



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

**TENDER FOR PROVISION OF CREDIT  
LIFE INSURANCE COVER**

**TENDER NO. YEDF/001/2021-2022**

***RECEIPT NO.....***

**.**

**CLOSING DATE & TIME:**

***MONDAY 7<sup>TH</sup> JUNE, 2021 AT 10.30 A.M***

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**SECTION I: INVITATION TO TENDER**  
**TENDER NO. 2021-2022 FOR PROVISION OF CREDIT LIFE ASSURANCE SCHEME**

The Company invites sealed tenders from eligible **Insurance Underwriting Companies** for the provision of Credit Life Assurance Scheme for a period of twelve (12) months with an option of renewal for an additional twelve (12) months subject to Satisfactory Performance.

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/opening date of the tender. Tenders must be accompanied by a tender security of **kes 100,000** in the form of a guarantee from a reputable bank guarantee.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and be deposited in the **Tender Box** provided **at 4<sup>th</sup> floor Renaissance Corporate Park Elgon Road, Upperhill** or be addressed and posted to:

**THE CHIEF EXECUTIVE OFFICER**

**P.O. BOX 48610-00100**

**NAIROBI.**

So as to be received on or before Friday **7<sup>th</sup> June, 2021 at 10.30 am.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend or as may be advised by the client.

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

**2.1.1** This Invitation to tender is open to all tenderers eligible as described in the 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** The Company's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section **131 of the PPADA Act 2015**

**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 Company 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 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 Company, 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 Ksh.2,000.

**2.2.3** The Company shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Documents

**2.3.1** The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders,

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements

- v) Details of Cover
- vi) Form of tender
- vii) Price schedules
- viii) Contract Form/Agreement Form
- ix) Confidential Business Questionnaire Form
- x) Performance Security Form
- xi) Ethics and Integrity Pact

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

## **2.4 Clarification of Documents**

**2.4.1** A prospective candidate making inquiries of the tender document may notify the Company in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Company will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Company. Written copies of the Procuring entities response (including any explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

**2.4.2** The Company 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

## **2.5 Amendment of Documents**

**2.5.1** At any time prior to the deadline for submission of tenders, the Company, 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 Company, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

**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 Company, 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**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

**2.8.1** The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

**2.9.1** The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

**2.9.4** Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

**2.9.5** Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

**2.9.6** Price variation requests shall be processed by the Company within 30 days of receiving the request.



## **2.10 Tender Currencies**

**2.10.1** Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications**

**2.11.1 Pursuant** to Clause 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 its tender is accepted.

**2.11.2** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Company'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 Invitation to tender.

**2.12.2** The tender security shall be in the amount not exceeding 2 per cent of the tender price.

**2.12.3** The tender security is required to protect the Company against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

- a) A bank Guarantee.
- c) Insurance Guarantee approved by the Authority.
- d) Letter of Credit.

**2.12.5** Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Company as non-responsive, pursuant to paragraph 2.20

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

**2.12.7** The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

**2.12.8** The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 26
  - or**
  - (ii) to furnish performance security in accordance with paragraph 27

I if the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

**2.13.1** Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Company, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Company as nonresponsive.

**2.13.2** In exceptional circumstances, the Company 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

**2.14.1** The tenderer shall prepare two copies 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 each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the COMPANY 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 Monday 7<sup>th</sup> June, 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, the Company will assume no responsibility for the tender’s misplacement or premature opening.

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

2.16.1 Tenders must be received by the Company at the address specified under paragraph 2.15.2 no later than Monday **7<sup>th</sup> June, 2021 at 10.30 a.m.**

2.16.2 The Company may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the Company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Company 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 tender’s is received by the Company prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 The Company may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Company 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.

## **2.18 Opening of Tenders**

2.18.1 The Company will open all tenders in the presence of tenderers' representatives who choose to attend on Monday **7<sup>th</sup> June, 2021 at 10.30 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The Company will prepare minutes of the tender opening which will be submitted to the 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 Company 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Company in the Company'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 Company will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Company may waive any minor informality or nonconformity 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 23, the Company 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 Company'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 Company and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the Company 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 Company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Company'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 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;

- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

- a) **Operational Plan.**

The Company 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 Company's required delivery time will be treated as non-responsive and rejected.

**(a) Deviation in Payment Schedule.**

Tenderers shall state their tender price for the payment on a 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 Company may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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.

I                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.

**2.23. Contacting the Company**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Company 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 Company in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 In the absence of pre-qualification, the Company will 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's 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 2.1.2, as well as such other information as the Company 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 Company will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

2.24.3 Subject to paragraph 2.22 the Company 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.

2.24.4 The Company 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 Company's action. If the Company determines that none of the tenderers is responsive; the Company shall notify each tenderer who submitted a tender.

2.24.5 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.

**2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Company pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Company will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

2.26.1 At the same time as the **Company** notifies the successful Tenderer that its Tender has been accepted, the **Company** will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.26.3 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.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Company, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Company.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Company may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Company 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.

2.28.2 The Company 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;

2.28.3 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 THE TENDERERS

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

Instructions to tenderers	Particulars of Appendix to Instructions to Tenderers
2.1	Particulars of eligible tenderers: <b>Insurance Underwriters Registered in Kenya</b>
2.2	Particulars of other currencies allowed. <b>None</b>
2.20.2	Arithmetic errors: In accordance with PPAD(2015)
2.3	Particulars of tender security if applicable. <b>Kes 100,000. The Guarantee shall be from a reputable bank</b>
2.4	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender closing/opening</b>
2.5	Copies of Tender Documents to be Submitted: <b>One Original and One Copy</b>
2.6	Bulky tenders which do not fit in the tender box shall be delivered to the Supply Chain Management Office and recorded.

Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:

### **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 bond of kes 100,000 in form of bank Guarantee valid for 120 days from date of Tender opening.
6	Provide loan insurance calculator for a maximum period of 72 months, Credit life insurance to be provided for loans disbursed during period of the contract.
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.450 Million as per The books of accounts (Attach Evidence)
11	Evidence of Kes. 150 Million Group Credit Life premiums as per IRA Report year 2020 ( attach evidence)
12	Two copies of the Tender (Copy and Original) Book bound all pages serialized, stamped and counter signed.

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

**STEP 2: TECHNICAL EVALUATION****TECHNICAL REQUIREMENTS**

No.	Category	Criteria	Marks	Total
1	Firm's Experience	Current five (5) Group Credit Life Recommendation Letters of over Kes. 15 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. 450 Million and above	5 points	5
		Group credit life above Kes. 150 Million	10 points	10
		Underwriting profit of 50m year 2020 as per IRA Report	5 points	5
3.	Human Capital	CVs, Tax Compliance and certificate of good conduct of five (5) top staff	5 points per staff	20
4	Claims	Five claims above Kes. 5 M each for the last three years (2020,2019,2018)	5 points per claim	25
5	Credit Worthiness	Current and valid reference letter from the firm's bankers	5 points	5
6	Reinsurance Arrangements	Reinsurance approval letter from IRA Year 2021	2 points	2
		Reinsurance treaty year 2021	5 points	5
7	Credit Rating	Positive credit rating year 2021 from a reputable firm	3 points	3
				100

Tenders will be ranked according to their combined technical ( $St$ ) and financial ( $Sf$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal;  $P$ = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in below. The combined technical and financial score,  $S$ , is calculated as follows:- $S = St \times T \% + Sf \times P \%$ .

2.9	Particulars of post – qualification if applicable. <b>The Company may inspect the premises and confirm details provided</b>
3.0	<b>AWARD CRITERIA</b> Award will be made to the Firm with the Highest Combined Technical and Financial Score.
3.1	Particulars of <b>Performance Security</b> if applicable. The successful Tenderer shall furnish the Company with a Performance Security equivalent to 5% of the contract sum
Other's as necessary	Complete as necessary. <b>None</b>

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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### **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 contractor including materials and incidentals which the tenderer is required to provide to the **procuring entity** under the Contract.
- d) “**The procuring entity**” means the organization sourcing for the services under this Contract.
- e) “The Contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” mean General Conditions of Contract contained in this section.
- g) “SCC” means the Special Conditions of Contract.
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not super ceded by Provisions of other part of contract.

### **3.3 Standards**

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

### **3.4 Patent Right’s**

The tenderer shall indemnify the Company 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.

### **3.5 Performance Security**

3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Company the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Company as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Company and shall be in the form of:

a) A Bank Guarantee.

3.5.4 The performance security will be discharged by the Company and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

3.6.1 The Company or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Company shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Company.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Company may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Company.

3.6.4 Nothing in Paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

### **3.8 Prices**

3.8.1 Prices charged 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 by the tenderer in its tender or in the COMPANY'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 amendment signed by the parties.



### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Fund's prior written consent.

### **3.10 Termination for Default**

3.10.1 The Fund may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer 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 Fund.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Fund has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Fund 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 undelivered, and the tenderer shall be liable to the Company for any excess costs for such similar services.

### **3.11 Termination for Insolvency**

The Fund may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Fund.

### **3.12 Termination for Convenience**

3.12.1 The Fund 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 Fund's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Fund may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

3.13.1 The Fund and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 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.

### **3.14 Governing Language**

3.14.1 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.

### **3.15 Force Majeure**

3.15.1 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.

### **3.16 Applicable Law**

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

### **3.17 Notices**

3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

**4.1** 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.

**4.2** Special conditions of contract with reference to the general conditions of contract:

<b>General Conditions of Contract Reference</b>	<b>Special Conditions of Contract</b>
<b>2.2.2</b>	<b>Not applicable</b>
<b>3.5</b>	(Specify Performance Security if applicable) <b>The successful Tenderer shall furnish the Company with a Performance Security equivalent to 2%</b>
<b>3.7</b>	(Specify method of Payments) <b>The Premium will be paid in two installment after signing of contract within fourteen days upon receipt of Invoice.</b>
<b>3.8</b>	(Specify price adjustments allowed) <b>None</b>
<b>3.13</b>	(Specify resolution of disputes) <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
<b>3.16</b>	Applicable Law to this Contract are the <b>Laws of Kenya</b>
<b>3.17</b>	<b>Addresses of both parties</b>  <b>Client: The Chief Executive Officer</b>  <b>Youth Enterprise Development Fund</b>  <b>P. O. Box 48610 -00100</b>  <b>Nairobi</b>  <b>Contractor:</b>
<b>Other's as necessary</b>	<b>Complete as necessary</b>

## SECTION V - SCHEDULE OF REQUIREMENTS

### **(1) GENERAL**

The Insurance Underwriting Company will provide Credit Life Insurance Cover for the YEDFs' borrowers. The policy will indemnify demise of borrower as a result of default and any cause of death or permanent disability. Those to be covered will include:-

The Successful Tenderer will offer the services for a period of twelve (12) months

The Scope of the Credit Life Scheme will be as described in the Details of Cover.

### **(2) OTHERS DETAILS**

The Insurance underwriting Company will be expected to:-

- (i) Structure policy cover in accordance with the tenders submitted.
- (ii) Confirm to the Fund in writing of receipt of premiums remitted within 7 days of remittance.
- (iii) Ensure Policy Document and any Endorsement there-in is as in the Tender document and should not restrict cover by way of warranties or endorsements or special conditions subsequent to award. Should this occur, The Fund shall call on the performance security.
- (iv) Ensure the policy document or endorsement is deposited with the Fund within fifteen (15) days of inception of cover.
- (v) Ensure prompt settlement of claims as will be agreed.

- (vi) Ensure that the sums insured under the policy are adjusted accordingly as directed by the Fund from time to time.
- (vii) Negotiate amicably on any other pertinent aspects that may arise during the term of the policy.
- (viii) Carry out Loss control surveys and make appropriate risk improvement recommendation to the Fund.
- (ix) Such other services as may be related or ancillary to the due performance of the above Work.

**(3) FACILITIES TO BE PROVIDED BY THE COMPANY**

- (i) Provide information required for the Assignment within reasonable time of request.
- (ii) Provide timely comments and or documents prepared for the Assignment.
- (iii) Provide any such details as may be requested by tenderer/underwriter from time to time.
- (iv) Provide premises and facilitate meetings.
- (v) Facilitate and co-ordinate Loss Control Surveys.

**(4) DUTIES AND RESPONSIBILITIES OF THE INSURANCE SERVICE PROVIDER**

- (i) Providing the Services as specified in the Contract.
- (ii) Maintaining the confidentiality of all information concerning the Fund
- (iii) Maintaining documentation of services and provide written reports of services rendered in accordance with provision of the contract.
- (iv) Taking cognizance of the operative clause in the contract and notifying the Fund promptly of exclusions of what is not covered in the contract to minimize delays in claim settlement and disputes
- (v) Promptly carrying out assessments of reported losses or damages within the time frame stipulated in the contract.
- (vi) Any other duties and obligations arising in course of contract performance.

## SECTION VI - DETAILS OF COVER

Below are the specific details of the Credit Life Insurance Cover for the Funds borrowers. The policy will indemnify demise of an employee arising from any cause of death.

**1. Population:** The cover will be for the borrowers of the Fund.

**2. Benefit Payable:** During the period of cover, existing borrowers and any new borrowers, the benefit will be based on Total Outstanding Loans.

**3 Beneficiary Nomination:** Each borrower will nominate one or more beneficiaries. The benefit must be payable through the Fund within a month on submission of the original death certificate.

**4 Duration:** The scheme will run for a period of one year effective from the date of contract agreement and may be renewed by a further one year subject to satisfactory performance. The borrowers cover will cease immediately she/he fully services the Loan of the Fund. It will also cease if the Fund fails to renew the cover after one year.

**5 Waiting Period:** The insurer must indicate the waiting period applicable to be eligible for the benefits.

**6 Conditions and exclusions:** All applicable conditions and exclusions relating to the Credit life Additional Riders & Benefits: The insurance underwriter must include all the riders and benefit that form the Credit Life policy e.g. permanent total disability, critical illness e.t.c

7. A Standard loan schedule/calculator to tabulate insurance premiums for a maximum loan tenure of 72 months.

8. Group and individual loans disbursed during the time of the contract to their maturity.



## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

**1. Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer

**2. Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.

**3. Contract Form**- The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

**4. Confidential Business Questionnaire Form**- This form must be completed by the tenderer and submitted with the tender documents.

**5. Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

**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 Fund.

**7. Evaluation Response Form** -These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.

**8. Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

**9. Ethics and Integrity Pact.** This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.



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# 1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To:

**The Chief Executive Officer  
Youth Enterprise Development Fund  
P. O. Box 48610 - 00100  
NAIROBI**

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide ***Credit Life Assurance*** in conformity with the said Tender documents 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.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

(Name)

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of

**PRICE SCHEDULE OF SERVICES**

Name of Tender: **PROVISION OF CREDIT LIFE ASSURANCE**

Tender Number:

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The premium payable should include all

Type of Loan	Percentage of premium to be charged	Number of year1,2,3etc
Group loan		1
		2
		3
Individual Loan		1
		2

		3
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### 3 CONTRACT FORM OF AGREEMENT

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

WHEREAS the FUND invited tenders for provision of credit life cover] and has accepted a tender by  
the tenderer for the credit life cover in the sum of ..... [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Details of Cover;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The YEDF’s Notification of award.
1. In consideration of the payments to be made by the YEDF to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the YEDF to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
2. The FUND hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 YEDF)

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

in the presence of \_\_\_\_\_

#### 4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

##### Part 1 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

b a n k e r s .

Branch .....

Part 2 (a) – Sole Proprietor

Your name in full .....Age

Nationality.....Country of Origin .....

Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1. ....

2. ....

3. ....

4. ....

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1. ....

2. ....

3. ....

4. ....

Date.....Signature of Candidate .....

## 5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which ..... payment well and truly to be made to the said Procuring Entity, the ..... Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

(a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

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

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]



## 6 PERFORMANCE BANK/INSURANCE COMPANY GUARANTEE

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 goods] (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/Insurance Company guarantee by a reputable Bank/Insurance Company for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

Signed and seal of the Guarantors

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[name of Bank/Insurance Company]

[address]

[date]