



**YOUTH ENTERPRISE DEVELOPMENT FUND
P.O. BOX 48610-00100
NAIROBI**

**TENDER FOR GENERAL INSURANCE COVER,
(MOTORVEHICLES, MOTORCYCLES AND
GENERAL ASSETS)**

TENDER NO. YEDF/004/2021/2022

CLOSING DATE & TIME:

7th June, 2021 AT 10.30 A.M.

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INTRODUCTION

- 1.1 This standard tender document for procurement of provision of motor and general insurance has been prepared for use by public entities in Kenya in the procurement of all types of tender as per the Public Procurement Assets and Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
 - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

SECTION I - INVITATION FOR TENDERS

Youth Enterprise Development Fund (YEDF) was established in December 2006 through Legal Notice No. 167, with the aim of creating employment for Kenyan youth through enterprise development. The Fund's mandates include:

- a) Providing funding and business development services to youth owned or youth focused enterprises.
- b) Providing incentives and loans to financial institutions to enable them increase lending and financial services to youth owned enterprises.
- c) Attracting and facilitating investment in micro, small and medium enterprises commercial infrastructure such as business or industrial parks, stalls, markets or business incubators that will be beneficial to youth owned enterprises.
- d) Supporting youth oriented micro, small and medium enterprises to develop linkages with larger enterprises.
- e) Facilitating marketing of products and services of youth owned enterprises in both domestic and international markets.
- f) Facilitating employment of youth on the international labor market.

The purpose of this tender engagement is to source for experts to;

Provide motor vehicle, motor cycle and general asset insurance.

- 1.1 The Youth Enterprise Development Fund invites sealed tenders from eligible candidates for **provision of motor vehicle, motor cycle and general assets insurance**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at procurement office, 4th floor Renaissance Corporate Park Elgon Road Upper Hill during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non- refundable fee of **Kshs 2,000** in cash or bankers cheque payable to **Youth Enterprise Development Fund**
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
 - (a) Completed tender documents are to be enclosed in **plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at main office 4th floor Renaissance Corporate Park upper hill or be addressed to Youth Enterprise Development Fund so as to be received on or before 7th June, at 10.30am**
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Fund's Boardroom.

Chief Executive Officer
Youth Enterprise Development Fund
Po Box 48610
Nairobi.

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. 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 The procuring entity'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 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 Procuring entity 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 procuring entity, 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.2, 000/=
- 2.2.3 The procuring entity 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 Tender
 - (vi) Form of Tender

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Declaration Form
- (xiii) 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 the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity 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 procuring entity. 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 The procuring entity 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 Procuring entity, 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 Procuring entity, 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 Procuring entity, 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 Procuring entity'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 be 2% of Quoted amount.

2.12.3 The tender security is required to protect the Procuring entity 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, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity 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 Procuring entity as non-responsive.

- 2.13.2 In exceptional circumstances, the Procuring entity 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. FINANCIAL QUOTES SHOULD BE PUT IN A SEPARATE ENVELOPE CLEARLY MARKED.**
- 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 Procuring entity 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
7th June, 2021, at 10.30am
- 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 Procuring entity will assume no responsibility for the tender's misplacement or premature opening.**
- ## **2.16. Deadline for Submission of Tenders**
- (a) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than *7th June, 2021, at 10.30am*

2.16.1 The Procuring entity 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 Procuring entity 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 the procuring entity 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 the Procuring entity 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

(a) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 7th June, 2021, at 10.30am

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

2.18.3 The Procuring entity 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 Procuring entity 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 Procuring entity in the Procuring entity'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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity'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 procuring entity 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 Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

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

2.22.2 The Procuring entity'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 Procuring entity 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 procuring entity'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 Procuring entity may consider the Alternative payment schedule offered by the selected Tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 **Subject to paragraph 2.19 no tenderer shall contact the Procuring entity 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 Procuring entity 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 the Procuring entity 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 Procuring entity 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 Procuring entity 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 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity 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, the Procuring entity 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 the procuring entity 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 the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 the Procuring entity.
- 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 after 7 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 the Procuring entity.**
- 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 the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.**

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity 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 The Procuring entity 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

The following information for the tender 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	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Tender firms Must be registered as a company in Kenya</i>
2.15.2 (b)	<i>7th June, 2021 at 10.30am</i>
2.16.1	<i>As 2.15.2 (b) above</i>

2.18.1	<i>As 2.15.2 (b) above</i>

(Complete as necessary)

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 the Procuring entity 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 Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity'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 Contractor shall not, without the Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor 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 Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

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 procuring entity'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 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 14 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to 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 Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the tender required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific tender required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

4.1. Conditions to Be Met By the Tender Company

- 4.1.1 Must have done annual audits for the past three years and attach a certified copy of the audited accounts for the three years
- 4.1.2 Must provide a bank statement for the past six months.
- 4.1.3 Must give a list of 3 (three) reputable clients. (Government Clients)
- 4.1.4 Must attach copies of evidence from the three firm from the last 2years
- 4.1.5 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) VALID Tax Compliance Certificate (VALID by opening date)
 - (c) Certificate of Registration/Incorporation
 - (d) A bid bond, which must be 2% of the tender sum
 - (e) A valid trade license

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 Performance security	Applicable/not applicable (if applicable give particulars)
3.7 Delivery of Services	1year
3.8 Payment	On delivery upon presenting of invoice
3.9 Price adjustment	To be agreed by both parties
3.16 Applicable law	Kenyan law
3.18 Notices	Chief Executive Officer Youth Enterprise Development Fund Po Box 48610 Nairobi.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the tender to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26
4. All the bidders should put it in writing that should they win the Tender, they shall submit policy documents on how the policy is going to be administered. The Policy should be forwarded upon receipt of Notification of award before the contract is signed by both parties. Failure to put in writing will lead to disqualification

TERMS OF REFERENCE: PROVISION OF GENERAL INSURANCE SERVICES FY 2021-2022
(UNDERWRITERS ONLY)

No.	Class of cover	Total Sum Insured (List of assets / items attached
1	Fire (on contents – replacement basis)	41,575,000 (see separate schedule – schedule 1)
2	Burglary (First loss Sh. 5 million)	41,575,000 (see separate schedule – schedule 1
3	All Risks	31,551,000 (see separate schedule – schedule 2)
4	GPA(24 hours cover Based on flat limits per Category) 145,069,740	<p>Category A (From level 1-6) 27 officers</p> <ul style="list-style-type: none"> (i) Death 2 million (ii) PTD 2 million (iii) TTD 20,000 per week for 104 weeks (iv) Medical 200,000 <p>Category B (From level 7-12) 43 officers</p> <ul style="list-style-type: none"> i) Death 1 Million ii) PTD 1 Million iii) TTD 10,000 per week for 104 weeks iv) Medical 100,000 <p>Category C (124 officers on contract)</p> <ul style="list-style-type: none"> (i) Death 500,000 (ii) PTD 500,000 (iii) TTD 5,000 per week for 104 weeks (iv) Medical 50,000
5	Motor Cycle insurance (107 units) (comprehensive – must include excess protector benefit)	10,700,000 (See separate schedule – schedule 3)
6	Motor Vehicle Insurance -12 units (Private Class – must include excess protector benefit)	27,940,000 (see separate schedule – schedule 4)

YEDF ASSET REGISTER 2020-21 : SCHEDULE 1

ASSET REGISTER-
FURNITURE,COMPUTERS,EQUIPMENT
CONSOLIDATED SUMMARY

FURNITURE,EQUIPMENT &
ASSORTED ASSETS

No.	ASSET DESCRIPTION	COUNTIES	RCP- 4TH FLOOR	5TH FLOOR- RCP	QUANTITY	UNIT VALUE(ESTIMATED)	TOTAL VALUE
1	WORKSTATIONS	41	22	67	130	30,000.00	3,900,000.00
2	LEATHER CHAIRS	—	—	6	6	50,000.00	300,000.00
3	OFFICE CHAIRS	80	44	75	199	15,000.00	2,985,000.00
4	VISITORS CHAIRS (3 SEATER)	—	2	—	2	40,000.00	80,000.00
5	ORTHOPAEDIC CHAIRS	—	5	22	27	50,000.00	1,350,000.00
6	HALF GLASS CABINETS	1	6	21	28	55,000.00	1,540,000.00
7	HALF CABINETS	4	11	7	22	70,000.00	1,540,000.00
8	SAFES	1	13	8	22	150,000.00	3,300,000.00
9	METALLIC CABINETS	2	4	13	19	45,000.00	855,000.00
10	4-3 DOOR CABINETS	—	4	2	6	80,000.00	480,000.00

11	FRIDGES	—	2	—	2	30,000.00	60,000.00
12	WATER DISPENSERS	—	2	5	7	15,000.00	105,000.00
13	COAT HANGERS	13	11	20	44	5,000.00	220,000.00
14	COFFEE TABLE	—	10	—	10	10,000.00	100,000.00
15	TEA URNS	—	3	4	7	15,000.00	105,000.00
16	SHREDDERS	4	4	—	8	50,000.00	400,000.00
17	TEA TROLLEYS	—	3	4	7	25,000.00	175,000.00
18	TRAINING CHAIRS	—	36	24	60	2,500.00	150,000.00
19	MICRO WAVE	—	2	3	5	10,000.00	50,000.00
20	BOARD ROOM TABLE	—	1	—	1	800,000.00	800,000.00
21	NEW SERVERS	—	—	1	1	1,900,000.00	1,900,000.00
22	NEW UPS	—	2	2	4	450,000.00	1,800,000.00
23	BOARD ROOM CHAIRS	—	18	—	18	60,000.00	1,080,000.00
24	PHOTOCOPIERS	8	5	4	17	150,000.00	750,000.00
25	IP TELEPHONE HEAD SETS	22	18	26	66	20,000.00	1,320,000.00
26	OLD SERVERS	—	2	6	8	800,000.00	6,400,000.00

27	HEAVY DUTY UPS	—	7	8	15	150,000.00	2,250,000.00
28	FIREWALL	—	2	2	4	200,000.00	800,000.00
29	ROUTER	—	5	6	11	150,000.00	1,650,000.00
30	SWITCH	—	11	7	17	150,000.00	2,550,000.00
31	DVR RECORDER	—	—	1	1	10,000.00	10,000.00
32	PABX	—	1		1	150,000.00	150,000.00
33	AIR CONDITION	—	14	12	26	80,000.00	2,080,000.00
34	SERVER CABINETS	—	11	7	17	20,000.00	340,000.00

41,575,000.00

SCHEDULE 2

COMPUTERS & ICT RELATED ASSETS-LOCATED IN HQ & COUNTY OFFICES-FY 2020-2021

No.	ASSET DESCRIPTION	QUANTITY	UNIT VALUE(ESTIMATED)	TOTAL VALUE
1	Desktop Computer	192	80,000.00	15,360,000.00
2	Laptop	66	100,000.00	6,600,000.00
3	Tablet	27	70,000.00	1,890,000.00
4	Printers	99	40,000.00	3,960,000.00
5	UPS	199	9,000.00	1,791,000.00
6	Scanner	20	35,000.00	700,000.00
7	Biometric reader	4	50,000.00	200,000.00
8	TV	10	50,000.00	500,000.00
9	Camera	16	20,000.00	320,000.00
10	DVD player	1	10,000.00	10,000.00
11	Audio player	1	20,000.00	20,000.00
12	Projector	4	50,000.00	200,000.00
	Total Sum Insured			31,551,000.00

SCHEDULE 4

LIST OF VEHICLES FY 2021-2022 INSURANCE PURPOSE

No.	Registration No.	Make/Model	YEAR	VALUE	Type of cover
1	KBB 482S	Toyota Hilux D/cab pick up	200	1,000,00	Comprehensiv
2	KBB 484S	Toyota Hilux D/cab pick up	200	1,050,00	Comprehensiv
3	KBQ 007D	Toyota Hilux D/cab pick up	201	1,150,00	Comprehensiv
4	KBQ 008D	Toyota Hilux D/cab pick up	201	1,450,00	Comprehensiv
5	KBQ 009D	Toyota Hilux D/cab pick up	201	1,450,00	Comprehensiv
6	KBQ 010D	Toyota Hilux D/cab pick up	201	1,440,00	Comprehensiv
7	KBQ 011D	Toyota Hilux D/cab pick up	201	1,440,00	Comprehensiv
8	KBT 530N	Ford Ranger D/cab pick up	201	1,220,00	Comprehensiv
9	KBT 606N	Cherry Tiggo	201	680,00	Comprehensiv
10	KBZ 753D	Toyota Land Cruiser Prado	201	5,490,00	Comprehensiv
11	KCH 923Q	Toyota Double cabin pick up	201	3,000,00	Comprehensiv
12	KCH 924Q	Toyota Double cabin pick up	201	3,000,00	Comprehensiv
13	KCH 925Q	Toyota Double cabin pick up	201	3,240,00	Comprehensiv
14	KCK 844U	Toyota Corolla Saloon	201	2,330,00	Comprehensiv
	TOTALS			27,940,00	

SCHEDULE 3

LIST OF MOTORCYCLES FY 2021-2022 INSURANCE PURPOSE

	LOCATION OF USE	REG.No.	YEAR	MAKE/MODEL	CC	STATUS	ESTIMATED VALUE
1	KIRINYAGA CENTRAL	KBN 327E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
2	OLJOROROK	KBN 369E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
3	KIPIPIRI-NYANDARUA	KBN 323E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
4	LAIKIPIA WEST	KBN 358E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
5	KIHARU	KBN 357E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
6	MATHIRA	KBN 316E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
7	OLKALOU	KBL 993G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
8	NYANDARUA	KBN 334E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
9	GICHUGU	KBQ 805D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
10	MWEA	KBQ 837D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
11	NDIA	KBQ 817D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
12	NDARAGWA	KBQ 830D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00

13	KINANGOP	KBQ 852D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
14	LAIKIPIA EAST	KBQ 831D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
15	KIGUMO	KBQ 834D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
16	MARAGUA	KBQ 871D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
17	MATHIOYA	KBQ 861D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
18	KANGEMA	KBQ 858D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
19	KANDARA	KBQ 819D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
20	MANYATTA	KBN 350E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
21	GACHOKA	KBN 320E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
22	RUNYEJEES	KBL 989G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
23	SIAKOGO	KBQ 832D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
24	IGEMBE NORTH	KBQ 865D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
25	IGEMBE SOUTH	KBL 984G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
26	IMENTI CENTRAL	KBQ 793D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00

27	IMENTI NORTH	KBL 988G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
28	TIGANIA WEST	KBQ 821D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
29	ISIOLO NORTH	KBQ 839D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
30	NITHI	KBL 980G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
31	MOYALE	KBN 378E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
32	NORTH HERR	KBN 365E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
33	THARAKA NITHI	KBQ 798D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
34	KIAMBU-MARTIN KURIA	KBT 136N	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
35	WESTLANDS	KBT 137N	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
36	KIBWEZI	KBN 339E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
37	MAKUENI	KBQ 859D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
38	KILOME	KBQ 851D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
39	MACHAKOS	KBQ 800D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00

40	KITUI WEST	KBN 319E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
41	KITUI SOUTH	KBN 332E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
42	KITUI CENTRAL	KBQ 850D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
43	MUTITO	KBQ 866D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
44	MWINGI SOUTH	KBN 361E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
45	MWINGI NORTH	KBQ 794D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
46	LURAMBI	KBQ 857D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
47	MALAVA	KBQ 792D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
48	MUMIAS	KBQ 788D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
49	VIHIGA	KBQ 846D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
50	KANDUYI	KBQ 838D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
51	BUMULA	KBN 301E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
52	MATAYOS	KBQ 797D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
53	BUTULA	KBL 997G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00

54	FUNYULA	KBL 994G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
55	IJARA	KBQ 814D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
56	WAJIR NORTH	KBQ 808D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
57	LAGDERA	KBN 310E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
58	URIRI	KBN 381E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
59	KASIPUL KABONDO	KBQ 855D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
60	MBITA	KBL 995G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
61	KITUTU CHACHE	KBN 348E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
62	MIGORI	KBQ 823D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
63	SOUTH MUGIRANGO	KBQ 848D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
64	NYAKACH	KBN 335E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
65	MUGIRANGO WEST	KBQ 845D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
66	ALEGO USONGA	KBQ 867D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00

67	BONDO	KBQ 842D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
68	GEM	KBL 982G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
69	UGENYA	KBQ 876D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
70	KURIA	KBQ 856D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
71	NYATIKE	KBQ 787D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
72	RONGO	KBQ 874D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
73	KISII	KBQ 791D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
74	BONCHARI	KBQ 786D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
75	KIPKELION	KBN 376E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
76	NAIVASHA	KBN 370E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
77	BELGUT	KBN 372E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
78	KONOIN	KBN 367E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
79	CHEPALUNGU	KBQ 875D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
80	NAROK SOUTH	KBQ 820D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00

81	NAROK NORTH	KBQ 864D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
82	BARINGO CENTRAL	KBQ 828D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
83	BARINGO NORTH	KBQ 849D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
84	ELDAMA RAVINE	KBQ 816D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
85	MOGOTIO	KBQ 833D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
86	KILGORIS	KBQ 872D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
87	BURETI	KBQ 880D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
88	SOTIK	KBQ 853D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
89	AINAMOI	KBQ 879D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
90	SAMBURU WEST	KBQ 809D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
91	TAVETA	KBQ 802D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
92	MSAMBWENI	KBN 355E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
93	KWALE(MATUGA)	KBQ 818D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
94	MALINDI	KBN 330E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00

95	MAGARINI	KBN 354E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
96	KILIFI	KBQ 862D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
97	GALOLE	KBN 374E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
98	LAMU WEST	KBQ 870D	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
99	ELDORET SOUTH	KBN 318E	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
100	TURKANA SOUTH	KBL 987G	2010	HONDA XL200	200CC	SERVICEABLE	100,000.00
101	KEIYO NORTH	KBQ 840D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
102	KERICHO	KBQ 807D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
103	TURKANA CENTRAL	KBQ 815D	2013	HONDA XL200	200CC	SERVICEABLE	100,000.00
104	NANDI	KBQ 783D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
105	NANDI	KBQ 799D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
106	MARAKWET WEST	KBQ 854D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00
107	KEIYO SOUTH	KBQ 825D	2011	HONDA XL200	200CC	SERVICEABLE	100,000.00

10,700,000.00

APPENDIX TO INSTRUCTION TO TENDERERS (ITT)

The following information for procurement of services shall complement or amend the provisions of 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

ITT Ref. No	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: General Insurance Providers (GIP) Licensed by the Insurance Regulatory Authority(IRA) to provide the services in Kenya
2.2.2	Tender download will not be charged. www.youthfund.go.ke
2.12.2	Particulars of tender security if applicable. The tender security shall be 2% of tender sum valid for 120 days after tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or insurance company approved by the Public Procurement Regulatory Authority
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening

2.16.3	Bulky tenders which do not fit in the tender box shall be delivered and received at the Head of Supply chain Management Officer, Renaissance Corporate Park 4 th floor, Elgon Road Upper Hill
2.20.2	Arithmetic errors: In accordance with PPAD(2015)
2.22	<p>The detailed evaluation criteria is as below:</p> <p>i) <u>Stage 1- Preliminary Evaluation Checklist</u></p> <p>Tenderers shall be evaluated based on the parameters indicated below. Bids that are nonresponsive shall be eliminated from the entire evaluation process and shall not be considered for further evaluation.</p>

MANDATORY REQUIREMENTS

1	Certified Copy of Certificate Registration/Incorporation
2	Current valid IRA License and certified by the issuing body
3	Current valid AKI Membership Certificate and certified by the issuing body
4	Valid tax compliance and Valid Business Permit
5	Bid of 2% of tender sum valid for 120 days from date of tender opening in form of bank guarantee.
6	Must fill the form of Tender and schedule in the format provided.
7	Must submit a duly filled up confidential business questionnaire in format provided, duly signed and stamped and provide valid and current CR12
8	Ethics and Integrity Pact duly filled and signed in the format provided
9	Must provide certified audited accounts for at least Three (3) Financial years prior to Tendering. (2020,2019,2018)
10	Must have paid up capital of at least Kshs.300 Million as per The books of accounts (Attach Evidence)
11	Evidence of Kes. 1 Billion General Insurance premiums (with at least Kes. 400 M GPA/WIBA & Kes.400M motor vehicle) (attach evidence)
12	Gross Profit of Kes 100 M each year for the last three years (2020,2019,2018)
13	Two copies of the Tender (Copy and Original)Book bound all pages serialized, stamped and counter signed

TECHNICAL REQUIREMENTS

No	Category	Criteria	Marks	Total
1	Firm's Experience	Current five (5) General Insurance Recommendation Letters of over Kes. 20 Million each	2 points per recommendation	10
		Current five (5) reference letters	2 points per recommendation	10
2	Financial Capacity	Paid Up Capital of Kes. 300 Million and above	5 points	5
		Gross profit of Kes. 100M each year for the last three years (2020,2019 & 2018)	5 points per year	15
3.	Human Capital	Certified CVs, Tax Compliance and certificate of good conduct of five (5) top management staff	5 points per staff	25
4	Claims	Five claims above Kes. 5 M each for the last three years (2020,2019,2018)	4 points per claim	20
5	Credit Worthiness	Current and valid reference letter from the firm's bankers	5 points	2
6	Reinsurance Arrangements	Reinsurance approval letter from IRA Year 2021	5 points	5
		Reinsurance treaty year 2021	5 points	5
7	Credit Rating	Positive credit rating year 2020 / 2021 from a reputable firm	5 points	3

				100
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NB. Cut off points for the technical evaluation shall be 80 marks and bidders who shall not have attained this mark shall not proceed to the financial stage of the evaluation process.

iii) Stage 3- Financial Evaluation

Financial Evaluation shall conduct to determine evaluated price for each bid using the following formula:-

$$\mathbf{T.S\ (80\%) + F.S\ (20\%) = T.T.L\ (100\%)}$$

T.S	=	Technical Score = (Technical Evaluation) as evaluated against the technical criteria
F.S	=	Financial Score (computed as below)
$\mathbf{FSL \div FSC}$	=	FS
FSC	=	Financial submission of the tender under consideration.
FSL	=	Financial score for the lowest tender.
FS	=	Computed financial score for each tenderer.
T.T.L	=	Total Score

SECTION VI - 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.

Form of Tender

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No.
- 2.
3. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide supply of greenhouse and assorted components 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 Services in accordance with the conditions of the tender.

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

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 _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the supply of (_____) *[Title of Tender]* in accordance with your tender dated (_____) *[Date]* and our Tender. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

Contract Form

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

WHEREAS the Procuring entity invited tenders for the FOR PROVISION OF MOTOR VEHICLE AND MOTOR CYCLE 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 tender
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide MOTOR VEHICLE, MOTOR CYCLE AND GENERALL ASSETS INSURANCE as when need and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of 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 the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

2(c) You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b),
or
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.....

Part 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
--------	--	--	--

5.....			
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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 supply of (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of 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 tenderer 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 tender] (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 Tenderer 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 7 days of the date of this letter but not earlier than 7 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

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..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

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 an 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 of
.....20.....

SIGNED

Board Secretary