

**REPUBLIC OF KENYA**



**TURKANA COUNTY GOVERNMENT**

**STANDARD TENDER DOCUMENT  
FOR**

**TENDER NO. TCG/FWC/4/2019-2021**

**PROVISION OF CATERING AND ACCOMMODATION  
SERVICES.**

**FRAMEWORK CONTRACT FOR ONE (2) YEARS.**

**P.O BOX 11 -30500  
LODWAR, KENYA.**

**EMAIL: [supplychainoffice@turkana.go.ke](mailto:supplychainoffice@turkana.go.ke)**

**13<sup>th</sup> AUGUST, 2019 AT 10.00AM  
27<sup>th</sup> AUGUST, 2019 AT 11.00AM**

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**TENDER REF NO. TCG/FWC/4/2019-2021**

**TENDER NAME: FRAMEWORK AGREEMENT FOR PROVISION OF CATERING AND ACCOMMODATION SERVICES FOR A PERIOD OF TWO YEARS.**

- 1.1 The Turkana County Government invites sealed bids from eligible candidates for the **Framework Agreement for Provision of Catering and Accommodation Services for a Period of Two (2) Years.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the County Government of Turkana, Office of the Governor Supply Chain Management Directorate, Treasury Building, during normal working hours.
- 1.3 Bidders shall download the tender documents free of charge from the Turkana County Government website: <http://supplier.treasury.go.ke/site/tenders.go/index.php/> **or** **for FREE** may be downloaded from county website: <http://www.turkana.go.ke/index.php/document-category/turkana-tenders/>. Bidders who download the tender documents must forward their particulars immediately for records and communication of any tender clarifications or addenda to [supplychain@turkana.go.ke](mailto:supplychain@turkana.go.ke)
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **County Secretary.**  
**Turkana County Government**  
**P.O Box 11-30500**  
**Lodwar**  
so as to be received on or before **11.00 am local time on 27<sup>th</sup> August, 2019.**
- 1.3 **Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings (or any other easily convertible currency) and shall remain valid for 120 days from the closing date of the tender.**
- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Supply Chain Conference room.**  
**Any canvassing or giving of false information will lead to automatic disqualification.**

**Director Supply Chain Management Services**  
**Turkana County Government**  
**For : The County Secretary**

**SECTION II - INSTRUCTIONS TO TENDERERS**

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Schedule of Requirements Section VI.
- 2.1.2 The Turkana County Government's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Turkana County Government (TCG) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the TCG, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed **Kshs.1,000.00/=**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to Tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of Requirements
  - (vi) Details of Service/Technical Specifications
  - (vii) Tender Form
  - (viii) Price Schedules
  - (ix) Contract Form
  - (x) Tender Security Form
  - (xi) Performance Security Form

- (xii) Bank Guarantee for Advance Payment Form
- (xiii) Manufacturer's Authorization Form
- (xiv) Confidential Business Questionnaire.

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of Documents**

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

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

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

## **2.6 Language of Tender**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the TCG, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising of Tender**

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12
- (d) confidential business questionnaire.

**2.8 Tender Forms**

2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

**2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.

2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the TCG.

2.9.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months). Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

**2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

**2.11 Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the TCG's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the TCG's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2% of the tender price.
- 2.12.3 The tender security is required to protect TCG against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by TCG as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- a) If the tenderer **withdraws** its tender **during** the period of tender validity specified by TCG on the Tender Form; or
  - b) In the case of a successful tenderer, if the tenderer fails:
    - i. to sign the contract in accordance with paragraph 30 **or**
    - ii. to furnish performance security in accordance with paragraph 31.
  - c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the TCG, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the TCG as non responsive.
- 2.13.2 In exceptional circumstances, the TCG may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not required nor permitted to modify its tender.



**2.14 Format and Signing of Tender**

- 2.14.1 The bidder shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**2.15 Sealing and Marking of Tenders**

- 2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY” The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the TCG at the address given in the Invitation to Tender:
  - (b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE, Tuesday, 27<sup>th</sup> August, 2019.**”
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the TCG will assume no responsibility for the tender’s misplacement or premature opening.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the TCG will assume no responsibility for the tender’s misplacement or premature opening.

**2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the TCG at the address specified under paragraph 2.17.2 no later than “ **Tuesday, 27<sup>th</sup> August, 2019 .**”
- 2.16.2 The TCG may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the TCG and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by TCG as provided for in the appendix.

## **2.17 Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the TCG prior to the deadline prescribed for submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.
- 2.17.5 The TCG may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The TCG shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- (c) The TCG will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday, 27<sup>th</sup> August, 2019 at 11:00 am.**"
- 2.18.1 " and in the location specified in the Invitation to Tender.  
The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the TCG, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The TCG will prepare minutes of the tender opening.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the TCG may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the TCG in the TCG's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination**

- 2.20.1 The TCG will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.20.3 The TCG may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the TCG will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The TCG's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the TCG and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.21 Conversion to Single Currency**

- 2.21.1 Where other currencies are used, the TCG will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22 Evaluation and Comparison of Tenders**

- 2.22.1 The TCG will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.22.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.5 TCG's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
  - a) Operational plan proposed in the tender;
  - b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.6 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:
  - a) Operational Plan
 

TCG requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than TCG's required delivery time will be treated as non-responsive and rejected.
  - b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on a schedule outlined in the Special Conditions of Contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule offered by the selected tenderer.

- 2.22.7 To qualify for contract awards, the tenderer shall have the following:
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - b) Legal capacity to enter into a contract for procurement.
  - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  - d) Shall not be debarred from participating in public procurement.

**2.23 Preference**

- 2.23.1 Turkana County Government does not allow any margin of preference.

**2.24 Contacting the Turkana County Government**

- 2.24.1 Subject to paragraph 2.21 no tenderer shall contact the TCG on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.24.2 Any effort by a tenderer to influence the TCG in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

**2.25 Award of Contract**

**(a) Post-qualification**

- 2.25.1 In the absence of pre-qualification, the TCG will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the TCG deems necessary and appropriate.
- 2.25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the TCG will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

- 2.25.4 The TCG will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**(c) TCG's Right to Vary Quantities**

2.25.6 The TCG reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) TCG's Right to Accept or Reject Any or All Tenders**

2.25.7 The TCG reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the TCG's action.

**2.26 Notification of Award**

2.26.1 Prior to the expiration of the period of tender validity, the TCG will notify the successful tenderer in writing that its tender has been accepted.

2.26.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the TCG will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

**2.27 Signing of Contract**

2.27.1 At the same time as the TCG notifies the successful tenderer that its tender has been accepted, the TCG will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.27.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the TCG.

**2.28 Performance Security**

2.28.1 Within Thirty (30) days of the receipt of notification of award from the TCG, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the TCG.

2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TCG may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 The TCG requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Turkana County Government, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Turkana County Government of the benefits of free and open competition;

2.29.2 The Turkana County Government will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.30 The performance security required will be 10% of the Contract Value.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

### INSTRUCTIONS TO TENDERERS REFERENCE

#### PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS

The tender is open to all eligible providers of Accommodation, Conferencing and Related Services.

This will be a two (2) years framework agreement.

The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.

Bidders may download the tender documents free of charge from the Turkana County Government website [www.turkana.go.ke](http://www.turkana.go.ke).

Tender security is Ksh 50,000 required for this tender.

2.12.1

2.13.1 Bid Validity Period is 120 days from **Tuesday , 27th August, 2019 11am.**

2.13.3 The technical specifications are given in pages 26-27.

2.16.2 The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.

2.16.3 Bulky tenders, which will not fit in the tender box, shall be received by TCG in the Procurement Office.

2.16.4 2.17 This tender is based on One (1) bid envelope system.

The bidder is required to submit a bid which has combined technical and financial proposal in one envelope.

2.18.1 Time, date, and place for bid opening are: 11:00 hours local time, on 27th August, 2019.

Place: Supply Chain management Services Department;  
Lodwar

Country: Kenya

2.20.1 Opening of tender documents will be done in public at the time of closing the tender.

2.22.1 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.

Failure to furnish all information required by the Bidding Documents or to submit a bid not

substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.2 The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation as well as financial factors.

**Bidders must conform to the specific Technical Requirements in Section IV.**

2.2 Preference  
TCG will not grant a margin of preference for purposes of bid comparison.



### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Services” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Turkana County Government (TCG), the organization purchasing the Services under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Services under this Contract.
- (f) “GCC” means general conditions of contract contained in this section.  
“SCC” means the special conditions of contract contained in this section.
- (g)
- (h) “Day” means calendar day.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the TCG for the procurement of the Services.

### **3.3 Country of Origin**

3.3.1 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the TCG’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TCG in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the TCG's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the TCG on completion of the tenderer's performance under the Contract if so required by the TCG.
- 3.6 Patent Rights**
- The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the TCG's country.
- 3.7 Performance Security**
- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the TCG as compensation for any loss resulting from the tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the TCG and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad acceptable to the TCG, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the TCG and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.
- 3.8 Inspection and Tests**
- 3.8.1 The TCG or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The TCG shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance,

including access to drawings and production data, shall be furnished to the inspectors at no charge to the TCG.

- 3.8.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the TCG.
- 3.8.4 The TCG's right to inspect, test and where necessary, reject the services after the Services' arrival shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the Procuring entity or its representative prior to the services delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

**3.9 Delivery and Documents**

- 3.9.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

**3.10 Payment**

- 3.10.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.10.2 Payments shall be made promptly by the TCG as specified in the contract.

**3.11 Prices**

- 3.11.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.11.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.11.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.11.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

**3.12 Assignment**

- 3.12.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the TCG's prior written consent.

**3.13 Subcontracts**

- 3.13.1 The tenderer shall notify the Procuring entity in writing of

all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

**3.14 Termination for Default**

- 3.14.1 The TCG may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- (a) if the tenderer fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the TCG;
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
  - (c) If the tenderer, in the judgment of the TCG has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.14.2 In the event the TCG terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

**3.15 Termination of Insolvency**

The TCG may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to TCG.

**3.16 Liquidated Damages**

- 3.16 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

**3.17 Termination of Convenience**

- 3.17.1 The TCG by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the TCG convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.17.2 For the remaining part of the contract after termination the TCG may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.18 Resolution of Disputes**

3.18.1 The TCG and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 Applicable Law**

3.21.1 The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC.

### **3.22 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV -

## SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC.

### REFERENCE SPECIAL CONDITIONS OF CONTRACT OF GCC

#### 3.9 **Delivery**

Accommodation, Conferencing and Related Services . Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO).

The requirements may be adjusted by giving a short notice.

#### 3.10 **Payment Terms**

The Turkana County Government (TCG) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, TCG may negotiate mutually acceptable payment terms with the successful tenderer.

#### 3.11 **Prices**

Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

#### 3.16 **Liquidated Damages**

If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond.

In this clause, “days” means working days.

3.18

**Resolutions of Disputes**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19

**Language and Law**

The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.22

**Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.



## **SECTION V**

## **- TECHNICAL SPECIFICATIONS**

### **5.1 General**

5.1.1 The specifications describe the requirements for services.

### **5.2 Particulars**

Turkana County Government is interested in Accommodation, Conferencing and Related Services. This will be a Two (2) years framework agreement.

### **5.3 Technical Requirements:**

This tender covers **Catering and Accommodation Services** within Lodwar Town and Services within Turkana County.

## **TECHNICAL SPECIFICATIONS FOR CATERING, ACCOMODATION AND RELATED SERVICES**

The Turkana County Government wishes to engage the services of hotels for provision of accommodation and conference services. This includes:

- (a) Full Board Accommodation
- (b) Half Board Accommodation
- (c) Accommodation and Conferencing
- (d) Conferencing.

The table below gives the minimum clause-by-clause technical specifications. Irrespective of any attachments included, bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond. Failure to conform to this condition will render the bid being treated as non-responsive.

### **Instructions to Bidders**

1. Substantive responses for all features irrespective of any attached technical documents are preferred. Use of Yes, No, tick, compliant etc. may be considered responsive.
2. Bidders **MUST** fill both the minimum technical specifications document and the price schedule as attached.

**Minimum Clause-By-Clause Technical Specifications**

<b>Description of Service</b>	<b>Bidders Response</b>	<b>Score</b>
Provide Full Board Accommodation (Food, Soft Drinks, Water, Stationery, Hall Hire, Public Address System, Projector)		5
Provide Half Board Accommodation (Food, Soft Drinks, Water, Stationery, Hall Hire, Public Address System, Projector)		5
Provide Full Day Conferencing (Food, Soft Drinks, Water, Stationery, Hall Hire, Public Address System, Projector)		5
Provide Half Day Conferencing (Food, Soft Drinks, Water, Stationery, Hall Hire, Public Address System, Projector)		5
<b>TOTAL</b>		<b>20</b>

*Tenderer's Signature* \_\_\_\_\_ *Official Stamp* \_\_\_\_\_ *Date* \_\_\_\_\_

## SECTION VI- SCHEDULE OF REQUIREMENTS

**Procurement Item**  
Schedule A:

No.	Description	Delivery schedule
1.	Framework Agreement for Provision of Accommodation, Conferencing and Related Services Turkana County government for a Period of One	Immediately after issuance of LPO

### Instructions on Submission of Bids

The Tenderer must submit a **one (1) –envelope bid** in the following format:  
Proposal comprising of the following documents presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney <sup>1</sup> (except for Sole proprietor) Business Registration Certificate/Certificate of
D	Incorporation
E	Valid Tax Compliance Certificate
G	Price Schedule
H	Key Staff Competency Profiles

Sealing and Marking of the Bid:

This is a one-bid envelope, where the technical proposal is combined with the financial proposal and submitted in one envelope.

**The inner envelopes should be clearly marked as follows:**

ORIGINAL TENDER (combined Technical & Financial)	A <b>TCG/FWC/4/2019-2021</b>
COPY OF TENDER (combined Technical & Financial)	B <b>TCG/FWC/4/2019-2021</b>

The envelopes shall then be sealed in an outer envelope and addressed to:

**County Secretary  
Turkana County Government  
P.O Box 11-30500  
Lodwar**

Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

**Evaluation Criteria**

**(a) Tender Responsiveness Criteria**

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non responsive and shall not be evaluated further.

<b>MANDATORY REQUIREMENTS</b>	
<b>1.</b>	<b>Submission of Tender Documents</b> ✕ Power of Attorney <sup>2</sup> (except for Sole proprietor) ✕ One envelope bid.
<b>2.</b>	<b>Company Profile</b> Suitability of Service Provider ✕ Attach copy of Registration of Business/Certificate of Incorporation ✕ Duly Filled, Signed and Stamped Confidential Business Questionnaire
<b>3.</b>	<b>Valid Tax Compliance Certificate</b>

Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

**(b): Vendor Evaluation Criteria**

The following criteria will be used in the evaluation of all potential suppliers.

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

<i>Description of Criteria</i>	<i>Maximum Score</i>
<p><b><i>Managerial and Key Personnel Competency Profiles</i></b> C.Vs including relevant technical experience for at least two (2) relevant key staff in relation to procurement items as required in the schedule of requirements.</p> <p><b><i>Academic qualification</i></b> Degree .....10 marks Diploma .....7 marks</p> <p><b><i>Relevant technical experience</i></b> Over 5 years' experience.....10 marks 3-5years' experience. ....7 marks 1-2 years' experience. ....5 marks</p>	40
<p><b><i>Experience/Reputation</i></b> <b><i>Experience/Reputation</i></b> Proof of satisfactory service to similar clients within the last three (3) years. Submit reference letters/LSOs/Invoices/Copies of signed contracts from at least four (4) clients.(10 marks for each reference).</p>	40
<b><i>Total Score</i></b>	<b>80</b>

**(c) Clause-by-Clause Evaluation on the response to the Technical**

**Evaluation** Total marks - forty (40).

**(d) Overall Tender Evaluation Criteria**

The tender evaluation criteria are weighted as follows; -

<b>Criteria</b>	<b>Maximum Score/ Requirement</b>	<b>Cut-off Score</b>
Tender Responsiveness	Mandatory	All
Vendor Evaluation	80	Combined score of 50
Technical Evaluation	20	
Financial Evaluation	-	
<b>Totals</b>	<b>100</b>	

## SECTION VII- PRICE SCHEDULE

Please note, the unit price must include all costs including all taxes. Further, the Hotel **may propose any addition to the description of services above of any other service they may wish to provide to TCG staff.**

Firms must submit their financial proposal (cost for service provision) using the following format.

### a) Accommodation

Service	Amount in KES	Amount in KES
	Full Board	Half Board
<b>Type of Room</b>		
<b>Single</b>		
<b>Double</b>		
<b>Others (list below)</b>		

### b) Accommodation and Conferencing

Service	Amount in KES
Full Board Accommodation + Full Day Conferencing per Person	
Half Board Accommodation + Full Day Conferencing per Person	
Full Board Accommodation + Half Day Conferencing per Person	
Half Board Accommodation + Half Day Conferencing per Person	

### c) Conferencing + Related Services

Service	Amount in KES	Amount in KES
Full Day Conferencing per Person		
Half Day Conferencing per Person		
<b>Any Other Services</b>		
<input type="checkbox"/> Hire of Projector + Screen(s)		
<input type="checkbox"/> Hire of P.A. System		



**d) Extras**

<b>Service</b>	<b>Amount in KES</b>
Cocktails	
Bitings	
<b>Any Other (list below)</b>	

*Tenderer's Signature* \_\_\_\_\_ *Official Stamp* \_\_\_\_\_ *Date* \_\_\_\_\_

## **SECTION VIII - STANDARD FORMS**

### **Notes on the Sample Forms**

1. *Form of Tender*- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. *Confidential Business Questionnaire Form* - This form must be completed by the tenderer and submitted with the tender documents.

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: TURKANA COUNTY  
GORVERMENT  
P. O. BOX 11-30500 LODWAR

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]* .the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....*( Procuring entity)*.

4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>				
1.1	Business Name.....			
1.2	Location of Business Premises.....			
1.3	Plot No.....			
	Street/Road .....			
	Postal Address.....			
	Tel No.....		Fax.....	
	Email .....			
1.4	Nature of Business.....			
1.5	Registration Certificate No.....			
1.6	Maximum Value of Business which you can handle at any one time – KSHS.....			
1.7	Name of your Bankers .....			
	Branch .....			
<hr/>				
<b>Part 2 (a) – Sole Proprietor</b>				
2a.1	Your Name in Full.....			
	Age .....			
2a.2	Nationality .....			
	Country of Origin .....			
	Citizenship Details.....			
<hr/>				
<b>Part 2 (b) Partnership</b>				
2b.1 Given details of Partners as follows:				
2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
	1.....	.....	.....	.....
	2.....	.....	.....	.....
	3.....	.....	.....	.....
	4.....	.....	.....	.....
<hr/>				
<b>Part 2 (c) – Registered Company</b>				
2c.1	Private or Public .....			

2c.2 State the Nominal and Issued Capital of Company-  
 Nominal KSHS. ....  
 Issued KSHS. ....

2c.3 Given details of all Directors as follows

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

---

**Part 3 – Eligibility Status**

---

3.1 Are you related to an Employee, Committee Member or Board Member of Turkana County  
 Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
 .....  
 .....  
 .....

3.3 Does an Employee, Committee Member, Board Member of Turkana County Government sit in the  
 of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_  
 No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
 .....  
 .....  
 .....  
 .....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly  
 or indirectly with a firm or any of its affiliates that have been engaged by Turkana County Government  
 provide consulting services for preparation of design, specifications and other documents to be used  
 for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
 .....  
 .....  
 .....

.....  
3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YESNo

3.8 If answer in '3.7' above is **YES** give details:

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes  
No

3.10 If answer in '3.9' above is **YES** give details

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief. Date..... Signature of Candidate .....

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**8.3 FORMAT OF POWER OF ATTORNEY**

We ..... (name and address of the registered office) do hereby

constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services

“.....”, including signing and submission of all documents and providing information / responses to the Turkana County

Gorverment ("TCG"), representing us in all matters before TCG, and generally dealing with TCG in all matters in connection with our Proposal for the saidproject/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

..... (Signature)  
(Name, Title and Address)

Accepted  
..... (Signature)  
(Name, Title and Address of the Attorney)