



YOUTH ENTERPRISE DEVELOPMENT FUND

**TENDER FOR PROVISION OF GROUP LIFE INSURANCE
COVER FOR YOUTH ENTERPRISE DEVELOPMENT FUND
STAFF**

(OPEN TO UNDERWRITERS ONLY)

YEDF/TENDER/003/2021-2022

RECEIPT NO.....

**NB: SEALED BIDS TO BE RETURNED NOT LATER
THAN MONDAY 7TH JUNE, 2021 AT 10.30AM**

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INTRODUCTION

- 1.1 This standard tender document for 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. procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Asset Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;

SECTION I: INVITATION TO TENDER

TENDER NO. YEDF/002/2021-2022: GROUP LIFE INSURANCE COVER FOR YOUTH ENTERPRISE DEVELOPMENT FUND STAFF

Youth Enterprise Development Fund invites sealed bids from eligible Medical underwriter Providers for the Provision of Group Life Cover for members of Youth Enterprise Development Fund. Group cover is **for a period of one(1) year**. Interested candidates may obtain the tender document by downloading it from *Youth Enterprise Development Fund website* www.youthfund.go.ke _____

Tender documents downloaded from the website are free of charge ***BUT must be registered by a banker's cheque of Kshs. 2,000 payable to Youth Enterprise Development Fund.*** The Banker's cheque must be accompanied with the Tender Document on the Date of Submission or separately before the date and time of closure and a receipt obtained.

For the purposes of receiving any further tender clarifications and/or addendums visit Supply

Chain Management Office, Youth Enterprise Development Fund, Renaissance Corporate Park,

4th floor, Elgon Road, Upper Hill. Any request for clarifications must be made in writing but done **7 days** before the closing of bids.

The prices should also be net *inclusive of all taxes* and must be expressed in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender. Tenders must also be accompanied by a tender security of **2%** of quoted sum in form of a guarantee from a bank or reputable insurance company approved by the Public Procurement Regulatory Authority, payable to Youth Enterprise Development Fund.

Completed tender documents should be clearly marked **YEDF/002/2021-2023: GROUP LIFE INSURANCE COVER FOR YOUTH ENTERPRISE DEVELOPMENT FUND STAFF** and deposited in the tender box situated at Youth Enterprise Development Fund, Renaissance

Corporate Park, 4th floor, Elgon Road, Upper Hill to be received on or before **10.30am on 7th June, 2021**. Bulky tender documents that do not fit in the tender box should be delivered and registered at the Supply Chain Management Office on 4th Floor.

SECTION IB.

PHYSICAL ADDRESS OF THE PROCURING ENTITY
YOUTH ENTERPRISE DEVELOPMENT FUND

Name:

Physical Address: RENAISSANCE CORPORATE PARK,
4TH FLOOR, ELGON ROAD UPPER HILL

Postal Address: P.O. Box 48610-00100, NAIROBI.
KENYA.

Email Address: www.youthfund.go.ke

Period of Contract: **Period of (1) years.**

Financial Year: 2021-2022

SECTION II - INSTRUCTION TO TENDERERS

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GENERAL INFORMATION

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is for selected Tenderers. Successful tenderer 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 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 for tender document is free. Download from Youth Enterprise Development Fund website
- 2.2.3 The procuring entity shall allow the tenderer to view the tender document free of charge from the Youth Enterprise Development Fund.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- i. Instructions to Tenderers
- ii. General Conditions of Contract
- iii. Special Conditions of Contract
- iv. Schedule of Requirements
- v. Details of Insurance Cover
- vi. Form of Tender
- vii. Price Schedules
- viii. Contract Form
- ix. Confidential Business Questionnaire Form
- x. Tender security Form
- xi. Performance security Form
- xii. Insurance Company's Authorization Form
- xiii. Declaration Form
- xiv. Ethics and integrity Pact form

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 Tender Documents

2.4.1 A Tenderer 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 Section II. 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 Tenderers 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 the Quoted Sum.

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 or in another freely convertible currency, and shall be a guarantee from a bank or a reputable insurance company approved by the Public Procurement Oversight Authority.

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 rejects 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 the tender as appropriate.

2.14.2 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"**. **FINANCIAL QUOTES should be put in a separate Envelope clearly marked.** 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 following address

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

(b) Bear TENDER NO. YEDF/006/2019-2021PROVISION OF GROUP
LIFE INSURANCE COVER FOR YOUTH ENTERPRISE DEVELOPMENT
STAFF.

"DO NOT OPEN BEFORE 10.30am on Monday 7th June , 2021

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

Tenders must be received by the Procuring entity on or before **10.30am on 7th June, 2021.**

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 and submitted in accordance with the PPAD Act, 2015.

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

The Procuring entity will open all tenders in the presence of tenderers' or their representatives who choose to attend immediately thereafter at the **Board Room 4th**, located at Youth Enterprise Development Fund, **Renaissance Corporate Park, Elgon Road, Upper Hill Nairobi, Kenya or as advised by the client.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.2 The Procuring entity will prepare minutes of the tender opening manner as prescribed in the Act, 2015.

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 non-conformity.

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 service 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 shall be carried out within a maximum period of thirty (30) 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.

Award of Contract

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 2.9, 2.22 and 2.26 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 Before the expiry of the period during which the tender shall remain valid, of tender validity, the accounting officer of the procuring entity shall notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will not signify the formation of the contract until 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 within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

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

2.29.2 The successful bidder will provide a **Performance Bond of 2%** of the Contract sum as a condition precedent to signing the contract.

2.29.3 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 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: Group Life Insurance Underwriter Licensed by the Insurance Regulatory Authority (IRA) to transact Group Life Cover business in Kenya and Tender Documents must securely Book Bound. Loose copies will not be
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
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening

SECTION IV – SPECIAL CONDITIONS

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)
	The detailed evaluation criteria is as below: i)Stage 1- Preliminary Evaluation Checklist 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.
2.22	PRELIMINARY EVALUATION CRITERIA – STAGE ONE The Mandatory Evaluation Criteria for Group Life Insurance Underwriters:
	Documents/Evidence to be Submitted/Requirement STS

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 2% of Tender sum and Valid for 120 days after Tender opening.
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.450 Million as per The books of accounts (Attach Evidence)
11	Evidence of Kes. 1 Billion Group life premiums each year for the last Three years as per The books of accounts (attach evidences)
12	Two copies of the Tender (Copy and Original) all pages serialized, stamped and counter signed

TECHNICAL REQUIREMENTS

No.	Category	Criteria	Marks	Total
1	Firm's Experience	Current five (5) Group Life Recommendation Letters of over Kes. 25 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 life above 1 Kes. B	10 points	10
		Underwriting profit of 50m year 2020 as per IRA Report (attach extract).	5 points	5
3.	Human Capital	CVs, Tax Compliance and certificate of good conduct of five (5) top staff	4 points per staff	20
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	5
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 2021 from a reputable firm	5 points	5
				100

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

AWARD CRITERIA

The tenderer with the highest combined technical and financial score will be awarded the tender

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

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

3.8.2. 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 within the first one year (12 months) of the contract.

3.9.3 Where contract price variation is allowed the variation shall be as provided for in the PPAD Act, 2015.

3.9.4 Price variation requests shall be processed by the procuring entity within 30 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 it's 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

Special conditions of Contract shall supplement the General condition of Contract. Whenever there is conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Eligibility of the Bidders

Prospective bidders are urged to provide all the pre-qualification information required. The prospective bidders are requested to:

- Provide all information as per this tender notice.
- Provide the tender as per the laid down format herein contained
- State their most competitive premium (s)

Bidders who do not meet the foregoing condition in full will not be considered and their bids will therefore not be evaluated.

Pre-Qualification Conditions:

Bidders must confirm in writing here below that they possess the necessary capacity and capability to perform the contract.

CONFIRMATION

1. OTHER REQUIREMENTS

Bidders must state on the schedule provided here below details of the equipment and/or management system(s) on the firm's inventory available for due performance of the contract if awarded.

Description of Equipment/management System(s)	Effective Date of use	Condition

**1. LETTER OF CONTRACT PERFORMANCE UNDERTAKEN BY KEY
MANAGEMENT STAFF**

We the undersigned do hereby confirm that we are Bon-a-fide employees of M/s.

.....

And are appropriately qualified and willing to diligently perform the contract if awarded.

FULL NAME (S)	TITLE/DESCRIPTION	SIGNATURE

2. PHYSICAL LOCATION OF OFFICIAL/REGISTERED OFFICER

Bidder must confirm here below the following contract/physical location details

Building		
Street/Road		
City		
Plot number		

CONTACT DETAILS

Postal Address		
-----------------------	--	--

GROUP LIFE TOR FOR THE YEAR 2021/2022

TERMS OF REFERENCE ON GROUP LIFE FOR THE FY 2021/2022(TOTAL ANNUAL SALARIES KES.150,247,434)

1. Group life (Death Benefit) 7 years annual salary (illnesses, Accidental or natural causes) FCL (Medical testing limit) KShs.10M
2. Critical Illness- 30% of Group Life Sum Assured maximum Ksh 5.0 minimum (accelerated).
3. Last Expense (Illness, Accidental or natural causes ksh 150,000 per employee and an additional Ksh 50,000 for any employees spouse or dependent child (standalone).
4. Permanent total Disability *7 years annual Salary (illness or Accident) incorporating permanent partial disability (continental scale).

SCOPE OF COVER

- Group life cover: The payment of seven (7) times annual salary upon death due to illness, accident or natural causes of an assured members whilst in services.
- Free (medical testing) cover limit ksh 10.0M.
- Critical Illness cover: An accelerated critical illness benefit of 30% of an assured members group life sum assured to a maximum amount of ksh 5,000,000.
- Last (Funeral) expense scheme: A stand –alone last expense benefit of Ksh 150,000 per employee and an additional ksh 50,000 for any employee spouse or dependent child to carter for the immediate burial costs upon death due to illness, accident or natural causes of an assured member whilst in service. **Cover is payable within 48 hrs from the time death** and upon receipt of necessary claims documentation.
- Permanent Total Disability (PTD): The payment of seven (7) times annual salary, where an assured member becomes totally and permanently disabled or incapacitated by reason of **injury or illness**, whilst in service following his usual occupation or any other occupation to which he may be reasonably suited by training, education or experience and in the opinion of the Company's Medical Officer there is no reasonable expectation of recovery. This benefit incorporates permanent partial disability (continental scale).

The total number of all staff are 208.

SECTION VI – STANDARD

FORMS

Notes on the Standard Forms

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

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 and stamped by duly authorized representatives of the tenderer.

2. 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.

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

4. 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.

5. 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.

6. Ethics and integrity pact form- This form must be completed by the tenderer and submitted with the tender document.

2. FORM OF TENDER

To: Date Name and address of procuring entity

Tender No. _____

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of.....
[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[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 _____

3. CONTRACT FORM

THIS AGREEMENT made the day of20
.....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 Medical Insurance Scheme cover
and has accepted a tender by the tenderer for the supply of the services in the sum of

[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement,
viz:
 - (f) the Tender Form and the Price Schedule submitted by the tenderer;
 - (g) the Schedule of Requirements
 - (h) the Details of cover
 - (i) the General Conditions of Contract
 - (j) the Special Conditions of Contract; and
 - (k) 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 the Medical Insurance Scheme cover 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 _____

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; and Part 3.

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

Part 1 General

1.1 Business name.....

1.2 Location of Business

Premises.....

1.3 Plot No,

.....Street/Road.....

Postal address Tel No.Fax

Email.....

1.4 Nature of

Business.....

1.5 Registration Certificate No.

.....

1.6 Maximum value of business which you can handle at any one time – Kshs.

.....

1.7 Name of your

bankers.....

.....
.....

Branch.....

.....

Part 2 (a) – Sole Proprietor

2a. Your name in full.....Age.....

2b. Nationality.....Country of Origin.....

Citizenship details

.....

Part 2 (b) – Partnership

2b. Given details of partners as follows:

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

2c1 .Private or Public

2c2 .State the nominal and issued capital of company:

Nominal

Kshs.....

.... Issued

Kshs.....

.....

2c3 .Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 3 – Eligibility Status

3.1 Are you related to an Employee of Youth Enterprise Development Fund?

Yes No

3.2. If answer in “3.1” is YES give the relationship.

.....
.....

3.3. Does an Employee of Youth Enterprise Development Fund, sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures?

Yes No.....

3.4. If answer in ‘3.3’ above is YES give details:

.....

3.5. Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Youth Enterprise Development Fund to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes

..... No.....

3.6. If answer in “3.5” above is YES give details

.....

.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? Yes

No.....

3.8 If answer in “3.7” above is **YES** give details:

.....
.....
.....

3.9. Have you offered or given anything of value to influence the procurement process? Yes..... No.....

3.10 If answer in “3.9” above is **YES** give details

.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Dated

.....

Signature of Candidate

.....

*If a Kenyan Citizen, indicate under “Citizenship Details” whether by birth, Naturalization or registration

5. TENDER SECURITY FORM

Whereas (Hereinafter called <the tenderer> has submitted its bid dated for the provision of insurance services (hereinafter called the tender)

KNOW ALL PEOPLE by these presents that WE , having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of 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 thisday of2016.

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)

The 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]

6. PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.

.....dated.....2021 to supply

[description of insurance services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of

..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2021

Signature and seal of the Guarantors

[Name of bank /financial institution]

/_____ *Address*

[Date] _____

7. ETHICS AND INTEGRITY PACT

TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES TO YOUTH ENTERPRISE DEVELOPMENT FUND

Bidder's undertaking on Ethics and Integrity

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity

Pact, concerning the present proposal for:

I _____ (lead consultant's name in the case of
an individual consultancy) /all personnel

of _____ (name of association, partnership,

corporation or other entity being a non-individual consultant) and its sub-contractors and agents hereby agree that:

- 1 I/We understand that Youth Enterprise Development Fund is/are a law-abiding institution and I/We undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid- rigging, collusive bidding, canvassing,.
- 2 I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of Youth Enterprise Development Fund or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
- 3 I/We undertake to report to Youth Enterprise Development Fund and the Kenya Anti-Corruption Commission any acts of corruption and unethical practice by any official of Youth Enterprise Development Fund, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
- 4 In bidding for the goods or services herein and in the course of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief. I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provisions

of services which we do not have the capacity to provide whether at all or under the terms required by Youth Enterprise Development Fund.

- 5 I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.
- 6 I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and Youth Enterprise Development Fund on the other with regard to the supply of the goods and/or provision of the services herein that would make the our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising there from, I/We shall fully and truthfully declare such conflict to Youth Enterprise Development Fund.
- 7 I/We understand that the violation if this pact may lead to the disqualification my/our bid, to the termination of any contract or obligation between myself/us and Youth Enterprise Development Fund and my/our prosecution.