



National Drought Management Authority

PROPOSAL DOCUMENT

**FOR PROVISION OF SELECTION OF INDIVIDUAL PROFESSIONAL
CONSULTANTS**

FINANCIAL YEAR 2018-2019

TENDER NO. NDMA/RFP/01/2018-2019

P.O BOX 53547-00200

NAIROBI, KENYA

REQUEST FOR PROPOSAL

**CONSULTANCY SERVICES FOR THE FLOODS EARLY RECOVERY JOINT ASSESSMENT
AND DESIGN OF EARLY RECOVERY AND MITIGATION PROGRAMME**

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**SECTION I: REQUEST FOR PROPOSAL
2018**

24th JULY

RFP NO: NDMA/RFP/01/2018/2019

**RFP NAME: CONSULTANCY SERVICES FOR THE FLOODS EARLY RECOVERY JOINT
ASSESSMENT AND DESIGN OF EARLY RECOVERY AND MITIGATION PROGRAMME.**

Dear Sir/Madam,

1.1 The National Drought Management Authority invites Proposals for Consultancy Services for the floods early recovery joint assessment and design of early recovery and mitigation programme. For more details on the consultancy services, they are provided in the terms of reference herein.

1.2 Completed RFP documents are to be enclosed in plain sealed envelopes marked with request for proposal reference number and be deposited in the tender box at National Drought Management Authority, Procurement Office, Lonrho House, 8th Floor, or email supplychain@ndma.go.ke so as to be received on or before, 8th August 2018 at 10.30 a.m.

Chief Executive Officer (CEO)

National Drought Management Authority

1.0 BACKGROUND INFORMATION

I. Background

Kenya experienced severe flooding caused by the heavy rains during the 2018 long rains. This year's long rains that commenced in early March were heavier than normal in most parts of the country as warned by the Kenya Meteorological Department. 32 of the 47 counties were affected by devastating floods, the worst hit counties being Tana River, Kilifi, Mandera, Turkana and Garissa.

Although the full extent and impact of the floods has not yet been determined, preliminary reports indicate many lives were lost, properties and major infrastructure damaged causing untold suffering to communities. According to UN OCHA, 132 people died and 311,100 displaced by the floods¹ and many villages marooned.

Infrastructure including roads, bridges, schools, health facilities were extensively damaged by floods. More than 280 schools were affected or damaged; in Tana River county alone, about 49 primary and secondary schools were either submerged or completely cut off. Health facilities were also damaged, submerged or cut off greatly hampering access to health care. The risk of communicable diseases particularly cholera is of concern as sewer lines were submerged, latrines collapsed or inaccessible to the displaced populations. Active cholera outbreaks was reported in 5 of the flooded counties and an increase of mosquito-borne disease such as Dengue fever, Chikungunya and Malaria is expected.

The flooding destroyed livelihoods – entire farms were submerged, crops ruined, livestock washed away and vital irrigation systems were swept away. It is estimated that 21,741 acres of farm land and 19,223 livestock were lost². Several major roads and bridges were damaged affecting the transport and cutting off people's access to markets in multiple locations.

With the above context, it is critical that a long-term development approach that links humanitarian support to long-term development is established. While humanitarian assistance may constitute the most effective investment towards saving lives in the immediate term; from a long-term perspective, efforts should be made to establish linkages to early recovery and development processes by implementing a nationally owned strategy and addressing the poverty conditions in the affected regions.

¹ Kenya Floods Update #5 (10th May): UN OCHA

² Kenya Floods Update #2 (3th May): UN OCHA

There is need to integrate early recovery approach to the current flood situation by facilitating people to move from humanitarian relief towards self-sustaining development; ensuring that the humanitarian response integrates community capacity and skills building to strengthen individual's and communities' resilience to future disasters; reduce dependence on relief, and where possible, address root causes and fundamental issues that contributed to the disaster.

Early Recovery (ER) is an approach that addresses recovery needs that arise during the humanitarian phase of an emergency; using humanitarian mechanisms' that align with development principles. It enables people to use benefits of humanitarian action to seize development opportunities, build resilience and establish a sustainable process of recovery from crisis.

The *Emergency Response to Floods 2018* project seeks to carry out a detailed assessment to determine specific early recovery needs as well as long term interventions to enhance resilience of affected population. The project will also support an early recovery planning process and the development of multi- sectorial early recovery plan for transition from relief to early recovery.

1.1 BENEFICIARY COUNTRY

Kenya

1.2 CONTRACTING AUTHORITY

The National Drought Management Authority (NDMA)

2.0 OBJECTIVES OF THE ASSIGNMENT

The overall objective of the assessment is to guide the formulation of an interventions/framework to address the impacts of the floods on the livelihoods of communities, specifically targeting the worst affected counties of Tana River and Kilifi.

Specifically, the project seeks to:

- Determine/understand the impact of the floods on the key sectors and livelihoods of the communities
- Identify/determine specific community recovery needs as well as long term interventions to enhance resilience of affected population.
- Support early recovery planning process and the development of multi- sectorial early recovery plan for transition from relief to early recovery.
- Develop an Early Recovery and Resilience framework

3.0 THE SCOPE OF ASSIGNMENT:

The scope of assignment includes:

- Lead a multi-agency/multi-sectoral team in conducting field assessments in Tana River and Kilifi counties to collect county specific data on the impacts of the floods. This will also serve to triangulate data collected from secondary sources. Additionally, collect data on community early recovery needs as well as long term interventions to enhance resilience of affected population in the two counties.
- Analyse existing data at national and county level on the documented impacts of the floods country-wide.
- From the secondary data analysis, synthesize an overall analysis of the impacts of floods in Kilifi and Tana River County
- Facilitate validation of assessments findings at county and national level.

- Prepare a detailed Report on the Early Recovery Assessment.
- Formulate a comprehensive recovery programme based on the assessment findings.

4.0 TERMS OF REFERENCE FOR THE CONSULTANT

4.1 Duration of Assignment, Duty Station and Reporting Modalities

The assignment will take at most 6 weeks starting from July – September 2018. The Consultant is expected to travel to the two field assessment counties.

The consultant will work closely with the county governments, NDOC and NDMA.

4.2 Deliverables

- ***Development of methodology/relevant tools:*** Develop data collection tools in consultation with relevant actors and stakeholders (County and National Level). The ownership of tools and methodology by the consultant is key to success. The consultant will develop assessment tools necessary to conduct the assessment. This will be delivered as part of the inception report
- ***Remote support during data collection:*** The actual information collection will be done by the consultant in collaboration with the county stakeholders.
- ***Analysis, validation of findings and Final report:*** The consultant will be expected to analyse and compile the datasets in form of a report (per county) and thereafter validate the findings of the assessment with the relevant stakeholders and relevant government line departments at both National and County Level. Thereafter, the consultant in collaboration with the county teams, will draft the preliminary comprehensive mitigation and recovery project proposal and finalize on it after endorsement by the counties.

4.3 Logistical Planning and Payment Modalities

- Logistical arrangement for field visits, meetings shall be organized by the client.
- The service provider is expected to provide his/her own equipment and working space.
- Payment will be done according to milestones agreed during contract signing and guided by Table 1 below.

4.4 Review Time Required

Two progress review meetings between UNDP, GOK (NDMA & NDOC) and the consultant will be held to assess and monitor progress.

Table 1. Consultant’s reporting Obligations

Report	Amount
Inception report	20 %
Separate Assessment reports from the visited Counties (max 20 pages)	20%
Comprehensive Early Recovery Assessment Report (max 30 pages)	20%
Comprehensive Mitigation and Recovery Project Proposal	40%

5.0 METHODOLOGY/APPROACH

The assessment is expected to be comprehensive. To achieve its objectives, assessment will include the following tool which **should be captured in the proposal;**

- Household survey;
- Focus group discussions;
- Key informant interviews and,
- Secondary data analysis.

The assessment will cover Kilifi and Tana River County. The sampling will be agreed upon at county level to ensure balance between all sub counties.

6.0 QUALIFICATIONS

6.1 Education

- Master’s Degree in Natural Resource Management, Environmental Science, Disaster Management, Hydrology and any other related sciences.
- Minimum 5 years’ experience in Natural Resource Management, Environmental Science, and Disaster Management, Hydrology or any other related field

6.2 Experience

- 10 years' experience in Natural Resource Management, Environmental Science, Disaster Management, Hydrology or any other related field
- Experience in conducting similar assessments with other National, Regional or International Bodies Experience in designing and facilitating workshops, forums, conferences, seminars
- Experience on flood early recovery livelihood needs assessment in flood prone areas, able to create business opportunities, micro-credit schemes, community-based activities, participatory processes for decision taking and implementation at the community level
- Experience in development of project proposals relating to disaster risk management or early recovery needs
- Ability to conduct qualitative and quantitative analysis through literature review and analysis of workshops outputs to produce high quality synthesised reports
- Objectivity and ability to analyse large complex data sets in a short period of time

6.3 Functional Competencies

- Strong understanding of early recovery programming including the key post disaster (needs) assessments tools
- Strong written and verbal communication skills, in a multi-cultural setting;
- Excellent interpersonal skills and experience working collaboratively in small and large teams with tight deadlines.
- High attention to detail and ability to work under tight deadlines.

6.4 The consultant must submit the following:

- The Individual must attach CV
- Expected daily rate as well and the preferred payment methods.
- A page account of relevant past work
- Brief proposal of consultancy

7.0 EVALUATION CRITERIA:

The proposal will be evaluated using the following two stages: Technical and Financial requirements.

7.1. Technical Evaluation

The evaluation committee appointed by the Chief Executive Officer to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

Table 2: Technical Evaluation Criteria

	DESCRIPTION	SCORE/MARKS
1	<p>Education: At least Master’s Degree in Natural Resource Management, Environmental Science, Disaster Management, Hydrology and any other related sciences</p> <ul style="list-style-type: none"> • Master’s Degree in Natural Resource Management, Environmental Science, Disaster Management, Hydrology and any other related sciences (15 Marks) • Advanced Degree not in related sciences (5 Marks) 	15
2	<p>General Experience: In Natural Resource Management, Environmental Science, Disaster Management, Hydrology or any other related field.</p> <ul style="list-style-type: none"> • 10 years’ experience in Natural Resource Management, Environmental Science, Disaster Management, Hydrology or any other related field (15 Marks) • Experience in conducting similar assessments with other National, Regional or International bodies (Provide evidence of reports) (10 Marks) • Experience in designing and facilitating workshops, forums, conferences, seminars (5 Marks) 	30
3.	<p>Technical Experience: Experience on flood early recovery livelihood needs assessment in flood prone areas, able to create business opportunities, micro-credit schemes, community-based activities, participatory processes for decision taking and implementation at the community level (evidence of reports and funded proposals) (10</p>	25

	<p>Marks)</p> <ul style="list-style-type: none"> • Development of project proposals relating to disaster risk management or early recovery needs (evidence of reports) (5 Marks) • Ability to conduct qualitative and quantitative analysis through literature review and analysis of workshops outputs to produce high quality synthesised reports (5 Marks) • Objectivity and ability to analyse large complex data sets in short period (5 Marks) 	
4	<p>Broad Understanding of Early Recovery Programming, including the key post disaster (needs) assessments tools (attach some of the tools used); (10 Marks)</p> <ul style="list-style-type: none"> • Experience in working in arid and semi-arid regions and working with GOK Officers (mention some of the counties that you have worked in and the departments/institution that you have worked with). (5 Marks) • Conversant with development issues. Familiarity of the subject of disaster/drought risk management and resilience building issues Nationally and Regionally will be an added advantage (Give a brief on summary on your area of focus i.e. past assignments on DRM (3 Marks)) • Provide schedule or program of work (2 Marks) 	20
5	<p>. Reporting/Communication Skills:</p> <ul style="list-style-type: none"> • Excellent presentation, technical reporting skills and development of high quality proposals, reports or training manuals (8 Marks) • Strong written and verbal communication skills, in a multi-cultural setting; (2 Marks) 	10

Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

Pass mark 70%

Please note that the consultant who attains 70% and above will be the one who will qualify to the next stage of Financial Evaluation.

7.2 Financial Evaluation

7.2.1 After completion of the evaluation of Technical proposals NDMA shall notify the individual consultants 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, the procuring entity 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 the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

7.2.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

7.2.3 The formula for determining the financial score (SF) is as follows:

$S_f = 80 \times \frac{f_m}{f}$ where:

S_f is the financial score

FM is the lowest fees quoted and

F is the fees of the proposal under consideration.

The bidder's proposal will be ranked according to their combined technical score (st) and financial score (sf) and weighted accordingly. The formula 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 and financial (i.e. 80%)

P is the weight given to the financial proposal (20%)

Note P + T will be equal to 100%

8.0 FINANCIAL PROPOSAL

- ✚ In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents.
- ✚ The financial proposal will therefore be quoted in fees per day or month.
- ✚ The financial proposal may also include other costs as necessary, which will be considered as reimbursables.
- ✚ The Financial proposal should include the payable taxes.
- ✚ The fees shall be expressed in Kenya Shillings.
- ✚ The Financial proposal must remain valid for 150 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. NDMA will make best efforts to complete negotiations within this period. If the procuring entity 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.
- ✚ The financial proposal must comply with the law governing the profession of the consultant.
- ✚ For each proposal the individual consultants 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.
- ✚ The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” , and the original and all copies 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 the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before
- ✚ 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 consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- ✚ 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 individual consultants 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 the procuring entity up to the time set for opening them.

- ✚ From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- ✚ The proposal 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.

9.0 Negotiations

9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

9.2 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.

9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

10.0 Award of Contract

10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed, NDMA will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with NDMA

11.0 Confidentiality

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

12.0 PAYMENT SCHEDULE

Full payment will be made to the trainer at the end of the assignment, upon approval of the of final workshop report as the deliverable by the workshop organizers.

13.0 TRAVEL AND ACCOMMODATION

The workshop organizers will cover the travel expenses as a participant in the workshop

14.0 VALIDITY OF PROPOSAL

Proposal shall remain valid for 150 days after date of tender opening.

15.0 DEADLINE FOR SUBMISSION

The bids must be received by NDMA at the address not later than **Wednesday, 8th August 2018 at 10.30 am**

Annexe 1: INDIVIDUAL PROFESSIONAL CONSULTANTS

This Agreement, [hereinafter called “the Contract”) is entered into this

[_____ by and between. [_____] of [National

Drought Management Authority] (hereinafter _____) of the one part AND

[_____] of [or whose registered office is situated at]

[_____ Consultants address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services

[Hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services

NOW THEREFORE THE PARTIES hereby agree as follows: -

1. Services (i) The Consultant shall perform the Services

Specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** the Consultant shall perform the Services during the period commencing on [_____] and through to [_____], or any other period(s) as may be subsequently agreed by the parties in writing.

Annexe 2. Payment

A. Ceiling for Services rendered pursuant to Appendix A, the

Client shall pay the Consultant an amount not to Exceed [_____]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.) Kshs. upon the Client's receipt of the Draft report, acceptable to the Client; and Kshs. upon the Client's receipt of the Final report, acceptable to the Client. Kshs. Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

D. Project Coordination

i. Administration

The Client designates [_____] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

ii. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph.

iii. Performance.

The Consultant undertakes to perform the **Services Standards** with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

E. Confidentiality.

The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this

Contract or the Client's business or operations without the Prior written consent of the Client.

F. Ownership of materials.

Any studies, reports or other material, graphic, **Material** software or otherwise prepared by the

Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

G. Insurance.

The Consultant will be responsible for taking out any appropriate insurance coverage.

H. Assignment.

The Consultant may sub contract a rapporteur to assist in report writing with the Client's prior written consent. No other portion shall be assigned or subcontracted without the client's prior written consent.

I. Law Governing.

The Contract shall be governed by the laws of **Contract and** Kenya and the language of the

Contract shall be **Language** English language

J. Dispute.

Any dispute arising out of the Contract Which **Resolution** cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

LAW GOVERNING CONTRACT AND DISPUTE RESOLUTION

This agreement shall be governed by and constructed in accordance with the laws of Kenya. Any claims and disputes whatsoever arising under this agreement shall be settled through a mutually appointed arbitrator as a first recourse, without prejudice to either party's recourse to legal action in Kenya's courts of law

FINANCIAL PROPOSAL SUBMISSION FORM

FINANCIAL PROPOSAL SUBMISSION FORM _____[Date] To:

_____[Name and address of Client] Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes. We remain,

Yours sincerely, _____[Authorized Signature] :

_____[Name and Title of Signatory]

SUMMARY OF COSTS

COST	Currency	Amount
Sub Total		
Taxes		
Total Amount of proposal		

3.

**REQUEST FOR REVIEW
FORM**

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address.....
Fax No.....Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review
the whole/part of the above-mentioned decision on the following grounds, namely: -

- 1.
- 2. etc.

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

- 1.
- 2. etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary