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Dear Sir/Madam,

RE: TENDER FOR PROVISION OF STAFF MEDICAL INSURANCE
COVER REF NO: PPB/PRO/TND-01/15-16.

We would like to clarify that this tender is open to only IRA registered underwriters for provision of medical insurance services.

The member and spouse ages are 0-65 years

The insurance cover is limited to M+4 (member+spouse+3 children)

Following Particulars of Appendix to instructions to tenderer(2.1) the tender is eligible to both the underwriters and the insurance brokers.

Yours faithfully,

Dr. Kipkerich C. Koskei ,OGW
REGISTRAR.

RC

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INTRODUCTION

Pharmacy and Poisons Board intends to engage the services of competent Insurance Brokers who will be expected to undertake the following: -

- a) Advise PPB on the appropriate medical insurance protection for their insurable interests.
- b) Obtain premium quotations from reputable medical insurance underwriters
- c) Study and negotiate the terms of the insurance policies to suit the requirements of PPB.
- d) Forward the premium payment to the underwriter
- e) Obtain the policy documents and submit them to PPB
- f) Handle all medical insurance claims on behalf of PPB arising from the Insurance

Contracts entered into by PPB

- g) Advise PPB on all aspects of medical insurance risk management.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of insurance brokerage services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into a contract and demonstrate that they have continuously fulfilled obligations to pay taxes and social Security contributions as required by law.

SECTION I

INVITATION FOR TENDERS

Date 22nd July, 2016

TENDER REF. NO. PPB/PRO/TND-01/16-17 TENDER NAME PROVISION OF STAFF MEDICAL INSURANCE COVER.

Pharmacy and Poisons Board whereby invites tenderers to submit sealed tenders for the provision of staff medical insurance cover for a period of twelve (12) Months with an option of renewal for an additional twelve (12) Months subject to Satisfactory Performance.

Prices quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for ninety (90) days after date of Tender Opening.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Pharmacy and Poisons Board offices along Lenana Road during normal office working hours i.e. 08.00.am to 5.00.Pm.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number (*PPB/PRO/TND-01/16-17*) and name (*PROVISION OF STAFF MEDICAL INSURANCE COVER*) and be deposited in the Tender Box at Pharmacy and Poisons Board offices along Lenana Road or be addressed and posted to:

The Registrar
Pharmacy and Poisons Board
P.O.Box 27663-00506
Nairobi

to be received on or before *Friday, 05th August,2016 at 10.30am*

Tenders must be accompanied by a tender Security of 1.5% of the tender sum in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Pharmacy and Poisons Board.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend in the Boardroom of Pharmacy and Poisons Board.

Dr C.K.KOSKEI, OGW

THE REGISTRAR PHARMACY AND POISONS BOARD

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SECTIONII - 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 specified in the tender documents.
- 2.1.2 The Pharmacy and Poisons Board employees, committee members, board members and their relatives (spouse and children) Are not eligible
- 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 Pharmacy and Poisons Board 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.

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 PPB, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 Pharmacy and Poisons Board shall allow the tenderer to review the tender document free of charge before purchase.

2.1.5 Contents of Tender Document

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

- (i) Introduction
- (ii) Section i invitation for tenders
- (iii) Section ii instruction to bidders
- (iv) Section iii general conditions of contract
- (v) Section iv special conditions of contract
- (vi) Section v schedule of requirements
- (vii) Section vi standard forms
- (viii) Form of tender
- (ix) Price schedules
- (x) Confidential business questionnaire form
- (xi) Tender security form
- (xii) Form ppb 1 - professional qualifications
- (xiii) Form ppb 2 - underwriters' requirements
- (xiv) Form ppb 3 - client reference form

2.1.7 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.

2.3 Clarification of Tender Documents

2.2.1 A Candidate making inquiries of the tender documents may notify the Pharmacy and Poisons Board by post, fax or by email at the address indicated in the Invitation for tenders. Pharmacy and Poisons Board will respond in writing to any request for clarification of the tender documents, which we receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by Pharmacy and Poisons Board. Written copies of Pharmacy and Poisons Board response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.2.2 Pharmacy and Poisons Board 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.

2.2.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.3 Amendment of Tender Documents

2.3.1 At any time prior to the deadline for submission of tenders, the Pharmacy and Poisons Board, 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.

2.3.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.3.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Pharmacy and Poisons Board, at its discretion, may extend the deadline for the submission of tenders.

2.4 Language of Tenders

2.4.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Pharmacy and Poisons Board, 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.

2.5 Documents Comprising the Tender

2.5.1 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.

2.6 Form of Tender

2.6.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the insurance services to be provided.

2.7 Tender Prices

2.7.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the insurance services it proposes to provide under the contract.

2.7.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.7.3 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

2.8. **Tender Currencies**

2.8.1 Prices shall be quoted in Kenya Shillings

2.9. **Tenderers Eligibility and Qualifications**

2.9.1 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.

2.9.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Pharmacy and Poisons Board satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.10. Tender Security

2.10.1 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.

2.10.2 The tender security shall not exceed 2 per cent of the tender price.

10.3 The tender security is required to protect the Pharmacy and Poisons Board against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.10.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.10.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Pharmacy and Poisons Board as non-responsive, pursuant to paragraph 2.20.5

2.10.6 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.

2.10.7 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

2.10.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.29 or
- (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.11. Validity of Tenders

2.11.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the PPB as non-responsive.

2.11.2 In exceptional circumstances, Pharmacy and Poisons Board 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.

2.12. Format and Signing of Tenders

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.13 Sealing and Marking of Tenders

2.13.1 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.

2.13.2 The inner and outer envelopes shall:

- (a) be addressed to Pharmacy and Poisons Board at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE *or: 05th August, 2016 at 10.30am.*

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

2.13.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Pharmacy and Poisons Board will assume no responsibility for the tender's misplacement or premature opening.

2.14. Deadline for Submission of Tenders

2.14.1 Tenders must be received by Pharmacy and Poisons Board at the address specified under paragraph 2.15.2 not later than *30th May, 2016, at 10.30am.*

2.14.2 Pharmacy and Poisons Board 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.

2.14.3 Bulky tenders which will not fit the tender box shall be received by Pharmacy and Poisons Board

as provided for in the appendix.

2.15. Modification and Withdrawal of Tenders

2.15.1 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 Pharmacy and Poisons Board prior to the deadline prescribed for submission of tenders.

2.15.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched

in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or

email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.15.3 No tender may be modified after the deadline for submission of tenders.

2.15.4 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.

2.16. Opening of Tenders

2.16.1 Pharmacy and Poisons Board will open all tenders in the presence of tenderers' representatives who choose to attend, on *05th August, 2016, at 10.30am.* *and* in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing

their attendance

2.16.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence

or absence of requisite tender security and such other details as Pharmacy and Poisons Board, at

its discretion, may consider appropriate, will be announced at the opening.

2.16.3 The Pharmacy and Poisons Board 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.

2.17 Clarification of Tenders

2.17.1 To assist in the examination, evaluation and comparison of tenders the Pharmacy and Poisons Board

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.

2.17.2 Any effort by the tenderer to influence Pharmacy and Poisons Board in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.18 Preliminary Examination and Responsiveness

2.18.1 The Pharmacy and Poisons Board 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.

2.18.2 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.

2.18.3 The Pharmacy and Poisons Board 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.

2.18.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.18.5 If a tender is not substantially responsive, it will be rejected by the Pharmacy and Poisons Board and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.19. Conversion to single currency

2.19.1 Where other currencies are used, the Pharmacy and Poisons Board 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.

2.20. Evaluation and Comparison of Tenders

2.20.1 Pharmacy and Poisons Board will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.20.2 The 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

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

- (a) Operational Plan
 - (i) Pharmacy and Poisons Board 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 Pharmacy and Poisons Board's required delivery time will be treated on-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. Pharmacy and Poisons Board may consider the alternative payment schedule offered by the selected tenderer.

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

2.21 Contacting Pharmacy and Poisons Board

2.21.1 Subject to paragraph 2.19 no tenderer shall contact Pharmacy and Poisons Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.21.2 Any effort by a tenderer to influence Pharmacy and Poisons Board in its decisions on tender Evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.22 Post-qualification

2.22.1 Pharmacy and Poisons Board 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.

2.22.2 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 Pharmacy and Poisons Board deems necessary and appropriate.

2.22.3 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 Pharmacy and Poisons Board will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.23 Award Criteria

2.23.1 Subject to paragraph 2.29 Pharmacy and Poisons Board 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.

2.23.2 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 provision of motor vehicle insurance service.
- (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 by PPRA.

2.24. Pharmacy and Poisons Board's Right to accept or Reject any or all Tenders

2.24.1 Pharmacy and Poisons Board 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 Pharmacy and Poisons Board action. If Pharmacy and Poisons Board determines that none of the tenders is responsive, It shall notify each tenderer who submitted a tender.

2.24.2 Pharmacy and Poisons Board 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.

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

2.25 Notification of Award

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

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

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Pharmacy and Poisons Board will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as Pharmacy and Poisons Board notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Pharmacy and Poisons Board.

2.26.2 The contract will be definitive upon its signature by the two parties.

2.25.4 The parties to the contract shall have it signed within 30 days from the date of notification of Contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Pharmacy and Poisons Board.

2.27.2 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 Pharmacy and Poisons Board may make the award to the next lowest evaluated tender or call for new tenders.

2.27 Corrupt or Fraudulent Practices

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

2.28.2 Pharmacy and Poisons Board will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for the procurement of insurance services 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be charged Kshs. none
2.10	Particulars of other currencies allowed. None
2.12.2	Particulars of tender security if applicable. Kshs. 100,000 valid for Ksh 100,000 for 120 days after date of tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a

	Guarantee from a reputable bank or an insurance company approved by PPOA. Self guaranteed tender security not allowed.
2.13	Validity of Tenders: Tenders Shall remain valid for 90 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit room 2.
2.20.1	<p><u>PRELIMINARY EVALUATION CRITERIA</u></p> <p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness</p> <ol style="list-style-type: none"> 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provided 4) Must Fill the Form of Tender in the format provided 5) Must Submit a Tender Security of Kshs. 100,000 valid for 120 days after date of tender opening

- 6) Must submit a dully filled up Confidential Business Questionnaire in format provided
- 7) Must be registered with the Insurance Regulatory Authority for the year 2016 and a copy of the current license be submitted.
- 8) Medical Cover must be both In-patient and Out-patient as one package under one underwriter and **no co-sharing**.
- 9) Must have been in existence for the last five years.
- 10) Must be a current member of the Association of Kenya Insurers (AKI). Please provide copy of membership certificate.
- 11) Must submit letters confirming credit facilities for the last one year (August 2014 to September 2015) from Gertrude Hospital and any three of the following hospitals:
 - (i). Nairobi Hospital
 - (ii). Mater Hospital
 - (iii). MP. Shah hospital
 - (iv). Kenyatta National Hospital
 - (v). Karen Hospital
 - (vi). Aga khan Hospital

	<p>12) Provide one dispensing hospital within Nairobi Central Business District.</p> <p>13) Must Cover the following conditions in both In-patient and Out-patient</p> <p>(i). Chronic (ii). Congenital (iii). Pre-existing (iv). HIV/AIDS (v). Ambulance and air evacuation (vi). Maternity (vii). Dental (viii). Optical</p> <p>14) Provide a country wide list of approved health providers where you have credit facilities (PPB reserves the right to confirm directly with these providers the existence of credit facilities).</p>
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Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.22	<p>Evaluation and Comparison of Tenders</p> <p><u>TECHNICAL EVALUATION CRITERIA (Total Points 100)</u></p> <p>1) Provide evidence of Slip/Cover Notes for Medical Cover – 2 points</p> <p>2) Provide letter from the Insurance Regulatory Authority (IRA) that Reinsurance arrangements are in place for the Medical – 3 Points</p> <p>3) The firm must have been providing Medical Cover business for the last five years – 3 Points</p> <p>4) Provide Audited Accounts for 2014 and 2015 with a net asset base of Kshs. 500 Million – 5 Points</p> <p>5) Provide Audited Accounts for 2014 and 2015 with Gross Premiums in the year 2012 of not less than Kshs. 700 Million – 10 Points</p> <p>6) Provide Audited Accounts for 2014 and 2015 with Premium for Medical cover of Ksh 300 Million per year – 3 Points</p> <p>7) Provide a list of current largest clients whose Total Premium is not less than Ksh 100 Million (PPB reserves the right to confirm directly with these firms) – 2 Points</p> <p>8) Extensive and Comprehensive Network of Service Providers – 10 Points</p>

- 9) Facilitate Health Talks every quarter – 2 points
- 10) Medical check for Principal members – 5 Points
- 11) Demonstration of a satisfactory management and execution plan
 - a. Service provision, handling of underwriting and claims services – 15 Points
 - b. Evidence of Value Addition Services – 5 Points
 - c. Other concessions/Wider Coverage, e.g. better Extensions – 5 Points
- 12) Provide details on scope of cover as follows:
 - (i) What is **covered in In-patient** (including Maternity, Dental and Optical) to be on List A (i) and what is covered in Outpatient (including Maternity, Dental and Optical) to be on List A (ii). The details should include the applicable sub limits if any – 20 Point s
 - (ii) What is **not covered (exclusions)** on In-patient (including Maternity, Dental and Optical) to be on list B (i) and what is not covered in outpatient (including Maternity, Dental and Optical) to be on List B (ii) - 10 Points

To be eligible for the Financial Evaluation, tenders must score at least **Seventy percent (70%)** at the Technical Evaluation Stage.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p><u>FINANCIAL EVALUATION</u></p> <ol style="list-style-type: none"> 1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender. 2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
2.24 (a)	Particulars of post – qualification if applicable. PPB may inspect the premises
Other’s as necessary	Complete as necessary. None

At this stage, the bidder who has passed the technical evaluation stage and has quoted the lowest total price (inclusive of all taxes and discounts) for the provision of the services shall be awarded the tender. In case there is tie in the financial and technical scores the award shall be made to the bidder whose cover has extra benefits.

2.7 Documents Comprising the Tender

While preparing the tender proposals, bidders must give particular attention to the following requirements:-

- a) Copy of certificate of Incorporation as a company issued by the Registrar of Companies.
- b) Copy of certificate of Registration as broker for the current period (2016) issued by the Insurance Regulatory Authority (IRA).
- c) The brokers are expected to have taken out a Professional Indemnity Insurance Cover and evidence of the cover shall be submitted in form of Policy Schedule of the cover taken out for the current period. The indemnity limit must be Kshs. 10 Million or more.

- d) The brokers shall be required to submit a certified copy of Current Membership Certificate of Association of Insurance Brokers of Kenya (AIBK).
- e) The Bidder shall submit copies of audited financial statements for the last three years (2013,2014 and 2015). The accounts must be signed by a Certified Public Accountant. The bidder must also submit documentary evidence of the total gross premium turnover for the last two years. PPB reserves the right to verify this information with the Broker's clients.
- f) Details of professional qualifications for principal officer and at least three other senior officers in the prescribed format FORM PPB 1 must be submitted. It is a requirement that the officers whose details are submitted should be permanent employees of the broker. The bidders must provide evidence of the qualifications attained by the respective officers so as to earn points as indicated in the Technical Criteria.
- g) Bidders must submit the duly completed Client Reference Forms - FORM PPB 3 from five (5) corporate clients. The insurance portfolio handled for each of the clients must be more than six million shillings (Kshs. (6,000,000.00) The Bidder shall be required to submit a Panel of proposed underwriters who meet the eligibility requirements specified in paragraph 4.1. The list of the proposed panel of underwriters shall be submitted along with copies of FORM PPB 2 in respect of each proposed underwriter.
- i) The current Tax Compliance certificate from the Kenya Revenue Authority must be submitted by the bidder.

Any additional information requested in the tender document

SECTION III - GENERAL CONDITIONS OF CONTRACT

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DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between Pharmacy and Poisons Board 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 Pharmacy and Poisons Board under the Contract.
- (d) "PPB is the organization procuring the services under this Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract

SECTION V - SCHEDULE OF REQUIREMENTS

Bidders are required to provide their quotations based on the format of the appended Schedule of Insurance Requirements and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.

2. Bidders will be required to provide a summary of their quotations based on the format of the appended Price schedule Form. Bidders must take into consideration the arrangement of the policies as presented in the Price schedule Form while making their recommendations of the underwriters for the various policies.

3. Bidders must submit copies of quotation slips as received from insurers along with the signed FORM PPB 2 from their recommended underwriters. The Bidders must ensure that the premium presented in the Price Schedule Forms and Schedule of Insurance Requirements is the same as those in the insurers' original quotation slips.

4. Any special requirements in respect to each class of insurance have been provided in the Schedule

of Insurance Requirements. Such requirements must be considered. And addressed in the bids.

5. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.

SCHEDULE OF INSURANCE REQUIREMENTS

Clearly indicate your annual Premium, Excess ,applicable, any Special conditions~ Insurer and any other remarks you may wish to state in each CLASS OF INSURANCE as follows:-

SCOPE OF COVER:

A. STAFF - ALL CATEGORIES

a) Inpatient cover - Insured

- Inpatient covers limit of Kshs. 1.5 million per family for top level management.
- Inpatient covers limit of Kshs. 1 million per family for middle management
- Inpatient covers limit of Kshs. 750,000 per family for lower level management.

ii. Pre-existing/chronic and HIV& AIDS sub-limit of 500,000 per family per year (within the inpatient cover limit).

iii. Congenital sub-limit of Kshs. 100.000 per family per year (within the inpatient cover limit).

iv. Maternity cover of Kshs. 200.000 (within the inpatient cover limit) for top level and middle level management v. Maternity cover of Kshs. 200,000 (within the inpatient cover limit) for lower level management

b) Outpatient cover - Fund managed

i. Cover limit of Kshs. 200,000 per family per year for top level management.

ii. Cover Limit of kshs. 150,000 per family per year for both middle level management and lower level management

iii. Congenital, Pre-existing/chronic and HIV/AIDS covered within the outpatient limit

iv. Dental cover- Kshs. 50,000 per family

v. Eye and Optical cover - Kshs. 50,000 per family

c) Funeral cover of Ksh 50.000 per member

N/B Administration by Smart card

General Conditions;

Inpatient cover

I. Reimbursement is at 100% basis of utilization.

ii. In-patient dental cover (or non-accident dental illness. Ksh. 100,000 limit.

iii. Provider must provide a network of hospitals that will offer "no hassle" admission to PPB staff on

credit on the production of a medical certificate.

iv. Provider must be in a position to issue membership cards to all staff and their approved dependents

as soon as they go on cover, and within two weeks at the latest.

v. Provider should cover any in-patient services to be provided by the service providers as part of the

inpatient cover limit. This includes such services as MRI, CT scan, X-Rays, EEG, ECG, etc.

vi. Provider should be able to negotiate doctors'/specialists' fees to enable efficient utilization of the

scheme benefits.

vii. Cost of evacuation should be part of the cover.

viii. Provider should provide comprehensive quarterly reports on scheme utilization, an analysis on

utilization trends and recommendations on better utilization, CMA can request for reports on need basis.

ix. Provider should preferably have well established relations with medical facilities in other parts

of the world to cater for evacuation, cover when staffs require medical services while away from

their duty stations.

x. Operating theatre fees, HOU, Intensive Care Unit charges, Laboratory, Radiology and

Physiotherapy services and, Day Care surgery.

xi. Caretaker fees for pediatric admissions of age & (eight) years and below; caretaker fees should

include bed and meals for the caretaker.

xii. Diagnosis and treatment of sexually transmitted diseases

xiii. 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

xiv. Overseas treatment where necessary and advised by medical practitioner up to full cover limit.

xv. Clear list of exclusions

xvi. Notification of claims - 30 days

Outpatient cover.

i. Reimbursement is at 100%.

ii. Have a well distributed network of out-patient service providers.

iii. Service providers should include doctors/specialists, pharmacies laboratories. etc.

iv. A clear process of referral to specialists.

v. Cover to include pre-natal and post-natal visits.

vi. Immunizations

vii No co-payment.

viii. Provider should provide comprehensive quarterly reports on scheme utilization, an analysis on

utilization trends and recommendations on better utilization. PPB can request for reports on need basis.

- ix. General health check ups
- x. Clear list of exclusions.
- xi. Diagnosis and treatment of sexually transmitted diseases
- xii. Notification of claims - 30 days

Age limits

Age limit is from 0 months - 70 years for self and spouse

Age limit for children- 0 months to 18 years

Family size distribution

The distribution of family size space to indicate applicable premium (inclusive of all taxes and levies) is as per table below:

Category	Family size	Units	Population
Top level management	20		
Middle level management	60		
Lower level management	100		
Total population	180		

PERIOD OF INSURANCE - For a Contract period of One (1) year with an option of renewal for an additional one year subject to Satisfactory Performance.

SECTION VI: DETAILS OF MEDICAL INSURANCE COVER

STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2016- 2017

Pharmacy and Poisons Board seeks to contract a reputable underwriting insurance company to 'de a staff medical insurance that entails benefits which ensure members of staff receive quality health care;

The proposed Staff Medical Schemes shall be fully enhanced medical scheme cover and is intended to provide the all employees and their dependents quality and affordable medical health care service on 24 hours cover basis taking into cognizance of the nature of sicknesses and/or accidents.

Appreciated that medical schemes come with inherent controls and procedures, PPB '5 hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

The Medical Scheme is expected to cover the following:-

1. Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic and HIV/AIDS conditions and will cater following benefits:-

Accidental and illness hospitalization (accommodation, doctor(s) fees,

Operating theatre, ICU charges, physiotherapy. Prescribed drugs, dressings

Surgical appliances, X-rays)

_ In-patient surgery

_ Admission bed (private or semi-private)

_ First non-elective and emergency caesarean

_ Hospitalization due to dental and optical cases

Gynecological illnesses

Post hospitalization benefits

Ambulance rescue/evacuation (both road air)

Treatment while in hospital; and

Discharge from hospital and the cost of treatment thereof.

2. Outpatient Cover:

The outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

Routine outpatient consultation;

Diagnostic Laboratory and Radiology service;

- Prescribed Physiotherapy
- Prescribed drugs and dressings;
- HIV/AIDS related conditions and prescribed ARVs
- Routine Immunization (KEPI)
- Routine Antenatal checkups (Max 1 U/S exam)
- Postnatal care up to six weeks post-delivery;
- Chronic and recurring conditions;
- Outpatient Emergency Ambulance Services:
- Dental services;
- Optical services;
- Immunization;
- Counseling services;
- Specialist opinion on referral basis
- Health Education (wellness programmers)
- Annual pap-smear and breast checks for female members and dependents.
- Annual prostate checks for male members and dependents
- Any additional benefits should be specified by the bidder

3. Particulars/requirements of medical scheme cover:

The bidder is expected to provide the following:-

Full details of what the cover provides

Eligible expenses included in the in-patient cover

Eligible expenses included in the out-patient

Full details of cover exclusions i.e. give specific details of each excluded condition

Dependants Eligibility

All bidders are required to fully provide information on whether the inpatient medical cover incorporates the following:-

Funeral cover/last expense (member Kshs.100, 000/=and dependent Kshs.50, 000/= and free cover limit if any)

- Dental
- Optical
- Maternity
- evacuation

NB: The costs for each of the above should be shown separately. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.

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

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Form of Tender

Date:
Tender No. PPB/PRO/TND-01/15-16.....

To: **The Registrar**
Pharmacy and Poisons Board
P. O. Box 27663-00506
NAIROBI

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 **Medical Cover** under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2.....

[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.		
2.		
3.		
4.		
5.		

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Whichever applies to your type of business

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

Part _____ General:

Business

Name

.....
 Location of business premises

.....
 Plot No. Street/Road

.....
 Postal Address Tel. No. Fax

Email

Nature of business

.....
 Registration Certificate No.

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

.....
 Name of your bankers Branch

.....
 Part 2(a) – Sole Proprietor:

Your name in full Age

.....
 Nationality Country of origin

.....
 Citizenship

.....
 details.....

.....
 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 well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

6.3 Contract Form (To be filled after contract award)

THIS AGREEMENT made theday 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 GPA 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:

- 6.3 The Tender Form and the Price Schedule submitted by the tenderer;
- 6.4 The Schedule of Requirements
- 6.5 The Details of cover
- 6.6 The General Conditions of Contract
- 6: 7 The Special Conditions of Contract; and
- . 6.8 Pharmacy and Poisons Board's Notification of Award

In consideration of the payments to be made by Pharmacy and Poisons Board to the tenderer as

Hereinafter mentioned, the tenderer hereby covenants with the Pharmacy and Poisons Board to provide the cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Pharmacy and Poisons Board 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.....

6.6 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 provide

[Description of insurance services] (Hereinafter called "the Contract")

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

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

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

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

your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the..... day of20

Signature and seal of the Guarantors

.....

[Name of bank or financial institution]

.....

.....

[Address 1]

.....

[Date]

LETTER OF NOTIFICATION OF A WARD

Address of Pharmacy and Poisons Board

.....
.....

To:.....

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

RE:TenderNo.....

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.

(FULLPARTICULAR).....
.....

SIGNED FOR ACCOUNTING OFFICER