



P.O.BOX. 44071-00100 , NAIROBI

**TENDER FOR THE PROVISION OF BACK AND FRONT OFFICE LOANS
PROTECTION COVER, BACK OFFICE SAVINGS COVER, AND
FUNERAL EXPENSE COVER (UNDERWRITERS ONLY)**

TENDER NO: ASCCS/INS/02/2024 -

DATE OF SUBMISSION: NOT LATER THAN WEDNESDAY, 17TH

JULY 2024 (12.00 NOON)

JULY 2024

Table of Contents

SECTION I - INVITATION FOR TENDER	3
SECTION II - INSTRUCTIONS TO TENDERERS	5
SECTION III GENERAL CONDITIONS OF CONTRACT	17
SECTION IV - SPECIAL CONDITIONS OF CONTRACT	22
SECTION V – SCHEDULE OF INSURANCE REQUIREMENTS	23
SECTION VI - EVALUATION CRITERIA	24
SECTION VI - STANDARD FORMS	31

SECTION I - INVITATION FOR TENDER

1.1 Apstar DT SACCO Society Limited (formerly Ukulima Sacco Society Limited), is a licensed Deposit Taking Sacco in Kenya with a countrywide branch networks and membership of over 61,000. The Sacco's new brand is built on **Simplicity, Accessibility, Innovation, and Inclusivity as the Society's core values.**

1.2 The Sacco invites sealed tenders as described below:

Tender Reference	Reference NO. ASCCS/INS/02/2024
Issue Date	Wednesday, 3rd July 2024
Description	The Society invites bids (Insurance underwriters only) for the provision of back and front office loans Insurance cover, back office savings Insurance cover, and funeral expense cover for the period of two years (2) commencing August 2024 and expiring in July 2026 renewable annually subject to satisfactory performance.
Clarifications	Requests for clarifications should be submitted in writing by way of email to procurement@apstarsacco.coop . Deadline for submission of clarification requests is 12 th July 2024 (5.00 PM East African Time)
Submission Deadline	NOT Later than Wednesday, 17 th July 2024 (12.00 Noon)
Tender Documents	Tender documents are available from the society's Procurement offices located at 4 th floor of Ukulima Co-operative House located on Uhuru Highway/Haileselasie junction. Interested Tenderers shall be required to pay a non-refundable fee of Kshs 1,000.00 payable at FOSA branch Nairobi for each set of documents before they are issued with the hard copy of the tender document. Interested bidders may also obtain full copy of the Tender Document from our website: www.apstarsacco.coop

1.3 Completed tender documents MUST be delivered so as to reach the undersigned:

**THE CHIEF EXECUTIVE OFFICER
APSTAR DT SACCO SOCIETY LIMITED
P.O BOX 44071-00100
NAIROBI.**

1.4 Tenders shall be opened in the Boardroom immediately thereafter in the presence of candidates or their representatives who choose to attend.

1.5 Prices quoted should be inclusive of all taxes, and remain valid for 120 days from the closing date of the tender.

1.6 Bidders are expected as a must to provide a tender security of 2% of the tendered premium sum.

1.7 The Bidder should provide two copies of the technical proposal enclosed in two separate envelopes and marked **ORIGINAL TECHNICAL PROPOSAL AND COPY**

1.8 The Bidder should provide a Financial Proposal enclosed in a separate envelope marked **FINANCIAL PROPOSAL**

1.9 *Apstar DT Sacco Society Limited reserves the right to accept or reject any tender in whole or part and is NOT bound to give any reason thereof.*

NB. PLEASE DO NOT INDICATE ANY FINANCIAL FIGURES OR ANY FINANCIAL INFORMATION ON THE TECHNICAL PROPOSAL.

Chemarum Victor
FOR CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 Apstar DT Sacco Society limited 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 59 of the 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Apstar DT Sacco Society limited, 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 be Kshs.1,000/=
- 2.2.3 Apstar DT Sacco Society limited shall allow the tenderer to view the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

- (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) Declaration Form
- (xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 Requests for clarifications should be submitted in writing by way of email to procurement@apstarsacco.coop . Deadline for submission of clarification requests is 12th July 2024 (5.00 PM East African Time)

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.

2.5 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, 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, 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 Form of Tender 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 only.

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 satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the 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 only, and shall be in the form
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the 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 an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN ON OR BEFORE WEDNESDAY 17TH JULY 2024 at 12.00 Noon**" 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".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Apstar DT Sacco Society limited 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 Procuring entity at the address specified under paragraph 2.15.2 not later than
- 2.16.2 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.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the Procuring entity at the CEO's Office.

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 Apstar DT Sacco Society limited prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by speed post or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend subject to Covid – 19 protocols, on **WEDNESDAY 17TH JULY 2024 at 12.00 Noon** at Apstar Board Room 2nd Floor Ukulima Co-operative House. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity, will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders 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, tender evaluation, and 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, 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, evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity,

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. The 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 action. If the Procuring entity, determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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 opening the tender unless there is an administrative review request.

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to instructions to Tenderers

The following information for the loan protection insurance Cover for Back office and Front office Loans, Deposits cover and Funeral Expense covers shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	UNDERWRITERS ONLY
2.15.2(b)	Opening date of tender- WEDNESDAY 17TH JULY 2024 at 12.00 Noon
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.12.2	Bidders are required to provide as a must a security Bond of 2% of the tendered premium sum and enclosed in a separate envelope and marked Bid Bond and the name of the bidder

COVER PERIOD DETAILS

	RISK TYPE	EXPIRY DATES	COMMENCING DATES
1	Front office Loans protection Cover	31 st July 2024	1 st August 2024
2	Back Office Loans Protection Cover	31 st August 2024	1 st September 2024
3	Back office Savings (Deposits) cover	31 st July 2024	1 st August 2024
4	Funeral Expense Cover	31 st July 2024	1 st August 2024

Note: All covers are renewable annually subject to satisfactory performance

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 superceded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The 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, (KSHS.) ONLY and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price

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 undelivered, and the Contractor shall be liable to the Procuring entity for any excess costs for

such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

SECTION V – SCHEDULE OF INSURANCE REQUIREMENTS

GENERAL SOCIETY SALIENT INFORMATION

COVER PERIOD DETAILS

	RISK TYPE	CURRENT COVER EXPIRING PERIOD	COMMENCING DATES	EXPIRY DATES
1	Front office Loans protection Cover	31 st July 2024	1 st August 2024	31 st July 2026
2	Back Office Loans Protection Cover	31 st August 2024	1 st September 2024	31 st August 2026
3	Back office Savings (Deposits) cover	31 st July 2024	1 st August 2024	31 st July 2026
4	Last Expense Cover	31 st July 2024	1 st August 2024	31 st July 2026

SUM ASSURED

	<u>RISK DESCRIPTION</u>	SUM INSURED
1.	Sacco active Membership as at 31st December 2023	59,260
2.	Back office Savings (Members deposits) as 31st December 2023	KES 9,226,702,667
3.	Back and Front Office loans 31st December 2023 (1 - 96 Months Tenures)	KES 12,221,266,986
4.	Member's last expense cover	KES 100,000/= per member
5.	Member's Spouse's last expense cover for declared spouse's maximum one per year	KES 60,000/= per Spouse
6.	Last expense cover for any declared first two deaths per year	KES 30,000/= per Child

SECTION VI - EVALUATION CRITERIA

General Provision

This section contains the criteria that Apstar Sacco shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

MANDATORY REQUIREMENTS

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria, and that the tender is complete in all aspects in meeting the requirements. The Standard Tender Evaluation Report for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Mandatory requirements examination will be considered irresponsible and will not be considered further.

TECHNICAL EVALUATION

The technical proposal will carry a weight of 80% while the financial proposal will carry a weight 20%. Only those who meet the Mandatory requirements and 70 marks minimum technical requirements will be evaluated further. The bids will be evaluated using the criteria set as below.

FINANCIAL EVALUATION

Only bidders that meet the minimum technical evaluation requirement of 70% shall proceed for financial evaluation.

A. MANDATORY REQUIREMENTS

NO.	REQUIREMENT	COMPLIANCE
1.	Copy of Certificate of Incorporation /registration	Mandatory
2.	VAT/PIN Certificate	Mandatory
3.	Copy of Valid Tax Compliance certificate	Mandatory
4.	Underwriting IRA License for the Current Year	Mandatory
5.	Copy of AKI Membership Certificate	Mandatory
6.	List of Re - Insurers	Mandatory
7.	Bid Bond of 2% of the value of the total premiums quoted	Mandatory
8.	Proof of Information systems in place.	Mandatory
9.	List of Directors and/ or Shareholders	Mandatory
10.	Submission of one original and one copy of bided documents both for Technical and Financial proposals respectively . The Technical and the Financial should be sealed in separate envelopes	Mandatory
11.	Dully completed and signed Form of Tender and confidential business questionnaire	Mandatory
12.	Audited accounts for the years 2021, 2022 and 2023	Mandatory

Only bidders who meet the Mandatory requirements will proceed to technical evaluation.

B. TECHNICAL REQUIREMENTS & EVALUATION CRITERIA

No.	Particulars	Total Points								
1	<p>Specific experience of the firm Evidence of providing Deposit and Loans Guard Insurance Cover to 7 Financial Institutions, Five (5) of which are Cooperative societies and two (2) other financial institution in the last three (3) years including the value of the Policies underwritten which should not be less than Kenyan Shillings One (1) billion per client – No score for policies below the mentioned value. (contracts awards / LPO or Letter of award)</p> <p>Cooperative societies (3 points each) Any other financial institutions (2.5 marks each).</p>	20								
2	Must have paid up capital of at least Kshs. 500 Million in 2023	5								
3	<p>Financial Stability: Provide evidence of having Annual Gross Insurance Premiums Turnover of not less than Ksh. 500 Million in the last three (3) years, 2021, 2022 and 2023 (Audited Accounts for the years must be submitted to support) (5 marks)</p>	5								
6	<p>Good Claim Settlement: Provide recommendation letters from at least five (5) major clients as evidence of good timely and satisfactorily resolutions of claims for Deposit and Loans Guard Insurance Cover. (A Letter from each of the five (5) clients confirming this aspect must be attached) (2 Marks each) Note: An excel schedule of payment does not count as evidence</p>	10								
	<p>Claim Administration:</p> <ul style="list-style-type: none"> Specify your Claim Settlement period upon full documentations guided by below timelines <table border="1" data-bbox="269 1493 1284 1696"> <thead> <tr> <th data-bbox="269 1493 735 1570">Offsetting of loans & refunds of deposits</th> <th data-bbox="735 1493 1284 1570">Payment of Last Expense (Member, Spouse and Children)</th> </tr> </thead> <tbody> <tr> <td data-bbox="269 1570 735 1612">1 – 7 Days</td> <td data-bbox="735 1570 1284 1612">2 days</td> </tr> <tr> <td data-bbox="269 1612 735 1654">8-14 Days</td> <td data-bbox="735 1612 1284 1654">3-5 days</td> </tr> <tr> <td data-bbox="269 1654 735 1696">15- 21 days</td> <td data-bbox="735 1654 1284 1696">Over 6 days</td> </tr> </tbody> </table> <p>Support the above by providing 5 claim incidences paid within the stated timelines above</p>	Offsetting of loans & refunds of deposits	Payment of Last Expense (Member, Spouse and Children)	1 – 7 Days	2 days	8-14 Days	3-5 days	15- 21 days	Over 6 days	10 5 0
Offsetting of loans & refunds of deposits	Payment of Last Expense (Member, Spouse and Children)									
1 – 7 Days	2 days									
8-14 Days	3-5 days									
15- 21 days	Over 6 days									

5.	<p>Qualification of Key Personnel: Provide qualifications and experience of at least 5 professional staff in the team. Attach CVs and copies of educational & professional certificates, certified by the bidding Company. Staff must have experience of at least 5 years.</p> <p>i) Claims Underwriting Manager – Minimum relevant degree, CV & certificates, 5 yrs.’ experience (5 marks)</p> <p>ii) Relationship Manager/Account Manager - Minimum relevant bachelor’s degree CV & certificates, 5 yrs.’ experience (3 marks)</p> <p>iii) Technical personnel (2) – Minimum relevant bachelor’s degree CV & certificates, 5 yrs.’ experience (3 marks)</p>	10
7	Provide information of age requirement for members, spouse children funeral expense cover	2.5
8	Provide salient features and requirement for the Total Permanent Disability and critical illness of a member	2.5
9	Provide Information on exclusions	2.5
10	Provide information on documents requirements for each category of risk	2.5
11	Provide information on new subsequent loans granted to the members and all subsequent savings/deposits made by members during the year.	5
12	Provide Information on free cover limit and medical requirements and how deal with new spouse’s	5
	TOTAL POINTS	80

Note 1: Only proposals with a minimum Technical Score of 60 points and above shall qualify to proceed to Financial evaluation.

The weighted Technical and Financial scores will be as follows: -

T= _____(80)

P= _____(20)

C. Financial Evaluation

The lowest technically solution qualified financial proposal (FM) will be given a financial score (SF) of 100 points. The financial score of the other financial proposals will be computed as indicated below;

$$SF = 100 \times (FM/F)$$

Where

SF = the financial score

FM = the lowest priced technically qualified proposal

F = the price of the proposal under consideration.

Proposals will be ranked according to their combined technical solution score (ST) and financial (SF) scores. The combined technical solution and financial score, S, will be calculated as follows:

$$S = ST \times T\% + SF \times P\%.$$

The weights given to the technical and financial proposals are:

T= 0.80= weight given to the technical proposal

F= 0.20= weight given to the financial proposal

The bidder with the highest combined technical solution score (ST) and financial scores (SF) will be judged as the *lowest evaluated bidder* and awarded the tender.

D. List other cover benefits that your insurance may be providing;

1.
2.
3.
4.
5.
6.
7.

4. 2. Special Conditions of the Contract as relates to the General Conditions of contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable when filling the tender but may be required after the contract signing.
3.7 Delivery of Services	The insurance company services will be offered to Apstar Sacco society within the period indicated by the successful bidder(s) as indicated in the local service order / policy
3.8 Payment	Apstar Sacco society payment terms are that payment shall be made within sixty (60) days from the date the services are provided and/or contract / policy is signed by the two parties
3.9 Price adjustment	Contract price variations shall not be allowed for contracts not exceeding one year (12 months). However, where contract price variation is allowed the variation shall not exceed 25% of the original contract price and shall be processed by Apstar Sacco society limited within 30 days of receiving the request.
3.16 Applicable law	Laws of Kenya
3.18 Notices	P. O. Box 44071- 00100 Nairobi

E. SERVICE LEVEL AGREEMENT WITH SUCCESSFUL INSURANCE COMPANY

Apstar Sacco will upon the award of the contract execute a service level agreement with successful Insurance Company. The service level agreement will cover the following areas:-

1. Structuring and obtaining optimum policy covers from the underwriters in accordance with the quotations submitted
2. Analyze, review, scrutinize the policy document and any endorsements therein, and if policy document is found satisfactory, not later than 15days of inception of the insurance cover(s).
3. Ensure proper claims administration by fully coordinating prudent requirements between the Society and underwriter.
4. Ensure that all documented claims are settled within the time period provided in the document.
5. Negotiate with the selected underwriter any pertinent aspects of the policy / Premiums quoted that may arise during the term of the policy.
6. Such other services as may be related or ancillary to the due performance of above service.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER**-The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** -When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer may be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To:
Name and address of procuring entity

Date

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (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]
2. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
3. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
4. 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.
5. 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Back office Savings (members deposits)	
2.	Back Office loans protection cover	
3.	Front office protection cover	
4.	Funeral Expense cover	

Contract Form

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

WHEREAS the Procuring entity invited tenders for the Loan , deposits and funeral expense cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) 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 back office loans and funeral expenses 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 _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part 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 bankers Branch

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.

4.

5.

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER