

ORIGINAL

KENYATTA NATIONAL HOSPITAL



**TENDER DOCUMENT FOR SALE OF PLASTICS, WASTE PAPER AND
CARTONS**

TENDER NO: KNH/T/85/2016-2017

(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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Section A: OPEN NATIONAL TENDER NOTICE

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

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 Stationery (<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 Stationery 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

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 goods, works and 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.

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 5 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 - INSTRUCTION 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.

2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices

2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless wherespecificallyallowed under section 131 of the Act.

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 tender to review the tender document free of charge before purchase.

2.3 The Tender Document

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

- (i) Invitation to tender
- (ii) Instructions to tenderers
- (iii) Schedule of items and price
- (iv) Conditions of Tender
- (v) Form of tender
- (vi) Confidential Business questionnaire Form
- (vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders.

2.4.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

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

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

2.6 Tender Prices and Currencies

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.

2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than fourteen (14) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.

2.7.5 The tender deposit may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
- (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

2.8.1 Tenders shall remain valid for 150 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.8.2 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9 Viewing of Tender Items

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS WHERE IS CONDITION and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and “DO NOT OPEN BEFORE **11/04/2017 at 10.00am.**

2.11 Deadline for Submission of Tenders

2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **11/04/2017 at 10.00am.**

2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications And Withdrawals Of Tenders

2.12.1 Modification of tenders

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

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **11/04/2017** and in the location specified in the invitation to tender.

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

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

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

2.14 Clarification of tenders

2.14.2 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.14.3 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

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

2.16 Award Criteria

2.16.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserves price.

2.17 Notification of Award

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

2.18.1 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.

2.18.2 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.

Appendix to Instructions to tenderers.

The following information for sale of boarded stores and equipment shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever 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	Firms specializing in the sale of Plastics ,Waste Paper and Cartons (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.
	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 Supply Chain Management Office , Room no 6

2.24	Evaluation and Comparison of Tenders	Documentary Evidence in form of copies.
RESPONSIVE	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 <u>Sequentially Serialized</u> 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	
	Tender Securing Declaration form duly completed, signed and stamped	
	Valid Certificate to access government procurement opportunities	
	Valid certificate of waste paper collector/dealer from county Government license for transportation of waste from NEMA	

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

2. Technical Evaluation Criteria			
No	Requirements	Evidence	Remarks
1	seven(7) tons lorry registered as a waste collection vehicle	Ownership Document i.e log book or transfer agreement with copy of the log book and acknowledgement from NTSA or Valid Lease Agreement	70
2	Experience	-At least 3 copies of recommendation letters from previous work done -At least one signed previous contract . (max10 each)	30
<p>3. Financial Evaluation stage</p> <p>1. Ranking of Tenders according to their bid price(s).</p>			

SECTION III - SCHEDULE OF ITEMS AND PRICES

Notes on schedule of Items and Prices

No	Item Description	Unit of Issue	Unit Price	Total Cost	remarks
1	Cartons	kg			
2	Plastic	kg			
3	Waste papers	kg			
Total					

Bidder Name

Signature

Stamp

.....

.....

.....

SPECIFICATION FOR SALE OF PLASTIC, WASTE PAPER AND CARTONS

The following are the specification for the above tender;

1. The company must be registered as a waste paper collector/dealer
2. Should have at least one seven(7) tons lorry registered as a waste collection vehicle
3. The contractor will collect salvage waste from designated collection point(s) at KNH
4. The contractor will be responsible of packaging the waste before loading into the truck.
5. The gross and Net weight will be determined at a registered weighing bridge within Nairobi
6. The cost should be quoted in Kenya shillings (ksh.) per kilogram
7. Payment should be done immediately after ascertaining the Net weight
8. Collection of salvage should be done at least twice a month
9. The contractor should provide proof of delivering waste to recycling plant
10. The contractor to provide idea PPE's for staff handling waste

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 4.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the communication of the contract awards.
- 4.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.
- 4.6 The procuring entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

Appendix to Conditions of Tender

Notes on appendix to Conditions of tender

1. The clauses in the appendix to conditions of tender are intended to assist the procuring entity in procuring specific information in relation to corresponding clauses in the conditions of tender.
2. The Provisions of the appendix complement the conditions of tender included in Section IV. In preparing the appendix, the following aspects should be taken into consideration;
 - (a) information that complement provisions of Section IV to be incorporated
 - (b) Amendments and or supplements to provisions of Section IV, as necessitated by the circumstances of the specific items of sale must also be incorporated.
 - (c) Section IV should remain unchanged and can only be amended through the appendix.

Appendix to conditions of tender

The following information for sale of boarded stores and equipment shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

Conditions of tender reference	<i>Particulars of the appendix to Conditions of tender</i>
4.5	<i>Indicate storage charge</i>

(Complete as necessary)

SECTION V - STANDARD FORMS

Notes on Standard Forms

- 5.1 The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

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 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 120 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 Person Mobile.....

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/Firmconfirm 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

10.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

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 _____

SALE OF PLASTICS, WASTE PAPER AND CARTONS 2017-2018

10.5 PERFORMANCE SECURITY FORM

To
[name of Hospital]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

10.8 LETTER OF NOTIFICATION OF AWARD

Address of Hospital

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

SALE OF PLASTICS, WASTE PAPER AND CARTONS 2017-2018



Telegram: "MEDSUP," Nairobi
Tel.: 2726300-9
Fax: 2725272

KENYATTANATIONAL HOSPITAL
P.O. Box 20723- 00202-KNH
NAIROBI

BANK DETAILS FORM

**INSTITUTION/COMPANY
NAME:**

--

<u>ADDRESS</u>	<u>OFFICIAL STAMP</u>
----------------	-----------------------

(1)

(2)

**AUTHORIZED PERSONS
NAME**

POSITION

TELEPHONE NO.

SIGNATURE

DATE

ACCOUNT NO.:

--

BANK NAME:

	BANK CODE
--	------------------

BRANCH NAME:

	BRANCH CODE
--	--------------------

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORISED SIGNATORY:

1)	2)
-----------	-----------

BANKERS STAMP:

5.15.5 REQUEST FOR REVIEW FORM

FORM RB 1

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...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....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