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# PROVISION OF COMPREHENSIVE STAFF MEDICAL COVER

## TENDER NO: CGWP/T/011/2019-2020

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## **SECTION I: INVITATION TO TENDER**

**TENDER REF NO:** CGWP/T/011/2019-2020

**Date:** 8<sup>th</sup> April, 2020

### **TENDER NAME: PROVISION OF COMPREHENSIVE STAFF MEDICAL INSURANCE COVER**

1.1 The County Government of West Pokot invites sealed bids from eligible candidates for provision of comprehensive staff medical insurance cover.

1.2 A complete set of tender documents may be downloaded free of charge by interested candidates from the county website: [www.westpokot.go.ke](http://www.westpokot.go.ke) or Public Procurement Information portal (PIIP Portal) [www.tenders.go.ke](http://www.tenders.go.ke) and the IFMIS tender portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) using the IFMIS unique negotiation number indicated above.

1.1 Completed tender documents must be submitted through the IFMIS portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) as per requirements contained in the tender document so as to be received on or before the date and time indicated in the IFMIS. All bid documents must be paginated in the format (1, 2, 3, 4....)

1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

1.4 Tenders will be closed and opened by being projected on the screen immediately thereafter in the presence of the Tenderers or candidates representatives who choose to attend at the Treasury Building, Main boardroom Ground floor.

1.5 Bidders MUST scan and upload a copy of original bid security to the IFMIS portal and deliver the original bid security to the office of Head Supply Chain Management Services, Treasury Building, Ground Floor. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender

#### **NOTE:**

Bidders who may experience challenges in accessing or uploading tender documents in the IFMIS TENDER PORTAL should contact the IFMIS helpdesk Tel (0800721477) at the National Treasury or Contact Supply Chain Management services office Treasury Building Ground Floor.

The system will automatically LOCK OUT at the time and date of the tender closing on the IFMIS PORTAL

MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted through the IFMIS platform.

**HEAD SUPPLY CHAIN MANAGEMENT SERVICES FOR: CHIEF OFFICER, HEALTH SERVICES**

**Head of Procurement**  
**For: County Secretary**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all eligible Insurance Underwriters dealing with Medical Insurance Covers. Successful tenderers shall provide the services required for the stipulated duration from the commencement (hereinafter referred to as the term) specified in the tender document.
- 2.1.2 COUNTY GOVERNMENT OF WEST POKOT employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 COUNTY GOVERNMENT OF WEST POKOT 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 to be charged for this tender document shall be **Kshs.NIL**
- 2.2.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be qualified to participate further in the exercise.

### 2.3. Contents of Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Details of Insurance Cover

- (vii) Tender Form
- (viii) Contract Form
- (ix) Insurance Company's Authorization 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 Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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 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 prospective tenderers that have received the tender document.

2.4.21 COUNTY GOVERNMENT OF WEST POKOT shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the 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 amendment.

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and 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 Tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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 of Tender**

2.7.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence that the Services and ancillary services to be supplied by the tenderer are eligible Services and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.12

## **2.8 Tender Forms**

2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the Services it proposes to supply under the contract

2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.9

2.9.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## 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 tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

## 2.12. Tender Security

2.12.2 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.12.3 The tender security shall be in the amount of **2** per cent of the tender price.

2.12.4 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 2.12.3

2.12.5 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.12.6 Any tender not secured in accordance with paragraph 2.12.5 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.12.7 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.12.8 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.12.8 and furnishing the performance security.

2.12.9 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.12.9Or
  - (ii) to furnish performance security.



## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.13. 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

2.14.2 The tenderer shall prepare two copies of the tender, clearly marking it "**ORIGINAL TENDER**" and '**COPY OF TENDER**' as appropriate.

2.14.3 The original 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.4 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.

## 2.14 Sealing and Marking of Tenders

2.15.2 The Tenderer shall seal the original tender in an envelope, duly marking the envelopes as "**ORIGINAL TENDER & COPY OF TENDER**".

2.15.3 The 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 for Tenders and the words, "**DO NOT OPEN BEFORE, 24<sup>th</sup> April, 2020 at 11.00am**"

2.15.4 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

## 2.16 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.3 no later than **24<sup>th</sup> April, 2020 at 11.00am**

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 2.16.2, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.17 Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.9

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

2.17.6 The 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **24<sup>th</sup> April, 2020 at 11.00am** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The Procuring entity will prepare minutes of the tender opening.

## **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**

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 quantify, 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 2.22 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 these 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 2.22

2.22.2 The Procuring Entity evaluation of a tender shall take into account, in addition to the tender price, the factors ,in the manner and to the extent indicated in the technical evaluation criteria

2.22.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.22.4 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.

## **2.23 Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.23 no tenderer shall contact the Procuring entity on any matter related 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 Tenderer's tender.

## **Post-qualification**

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

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

2.23.5 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.

**(b) Award Criteria**

2.23.6 The Procuring entity will award the contract to the successful tenderer(s) 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.

**(C) Procuring entity's Right to Accept or Reject Any or All Tenders**

2.23.7 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

**2.24 Notification of Award**

2.24.1 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.

2.24.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.12.8, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.8

**2.25 Signing of Contract**

2.25.1 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.

2.25.2 Within fourteen (14) days of receipt of the Notification letter, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

**2.26 Corrupt or Fraudulent Practices**

2.26.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.26.2 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.

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

## Appendix to Instructions to Tenderers

The following information for the procurement of Medical Insurance Services shall compliment, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Eligible tenderers shall be Registered Medical Insurance Underwriters facilitating Medical Insurance covers with valid operating licenses for the year 2020 issued by the Insurance Regulatory Authority(IRA) KENYA</i>
2.16	<i>The tender shall be closing on <b>24<sup>th</sup> April, 2020</b> at <b>11.00am</b></i>
2.22	<i>In addition to the final tender sum submitted, the technical evaluation criteria provided in the SSC shall be taken into account</i>
2.12	The tender security shall be an amount of 2 per cent of the tender price.

## **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 any 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 Tenderer" means the firm providing the services under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Standards**

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

### **3.4 Use of Contract Documents and Information**

3.4.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any or information provision therefore, furnished by or on behalf of the Procuring



entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in this tender document

3.4.3 Any document, other than the Contract itself, enumerated in shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Contract if so required by the Procuring entity

### **3.5 Patent Rights**

3.5.1 The tenderer 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 or any part thereof in the Procuring entity's country

### **3.6 Payment**

3.6.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.6.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.7 Prices**

3.7.1 Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.7.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.7.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.8 Assignment**

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

### **3.9 Termination for default**

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

- (a) if the tenderer fails to deliver any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.9.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.10 Resolution of Disputes**

3.10.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.10.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.11 Language and Law**

3.11.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.12 Force Majeure**

3.12.1 The tenderer 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.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

### **4.2. Tendering Notes**

- The duration of the contract shall be one year renewable once on satisfactory performance
- The tender is open to Medical Insurance Service Providers who have provided medical insurance cover to various institutions for the last eight years and proofed satisfactory performance in the same to the clients. (Attach evidence from the client letters)
- The submissions under terms of reference and applicable evaluation criteria shall form the basis of selection of the medical insurance service provider.

## **TERMS OF REFERENCE FOR THE COVER**

COUNTY GOVERNMENT OF WEST POKOT intends to contract the services of an experienced Medical Insurance Provider to provide medical services to:

- a) State Officers and their immediate dependants (spouses and 4 unmarried children below 18years of age/25years with proof of being in college).
- b) Staff of County Government of West Pokot and their immediate dependants (spouses and 4 unmarried children below 18years of age/25years with proof of being in college).

### **1.0 Objective of the Medical Cover**

- a) The primary objective is to provide a comprehensive and enhanced in-patient and out-patient general medical and maternity cover for the state officers, Staff of County Government of West Pokot and their immediate dependants.

### **2.0 Scope**

The provider is expected to provide efficient and effective medical services for Principal Members and their immediate dependants.

### **3.0 Specific services:**

The Health Insurance Provider is expected to provide the following medical services;

## **4.0 DESCRIPTION OF SERVICES REQUIRED**

### **(A) In-patient medical Cover**

The salient features of the in-patient cover to be procured are as follows:-

1. Pre-existing, Chronic diseases such as cardiac disease, asthma, hypertension, carcinoma, diabetes mellitus, psychiatric conditions etc and HIV/Aids conditions will be up to **HALF (50%)** of the inpatient limit for all the members.
2. Prematurity and Congenital Illness covered up to 75% of the inpatient limit
3. Specialist's fees including surgeons, physicians, anaesthetists, psychiatrists, etc.
4. Hospital board and accommodation fees in standard private room up to (Ksh.12,000 to 15,000) for inpatient limit 1M and above and General Ward for below 1M inpatient limit (net of NHIF).

5. Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.
6. Electrocardiographs, electroencephalographs, electroconvulsive therapy, occupational therapy, angiographs, angiograms, psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner
7. Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner or an approved pharmacist such as costs, splints, trusses, braces, crutches, or artificial limbs prescribed as a result of accidental bodily injury or disease.
8. Day care surgery/endoscopy.
9. Lodger fees for paediatric admissions of age 12 (twelve) years and below; caretaker fees should include bed and meals for the caretaker.
10. Inpatient dental and optical hospitalization resulting from an accident will be covered up to **Ksh. 300,000.00** within the inpatient limit.
11. 1<sup>st</sup> emergency caesarean section will be covered upto **Kshs. 150,000.00** within the inpatient limit.
12. Last expenses will be covered up to **Kshs. 100,000.00** for principal and **Ksh. 50,000.00** for spouse.
13. All waiting periods to be waived.
14. Annual check-ups up to **Kshs. 30,000.00** for the principal & Spouse within inpatient limit.
15. Road and air ambulance evacuation within Kenya.
16. Emergency treatment outside Area of Cover while on holiday or business travel.

## **B) Outpatient Medical Services**

1. Routine Outpatient Consultations
2. Prescribed Out-patient Surgery
3. Prescribed drugs and Dressing
4. Prescribed Physiotherapy
5. Diagnostic Laboratory and Radiology services
6. HIV/AIDS Counseling, testing and provision of anti-retroviral drugs
7. Attendance to other opportunistic and terminal illness such as TB, cancer etc
8. At least one general medical check-up
9. Any other Out-patient services not mentioned herein above.

**N/B:**

- **Optical, Dental and Maternity cover should also be included separately as per the SRC limits.**

**The service provider will be expected to:**

- a) Deliver health talk to scheme members.
- b) Liaise with Assistant Director for Human Resource to get the details of all employees and their dependants.

**5.0 List of service providers**

The Bidder must provide a comprehensive list of their nominated service providers including contact numbers i.e. hospitals, clinics, pharmacies, consultants, etc. with a view to addressing the population distribution of the membership. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of employees and their dependants and/or
- b) Liaise with the local medical institutions and private doctors to offer needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network.

**6.0 Misuse of the Medical Cover**

The Health Insurance Provider is expected to report to County Government of West Pokot immediately in case of any misuse of the medical cover by the beneficiaries.

**7.0 Reporting**

The Health Insurance provider shall be responsible to the Chief Officer – Public Service Management through Assistant Director for Human Resource/ Head of Procurement.

**8.0 Requirements for the Service Provider**

The Health Insurance Provider is expected to:

- i. Be registered with the IRA for the current year and a certified copy of the current license be submitted.
- ii. Furnish us with at least five (5) corporate firms whose employees' medical schemes the Health Insurance Provider has managed in the last 5 years. Documentary proof must be attached
- iii. Have working experience of at least 5 years as a Health Insurance Provider

- iv. Submit a certified copy of the audited accounts for the previous 3 years (2017, 2018 and 2019)
- v. Submit the list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience.
- vi. Submit Annual premium written in respect to staff medical cover for the last two (2) years broken down in annual premiums.
- vii. Have Professional Indemnity Insurance Cover for the current period of KShs.50 million or more and a copy must be submitted;

Submit certified copies of the following documents;

- i. Tax Compliance Certificate
- ii. Certificate of Registration/Incorporation
- iii. Be a member of the Professional Association of Kenya Insurers

## **9.0 Commencement Date**

The Health Insurance Provider is expected to start providing the employee medical cover immediately after signing the contract.

## **10.0 Period of Cover**

The Health Insurance Provider is expected to provide medical services to the state officers and staff of County Government of West Pokot plus their dependants for a period of 12 months from the date of inception. County Government of West Pokot may consider renewal of contract for further one year upon satisfactory performance by the Service Provider.

## **SECTION V - SCHEDULE OF REQUIREMENTS**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

### **MEDICAL INSURANCE COVER FOR ONE YEAR (2019/2020 F/Y-2020) (Principal Member and Dependants)**



**COUNTY GOVERNMENT OF WEST POKOT STATE OFFICERS, STAFF AND DEPENDANTS**

Civil Service Job Groups and Equivalent Grades	No	In patient Annual cover limit	Outpatient Annual cover limit	Maternity Annual cover limit	Dental cover Annual limit	Optical Annual limit
5	1	10,000,000	300,000	150,000	75,000	75,000
6	1	5,000,000	250,000	150,000	30,000	35,000
8	10	2,000,000	250,000	150,000	30,000	35,000
R-T	29	2,000,000	250,000	150,000	30,000	35,000
K-Q	307	1,500,000	200,000	100,000	30,000	25,000
G-J	720	1,000,000	150,000	75,000	30,000	15,000
A-F	215	750,000	100,000	50,000	30,000	15,000
<b>TOTAL</b>	<b>1283</b>					

*Approved Annual Medical Scheme for Public Officers serving in the County Government (Kshs)*

**PRICE SCHEDULE FORMAT (MANDATORY)**

Prospective bidders MUST use the price schedule format herein to append their unit rates and applicable total premiums. The Total Premiums per year must be inclusive of all applicable taxes.

**IN-PATIENT MEDICAL COVER**

IN PATIENT MEDICAL COVER								
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS								
PRINCIPAL MEMBERS AND THEIR DEPENDANTS								
JOB GROUP	LIMIT	M	M+1	M+2	M+3	M+4	M+5	TOTAL
5	10,000,000							
6	5,000,000							
8	2,000,000							
R-T	2,000,000							
K-Q	1,500,000							
G-J	1,000,000							
A-F	750,000							
<b>TOTAL</b>								

**OUT-PATIENT MEDICAL COVER**

OUT PATIENT MEDICAL COVER								
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS								
PRINCIPAL MEMBERS AND THEIR DEPENDANTS								
JOB GROUP	LIMIT	M	M+1	M+2	M+3	M+4	M+5	TOTAL
5	300,000							
6	250,000							
8	250,000							
R-T	250,000							
K-Q	200,000							
G-J	150,000							
A-F	100,000							
<b>TOTAL</b>								

**MATERNITY ANNUAL MEDICAL COVER**

MATERNITY ANNUAL MEDICAL COVER								
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS								
PRINCIPAL MEMBERS AND THEIR DEPENDANTS								
JOB GROUP	LIMIT	M	M+1	M+2	M+3	M+4	M+5	TOTAL
5	150,000							
6	150,000							
8	150,000							
R-T	150,000							
K-Q	100,000							
G-J	75,000							
A-F	50,000							
TOTAL								

**DENTAL MEDICAL COVER**

DENTAL MEDICAL COVER								
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS								
PRINCIPAL MEMBERS AND THEIR DEPENDANTS								
JOB GROUP	LIMIT	M	M+1	M+2	M+3	M+4	M+5	TOTAL
5	75,000							
6	30,000							
8	30,000							
R-T	30,000							
K-Q	30,000							
G-J	30,000							
A-F	30,000							
TOTAL								

OPTICAL MEDICAL COVER								
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS								
PRINCIPAL MEMBERS AND THEIR DEPENDANTS								
JOB GROUP	LIMIT	M	M+1	M+2	M+3	M+4	M+5	TOTAL
5	75,000							
6	35,000							
8	35,000							
R-T	35,000							
K-Q	25,000							
G-J	15,000							
A-F	15,000							
<b>TOTAL</b>								

**PREMIUM SUMMARY  
EMPLOYEES COVER**

COVER TYPE	TOTAL PREMIUM
In-Patient	
Out-Patient	
Maternity	
Dental	
Optical	

Out Patient

Total Cost for In Patient, Out-Patient, Maternity, Dental and Optical medical cover

Ksh -----

Amount in words .....

Signature.....

Rubber Stamp.....

**N/B:**

- Refer to the population of staff members in the schedule of requirements.
- Job Group 5 - Governor
- Job Group 6 – Deputy Governor
- Job Group 8 – County Executive Committee Member

## **1. TERMS OF PAYMENT**

The County Government of West Pokot will enter into a contract with the successful firm and payment will be paid based on a schedule of payment to be agreed upon at the contractual stage.

## **2. TERMS OF SERVICE**

The successful firm will initially be contracted to carry out the service for a period of one year. However the County Government is at discretion to vary the term to a two year contract based on satisfactory performance of the contract. The contract may be extended for a further period upon expiry of the initial term.

## **CRITERIA OF EVALUATION**

### **RISKS: MEDICAL INSURANCE COVER – 2019-2020**

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows:-

#### **Confirmation of compliance with mandatory requirements:**

Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.

#### **Technical Evaluation:**

Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70marks to qualify for further financial evaluation.

#### **Financial Evaluation:**

The bids received from the responding bidders shall be evaluated and ranked from the lowest to the highest priced.

#### **Due Diligence:**

Due diligence shall be done to the recommended bidder before award.

## MANDATORY EVALUATION CRITERIA

	<b>CRITERIA</b>	<b>YES/NO</b>
1.	Must upload a serialized original bid document/paginated bid document.	
2.	Must upload certificate of registration as a Member of Association of Kenya Insurance (AKI)	
3.	Must upload current license with the Insurance Regulatory Authority for the current year 2019/2020	
4.	Must have a paid up Share Capital of at Least Kshs 100 Million.	
5.	Must upload Original Tender Security (Bid bond) of 2% of the contract price in form of a Bank guarantee or bankers cheque from a reputable Bank in Kenya valid for 120 days from the date of opening of the tenders. The hard copy of the tender security should be submitted to the office of Head of Supply Chain Management Services	
6.	Must upload copy of valid Certificate of Business Registration or Incorporation	
7.	Must upload copy of valid KRA tax compliance certificate	
8.	Must upload copy of valid Current County Government Business License	
9.	The Insurance Company must provide and upload evidence proving that:- They have been underwriting Medical Insurance for a minimum period of five (5) years.	
10.	Must upload a copy of the audited accounts for the past 3 years(2017, 2018 & 2019)	
11.	Must upload proof of having worked with 5 reputable clients in the last five (5) years.	
12.	The Insurance Company should provide proof of dedicate 24/7/365 helpline	
13.	Proof of contractual agreements with Emergency Air and Road Ambulance services	
14.	Duly filled, signed and stamped confidential business questionnaire	
15.	The bidder Must specify detailed benefit structure/scope of cover	
16.	Self-declaration that the bidder has not been debarred from participating in government tenders	

	<b>(MUST be certified by advocate/commissioner of oath)</b>	
17.	Self-declaration that the bidder has not and will not engage in corrupt and fraudulent practices during the tender validity period <b>(MUST be certified by advocate/commissioner of oath)</b>	
18.	The bidder must upload the duly filled, signed, witnessed and stamped form of tender	
19.	Upload signed anti-corruption declaration form	
20.	Upload CR12 certificate	



## TECHNICAL EVALUATION CRITERIA

	CRITERIA	EVIDENCE	MARKS
1.	The Bidder must provide evidence of a reasonable Professional Indemnity guarantee.  (Max 10mks)	Attach a copy of signed indemnity cover of more than 300million	Award 10 mks for evidence provided and 0 mks for none
2.	List and demonstrate five (5) Contracts handled of a similar size or nature in the last Five (5) Years. At least three contract/award shall be with a government entity  <i>NB: Generic letters will not be accepted i.e. the letters should indicate clearly the business was for medical insurance and not "general insurance businesses".</i>  (Max 25mks)	Signed contract documents/ award letters. (Include recommendation letters from respective procuring entities/ clients per each contract/award letter).	5mks per each Contract/award with respective recommendation letter. Extra 5 mks for each contracts/award and acceptance letter with recommendation from a government entity; Zero mks for none
3.	Demonstrated: Qualifications and experience of key technical personnel	Head/ General Manager, medical department; With 5 years experience	5mks for 5 years' experience 5mks for masters. 3mks For Bachelors. Zero for none in medicine/pharmacy/ dentistry,
		Underwriting Manager, medical department; With experience of 5 years	5mks for 5 years' experience 5mks for masters. 4mks For Bachelors. 3mks for Diploma. Zero for None in medicine/pharmacy/ dentistry/ business, for underwriting manager;
		Liaison Officer,	5mks for Bachelors. 4mks for Diploma, Zero for none

			in Nursing/ Home economics/ Business, for Liaison Officer;
	(MAX 25MKS)		
4.	The Bidder should have Contractual agreements for Emergency Air Evacuation and Road Ambulance Services. (Max 10mks)	List of companies and their contacts to be provided	Award 10 mks for a document with evidence and 0 mks for none.

5.	Must submit audited financial statements for the last three (3) years – i.e 2017, 2018 and 2019  (Max 5mks)	The financial statements should be signed by auditor(s) who are approved by ICPAK.	Evidence of audited accounts. prorated per every audited financial year (5 mks), without any evidence 0 mks
6.	The Bidder will be expected to sensitize all staff on their current Medical Scheme. The sensitization will be done in the County Government.  (Max 10mks)	Attach program on how you intend to carry out the implementation	Evidence of a program (10 mks), without evidence 0 mks
7	Annual medical insurance premium in previous year 2019 of Kshs 500million excluding motor portfolio in 2019 (Max 5mks)	Provide a supported statement of the annual medical insurance premium for 2019	Evidence of the annual premiums (5 mks) without evidence 0 mks
8	Indicate claims settlement procedures. (Max 5mks)	Attach evidence of 5 highest paid In-patient and Outpatient Claims	Evidence of the 5 highest claims settlement (5 mks) without evidence 0 mks
9	The Bidder should have a wide network of Medical Service providers in Kenya including ALL the Major hospitals in Kenya. (Max 5mks)	Attach the list of medical service providers in Kenya including Major Regional Hospitals	Submission of list of medical service providers in Kenya (5 mks) without list 0 mks
	<b>Total (100mks)</b>		

To qualify for financial evaluation the bidder must score a minimum of (70 mks of the total score).

- The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the **BEST VALUE FOR MONEY PACKAGE**.
- Any information provided by the bidder may be verified by the County Government of West Pokot and must include all exclusions.

## SECTION VIII- STANDARD FORMS

### Notes on the sample 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. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. 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.
5. Performance Security Form - The performance security form should not be completed by the tenderers 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. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the Services where the tenderer is an agent.

8.1 FORM OF TENDER

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

To: COUNTY GOVERNMENT OF WEST POKOT  
P.O.Box 222-30600  
KAPENGURIA.

1. Having examined the tender documents including Addenda Nos. .... 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 ..... in figures..... (*total tender amount in words and figures inclusive of all applicable taxes*) 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 Medical Insurance in accordance with the conditions of the tender.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....(*Procuring entity*).

4. We agree to abide by this Tender for a period of 90 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 signing of the Contract by the parties.

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

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[In the capacity of]

## 8.2 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [*date of submission of tender*] for provision of comprehensive  
staff medical insurance cover ..... [*name and/or description of the  
equipment*] (hereinafter called "the Tender")  
..... KNOW ALL PEOPLE by these  
presents that WE ..... of ..... having our  
registered office at ..... (hereinafter called "the Bank"), are bound  
unto ..... [*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 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 tenderer on the Tender Form; or
2. If the tenderer, 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 tenderers;

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

This 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 date.

[*signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

**8.3 PERFORMANCE SECURITY FORM**

To .....  
*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply ..... *[description of 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 the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**8.4 INSURANCE COMPANY AUTHORIZATION FORM**

To COUNTY GOVERNMENT OF WEST POKOT  
P.O.Box 222 - 30600  
KAPENGURIA.

WHEREAS.....  
.... who are established and reputable underwriters of Medical Insurance having offices at ..... do hereby authorize ..... [to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... for the Medical Insurance Cover provided by us.

We hereby extend our full guarantee as per the General Conditions of Contract for the services offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Insurance Company and should be signed by a competent person.