

ORIGINAL

KENYATTA NATIONAL HOSPITAL



**TENDER DOCUMENT FOR PROVISION OF GARBAGE COLLECTION IN
KNH ESTATE**

SERVICES TENDER NO: KNH/T/34/2017-2018

(Reserved for Youth, Women Persons Living with Disability)

**The Chief Executive Officer
Kenyatta National Hospital
P.O Box 20723 - 00202
Nairobi**

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OPEN NATIONAL TENDER

Kenyatta National Hospital wishes to invite sealed tenders for the items listed below from

No	Tender No	Item Description	Closing Date
1	KNH/T/12A/2017-2018	Supply and Delivery of Chicken and Eggs (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
2	KNH/T/14/2017-2018	Supply & Delivery of Fruits and Vegetables (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
3	KNH/T/15/2017-2018	Supply and Delivery of Dry Foods (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
4	KNH/T/19/2017-2018	Supply and Delivery of Stationery (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
5	KNH/T/20/2017-2018	Supply and Delivery of Detergents (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
6	KNH/T/22/2017-2018	Supply & Delivery of Cleansing Materials(Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
7	KNH/T/33/2017-2018	Provision of Cleaning Services (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
8	KNH/T/34/2017-2018	Provision of Garbage collection in KNH Estate (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
9	KNH/T/35/2017-2018	Provision of Gardening Services (Reserved for Youth, Women and Persons Living with Disability)	10/04/2017
10	KNH/T/23/2017-2018	Supply & Delivery of Computer Stationary (<i>Reserved for Persons Living with Disability</i>)	10/04/2017
11	KNH/T/87/2016-2017	Supply and Delivery of Printed Medicine Packaging Materials (<i>Reserved for Persons Living With Disability</i>)	10/04/2017
OPEN TENDERS			
12	KNH/T/18/2017-2018	Supply and Delivery of Medical Gases	11/04/2017
13	KNH/T/21/2017-2018	Supply & Delivery of Printed Stationary and Medical Records	11/04/2017
14	KNH/T/31/2017-2018	Supply & Delivery of Cooking Gas	11/04/2017
15	KNH/T/84/2016-2017	Supply ,Delivery, Installation , Testing & commissioning of Digital Radio Communications Systems	11/04/2017
16	KNH/T/85/2016-2017	Sale of Plastics, Waste Paper and Cartons	11/04/2017
17	KNH/T/86/2016-2017	Disposal of Incinerator Plants Bottom Ash and Other Debris	11/04/2017

eligible candidates.

Tenderers should submit a two-envelope bid marked "ORIGINAL" and "COPY".
All pages of submitted documents must be serialized by the tenderer.

Tenders are open to all firms that deal with services to bid and they are required to show authenticated evidence that they have recently satisfactorily carried out similar services. Only firms that demonstrate their previous experience will have their tender considered.

Provision of garbage Collection In KNH Estate 2017-2018

Tender documents with detailed Specifications and Conditions are obtainable free of charge from the KNH Website (www.knh.or.ke) or <https://supplier.treasury.go.ke>, IFMIS Portal or visit the office of the Deputy Director, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs.1,000.00 per tender document in the form of Cash or Bankers Cheque made payable to Kenyatta National Hospital.

Bidders who have downloaded the tender documents from the website free of charge shall immediately email their contact details (cellphone number, email, and company name) to: procurement@knh.or.ke/procurementknh@gmail.com for records and communication of any tender clarifications and addenda.

The completed tenders shall be deposited in the Tender Box before am of closing dates, located at entrance of Main Administration Block Ground floor. Any tender document deposited in the wrong tender box shall be disqualified and returned to the tenderer.

Prices shall be inclusive of all taxes and applicable duties, transport and other incidental expenses and **MUST** remain valid for 12 months from the date of opening. No **variations** will be allowed before the said period.

FOR: CHIEF EXECUTIVE OFFICER

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender as defined under clause 66 of the Public Procurement and Assets Disposal Act(PPADA) 2015.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in 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 the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Performance security form
- xi) Tender Securing Declaration 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 candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by 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 who have received the tender documents”

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within three(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 issuing an addendum.

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, dully completed Tender securing declaration form as specified in the Invitation to tender.

2.13 Validity of Tenders

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

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

2.14.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. All bids submitted shall have their pages serialized to enhance integrity of the tender document.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Hospital at the following address

**The Chief Executive Officer
Kenyatta National Hospital
P.o Box 20723 - 00202
Nairobi**

- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE 10/04/2017at 10.00 a.m

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Hospital will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 no later than 10/04/2017at 10.00 a.m. The Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Hospital and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received and registered by Supply Chain Department room No. 6.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, 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 2.12.7. or

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 Hospital will open all tenders in the presence of tenderers' representatives who choose to attend, **10/04/2017 at 10.00 a.m** at Administration Block, Kenyatta National Hospital. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The name of the person submitting the tender; the total price, where applicable including any modifications or discounts received before the deadline for submitting tenders except as may be prescribed; and if applicable, what has been given as tender security, will be announced at the opening.

2.18.3 The Hospital 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 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 tenderer's tender.

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 23, 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.
- 2.20.4 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 nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph following the evaluation methods be the procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

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

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the 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.

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

2.28.2 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;

2.28.3 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 Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of 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	Particulars of appendix to instructions to tenderers
2.1	Firms specializing in the provision of Garbage Collection at KNH Estate. Reserved for YOUTH, WOMEN AND PERSONS WITH DISABILITIES
2.2.2	The price to be charged for the tender document shall be kshs 1,000 for the hard copy and free for persons who download from our website.
	Price variation shall not be allowed
	Prices shall be quoted in easily convertible currencies to Kenya Shillings.
	Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction: <ol style="list-style-type: none"> 1. Certificate to access government procurement opportunities. 2. Certificate of valid Tax Compliance
	No tender security shall be required instead all Tenderers will be required to sign a Tender Security Declaration Form
	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
	The bidders must submit a Technical and, Financial bid each with one (1) ORIGINAL TENDER and one (1) COPY of the Tender.
	Bulky tenders which will not fit in the tender box shall be received at the Deputy Director Supply Chain Management Office , Room no 6

2.24	Evaluation and Comparison of Tenders	Documentary Evidence in form of copies.
RESPONSIVE	Stage 1.Mandatory Requirements	Responsive or Not Responsive
	Submission of two Tender documents securely bound (Spiral or book) and clearly marked (original and copy) by the tenderer. No loose documents will be accepted	
	All pages of both (Original & Copy) documents Must be Sequentially Serialized by the tenderer.	
	Business questionnaire duly completed, signed and stamped.	
	Copy of Valid Tax Compliance Certificate/exemption certificate	
	Copy of Certificate of Incorporation/evidence of registration whichever is applicable	
	Copy of Valid Compliance certificate from NHIF for the last three(3) months	

	Copy of Valid Compliance certificate from NSSF for the last three(3) months	
	Tender Securing Declaration form duly completed, signed and stamped	
	Valid Certificate to access government procurement opportunities	
	Valid trade license from Nairobi County Government or any respective County Government.	

At this stage , the tenderer's submission will either be responsive or non-responsive. . Failure to provide ANY of the above mandatory requirements will lead to disqualification

Stage 2. Technical Evaluation Criteria				
No	Requirements	Evidence	Max. Score	Score Awarded
1	Experience	Recommendation letters of good performance from three previous customers for the last two years.(5 marks for each customer stated)	15	
2	Professional and Technical Qualification	Workman Injury Benefit Insurance	15	
3	Site Visit	Site visit certificate duly signed by KNH representative shall be attached to the bid documents	20	
	Sub Total		50	
Only bidders who score 100% will be proceed to Due diligence stage				
1	Registered office	Physical Location and Organization structure	10	
2	Three(3) Seven Tone trucks license as waste collection vehicle by NEMA	Ownership Document i.e log book or transfer agreement with copy of the log book and acknowledgement from NTSA or Valid Lease Agreement	20	
b	Eleven (11) 1000 litre capacity skips	Ownership	10	
3	Adherence to labour laws	Evidence to adherence to minimum wage(payload) Occupational safety(PPE)	5 5	
		Sub Total	50	
	Total Score			
Only bidders who score 80% and above will be proceed to financial evaluation stage. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.				
Stage 3.Financial Evaluation stage				
Evaluation will involve the following				

(a). Determination of evaluated price for each bid using the Following

- i) There will be no corrections of arithmetic errors as per Public Procurement & Assets Disposal Act 2015 Section 82.
- ii) Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
- iii) Application of any discount offered on the tender
- iv) A attach a written undertaking that the prices shall remain valid for 12 months from date of contract in line with the Public Procurement and Asset Disposal Act 2015 section 139(3).

(b) Ranking of Tenders according to their evaluated prices

All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non responsive.

SECTION III GENERAL CONDITIONS OF CONTRACT

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- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

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

3.5 Patent Right's

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 under the contract or any part thereof .

3.6 Performance Security

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

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

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

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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.

3.10 Termination for Default

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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the 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.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

1.0 Performance Security:

The amount of the performance security as a percentage of the Contract price shall be 1%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

2.0. Currencies of Tender and Payment

The currencies, method and conditions of payment to the tenderer under this contract shall be as follows:

- (i) Tenders shall be priced in Kenya shillings and the tender sum shall be in Kenya shillings
- (ii) payment for the Services shall be made in local currency
- (iii) payment for the Services shall be made by the Hospital's cheque or Real time Gross Settlement(RTGS).
- (iv) there shall be no advance payment under this contract
- (v) Payments will be made by the Hospital, within **thirty (30) days** after submission of an invoice, Bank details such as Account Name, Bank name and a Statement of Account, or claim by the tenderer.

3.0. Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account for the period of contract except due to statutory or legislative requirements. Unit price quoted shall be inclusive of all other charges incidental to the provision of the service at the Hospital.

4.0. Warranty

- (i) The tenderer warrants that the Services supplied under the contract conform to the specifications indicated in the Contract and/or Local Service Orders.
- (ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part the tenderer shall either:
 - (a) make such changes, modifications and/or additions to the service or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense or,
 - (b) Repeat the service to conform to the specifications in the contract at his own costs.

5.0 The Hospital reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

- 6.0 The tenderer shall obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.
- 7.0 Services shall not be provided after 4:00 pm unless with special arrangement with the Chief Executive Officer or the Deputy Director, Supply Chain Management.
- 8.0 Tenderers who have breached the previous year **2015/2016** Kenyatta National Hospital performance contracts shall not be considered for particular products/services they defaulted on.

RE.SPECIFICATIONS FOR GARBAGE AND GENERAL WASTE COLLECTION

The following are the specifications of the above tender;

1. The contractor to collect garbage from designated collection points – All KNH estates, incinerator yard and pigswill house.
2. To provide eleven (11) by 1000 litres capacity skips of heavy duty plastic or non-corrosive metallic with feeder and exit lockable doors.
3. The skips should not leak and should be placed at designated waste collection point.
4. The skips should be constructed so as to protect waste from adverse weather conditions.
5. To provide two (2) liner bags per week to each of the 1114 housing unit within the KNH residential area.
6. The liner bags should be size 28”x 34” gauge 150
7. To provide at least four (4) collections per week. Each to cover all designated collection points on the specified collection days.
8. All wastes so collected from the hospital to be taken to a designated Nairobi City County disposal site for such wastes and/ or any other authorized county disposal site.
9. The contractor to produce a copy of the license authorizing the disposal of such waste from the concerned county government.
10. The company to have a registration License from NEMA for waste transportation and disposal.
11. To have a minimum of three (3) seven tones trucks licensed as waste collection vehicles by a NEMA.
12. The contractor should have been in the waste collection business for a minimum period of two (2) years
13. The collection should be done between Monday and Friday during working hours of 7am and 4pm.

14. The contractor will take care and maintain litter around the designated waste collection points.

SECTION V - SCHEDULE OF REQUIREMENTS

The service under this contract shall be performed as prescribed in the description of the service during the contract period commencing on 1st July 2017 and ending on 30th June 2018.

Name of tenderer _____ Tender Number _____.

Item No	Item Description	Duration	Amount Per Month	Total Amount	Remarks
1	Provision of Garbage Collection in KNH Estate	Twelve Months			

Total Amount in words Ksh..

Tenderers signatureCompany Stamp

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Performance security form
6. Bank guarantee for advance payment
7. Tender Securing Declaration form
8. Letter of Notification of award
9. Bank Details Form
10. Site visit Certificate

SECTION X - STANDARD FORMS

10.1 FORM OF TENDER

Date_____

Tender No._____

TO CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
PO BOX 20723- 0202 NAIROBI

Gentlemen and/or Ladies:

1. Having Examined the Tender documents including Addenda Nos.....
of which is hereby dully acknowledged , we ,the undersigned, offer to Provision of.....
.....in

conformity with the said tender documents for the sum of

.....(total tender amount in

words and figures).....

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 1(one) percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenyatta National Hospital.

4. We agree to abide by this Tender for a period of 150 days from the date fixed for tender opening in 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated This _____ Day of_____ 2017

[signature

[In the Capacity Of

Duly authorized to sign tender for and on behalf of_____

10.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 - General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No.company Mobile E mail address.....Contact PersonMobile.....

Nature of Business,.....

Registration Certificate No.

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

Name of your bankers Branch.

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) - Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			

4.

5.

Part 2 (c) - Registered Company Private or Public

State the nominal and issued capital of company: Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....

3.....

4.....

5.....

Mandatory

Part 3 (a) - Pursuant to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firmhereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details	Signature
------	-------------	---------------------	-----------

1.....

2.....

3.....

4.....

5.....

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm

.....confirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

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

NB: If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

SignDateStamp.....

SECTION XI A - TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES)

To:
The Chief Executive officer,
Kenyatta National Hospital
P.O Box 20723 - 00202,
Nairobi, Kenya.

WHEREAS (Hereinafter called “the Tenderer”) has submitted its
Tender dated for the supply and delivery to KNH through tender
no.

FOR YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES:-

WE THE UNDERSIGNED, DECLARE THAT:-

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years and 3 months starting fromif we are in breach of our obligations under the tender conditions, because we -
 - a) Have withdrawn our bid during the period of tender validity, or,
 - b) Having been notified of the acceptance of our bid by you during the period of tender validity
 - i. Fail or refuse to sign the contract when required, or
 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon the earlier of either of the following:-
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty eight (28) days after the expiry of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED THIS-----DAY OF 2017.

Yours sincerely,

Name of Tenderer_____

Signature of duly authorized person to sign the Tender

Name and Capacity of duly authorized person to sign the Tender

Stamp or Seal of Tenderer

10.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Hospital) of the one part and [*name of tenderer*] of
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Hospital invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

PERFORMANCE SECURITY FORM

To:

[name of the 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 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 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 or sums within the limits of

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “ the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of

The contract in an amount
Of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...dayof20.....inthematterofTender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....the abovenamedApplicant(s)ofaddress:
Physicaladdress.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement

Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary



**sKENYATTA NATIONAL HOSPITAL
SITE VISIT/ SURVEY CERTIFICATE**

**TENDER NO: KNH/T/35/2017-2018 PROCUREMENT OF GARBAGE AND GENERAL
WASTE SERVICES .**

Bidders Name:.....

Address:

This is to confirm the above noted bidder visited KNH site on-----
at 10.00Am.

Bidder's Representative

Name:..... Sign..... date:.....

KNH Representative:

Name:..... Sign..... date:.....

This is to confirm the above noted bidder visited KNH site
on.....