



**TENDER DOCUMENT FOR PROVISION OF MARKETING AND
COMMUNICATION SERVICES**

TENDER NO: JSCS/1/MAY/2019

JAMII SACCO COURT SOUTH B

P.O BOX 57929-00200

TEL: 020-552448/552477

CELL: 0712-852765/0715-961545

NAIROBI, KENYA

MAY 2019

TENDER FOR PROVISION OF MARKETING AND COMMUNICATION SERVICES

JAMII SAVINGS AND CREDIT COOPERATIVE SOCIETY LTD

JAMII SACCO COURT,

P. O. BOX 57929-00200,

NAIROBI

TENDER NO. JSCS/1/MAY-2019

CLOSING DATE: 23rd May 2019

TIME: 12:00 Noon

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SECTION I - LETTER OF INVITATION

OPEN NATIONAL TENDER

Jamii Sacco Society Ltd requests sealed tenders from interested eligible candidates for the provision of the following services:

Tender No	Tender Name	Bid Bond
JSCS/1/MAY-2019	PROVISION OF MARKETING & COMMUNICATION SERVICES	2% of the Tender Sum

A complete set of the documents may be obtained by interested firms on the Jamii Sacco Society Ltd website: www.jamiisacco.com

Completed tenders should be submitted in plain sealed envelopes clearly marked with

Tender No. and **Tender reference name**; shall be addressed to:

CHIEF EXECUTIVE OFFICER

JAMII SACCO SOCIETY LTD

JAMII SACCO COURT SOUTH B MUKENIA ROAD

P.O.BOX 57929-00200,

NAIROBI KENYA

and deposited in the tender box located on **ground floor Procurement Office at Jamii Sacco Court** to reach us on or before 23rd May 2019 at **12.00 Noon**

Tenders will be opened immediately thereafter in the Jamii Sacco Conference Hall on 1st Floor in the presence of tenderers' or their representatives who choose to attend.

Late tenders will not be accepted

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

2.1.1 Jamii Sacco Society Ltd will select a firm among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations. **THE AWARD FOR TENDER WILL BE FOR PROVISION OF MARKETING AND COMMUNICATION SERVICES.**

2.1.1 The bidders are invited to submit technical proposals and financial proposals

2.1.2 The bidding agencies must familiarize themselves with Jamii Sacco Society Ltd's requirements before preparing their tenders. To obtain first-hand information on the services required, tenderers are encouraged to liaise with Jamii Sacco Society regarding any information that they may require before submitting a proposal.

2.1.3 The cost of preparing the proposal, participating in the pitch presentation and negotiating the contract including any visit to Jamii Sacco Society premises are not

reimbursable as a direct cost of the assignment. The Jamii Sacco Society is not bound to accept any of the proposals submitted.

2.1.4 Jamii Sacco Society's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 The agency may request a clarification not later than Two (2) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post Office, r email to info@jamiisacco.com.

Jamii Sacco Society will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, Jamii Sacco Society may for any reason, either at its own initiative or in response to a clarification requested by an intended bidder amend the RFP. Any amendment shall be issued in writing, fax or email to all invited bidders and will be binding on them. Jamii Sacco Society may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Jamii Sacco Society shall reply to and clarifications sought by the tenderer within a 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The bidder's proposal shall be written in English language.

2.3.2 All pages of each proposal submitted shall be serialized and well bound

2.3.3 In preparing the Technical Proposal, the bidders are expected to examine the documents consisting of the Terms of Reference in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.4 While preparing the Technical Proposal, the bidder must give particulars attention to the following:

(a) A good understanding of Jamii Sacco Society Ltd

(b) Client portfolios. The firms must demonstrate that they have done similar work for other reputable organizations. The participating agency should submit at least three reference letters from their major clients in the past two years.

2.3.5 The Technical Proposal shall be separate from the Financial Proposal and shall not include any financial information.

2.4 Financial proposal

Agencies are expected to submit a monthly retainer fees based on the scope of work. These are costs payable to the agency(ies) for expertise and managerial resources required to undertake marketing and communication services.

2.4.1 The fees shall be expressed in Kenya Shillings.

2.4.2 The Financial Proposal must remain valid for 120 days after the submission date.

During this period the bidder is expected to keep available at his own cost any staff proposed for the assignment. Jamii Sacco Society Ltd will make best efforts to complete negotiations within this period. If Jamii Sacco Society wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.3 The financial proposal must comply with the law governing the profession of the agency.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initiated by the bidder.

2.5.2 For each proposal the bidder shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and copy of the technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and copy of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed.

This outer envelope shall bear Jamii Sacco Society's address and clearly marked "DO NOT

OPEN before **23rd May, 2019.**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to bidders. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the bidder unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the bidder submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the bidder's number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of Jamii Sacco Society up to the time set for opening them.

2.6 Opening of Tenders

2.6.1 Jamii Sacco Society will open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00 on 18th May 2019 and in the location specified in the appendix. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.6.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as Jamii Sacco Society, at its discretion, may consider appropriate, will be announced at the opening. Jamii Sacco Society will prepare minutes of the tender opening.

2.7 Evaluation of the Proposal (General)

2.7.1 From the time the proposals are opened to the time of the contract award, if any bidder wishes to contact Jamii Sacco Society on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated. Any effort by a bidder to influence Jamii Sacco Society's staff in the evaluation of proposals or awards of contract may result in the rejection of the bidder's proposal.

2.7.2 The tender will proceed in two stages i.e. both technical and financial.

2.7.3 The evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.8 Evaluation of Technical Proposals

2.8.2 The evaluation committee appointed by Jamii Sacco Society to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the Terms of Reference (TOR) based on the following points criteria:

EVALUATION CRITERIA

The bids submitted shall be subjected to a four-stage evaluation process as shown below:

- a) Preliminary/Mandatory evaluation
- b) Technical evaluation
- c) Financial evaluation

a) Preliminary/Mandatory Evaluation

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below:-

NO. ITEM DESCRIPTION: YES/ NO

- 1. Copy of Certificate of incorporation.
- 2. Copy of valid tax compliance certificate
- 3. Audited accounts for the last two financial years (2017 & 2018)
- 4. Signed sworn statements (declaration) on agency's letterhead that you have not been debarred from participating in public procurement proceedings (see format on page 40 of this document)
- 5. Valid tender security of 2% of tender sum in form of bank guarantee from a reputable bank or PPOA authorized insurance company located in Kenya valid for 120 days from the date of tender opening

Failure to submit any of the documents/information listed above will lead to automatic disqualification.

b) Technical Evaluation

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be **80 out of 100**. The firms shall be evaluated on a scoring matrix as shown in the terms of reference

c) Financial Evaluation

The firm that will score highest at the pitch stage and provides the most cost effective financial proposal will be considered for award of tender. The financial evaluation will be done through comparing the monthly retainer fees.

2.9 Opening and Evaluation of Financial Proposals

2.9.1 After completion of the evaluation of Technical proposals Jamii Sacco Society shall notify the bidders whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award.

At the same time, Jamii Sacco Society shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by Jamii Sacco Society for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.9.2 The financial proposals shall be opened by Jamii Sacco Society in the presence of the bidders who choose to attend the opening. The name of the bidder, the technical score and the proposed monthly retainer fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.9.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **20%**

2.9.4 The bidders proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$S = ST \times T\% + SF \times P\%$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be awarded the tender and invited for negotiations.

2.10 Negotiations

2.10.2 Negotiations will be held at the Jamii Sacco Society Boardroom. The purpose of the negotiations is for Jamii Sacco Society and the bidder to reach agreements on all points regarding the assignment and sign a contract.

2.10.3 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.10.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, Jamii Sacco Society expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations,

Jamii Sacco Society will require assurance that the experts will be actually available. Jamii Sacco Society will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.10.5 The negotiations will be concluded with a review of the draft form of the contract. To complete the negotiations Jamii Sacco Society and selected firm will initial the agreed contract. If negotiations fail, Jamii Sacco Society will invite the bidder whose proposal achieved the second highest score to negotiate a contract.

2.11 Award of Contract

2.11.2 The contract will be awarded after negotiations. After negotiations are completed Jamii Sacco Society will promptly notify the other bidder that they were unsuccessful and return the financial proposals of the bidders who did not pass technical evaluation.

2.11.3 The selected bidder is expected to commence the assignment on the date and at the location as specified by Jamii Sacco Society.

2.11.4 A person who enters into a contract resulting from procurement by a request for proposal shall not enter into any other subsequent contract for the procurement of goods, services or works related to that original contract.

2.12 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the bidders who submitted the proposal or to other persons not officially concerned with the process, until the winning bidder has been notified that he/she has been awarded the contract.

3.0 Performance Bond

The selected firm shall within fourteen (14) days after issuance of the letter of notification shall furnish Jamii Sacco Society with a Performance Bond that will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **1% of the contract value.**

The proceeds of the Performance Bond shall be payable to Jamii Sacco Society as compensation for any delay or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Jamii Sacco Society.

The Performance Bond will be discharged by Jamii Sacco Society and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.

APPENDIX

Appendix to information to consultants

2.5.1 The proposal submission address is:

CHIEF EXECUTIVE OFFICER

JAMII SACCO SOCIETY LTD

JAMII SACCO COURT SOUTH B MUKENIA ROAD

P.O. BOX 57929-00200 NAIROBI

TEL: 0715-961545

www.jamiisacco.com

Information on the outer envelope should also include: TENDER NUMBER, TITLE AND A WARNING THAT IT SHOULD NOT BE OPENED BEFORE THE TENDER CLOSING DATE

SECTION III - TERMS OF REFERENCE FOR MARKETING AND COMMUNICATION SERVICES.

INTRODUCTION

Jamii Sacco is a savings and credit society organization which was formed and registered in 1972 by the employees of the former Ministry of Culture and Social Services. We are situated at Jamii Sacco Court, Mariakani South 'B' along Mukenia Road next to Mater Hospital.

Jamii Sacco is a Deposit Taking Sacco, licensed and regulated by the Sacco Society Regulation Authority (SASRA) to carry out its business.

The SACCO opened up its membership bond to all Public servants spread across all Government Ministries, County Governments and Parastatals, those from Private Sector, retirees/retrenches and organized community groups (Self Help Groups) and Diaspora members. Consequently, opening up its bond, the Sacco members have grown to over 20,000 with an asset base of over Kshs 3.9 Billion.

VISION

To be the premier partner of choice in the provision of financial solutions.

MISSION

To provide credit, mobilize savings and innovative products and services to ensure optimum returns to our members and stakeholders.

CORE VALUES

In its endeavor to realize its vision and mission, Jamii SACCO upholds the following core values:

- Integrity
- Professionalism
- Customer Focus
- Teamwork
- Innovation and ICT

OBJECTIVE

Jamii Sacco recognizes that in order to achieve its marketing strategic objectives, it needs an effective marketing and communications plan. The financial industry has also become competitive hence the need for the Sacco to enhance its brand and visibility.

SCOPE OF THE ASSIGNMENT

The Sacco seeks the services of a Marketing and Communication Agency to carry out the following:

1. Conduct a SWOT analysis for the Sacco operations.
2. Develop a marketing mix that will enable the Sacco reach its target market.
3. Production of the creative advertising concepts for application in diverse platforms as per client brief.
4. Develop media strategy including; Media planning and buying in electronic, print and online platforms as per client requirements.
5. Develop a digital media strategy for corporate initiatives and public awareness through consumer education campaigns.
6. Monitor the effectiveness of the digital media strategy and provide progress reports.
7. To provide feedback mechanism during campaign period through SMS short code or email.
8. To monitor and evaluate the implementation of the programme.
9. Continuous interaction with the Client, facilitation of work from client brief to, implementation, including billing.

EXPECTED RESULTS

- Membership growth
- Membership retention
- Brand awareness and visibility
- Business growth and sustainability

REQUIREMENTS

Service providers are expected to express interest and submit the following documents:-

No.	Item	
	Mandatory Items	
	1.1 Provide copy of Company Registration Certificates. (Be a registered company incorporated in Kenya under the companies Act CAP 486)	
	1.2 Current Trade License / Local Authority permit.	
	1.3 Content service provision License from Communication Authority of Kenya	
	1.4 Provide a copy of Current Tax compliance certificate.	
	1.5 License from Communication Authority of Kenya.	
	1.6 Marketing society of Kenya certificate	
2	References	
	2.1 Provide at least 4 firms which you have carried out similar advertisements (provide verifiable evidence)	
	2.2 Over 5 Years of service in the field	
3	Capacity of the Organization	
	3.1 Company Profile and Organization Structure.	
	3.2 Value of projects undertaken in the last 5 years.	
	3.3 Audited accounts for the last three years.	

EXPRESSION OF INTEREST AND TIME FRAME

- Jamii Sacco invites eligible Marketing and Communication Agencies to express their interest to provide the above services.

- To indicate the time frame they envisage starting and completing this assignment.

Eligible Service providers may obtain any further information from the CEO’s office during office hours on weekday between 9.00 a.m to 4.00 p.m.

Completed documents should be delivered to the Sacco’s Tender Box on or before 23rd May, 2019 Noon

Appendix I

FORM OF TENDER

FROM-----

DATE-----

To: -----

RE: PROPOSAL FOR provision of Marketing and Communication Services

In accordance with Tender Number -----Date-----

I/We-----

Tender an amount of Ksh.-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Board reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdraw for a period of-----days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated ----- days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/ our part to meet these requirements constitutes a breach on contract.

Witnessed by----- Tenderer's Name-----
Address----- Tenderer's Signature-----
Signature of Witness----- Tenderer's designation-----
Date----- Full address-----
Telephone No-----
Telegraphic Address-----
Date-----

Appendix II

PERFORMANCE BANK GUARANTEE

(To be on the letterhead of the Bank)

To: Jamii Sacco Society Ltd

P.O.Box 57929, 00200

NAIROBI. Kenya.

WHEREAS

[Contractor name of (hereinafter called "the Contractor")] has undertaken, in pursuance of Contract No. dated 2019 to provide (hereinafter called "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of 1% Kenya Shillings.....which is 1% of bid price). (words) (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show

grounds or reasons for your demand or the sum specified therein. The guarantee is valid until the day of 2016.

Signature and seal of the Guarantors

[name of bank] [address]

[date]

CONFIDENTIAL BUSINESS QUESTIONNAIRE (S33)

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

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

Part 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

0)

1)

2)

3)

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.

DateSignature of

Candidate.....

*if Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

Part I- General :

BusinessName

.....

Location of business premises.....Plot No.

.....Street/Road.....

Postal Address.....Tel.

No.....

Nature of

business.....

Current Trade Licence No.....Expiring

date.....

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

Name of your bankers.....Branch

.....

Part 2 – Debarment

I/we declare that I/we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by Jamii Sacco Society Ltd.

Full Names.....

Signature.....

Date this.....day

of.....2016

In the capacity

of.....

Duly authorized to sign Tender for and on behalf of.....

Appendix III CONTRACT FORM

THIS AGREEMENT made the day of 2019 between Jamii Sacco Society Ltd (hereinafter called “the Employer”) of the one part and__ (hereinafter called “the Contractor”) of the other part: WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Contractor for the provision of the services in the sum of_ _(words) [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 General Conditions of Contract;
 - (d) the Special Conditions of Contract; and
 - (e) the Employer’s Notification of Award and Consultants’ letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, 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.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

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 FOR AND ON BEHALF OF JAMII SACCO SOCIETY LTD
CHIEF EXECUTIVE OFFICER

)

In the presence of:)

)

)

COMPANY SECRETARY) SIGNED FOR AND ON BEHALF OF

)

REQUEST FOR REVIEW FORM

MANAGING DIRECTOR)

SECRETARY

) (In the presence of:

)

)

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 KICC*) ofdated the...day of20.....in the matter of Tender No.....of20...

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.

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

- 1.
- 2.

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