



CONTRACT FOR DISPOSAL OF USED TYRES

TENDER NO. KPA/084/2020-21/PSM

TENDER DOCUMENT

DECEMBER 2020

LETTER OF INVITATION

Date: December 2020

TENDER REF NO.: KPA/084/2020-21/PSM

TENDER NAME: CONTRACT FOR DISPOSAL OF USED TYRES.

- 1.1 Kenya Ports Authority (herein referred to as the Authority) now invites sealed bids for **CONTRACT FOR DISPOSAL OF USED TYRES.**
- 1.2 Tendering will be conducted through Procurement procedures specified in the *Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Asset Disposal Regulations, 2020.*
- 1.3 The tender document can be viewed and downloaded from the KPA website www.kpa.co.ke at no fee.
- 1.4 Enquiries can be made via email address: tenders@kpa.co.ke
- 1.5 Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the KPA website as they become available.**
- 1.6 **There shall be a Mandatory Pre-bid conference at 1000hrs Tuesday, 5th January 2021. Bidders shall convene at Procurement Conference Room, Kapenguria.**
- 1.7 Tenderers shall be required to deposit of Kshs. 200,000.00 (Kenya Shillings Two Hundred Thousand Only) in form of a Banker's Cheque, payable to Kenya Ports Authority for the tender.
- 1.8 All completed tender documents are to be enclosed in plain sealed envelopes in one (1) original plus **[two - 2 copies]**, properly filled in, and must be delivered to the address below, marked and addressed as follows:

**TENDER NO. KPA/084/2020-21/PSM - DISPOSAL OF USED TYRES
"DO NOT OPEN BEFORE 1000 HOURS ON WEDNESDAY 14TH JANUARY
2021"**

Addressed:

**THE HEAD OF PROCUREMENT & SUPPLIES
KENYA PORTS AUTHORITY
KIPEVU HEADQUARTERS 4TH FLOOR
FINANCE BLOCK III, DOOR BLK-3.4.3
KILINDINI MOMBASA**

Phone: +254 (41) 2113600/ 2113999
E-mail: tenders@kpa.co.ke

Completed tenders shall be placed in Tender Box located at the **BUS TERMINUS, PORT MAIN PEDESTRIAN GATE NO. 8, KILINDINI (DOCKS), MOMBASA BEFORE 10.00 HOURS ON WEDNESDAY 14TH JANUARY 2021**"

Bulky tenders shall be submitted at the office of **Head of Procurement & Supplies located on the 4th floor of office Block III (Finance Block) at the Kenya Ports Authority Headquarters, Kipevu, Kilindini Mombasa BEFORE 10:00 HOURS ON WEDNESDAY 14TH JANUARY 2021**"

- 1.9 Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.10 Tenders will be opened promptly thereafter in the presence of Tenderers' representatives who choose to attend the opening from **1030 HOURS ON WEDNESDAY 14TH JANUARY 2021**" at the Procurement Conference Room located at the **New Service Area (Kapenguria)**, in the former Supplies Accounts office. Late or incomplete tenders will not be accepted.
- 1.11 Canvassing or lobbying for the tender shall lead to automatic disqualification.



Cosmas G. Makori
Ag. HEAD OF PROCUREMENT AND SUPPLIES
For: Ag. MANAGING DIRECTOR



VISION, MISSION, & CORE VALUES

Vision

World class Ports of Choice.

Mission

To provide efficient and competitive port services to facilitate global trade.

Values

Customer Focus: Service excellence is key to our operations and we endeavor to exceed customer expectations.

Integrity: We uphold fairness, honesty, professionalism and transparency in all our undertakings.

Teamwork: We embrace team spirit in all that we do.

Innovation: We are innovative and continuously create value to our customers

Care: We care for our staff, the communities around us and are sensitive to the environment



HEALTH, SAFETY AND ENVIRONMENT POLICY STATEMENT

The Kenya Ports Authority recognizes and appreciates the importance of Health, Safety and Environment in the organization.

The Authority prominently places Health, Safety and Environment matters as important Boardroom Agenda.

To translate this commitment into actions, the Authority shall adopt a health, safety and environment policy that shall ensure: -

1. Compliance with all relevant statutory instruments in all matters of Health, Safety and Environment.
2. Appropriate consideration of relevant international conventions and recommendations.
3. Formulation and compliance with rules, regulations and guidelines on matters of Health, Safety and Environment.
4. All reasonably practicable precautions are taken to safeguard the safety and health of all employees and Port users.
5. Appropriate systems for providing adequate information and instructions to all cadres of employees on risks to their health and safety are in place.
6. That all workplaces and equipment/plant are safe and regularly inspected.
7. All employees and Port Users assume defined responsibilities in matters of health, safety and environment in conformity with this policy.
8. Appropriate training for all employees to enhance their performance is provided.
9. That all Contractors comply with Health, Safety and Environment rules, regulations and guidelines.
10. Adequate provision for prevention and control of fires and proper use of Fire fighting appliances.
11. Adequate provision for prevention and control of environmental pollution.
12. That Environmental Impact Assessment is carried out for all projects likely to have an impact on the environment.
13. Provision and promotion of First Aid services and activities.
14. Contravention of the Health, Safety and Environment Management System attracts severe disciplinary action including dismissal and/or prosecution.
15. Review of the Health, Safety and Environment Management System to conform to changing trends.

(Signed)

Rashid Salim- IEng. IMarEng
Ag. MANAGING DIRECTOR



QUALITY POLICY STATEMENT

Kenya Ports Authority is committed to the facilitation and promotion of global maritime trade through the provision of Port Services that meet our customers' requirements and ensure customer satisfaction. We undertake to ensure that our Quality Objectives are associated with the Quality Policy.

QUALITY OBJECTIVES

- 1. Continually improve service delivery and customer satisfaction.**
- 2. Enhance operational efficiency.**
- 3. Improve productivity of internal resources.**

We are committed to complying with the requirements of the ISO 9001:2015 Quality Management System (QMS) Standard, applicable statutory regulations and aligning our QMS processes with Risk Management. We shall continually improve and effectively implement our QMS processes and capabilities.

Kenya Ports Authority shall ensure that the Quality Objectives associated with this Quality Policy are established at relevant functions and processes within the Organisation. These objectives shall be reviewed for suitability on an annual basis in accordance with the Authority's Performance Management Balance Scorecard and Performance Contract as cascaded to relevant functions.

(Signed)

Rashid Salim- IEng. IMarEng

Ag. MANAGING DIRECTOR

"Committed to facilitate and promote global maritime trade through the provision of Quality Port Services that meet our customers' requirements and satisfaction"

KEBS ISO 9001:2015 Certified Org. No. 087

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. 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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and 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 procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below, and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Insurance Company's Authorization Form
 - (xiii) Declaration Form
 - (xiv) Request for Review Form

- (xv) Details of service/terms of reference
 - (a) General requirements
 - (b) Specific Details of services

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

2.4.1 Clarification of Tender Documents

2.4.2 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the appendix to instructions. 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 the 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 candidates who have received the tender documents.

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 Authority, 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 Authority, 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 Seven (7) days** after the expiry period of the tender validity prescribed by the Authority.
- 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 Authority.**
- (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 a period of 150 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Authority, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Authority as non responsive.
- 2.8.2 In exceptional circumstances, the Authority 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 item, stores/equipment in liaison with the Authority, by making organized site visit arrangement before they bid for each lot/item. This will enable bidders to arrive at the most reasonable and competitive bids. Bids are based on **"AS IS WHERE IS"** condition and other 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 1000 HOURS WEDNESDAY 14TH JANUARY 2021.**

2.11 Deadline for Submission of Tenders

- 2.11.1. Tenders must be received by the Authority at the address specified not later than **1000 HOURS WEDNESDAY 14TH JANUARY 2021.**
- 2.11.2 The Authority 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 Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modification and Withdrawal of Tenders

- 2.12.1 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 Authority prior to the deadline prescribed for submission of tenders.
- 2.12.2 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.
- 2.12.3 No tender may be modified after the deadline for submission of tenders.
- 2.12.4 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 deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

- 2.13.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 2.13.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other

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

2.13.3 The Authority will prepare minutes of the tender opening.

2.14 Clarification of tenders

- 2.14.1 To assist in the examination, evaluation and comparison of tenders the Authority 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.
- 2.14.2 Any effort by the tenderer to influence the Authority in the Authority'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 Authority 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 Authority and may not subsequently be made substantially responsive by the tenderer by correction of the non-conformity.
- 2.15.2 The Authority will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.16 Award Criteria

- 2.16.1 The Authority 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, provided further that the tenderer is determined to be qualified to purchase the items.
- 2.16.2 Where the highest bid priced tender is not awarded the purchase, convincing reasons must be given for each higher bid priced tender that has not been awarded.

2.17 Notification of Award

- 2.17.1 Prior to the expiry period of the tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.17.2 The notification of award will constitute the formation of the Contract subject to the tenderer paying the price of the items.

2.18 Contacting the Authority

- 2.18.1 No tenderer shall contact the Authority 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 Authority 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**

Appendix to Instructions to tenderers

The following information for disposal of oil 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 Reference	<i>Particulars of appendix to Instructions to tenderers</i>
2.1.1	<p>Contract for disposal of used Tyres in the schedule of items is open to tenderers possessing the following:</p> <ol style="list-style-type: none"> i. Certificate of Good Conduct for the Director (s) from CID ii. Certificate of Registration/Incorporation iii. NEMA License to transport hazardous waste iv. Relevant Trade license from the County Government (Mandatory).
2.15.2	<p>The submission shall be in one envelope system- (both technical and financial) and: -</p> <ol style="list-style-type: none"> i. Shall have a table of contents page clearly indicating Sections and Page Numbers (Mandatory). ii. Shall have pages in the whole document numbered in the correct sequence including all appendixes and attachments (Mandatory). iii. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable (Mandatory). iv. Shall be submitted in one original and two copies of the original (Mandatory). v. CR 12 or equivalent showing the names of directors of the company vi. Duly filled, signed and stamped Confidential Business Questionnaire Form - (Mandatory). vii. Duly filled, signed and stamped Declaration Form - (Mandatory). viii. Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge Form - (Mandatory). ix. Single Business Permit (Mandatory). x. Certificate of Registration/Incorporation.

	<ul style="list-style-type: none"> xi. Valid and Current Tax Compliance Certificate from KRA(Mandatory). xii. Commitment letter addressed to the Managing Director of Kenya Ports Authority to observe the Authority's Health and Safety Policy - (Mandatory). xiii. A deposit of Kshs. 200,000.00 (Kenya Shillings Two Hundred Thousand Only) in the form of a Banker's Cheque, payable to Kenya Ports Authority for the tender . xiv. Valid/current NEMA License to transport hazardous waste(Mandatory). xv. Written undertaking that the bidder shall pay and collect the awarded tyre size regardless of the condition. (Mandatory)
2.19	<p>Award shall be to the highest evaluated bidder (with the highest tender price offer).</p> <p>The contract shall be for a period of three (3) years from date of contract signing and collection of the used tyres shall be as and when need arises</p>
2.19.2	Tender shall remain valid for a period 150 Days from the date of tender opening.

SECTION III - SCHEDULE OF DISPOSAL OF USED TYRES

No.	Item description	Location	Unit of Sale	Unit Price per Tyre
1.	Motor Vehicle Tyres	Mombasa/Nairobi/Naivasha/Kisumu	EA	
2.	Forklift Tyres	Mombasa/Nairobi/Naivasha/Kisumu	EA	
3.	Terminal Tractor/Reach Stacker/RMG Tyres	Mombasa/Nairobi/Naivasha/Kisumu	EA	

3.1 Scope of works

The scope of works shall be evacuation of ALL used tyres .The Authority shall collect all used tyres from various sections and put them together in designated areas. The successful tenderer shall be contacted as and when the tyres are available for collection.

The scope applies to -

1. Mombasa (New Services Area -Kapenguria)
2. ICD – Nairobi
3. ICD – Naivasha
4. Kisumu ICD and Port

3.2 Minimum requirement for Disposal of Used Tyres:

- i. Certificate of Good Conduct for the Director(s) from CID (**Mandatory**)
- ii. (**Mandatory**)
- iii. NEMA license to transport Hazardous waste (**Mandatory**)
- iv. Evidence of having attended the pre-bid Site meeting (**mandatory**)

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 The Authority shall reserve the right to award part or in whole. Award shall be to the highest bidder.
- 4.3 A tenderer will be required to submit as part of the Tender submission, a refundable deposit in the form of Bankers Cheque payable to Kenya Ports Authority for each item tendered for as indicated in the schedule of items and prices.
- 4.4 Tenderers who will be awarded contracts will be required to pay for the items within 7 days failure to which the contract award will be cancelled and the deposit forfeited.
- 4.5 Tenderers who will not be awarded contracts will be refunded the deposits within seven (7) days of the communication of the contract awards.
- 4.6 The Authority shall notify the successful tenderer to pay for and collect used tyres within 30 days as and when they become available , failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.
- 4.7 The Authority will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Authority.
- 4.8 The awarded firm shall be required to observe the Authority's Health and Safety Policy. Failure to which shall lead to cancellation of the award.
- 4.9 The awarded Firm shall safeguard the Authority from any loss. Any loss or damage shall be borne by the awarded firm. The successful bidder must provide a relevant insurance cover before commencing the work more specifically for the cutting/dismantling of the cranes where applicable.

SECTION V - STANDARD FORMS

Notes on Standard Forms

- 5.0** The form of tender, the confidential business questionnaire, the declaration form, the anti-corruption declaration commitment/pledge form and the tender deposit commitment declaration form **must be filled, signed and stamped by the tenderers and returned with the tender.** Failure to complete any of these forms will lead to the disqualification of the tenderer.

5.1 Confidential Business Questionnaire Form (Mandatory)

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

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

<p>Part 1 – General</p> <p>Business Name</p> <p>Location of business Premises</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel. No.</p> <p>Nature of business</p> <p>Current Single Business Permit No.</p> <p>Expiring date</p> <p>Maximum value of business which you can handle at any one time Kshs</p> <p>Name of your bankers..... Branch</p> <p>Name of Account Holder.....</p> <p>Account Number.....</p> <p>Swift Code.....</p> <p>Branch Code.....</p> <p>Bank Code.....</p> <p>Part 2 (a) – Sole Proprietor/ Individual</p>

Your Name in full Age

Nationality Country of origin.....

Citizenship details

NOTE: The bank details must be properly provided as it will facilitate expeditious refund of the deposit should the bid be unsuccessful

**5.2 ANTI-CORRUPTION DECLARATION COMMITMENT/PLEDGE FORM
(Mandatory)**

(Sections 62, 65 & 66 of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized

Signature.....

Name and Title of Signatory.....

Official Seal/ Stamp

5.3 DECLARATION FORM (Mandatory)

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ Declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

5.4 TENDER DEPOSIT COMMITMENT DECLARATION FORM (Mandatory)

TENDER NO. KPA/084/2020-21/PSM – CONTRACT FOR DISPOSAL OF USED TYRES.

SCHEDULE OF BOARDED ITEMS

As indicated in the schedule of items and prices, I/we do confirm that I/we have put deposits for the items tendered for as supported by the attached Bankers Cheques (attach original Bankers Cheque addressed to Kenya Ports Authority) as follows:

No.	Item description	Location	Unit of Sale	Unit Price per Tyre
1.	Motor Vehicle Tyres	Mombasa/Nairobi/Naivasha/Kisumu	EA	
2.	Forklift Tyres	Mombasa/Nairobi/Naivasha/Kisumu	EA	
3.	Terminal Tractor/Reach Stacker/RMG Tyres	Mombasa/Nairobi/Naivasha/Kisumu	EA	

Authorizing Official _____

(Name)

(Signature)

(Date) _____

Official Seal/Stamp.....

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 of20.....

SIGNED
Board Secretary

