

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO. 116/2025 FILED ON 22ND DECEMBER 2025

BETWEEN
BROOKLYN CLEANING SERVICES LIMITEDAPPLICANT
AND
THE ACCOUNTING OFFICER,
COUNTY GOVERNMENT OF NYERI.....1ST RESPONDENT
COUNTY GOVERNMENT OF NYERI.....2ND RESPONDENT
TENDAI EXPRESS LTD1ST INTERESTED PARTY
GARDENS & WEDDINGS CENTRE LTD.....2ND INTERESTED PARTY

Review against the decision of the Accounting Officer, County Government of Nyeri in relation to Tender No. CGN/HEALTH/03/2025-2026 provision of cleaning services for County Hospitals Lot 1: Nyeri County Referral Hospital and Mt. Kenya Sub-County Hospital and Lot 2: Naromoru Level IV Hospital, Othaya Sub-County Hospital and Ihururu Treatment and Rehabilitation Hospital.

BOARD MEMBERS PRESENT

- | | | |
|----------------------------------|---|-------------|
| 1. Mr. George Murugu FCIArB & IP | - | Chairperson |
| 2. Mr. Robert Chelagat | - | Member |
| 3. Mr. Joshua Kiptoo | - | Member |



IN ATTENDANCE

1. Mr. Abdallah Issa - Holding Brief for Board Secretary

PRESENT BY INVITATION

APPLICANT **BROOKLYN CLEANING SERVICES LIMITED**

Mr. Wanyonyi Advocate, A.E Kiprono & Associates

RESPONDENTS **THE ACCOUNTING OFFICER,
COUNTY GOVERNMENT OF NYERI,
COUNTY GOVERNMENT OF NYERI,**

Ms. Kimunyo Advocate, County Government of Nyeri

Mr. Daniel Irungu Advocate, County Government of Nyeri

1ST INTERESTED PARTY **TENDAI EXPRESS LTD**

Mr. Okullo Advocate, ANO Advocates LLP

2ND INTERESTED PARTY **GARDENS & WEDDINGS CENTRE LTD**

Mr. Karugu Mbugua Advocate, Karugu Mbugua & Company Advocates



BACKGROUND OF THE DECISION

The Tendering Process

1. The County Government of Nyeri (hereinafter referred to as “the Procuring Entity”) invited eligible tenderers to submit tenders for Tender No. CGN/HEALTH/03/2025-2026 for provision of cleaning services for County Hospitals Lot 1: Nyeri County Referral Hospital and Mt. Kenya Sub-County Hospital and Lot 2: Naromoru Level IV Hospital, Othaya Sub-County Hospital and Ihururu Treatment and Rehabilitation Hospital (hereinafter referred to as “the subject tender”). The subject tender was advertised in Standard newspaper of 11th November 2025, wherein prospective bidders were directed to download the tender documents from the Procuring Entity’s website (www.nyeri.go.ke) or the Public Procurement Information Portal (www.tenders.go.ke). The tender closing and opening dates were scheduled for 21st November 2025.

Submission of Bids and Tender Opening

2. According to the Tender Opening Minutes dated 21st November 2025, submitted as part of the confidential documents, a total of five (5) tenders were received in response to Lot 1 while four (4) bids were received in response to Lot 2 of the subject tender. The tenders were recorded as follows:



Lot 1

| S/NO | BIDDERS FIRM NAME | POSTAL ADDRESS | AMOUNT QUOTED | NO. OF TENDER PAGES |
|------|--------------------------------------|---------------------------------|---------------|---------------------|
| B1 | LIMAH E.A LIMITED | P.O Box 36075-00200 NAIROBI | 20,130,511 | 437 |
| B2 | ICE CLEAN CARE GROUP COMPANY LIMITED | P.O Box 14399-00800 NAIROBI | 18,939,045.96 | 861 |
| B3 | TENDAI EXPRESS LIMITED | P.O Box 49113-00100 NAIROBI | 19,514,474.80 | 345 |
| B4 | GARDENS & WEDDINGS CENTRE LIMITED | P.O Box 3921-00100 | 19,522,809.77 | 586 |
| B5 | BROOKLYN CLEANING SERVICES LIMITED | P.O Box 101451-00100 NAIROBI | 19,621,440 | 765 |

Lot 2

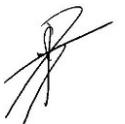
| S/NO | BIDDERS FIRM NAME | POSTAL ADDRESS | AMOUNT QUOTED (PER YEAR) | BID BOND | NO. OF TENDER PAGES |
|------|--------------------------------------|---------------------------------|--------------------------|------------------------|---------------------|
| B1 | DID NOT BID FOR LOT 2 | | | | |
| B2 | ICE CLEAN CARE GROUP COMPANY LIMITED | P.O Box 14399-00800 NAIROBI | 6,157,978.53 | 220,800 Sidian Bank | 861 |
| B3 | TENDAI EXPRESS LIMITED | P.O Box 49113-00100 NAIROBI | 6,952,015.49 | 220,800 SMEP Bank | 345 |
| B4 | GARDENS & WEDDINGS CENTRE LIMITED | P.O Box 3921-00100 | 6,892,453.40 | 220,800 AMACO | 586 |
| B5 | BROOKLYN CLEANING SERVICES LIMITED | P.O Box 101451-00100 NAIROBI | 7,387,200 | 220,800 AMACO | 765 |

Evaluation of Tenders

3. According to the Evaluation Report dated 24th November 2025 (hereinafter referred to as "the Evaluation Report"), the Tender Evaluation Committee (hereinafter referred to as "the Evaluation Committee") convened to evaluate the tenders submitted. The evaluation process was undertaken in three stages, as set out below:
 - i. Preliminary Evaluation;
 - ii. Technical Evaluation
 - iii. Financial Evaluation.

Preliminary Evaluation

4. At the Preliminary Evaluation stage, the Evaluation Committee was required to assess the tenders against the criteria titled "Mandatory Preliminary Requirements" appearing at page 23 of the blank Tender Document. Any tender that failed to satisfy any of the mandatory requirements at this stage was to be declared non-responsive.
5. Upon conclusion of the preliminary evaluation stage, four tenders including those submitted by the applicant and the 1st interested party were found to be responsive and accordingly proceeded to the technical evaluation stage while one tender was found to be nonresponsive in the 1st Lot. In the second Lot, all the four bids were



found to be responsive and were progressed to the technical evaluation.

Technical Evaluation

6. At the Technical Evaluation stage, the Evaluation Committee assessed the tenders for compliance with the technical requirements outlined at pages 29 to 30 of the blank Tender Document. To qualify for progression to the Financial Evaluation stage, a tender was required to attain a minimum technical score of seventy percent (70%).
7. Upon conclusion of the Technical Evaluation stage, all tenders in the 1st Lot attained scores exceeding the minimum required technical score of seventy percent (70%). Accordingly, all the tenders were advanced to the Financial Evaluation stage. In the 2nd Lot one bid failed attain the minimum required technical score while three bids including the applicant's and that of the 2nd interested party exceeded the minimum technical score of 70% and were subsequently progressed to Financial Evaluation stage.

Financial Evaluation

8. At the Financial Evaluation stage, the Evaluation Committee was required to assess the tenders in accordance with the criteria set out at page 31 of the Tender Document, which included comparing bids



on the basis of unit prices quoted and the market price to determine the lowest evaluated bidder.

Upon conclusion of the Financial Evaluation, the Evaluation Committee presented the results as follows;

Lot 1

| S/N | BIDDER'S FIRM NAME | AMOUNT QUOTED (Kshs.) | No. of cleaners | Cleaner per month |
|-----|---------------------------------------|-----------------------|-----------------|-------------------|
| 1. | B1 Limah E.A Limited | 20,130,511 | 72 | 23,299.20 |
| 2. | B3 Tendai Express Limited | 19,514,474.80 | 72 | 22,586.20 |
| 3. | B4 Gardens & Weddings Centre Limited | 19,522,809.77 | 72 | 22,595.84 |
| 4. | B5 Brooklyn Cleaning Services Limited | 19,621,440 | 72 | 22,710.00 |

Lot 2

| S/N | Bidder's Firm Name | Amount Quoted (Kshs.) | No. of cleaners | Estimated wage per cleaner per month |
|-----|---------------------------------------|-----------------------|-----------------|--------------------------------------|
| 1. | B3 Tendai Express Limited | 6,952,015.49 | 38 | 15,245.65 |
| 2. | B4 Gardens & Weddings Centre Limited | 6,892,453.40 | 38 | 15,115.03 |
| 3. | B5 Brooklyn Cleaning Services Limited | 7,387,200 | 38 | 16,200.00 |

Evaluation Committee's Recommendation

Professional Opinion

9. In a Professional Opinion dated 5th December 2025 (hereinafter referred to as "the Professional Opinion"), the Procuring Entity's Director, Supply Chain Management, Mr. Patrick Gitobu, reviewed the procurement process, including the evaluation of the tenders, and agreed with the Evaluation Committee's recommendations to award the subject tender Lot 1 to the 1st Interested Party and Lot 2 to the 2nd Interested Party. The Professional Opinion was subsequently approved by the 1st Respondent, Mr. Ibrahim Adan, on 8th December 2025.

Notification of Award

10. The tenderers were notified of the outcome of the evaluation for the subject tender through letters dated 9th December 2025.

REQUEST FOR REVIEW

11. On 22nd December 2025, the Applicant filed a Request for Review dated 19th December 2025, accompanied by a Supporting Affidavit sworn on 19th December 2025 by Abdikadir Dahir, the Applicant's Director



(hereinafter collectively referred to as “the Request for Review”), seeking the following orders:

- a) An order annulling and setting aside the Respondent’s letter to the Applicant dated 9th December 2025.**
 - b) An order annulling and setting aside the award of the Tender to the Interested Parties.**
 - c) A declaration that the Applicant’s tender sums of Kshs.19,621,440/- and Kshs.7,387,200/- for Lots 1 and 2 respectively were the lowest evaluated prices.**
 - d) In the alternative, the Review Board be pleased to nullify the tender and direct the Respondents to retender afresh.**
 - e) Costs of the request for review be granted to the Applicant.**
 - f) Any other relief that the Review Board deems fit to grant under the circumstances.**
12. In a Notification of Appeal and a letter dated 22nd December 2025, Mr. Philemon Kiprop, the Board Secretary notified the Respondents of the filing of the instant Request for Review and the suspension of the procurement proceedings for the subject tender, while forwarding to the Respondents a copy of the Request for Review together with the Board’s Circular No. 02/2020 dated 24th March 2020. Further, the Respondents were requested to submit a response to the instant



Request for Review together with confidential documents concerning the subject tender within five days from 22nd December 2025.

13. On 29th December 2025, the Respondents filed their Memorandum of Response dated 24th December 2025. On the same date, the Respondents also submitted the confidential documents to the Board in compliance with section 67(3)(e) of the Act.
14. On 29th December 2025, the Board Secretary issued a Hearing Notice dated the same day to the parties, notifying them that the hearing of the Request for Review would be held virtually on 6th January 2026 at 11:00 a.m. via the provided link.
15. On 29th December 2025, the 1st Interested Party, through the firm of ANO Advocates LLP, filed a Notice of Appointment dated 24th December 2025. On the same day, the Interested Party also filed Replying Affidavit and Written Submissions both dated 24th December 2025.
16. Further on 29th December 2025, the 2nd Interested Party through the firm of Karugu Mbugua & Company filed a Notice of Appointment dated the same date.
17. On 5th January 2026, the Applicant through the firm of A.E Kiprono & Associates filed a notice of Appointment dated the same date.



18. On 6th January 2026, the 2nd Interested Party filed Written Submissions dated 5th January 2026.
19. On 7th January 2026, the scheduled hearing date, the hearing could not proceed due to unavoidable circumstances and was therefore rescheduled to 8th January 2026 at 11:00 a.m. to allow parties to serve each other with documents that they had filed with the Board.
20. On 8th January 2026, the Applicant filled their Submissions dated 7th January 2025.
21. When the Board convened for hearing on 8th January 2025, the respective Advocates appeared for the parties. The Board read out the filed documents, which the Advocates confirmed had been duly served upon each other. The Board thereafter allocated time for the Advocates to highlight their respective submissions.

PARTIES' SUBMISSIONS

Applicant's Submissions

22. Counsel for the Applicant submitted that through a letter dated 9th December 2025, received by the Applicant on 17th December 2025, the 1st Respondent informed the Applicant that its bids for Lots 1 and



2 were unsuccessful on the ground that the Applicant was ranked third at the financial evaluation stage.

23. It was submitted that the said decision was a nullity for being in breach of Sections 80(3) and 86(1)(a) of the Public Procurement and Asset Disposal Act, 2015, as read together with Regulation 77 of the Public Procurement and Asset Disposal Regulations, 2020.
24. Counsel contended that in declaring the Applicant unsuccessful at the financial evaluation stage, the 1st Respondent applied an evaluation criteria not provided for in the tender document, contrary to Sections 80(2) and 80(3) of the Act, Regulation 30(a) of the Regulations, and Clauses 35.1 and 36.1 of the tender documents.
25. It was further submitted that in awarding the tender to the Interested Parties, the Respondents failed to properly satisfy themselves that the Interested Parties had the capacity to supply cleaning materials and tools as required under criterion number 8 of the technical evaluation criteria. Counsel argued that the requirement to attach two current purchase orders did not objectively demonstrate the bidders' capacity to supply the requisite materials and tools within the meaning of Section 80(3) of the Act.
26. Counsel submitted that the award of the tender to the Interested Parties at tender sums that appeared lower than those submitted by the Applicant, while ignoring the mandatory costs of cleaning materials



and tools which were not incorporated in the Interested Parties' bids, was contrary to Articles 201(d) and 232(1)(b) and (e) of the Constitution of Kenya.

27. It was contended that this selective approach to financial evaluation created a false impression of the economical use of public funds and undermined the principles of transparency, fairness, and competition in public procurement.
28. Counsel further submitted that the tender process was in contravention of Sections 96 and 98 of the Act because, although the invitation to tender indicated that the tender was advertised on 11th November 2025, the tender documents were only uploaded onto the Public Procurement Information Portal on 17th November 2025.
29. It was argued that the tender closed on 21st November 2025, thereby affording bidders less than the mandatory minimum period of seven (7) days to prepare and submit their bids, in violation of Section 97 of the Act as read together with Regulation 86 of the Regulations.
30. Counsel submitted that the Respondents' failure to ensure timely upload of the tender documents and to diligently evaluate bids in accordance with the prescribed criteria was contrary to Section 46(4)(e) of the Act, which obligates procuring entities to adopt procurement processes that comply with Article 227(1) of the Constitution.



31. It was further submitted that the 1st Respondent breached Section 44(1) of the Act by failing to ensure that the 2nd Respondent complied with the provisions of the Act, particularly Sections 46(4)(e), 80(2) and (3), 86(1)(a), 96, 97, and 98 of the Act, as well as Articles 201(d), 227(1), and 232(1)(b) and (e) of the Constitution.
32. Counsel concluded that as a result of the Respondents' breaches of the Constitution, the Act, and the Regulations, the Applicant was subjected to an erroneous, unfair, irrational, and subjective evaluation, thereby being denied a legitimate opportunity and expectation to secure the award of the tender.
33. Accordingly, it was urged that the Request for Review be allowed, the decision declaring the Applicant unsuccessful and the award to the Interested Parties be set aside, or in the alternative, that the tender be nullified and the Respondents directed to commence the procurement afresh.

Respondents' Submissions

34. Counsel for the Respondents submitted that the 2nd Respondent, established under Article 176 of the Constitution, undertook the subject procurement through its Supply Chain Management Directorate in strict adherence to the Constitution, the Act, and the Public Procurement and Asset Disposal Regulations, 2020.



35. Counsel stated that the tender for provision of cleaning services for County hospitals under Tender No. CGN/HEALTH/03/2025–26 was advertised and published on 11th November 2025 through a local daily newspaper of nationwide circulation, the 2nd Respondent’s website, and the Public Procurement Information Portal (PPIP).
36. He averred that evidence of the publication date was annexed to the Respondents’ Memorandum of Response, including a screenshot from the PPIP clearly indicating the publication date as 11th November 2025.
37. Counsel submitted that the tender closed on 21st November 2025, ten (10) days after publication, thereby affording bidders sufficient time to prepare and submit their bids in compliance with Regulation 86 of the Public Procurement and Asset Disposal Regulations, 2020.
38. It was contended that the Applicant’s assertion that the tender was uploaded late was factually incorrect and unsupported in light of the documentary evidence on record.
39. Counsel further submitted that, in any event, the Applicant did not seek any clarification from the Procuring Entity prior to submission of its bid, despite the tender document and the law expressly providing an avenue for such clarification.



40. Counsel submitted that upon tender opening on 21st November 2025, the bids were read out and recorded in the tender opening register in compliance with Section 78(6) of the Act.
41. It was stated that the Applicant quoted Kshs. 19,621,440 for Lot 1 and Kshs. 7,387,200 for Lot 2, while the 1st Interested Party quoted Kshs. 19,514,474.80 for Lot 1 and the 2nd Interested Party quoted Kshs. 6,892,453.40 for Lot 2.
42. Counsel averred that an Evaluation Committee was duly appointed and evaluated the bids strictly in accordance with the tender document using objective criteria as required under Section 80 of the Act.
43. It was submitted that at the technical evaluation stage, proof of capacity to provide cleaning services was considered, and that such proof was not designated as a mandatory requirement capable of disqualifying a bidder.
44. Counsel stated that for Lot 1, only one bidder was disqualified at the preliminary stage, while the remaining bidders proceeded to financial evaluation, where the 1st Interested Party emerged as the lowest evaluated bidder and the Applicant ranked third.
45. Similarly, it was submitted that for Lot 2, after technical evaluation, the 2nd Interested Party emerged as the lowest evaluated bidder, while the Applicant ranked highest at the financial evaluation stage.



46. Counsel submitted that in compliance with Section 86(1)(a) of the Act, the tender for each lot was awarded to the bidder with the lowest evaluated price, and notifications of award were issued on 9th December 2025.
47. In response to the Applicant's allegation that the Interested Parties failed to include mandatory costs for cleaning materials and tools, counsel submitted that the Respondents were strangers to that assertion.
48. It was averred that the tender sums quoted by the Interested Parties were all-inclusive and binding upon award, and that the Procuring Entity was not required under the law to interrogate bidders' internal costing structures, overheads, or profit margins.
49. Counsel submitted that the Procuring Entity's obligation under Section 86 of the Act is limited to identifying and awarding the tender to the lowest evaluated responsive bidder so as to achieve value for money.
50. It was contended that granting the Applicant's prayer for a declaration that its tender sums were the lowest evaluated would be misleading, as the evaluation was lawfully conducted and the Interested Parties were correctly identified as the lowest evaluated bidders.

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51. Counsel submitted that due diligence was conducted in accordance with Section 83 of the Act and confirmed the satisfactory performance and capacity of the successful bidders.
52. It was stated that the Evaluation Committee and due diligence reports were reviewed by the Head of Procurement in line with Regulation 78(2) of the Regulations, following which a professional opinion recommending award was prepared and approved by the Accounting Officer on 5th December 2025.
53. Counsel averred that the outcome of the tender process was communicated to all bidders vide letters dated 9th December 2025, which were duly dispatched as evidenced by EMS receipts annexed to the Respondents' response.
54. Counsel submitted that the procurement process was conducted in strict compliance with the Constitution, the Act, and the Regulations, and that no illegality, procedural impropriety, or unfairness had been demonstrated by the Applicant.
55. Accordingly, it was urged that the Request for Review be dismissed with costs and that the Respondents be allowed to proceed with the signing of contracts with the Interested Parties owing to the urgency and critical nature of cleaning services in County hospitals.

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1st Interested Party's Submissions

56. The 1st Interested Party, M/s Tendai Express Limited, submitted that it is opposed to the Request for Review dated 19th December 2025 and relied on the Replying Affidavit sworn by Charles Mwangi Kibe in support of its position.
57. It was submitted that the impugned procurement process was conducted openly, competitively, transparently, and strictly in compliance with Article 227 of the Constitution, the Public Procurement and Asset Disposal Act, 2015 (PPADA), the Public Procurement and Asset Disposal Regulations, 2020, and the Tender Document.
58. The 1st Interested Party contended that the Request for Review was not anchored on any demonstrable illegality or breach of the law, but was instead borne out of the Applicant's dissatisfaction with an unsuccessful outcome.
59. It was further submitted that the concerns allegedly raised by the Applicant on 24th November 2025 were anonymous and belated, and were not raised in good faith to safeguard the integrity of the procurement process, but as an afterthought intended to advance the Applicant's private commercial interests.



60. The Board was therefore invited to determine whether a lawful procurement process, undertaken in compliance with mandatory statutory requirements, could be disturbed merely because a bidder did not emerge successful. The 1st Interested Party submitted that the law answers this question in the negative.
61. On jurisdiction and burden of proof, the 1st Interested Party submitted that the Board's mandate under Section 167(1) of the PPADA is triggered only where an applicant demonstrates a breach of duty imposed on a procuring entity by the Act, the Regulations, or the Tender Document.
62. It was submitted that the Board's jurisdiction is supervisory and corrective, not evaluative or substitutive, and reliance was placed on **Republic v Public Procurement Administrative Review Board & Another ex parte SGS Kenya Limited [2018] eKLR**, where the High Court held that the Board's role is to interrogate the legality and procedural propriety of the procurement process and not to sit as an evaluation committee or to re-score bids.
63. The 1st Interested Party contended that the Applicant had failed to demonstrate any violation of the law, departure from the tender document, or breach of constitutional principles, and had therefore not met the threshold for intervention by the Board.



64. On constitutional compliance, it was submitted that Article 227(1) of the Constitution requires procurement systems to be fair, equitable, transparent, competitive, and cost-effective, and that the evidence on record demonstrated compliance with each of these principles.
65. It was submitted that all bidders were subjected to uniform eligibility, technical, and financial criteria; the tender was publicly advertised; bids were publicly opened; notifications of award were issued; and the award was made to the most responsive and competitively priced bidder.
66. Reliance was placed on **Judicial Service Commission v Mbalu Mutava & Another [2015] eKLR** for the proposition that Article 227 is satisfied where the process is lawful, rational, and procedurally fair, even if some bidders are dissatisfied with the outcome.
67. On the allegation of an inadequate tender period, the 1st Interested Party submitted that Section 96(2) of the PPADA, read together with Regulation 47 of the 2020 Regulations, requires open tenders to be advertised for not less than seven (7) days.
68. It was submitted that the tender was advertised on 11th November 2025 and closed on 21st November 2025, thereby affording bidders ten (10) days, which exceeded the statutory minimum. The 1st Interested Party relied on **PPARB Review No. 62 of 2021, Intex Construction Limited**, where the Board held that once the statutory minimum tender



period is met, allegations of inadequate preparation time cannot stand in law.

69. It was therefore submitted that the Applicant's claim on this issue was factually incorrect and legally unsustainable. On evaluation, the 1st Interested Party submitted that Section 80(2) of the PPADA mandates evaluation strictly in accordance with the criteria set out in the tender document, and that this requirement was fully complied with.
70. It was contended that mandatory requirements were uniformly applied, technical evaluation followed disclosed parameters, and financial evaluation was conducted only after responsiveness had been established. Reliance was placed on **PPARB Review No. 83 of 2020, Selex Sistemi Integrati SPA**, where the Board held that where evaluation is conducted strictly in accordance with the tender document, the Board has no basis to interfere merely because another bidder disagrees with the outcome.
71. The 1st Interested Party submitted that the Applicant had not identified any specific clause of the tender document that was breached. On pricing and cost-effectiveness, it was submitted that under Sections 79 and 86 of the PPADA, only responsive bids proceed to financial evaluation and the lowest evaluated responsive bidder must be preferred.



72. It was stated that the 1st Interested Party submitted a responsive bid of Kshs. 19,514,474.80 for Lot 1, while the Applicant quoted Kshs. 19,621,440.00, making the Applicant's bid higher. It was submitted that cost-effectiveness is not optional but constitutionally mandated, and the Applicant cannot lawfully complain about losing to a lower responsive bid.
73. The 1st Interested Party submitted that review proceedings are adversarial in nature and that the burden of proof lies with the Applicant, who must support allegations with evidence rather than speculation.
74. In conclusion, the 1st Interested Party submitted that the Applicant had failed to demonstrate any breach of Article 227 of the Constitution, the PPADA, the Regulations, or the Tender Document, and urged the Board to dismiss the Request for Review, uphold the award of Lot 1 to M/S Tendai Express Limited, and award costs to the 1st Interested Party.

2nd Interested Party's Submissions

75. The 2nd Interested Party associated itself fully with the submissions of the Procuring Entity and those of the 1st Interested Party, and made brief additional submissions in opposition to the Request for Review.
76. It was submitted that the procurement process, as demonstrated by the Procuring Entity, was conducted above board and in total



compliance with the tender document and the provisions of the Public Procurement and Asset Disposal Act, 2015. No single breach of the Act, the Regulations, or the tender document had been demonstrated or proved by the Applicant.

77. On evaluation and award, the 2nd Interested Party submitted that the Procuring Entity clearly demonstrated that the financial evaluation was conducted strictly in accordance with Section 86 of the Act, and that the awards to both the 1st and 2nd Interested Parties were made on the basis that they were the lowest evaluated responsive bidders for their respective lots.
78. The 2nd Interested Party further submitted that the Applicant's attempt to introduce the issue of unit costs and the cost of cleaning materials amounted to the introduction of an alien evaluation criterion that was not provided for in the tender document.
79. It was contended that allowing such an argument would offend Section 80(2) of the Act, which requires evaluation to be conducted strictly in accordance with the criteria set out in the tender document. The Applicant was improperly seeking to introduce a new criterion after the conclusion of a lawful procurement process.
80. The 2nd Interested Party submitted that had the Procuring Entity intended to evaluate the cost, type, or originality of cleaning materials



separately, nothing would have been easier than expressly including such requirements in the tender document to ensure fairness and uniformity. The absence of such criteria meant that the issue could not lawfully be raised post-award.

81. On the issue of publication on the PPIP portal, the 2nd Interested Party submitted that even assuming, purely for argument's sake, that approval occurred on 17th November 2025, the Applicant suffered no prejudice whatsoever.
82. It was submitted that the Applicant was able to prepare and submit its bid within time, and indeed participated fully in the procurement process, a fact which the Applicant itself admitted. Consequently, no prejudice was demonstrated.
83. The 2nd Interested Party further submitted that if any bidder had been aggrieved by the timing of the upload on the PPIP portal, the law provided an avenue to challenge the same within the statutory timelines. Any such complaint would in any event fall outside the fourteen (14) day window prescribed under Section 167 of the Act and would therefore be outside the Board's jurisdiction.
84. In conclusion, the 2nd Interested Party submitted that the Procuring Entity conducted the procurement process strictly in accordance with the tender document and the Act, that no illegality or procedural



impropriety had been established, and that the Request for Review was devoid of merit.

85. The Board was urged to dismiss the Request for Review in its entirety and award costs to the Procuring Entity and the Interested Parties.

Applicant's Rejoinder

86. In brief rejoinder, the Applicant addressed the issue of jurisdiction raised by the Respondents and the Interested Parties under Section 167(1) of the Public Procurement and Asset Disposal Act, 2015.
87. The Applicant submitted that it stood to suffer loss and damage should the procurement process be allowed to proceed, and contended that such loss was equivalent to the value of the tender sum.
88. Upon being prompted by the Board, the Applicant conceded that the alleged loss or damage was not expressly pleaded in the Request for Review, the supporting affidavit, or the supporting statement, but stated that the issue had been raised in submissions.
89. The Applicant further sought to respond to the Respondents' submission that no clarification had been sought prior to the submission of bids.



90. It was submitted that the Applicant had sent an email seeking clarification, which was annexed to the pleadings and marked as "AD-4".
91. Upon clarification by the Board, it was confirmed that the email dated 24th November 2025 was not addressed to the Board but to the Procuring Entity, and that the same was sent anonymously under the name "Patrick Wire".
92. The Applicant maintained that the said email demonstrated that clarification had been sought, notwithstanding its anonymous nature and the fact that it was sent after the publication of the tender.

BOARD'S DECISION

93. The Board has considered each of the parties' cases, documents, pleadings, written submissions, authorities together with confidential documents submitted to the Board by the 1st Respondent pursuant to Section 67(3)(e) of the Act and finds the issues that arise for determination are:

A. Whether the Board has jurisdiction to hear and determine the instant Request for Review



In determining the first issue, the Board will make a determination on the following sub-issue:

a) Whether the Request for Review was filed outside the timeline under section 167 (1) of the Act.

Depending on the finding of the above sub-issue:

b) Whether the Applicant pleaded and demonstrated loss or damage as required under Section 167(1) of the Act,

B. Whether the subsequent evaluation and award to the Interested parties of the subject tender complied with Sections 80(2) and (3) and 86(1)(a) of the Act

C. What appropriate orders should issue in the circumstances.

Whether the Board has jurisdiction to determine the instant Request for Review.

94. The Board is mindful of the well-established legal principle that courts and decision-making bodies may only adjudicate matters that fall within their jurisdiction. Where a question of jurisdiction arises, it must



be addressed as a threshold issue before any further proceedings can be undertaken.

95. As a fundamental principle, whenever the issue of jurisdiction is raised before a court or decision-making body—whether by a party or by the Board on its own motion, as is the case in the instant matter—it must be determined as a priority before any other issues are considered. Jurisdiction is the cornerstone of adjudication, and in its absence, a court or tribunal lacks the legal authority to proceed any further.
96. In **Kenya Hotel Properties Limited v Attorney General & 5 others (Petition 16 of 2020) [2022] KESC 62 (KLR) (Civ) (7 October 2022)**, the Supreme Court reaffirmed that jurisdiction is the cornerstone of any judicial or quasi-judicial process. Where a question of jurisdiction is raised, it must be addressed and resolved at the earliest stage of the proceedings.

On our part, and this is trite law, jurisdiction is everything as it denotes the authority or power to hear and determine judicial disputes. It was this court’s finding in In [R v Karisa Chengo](#) [2017] eKLR, that jurisdiction is that which grants a court authority to decide matters by holding;



“By jurisdiction is meant the authority which a court has to decide matters that are litigated before it or take cognizance of matters presented in a formal way for its decision. The limits of this authority are imposed by the statute, charter or commission under which the court is constituted, and may be extended or restricted by like means. If no restriction or limit is imposed, the jurisdiction is said to be unlimited. A limitation may be either as to the kind and nature of the actions and matters of which the particular court has cognizance or as to the area over which the jurisdiction shall extend, or it may partake both these characteristics...where a court takes upon itself to exercise a jurisdiction which it does not possess, its decision amounts to nothing. Jurisdiction must be acquired before judgment is given.”

97. The Board is a creature of statute, established under Section 27(1) of the Act, which provides:

(1) There shall be a central independent procurement appeals review board to be known as the Public Procurement Administrative Review Board as an unincorporated Board.



98. Section 28 of the Act outlines the functions of the Board as follows:

The functions of the Review Board shall be – reviewing, hearing and determining tendering and asset disposal disputes; and to perform any other function conferred to the Review Board by this Act, Regulations or any other written law.

99. The jurisdiction of this Board is anchored under Part XV of the Act, which governs administrative review of procurement and disposal proceedings. In particular, Section 167 of the Act delineates the matters that may be brought before the Board, those that are excluded from its purview, and the timelines within which such matters must be filed. Sections 172 and 173 of the Act, on the other hand, prescribe the powers exercisable by the Board in the conduct and determination of such proceedings.

100. In light of the foregoing, the Board is duty-bound to examine its jurisdiction by determining whether the Request for Review was filed within the prescribed statutory timeline and whether the Applicant has the requisite locus standi.



Whether the Request for Review was filed outside the timeline under section 167 (1) of the Act.

101. The 2nd Interested Party alluded that the Request for Review was time-barred, having been filed outside the statutory fourteen-day period prescribed under Section 167(1) of the Act since the Applicant is challenging matters that happened during the pre-bid process. He stated that if any bidder had been aggrieved by the timing of the upload on the PPIP portal, the law provided an avenue to challenge the same within the statutory timelines. The Board in follow up sought clarification from the Applicant on the basis of Section 167(1) of the Public Procurement and Asset Disposal Act, 2015, specifically whether the Board has jurisdiction to entertain a Request for Review at this stage of the procurement process, after bids had been submitted, evaluated, and notifications issued.
102. The Board observed that the Applicant's grievance primarily relates to the tender requirements and the timing of the tender publication. Specifically, the Applicant contends that the tender was uploaded onto the Public Procurement Information Portal (PPIP) on 17th November 2025, rather than 11th November 2025 as indicated in the invitation to tender. The Applicant further asserts that this delay resulted in bidders being granted less than seven (7) days to prepare and submit their bids, in contravention of Section 97 of the Act read together with Regulation 86 of the Regulations.



103. The Applicant acknowledges having become aware of the alleged breach on 11th November 2025, when the procurement was advertised, notice which has not been disputed. However, the Applicant contends that the tender was only uploaded onto the PPIP portal on 17th November 2025, instead of 11th November 2025 as indicated in the invitation to tender. Further, the Applicant grounds for review include insufficient time for bid preparation and submission, as well as the assertion that certain tender requirements were not aligned with the actual needs of the Procuring Entity.
104. In response, the Applicant submitted that the Request for Review was filed promptly upon becoming aware of the alleged irregularities and that the Board has supervisory and corrective jurisdiction under Section 167(1) to ensure that a procuring entity complies with the law, the Regulations, and the tender documents.
105. The Applicant acknowledged that while the bid had been submitted and the evaluation process largely completed, it was not until the notification of award was issued on 9th December 2025 that the Applicant became aware of the specific decisions and alleged breaches warranting review.
106. The Applicant contended that delaying the Request for Review until after the notification of award does not deprive the Board of jurisdiction, as Section 167(1) allows an aggrieved bidder to seek



administrative review where there is an asserted breach of duty or non-compliance by the procuring entity, regardless of the stage of the process, provided the relief sought is within the Board's statutory powers.

107. The Applicant further clarified that the review does not seek to halt or suspend the procurement process retrospectively, but rather to ensure compliance with the law, and to seek redress for the alleged procedural irregularities that affected the outcome of the tender.
108. Accordingly, the Applicant submitted that the Board retains jurisdiction under Section 167(1) to consider the Request for Review, despite the evaluation and award notifications having been issued, because the relief sought relates directly to compliance with mandatory legal and regulatory provisions.
109. We note that the resolution of this issue rests entirely on the interpretation of the prevailing facts in light of the provisions of Section 167(1) of the Act, which provides as follows:

167. Request for a review

(1) Subject to the provisions of this Part, a candidate or a tenderer, who claims to have suffered or to risk suffering, loss or damage due to the breach of a duty imposed on a procuring entity by this Act or the Regulations, may seek



administrative review within fourteen days of notification of award or date of occurrence of the alleged breach at any stage of the procurement process, or disposal process as in such manner as may be prescribed.

110. Regulation 203(2)(c)(ii) of the Regulations, 2020 similarly reinforces the fourteen (14) days timeline in the following terms:

Request for a review

1) A request for review under section 167(1) of the Act shall be made in the Form set out in the Fourteenth Schedule of these Regulations.

2) The request referred to in paragraph (1) shall—

a) state the reasons for the complaint, including any alleged breach of the Constitution, the Act or these Regulations;

b) be accompanied by such statements as the applicant considers necessary in support of its request;

c) be made within fourteen days of —



***i.* the occurrence of the breach complained of, where the request is made before the making of an award;**

***ii.* the notification under section 87 of the Act; or**

***iii.* the occurrence of the breach complained of, where the request is made after making of an award to the successful bidder**

111. The Board interpret the foregoing provision to mean that an applicant seeking the intervention of the Board in procurement proceedings must file the Request for Review within the statutory period of fourteen (14) days. Any Request for Review filed beyond this timeframe is time-barred, and the Board lacks jurisdiction to entertain it. The provision further identifies two key benchmark events for the commencement of the statutory timeline: (i) the date of notification of the award, or (ii) the date on which the alleged breach occurred.

112. In the instant Request for Review, the Board observes that the dispute primarily concerns the determination of the benchmark event from which the statutory limitation period should run. The Board raised this jurisdictional issue on the basis that the Applicant ought to have



approached the Board earlier. The Board notes that time began to run on 17th November 2025, the date on which the tender was uploaded on the PPIP portal, allegedly giving bidders less than seven (7) days to submit their bids. The Applicant, however, contends that time commenced either on the date of notification of the decision or on the date the Notification of Award was issued, 9th December 2025. In either scenario, Counsel argued that the Request for Review was filed within the fourteen (14) day statutory period prescribed under the Act.

113. In determining the crux of the Request for Review, a perusal of the pleadings reveals that despite the fact that the procurement process had advanced to the Notification of Award stage, the dispute essentially centers on the Applicant's allegations of procedural irregularities, the use of unfair evaluation criteria, and the delayed publication of the tender documents and late uploading of the tender into the PPIP. It is therefore necessary to examine the facts to establish the date on which the Applicant can be deemed to have acquired knowledge of the contested criteria and late submissions timelines among other, which form the basis of the present Request for Review substantially.

114. We note that the tender was advertised on Tuesday November 11th 2025 in the standard newspaper. We note further that paragraph 6 of the Applicant's Statement in Support of the Request for Review, sworn



by Abdikadir Dahir on 19th December 2025, indicates that the Applicant secured the Tender document and on 24th November,2025 raised concern with the Public Procurement Regulatory Authority (PPRA) Annexure 'AD 4' to the said Statement comprises an email excerpt sent by the Applicant to the authority on 24th November 2025. The email is partly reproduced below as follows:

...

Good afternoon BWANA Director General,

I `m a Kenyan citizen and also happen to be an interested party in how government tendering is done

I write to you this afternoon to express concerns and dissatisfaction on how NYERI COUNTY is preparing its tenders

Please find attached letter that gives details on our dissatisfaction with process and also tender document as advertised by the county through PPIP

Due to various interest vested by the procuring entity I would like to remain anonymous

Regards,

Waya Patrick

Kenyan Citizen"



115. The Board will proceed to reproduce, verbatim, the letter submitted by the Applicant, which was attached to the email referenced above:

'RE: FORMAL COMPLAINT ON PROCUREMENT IRREGULARITIES-TENDER NO.CGN/HEALTH/03/2025-2026-PROVISION OF CLEANING SERVICES FOR COUNTY HOSPITALS

We wish to formally register our dissatisfaction regarding the procurement process for the above-mentioned tender, whose submission deadline was 21st November 2025, issued by the County Government of Nyeri, Department of Medical Services and Public Health.

After reviewing the tender document and participating in the process, we wish to bring to your attention several concerns and potential non-compliance issues that may compromise fairness, transparency, and value for money, contrary to the requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 and its Regulations.

1. Omission of Mandatory Licensing Requirements for Sanitary and Biohazard Waste Handling

The tender includes the provision of sanitary services within hospital environments. Such services generally require the following valid licenses:



NEMA Biohazardous Waste Transport/Handling License

NEMA Sanitary Waste Disposal License

Despite these being mandatory regulatory requirements for any contractor handling clinical or sanitary waste, the tender's preliminary evaluation criteria did not require bidders to submit such licenses.

This omission potentially allows unqualified and non-compliant firms—without the necessary environmental and public health approvals—to participate, thereby exposing the procuring entity to legal and environmental risks and disadvantaging compliant bidders.

2. Incomplete Price Schedule – No Breakdown of Materials or Operational Inputs

The price schedule provided in the tender document only captured labour costs (cleaners per facility) without provisions for:

Cost of cleaning materials;

Cost of consumables

Cost of equipment and tools

Cost of protective clothing

Cost of sanitary waste handling and disposal materials

This lack of structure forces bidders to quote only labour-based pricing, which creates:



Non-standardized pricing, making evaluation subjective

Inconsistent costing, as bidders cannot present material cost breakdowns

Potential underpricing, leading to unsustainable contract performance

This is inconsistent with standard procurement practice, where cleaning service tenders require detailed activity-based cost breakdowns.

3. Lack of Clarity on Site Visit Requirements

The mandatory site visit certificates were not accompanied by:

A clear schedule

A designated officer

A formal site visit report template

This inconsistency may lead to different bidders receiving different levels of information, undermining uniformity and fairness.

REQUEST FOR INTERVENTION

In view of the above, we kindly request the PPRA to:

Review the tender documents and evaluation criteria for compliance with the Act and its Regulations.



Direct the procuring entity to clarify, amend, or re-advertise the tender, should non-compliance be confirmed.

Ensure that the process upholds the principles of fairness, transparency, equal opportunity, and value for money.

We appreciate your attention to this matter and remain available to provide any additional information required.

Yours faithfully,

116. The Board notes that the email and letter dated 24th November 2025, annexed to the Applicant's pleading, confirm that the Applicant received the tender documents for the subject procurement and expressed dissatisfaction with the mandatory requirements, the incompleteness of the price schedule, and the lack of clarity regarding site visit procedures. The Board further observes that the issues raised in the letter constitute the primary grounds forming the basis of the present Request for Review.
117. On 21st November 2025, the Applicant submitted its bid. On that date, the Applicant's representative was present, and the bid was duly opened, as confirmed from the tender opening minutes and the tender opening register.
118. Returning to the main issue of identifying the benchmark event for purposes of computing the commencement of time for the issues



raised and challenged by the Applicant among others, the Board adopts the latest relevant date, 24th November 2025, being the date on which the Applicant expressly conveyed its dissatisfaction in writing to the procuring authority regarding the procurement process, including the contents of the tender document. This was notwithstanding the fact that the Applicant had already submitted its bid on 21st November 2025, being the tender closing date.

119. Having established that the benchmark event for computing time is the date on which the Applicant expressed its dissatisfaction in writing not to the Board but to the Authority, the next issue for determination is whether the statutory fourteen-day period had expired by the time the Request for Review was filed specifically with respect to uploading PPIP and shorter period for submission. It is not in dispute that the Request for Review was filed on 22nd December 2025.

120. In computing time, the Board is guided by Section 57 of the Interpretation and General Provisions Act, which provides as follows:

57. Computation of time

In computing time for the purposes of a written law, unless the contrary intention appears—

(a) a period of days from the happening of an event or the doing of an act or thing shall be



deemed to be exclusive of the day on which the event happens or the act or thing is done;

(b) if the last day of the period is Sunday or a public holiday or all official non-working days (which days are in this section referred to as excluded days), the period shall include the next following day, not being an excluded day;

(c) where an act or proceeding is directed or allowed to be done or taken on a certain day, then if that day happens to be an excluded day, the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards, not being an excluded day;

(d) where an act or proceeding is directed or allowed to be done or taken within any time not exceeding six days, excluded days shall not be reckoned in the computation of the time.

121. We understand the above section of the law to mean that, in computing time under a written law, unless a different intention is clearly indicated, the day on which an event occurs or an act is done is not counted in the calculation of time; if the final day of the period falls on a Sunday, public holiday, or any officially recognized non-



working day (collectively referred to as excluded days), the period is extended to the next working day; where an act is required to be done on a specific day that turns out to be an excluded day, performing the act on the next working day is deemed timely; and where the time allowed for performing an act is six days or fewer, excluded days are entirely omitted from the count.

122. In computing the time within which the Applicant ought to have sought administrative review before the Board in relation to the mandatory evaluation criteria and the alleged failure to upload the tender on the PPIP portal, the fourteen (14) day statutory period commenced on 24th November 2025 and lapsed on 9th December 2025. Pursuant to Section 57(a) of the Interpretation and General Provisions Act, the computation of time excludes 24th November 2025, being the date on which the Applicant first expressed dissatisfaction and felt aggrieved by the contents of the tender document and the procurement process. Accordingly, the Applicant had, at the very least, the period between 25th November 2025 and 9th December 2025 within which to file its Request for Review before the Board.

123. The Board observes that the Request for Review was filed on 22nd December 2025, which was well outside the fourteen (14) day statutory period. Accordingly, the Board finds that the Request for Review was filed in contravention of Section 167(1) of the Act in so far



as some grounds are concern as noted herein before and are therefore time-barred.

124. Further, even if we were to consider that time commenced on 21th November 2025, the date the Applicant submitted its bid and when tenders were opened, the statutory period would have expired on 5th December 2025. In that scenario still, the Request for Review, filed on 22nd December 2025, would still have been time-barred.
125. In summary, the Request for Review is time-barred in so far as some grounds are concern, having been filed outside the fourteen (14) day period prescribed under Section 167(1) of the Act. The Applicant subjected itself to the evaluation criteria and participated in a tender that prescribed a shortened bid submission period, was allegedly in breach of the Act, and was uploaded on the PPIP portal at a later date—matters which ought to have been challenged prior to participation in the tendering process.
126. Having considered the facts and the submissions of the parties, the Board finds that the Request for Review, in as far as it concerns grievances to do with the uploading of the tender, criteria for evaluation as published in the tender and terms of the tender itself, was filed outside the statutory fourteen (14) day period and is therefore time-barred. An applicant cannot participate in the process



and subsequently challenge the rules that governed it; to do so is to act belatedly and outside the proper statutory timeframe. The Applicant, having subjected itself to the evaluation criteria, ought to have raised any grievances before participating in the procurement process.

Whether the Applicant pleaded and demonstrated loss or damage as required under Section 167(1) of the Act

127. The 1st Interested Party raised a jurisdictional objection, submitting that the Applicant had failed to plead or demonstrate any loss or damage arising from the alleged irregularities in the procurement process. Counsel argued that this omission further underscores the Board's lack of jurisdiction to entertain the Request for Review, in addition to the filing being time-barred.
128. It is a well-established principle that pleading for loss and damage is a mandatory requirement under Section 167 of the Act
129. However, a review of the Applicant's Request for Review, together with the supporting affidavit sworn by Abdulkadir Dahir on 19th December 2025 and filed with the Board on 22nd December 2025, demonstrates otherwise. At paragraph 11 of the affidavit, the Applicant states:



"As a result of the Respondents' breach of the Constitution, the Act, and the Regulations, leading to its erroneous, unfair, irrational, and subjective finding that the Applicant's tender had failed at the financial evaluation stage, the Applicant has been denied a legitimate opportunity and/or expectation to secure the award of the Tender, and unless the Review Board intervenes, the Applicant will suffer loss and damage."

130. The Board finds that the Applicant has sufficiently pleaded loss and damage. Consequently, the preliminary objection regarding failure to plead loss and damage under Section 167 of the Act is disallowed.

Whether the subsequent evaluation and award to the Interested parties of the subject tender complied with Sections 80(2) and (3) and 86(1)(a) of the Act

131. The Board has also considered the issues related to the evaluation and award of the tender, The Applicant challenged the award on the basis that the Interested Parties allegedly lacked capacity to supply cleaning materials and tools under criterion 8 of the technical evaluation and that their bids ignored the mandatory costs of such materials and tools.
132. The Respondents submitted that proof of capacity to provide cleaning services was considered, but was not a mandatory requirement for



disqualification. The tenders were awarded in compliance with Section 86(1)(a) of the Act to the lowest evaluated responsive bidders, with notifications of award issued on 9th December 2025. The tender sums quoted were all-inclusive and binding.

133. The 1st Interested Party noted that its bid of Kshs. 19,514,474.80 for Lot 1 was lower than the Applicant's bid of Kshs. 19,621,440.00, emphasizing that cost-effectiveness is constitutionally mandated and cannot form a ground for complaint. The 2nd Interested Party further submitted that introducing the issue of unit costs and the costs of cleaning materials amounted to the introduction of an alien evaluation criterion not provided for in the tender document.

134. The Board holds that the costs of cleaning materials and tools were not part of the evaluation criteria and cannot be introduced at this stage as a ground for challenging the award. Accordingly, the Board finds that the evaluation and award complied with Sections 80(2) and (3) and 86(1)(a) of the Act, as well as Articles 201(d), 227(1), and 232(1)(b) and (e) of the Constitution, and that the Applicant's disagreement with the outcome does not constitute an irregularity.

What orders should the Board grant in the circumstances?

135. Having considered the parties' submissions and examined all the evidence on record, we find that the instant Request for Review, in as



far as it concerns grievances to do with the uploading of the tender, criteria for evaluation as published in the tender and terms of the tender itself, was filed outside the fourteen (14) day period prescribed under Section 167(1) of the Act hence are time barred and the Board lacks jurisdiction to determine the same.

136. Further, the Board has established that the Applicant has sufficiently pleaded loss and damage as provided under Section 167 of the Act.
137. With respect to issues that were not time-barred, specifically the qualification of the award to the Interested Parties, the Board holds that the evaluation process and subsequent award complied with the provisions of Sections 46(4)(e), 80(2) and (3), 86(1)(a), of the Public Procurement and Asset Disposal Act, as well as Articles 201(d), 227(1), and 232(1)(b) and (e) of the Constitution.
138. Consequently, the instant Request for Review filed on 22nd December 2025, relating to Tender No. CGN/HEALTH/03/2025-26 for the provision of Cleaning Services for County Hospitals Lot 1 [Nyeri County Referral Hospital and Mt. Kenya Sub County Hospital] Lot 2 [Naromoru Level IV Hospital, Othaya Sub County Hospital and Ihururu Treatment and Rehabilitation Hospital]., fails as specified in the Final Orders section below.

FINAL ORDERS



139. In exercise of the powers conferred upon it by Section 173 of the Public Procurement and Asset Disposal Act, No. 33 of 2015, the Board makes the following orders in the instant Request for Review:

- 1. The Request for Review dated 19th December 2025 and filed on 22nd December 2025 be and is hereby dismissed.**

- 2. The Chief Officer, Department of Medical Services and Public Health County Government of Nyeri be and is hereby directed to proceed with and oversee the tender proceedings for Tender No. CGN/HEALTH/03/2025-26 for the provision of Cleaning Services for County Hospitals Lot 1 [Nyeri County Referral Hospital and Mt. Kenya Sub County Hospital] Lot 2 [Naromoru Level IV Hospital, Othaya Sub County Hospital and Ihururu Treatment and Rehabilitation Hospital] to their lawful and logical conclusion.**

- 3. Each party shall bear its own costs of the proceedings.**

Dated at NAIROBI, this 12th day of January 2026.


.....
CHAIRPERSON
PPARB


.....
SECRETARY
PPARB

