also undertake, if our Tender is accepted, to pay the service providers promptly to avoid service disruption.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between Unclaimed Financial Assets Authority of _____ [country of Procurement entity] (hereinafter called UFAA) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS UFAA invited tenders for the medical insurance cover 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) UFAA’s Notification of Award
3. In consideration of the payments to be made by UFAA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with UFAA to provide staff medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. 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 _____ (for 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) Whichever 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

Part 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

SELF-DECLARATION FORM

Date _____

To:

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

The tenderer i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

SELF DECLARATION FORM -ANTI-CORRUPTION COMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair 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/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

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

PROFESSIONAL QUALIFICATIONS

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

Signature _____

Chief Executive Officer/Principal Office

Date

CLIENT REFERENCE FORM

(Five Clients to fill separate forms)

Name of Insurance company.....

Name and address of Insured (Client).....

.....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

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

How do you rate the performance of the insurance company as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Name of authorized signatory

Title.....

Signature.....

Date.....

Official stamp of the Insured.....

Telephone contacts:-.....

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>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Unclaimed Financial Assets Authority (hereinafter called <UFAA> 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 UFAA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by UFAA 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 UFAA up to the above amount upon receipt of its first written demand, without UFAA having to substantiate its demand, provided that in its demand UFAA 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)

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the Unclaimed Financial Assets Authority ofdated the...day of20.....in the matter of Tender No.....of20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-1.

2.

etc.

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

1.

2.

etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary