



Fresha

Dairy Brands

17TH JUNE 2021

P.O BOX 3 – 00216
GITHUNGURI

EMAIL:FRESHADAIRY@FRESHA.CO.KE
WEBSITE:WWW.FRESHA.CO.KE

ADDENDUM

TENDER NO GDFCS/07/2020-2021 FOR PROVISION OF TRANSPORT SERVICES FOR FINANCIAL YEAR 2020-2021.

Reference is made to tender advert that appeared as from 04th June 2021, we would like to clarify the following:

- ❖ Closing date has been extended from 18th June 2021 to 29th June 2021 at 10:30am

Kindly use the document regardless of the closing date. All other information remain the same.



PROCUREMENT MANAGER.
FOR: GENERAL MANAGER



Real Farm Freshness!

📍 GITHUNGURI DAIRY FARMERS COOPERATIVE SOCIETY LTD MILK PROCESSING PLANT
📠 P.O.BOX 3 - 00216 GITHUNGURI, KENYA • 📞 020 6752989 • Customer service Hotline: 020 2130887 / 0706 626262 / 0705 787878 • 📧 freshadairy@fresha.co.ke • 🌐 www.fresha.co.ke
📱 @freshabrands • 📘 Fresha Dairy Brands • 📷 @FreshaKenya

TENDER NO. GDFCS/07/2020-2021.

PROVISION OF TRANSPORT SERVICES

MOUNTAIN REGION AND ITS ENVIRONS

MWINGI REGION AND ITS ENVIRONS

ELDORET REGION AND ITS ENVIRONS

KISUMU REGION AND ITS ENVIRONS

KISII REGION AND ITS ENVIRONS

FOR

GITHUNGURI DAIRY FARMERS COOPERATIVE SOCIETY,

P.O BOX 3 - 00216

GITHUNGURI.

TENDER CLOSING DATE: FRIDAY, 18th JUNE 2021 AT 10:30AM

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL COND1TIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	33

SECTION I : INVITATION TO TENDER

Githunguri Dairy Farmers Co-operative Society Ltd invites sealed bids from interested bidders for the provision of milk transport services along Mombasa Road route

TENDER REFERENCE NO.	ITEM DESCRIPTION	TENDER FEE	TENDER CLOSING DATE & TIME
GDFCS/07/20 20-2021	Provision of Transport Services MOUNTAIN REGION AND ITS ENVIRONS MWINGI REGION AND ITS ENVIRONS ELDORET REGION AND ITS ENVIRONS KISUMU REGION AND ITS ENVIRONS KISII REGION AND ITS ENVIRONS	Kshs. 200 Or download free at Society's website; www.fresha.co.ke	<i>Friday, 18th June 2021 at 10:30am</i>

A complete set of tender documents may be downloaded free at www.fresha.co.ke or from GDFCS's office upon payment of non-refundable fees of **Kshs.200** in cash payable at GDFCS's cash office. Further information is obtainable from GDFCS's procurement office located at its milk processing plant situated next to Githunguri town between 8.00am and 5.00pm or on email address: procurement@fresha.co.ke and copied to freshadairy@fresha.co.ke.

Completed tender documents, enclosed in plain sealed envelopes marked with Tender Name and Reference Number should be deposited in the Tender Box situated at the **Society's Fresha Milk Processing Plant Main Reception area** and be addressed to:

The Chairman,
Githunguri Dairy Farmers Co-operative Society Ltd.
P.O. Box 3-00216, Githunguri.

So as to be received on or before **Friday, 18th June 2021 at 10:30am**

- **Proposals shall be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend**

PROCUREMENT MANAGER.

FOR: GENERAL MANAGER

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers	6
2.2	Cost of tendering	6
2.3	Contents of tender documents	7
2.4	Clarification of Tender documents	7
2.5	Amendment of tender documents	8
2.6	Language of tenders	8
2.7	Documents comprising the tender	8
2.8	Form of tender	9
2.9	Tender prices	9
2.10	Tender currencies	9
2.11	Tenderers eligibility and qualifications	9
2.12	Tender security	10
2.13	Validity of tenders	11
2.14	Format and signing of tenders	11
2.15	Sealing and marking of tenders	12
2.16	Deadline for submission of tenders	12
2.17	Modification and withdrawal of tenders	12
2.18	Opening of tenders	13
2.19	Clarification of tenders	14
2.20	Preliminary Examination	14
2.21	Conversion to other currencies	15
2.22	Evaluation and comparison of tenders	15
2.23	Contacting the procuring entity	16
2.24	Post-qualification	17
2.25	Award criteria	17
2.26	Procuring entities right to vary quantities	17
2.27	Procuring entities right to accept or reject any or all tenders	17
2.28	Notification of award	18
2.29	Signing of Contract	18
2.30	Performance security	19
2.31	Corrupt or fraudulent practices	19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.500/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Declaration form

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 candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment 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 Procuring entity, 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 exchanged by the tenderer and the Procuring entity, 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 the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender 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 Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. 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 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 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 in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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 qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

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) *Tender security – Not Required*

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 2.14.2 The original 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. 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 tender shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”

2.15.4 The Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity 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 tender’s is received by the procuring entity prior to the deadline prescribed for the 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 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not 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 2.12.7.

2.17.5 The procuring entity 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 procuring entity 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

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ... (*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity 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 23, the Procuring entity 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 Procuring entity'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 Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those 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 procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 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.

2.22.3 The Procuring entity'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;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity 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 the procuring entity have 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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

2.24.4 The procuring entity 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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 **Performance Security** *SHALL NOT BE REQUIRED*

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity 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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenders
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 **Patent Right's**

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 under the contract or any part thereof .

3.6 **Performance Security – *Not Required***

3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Procuring entity.

3.7.3 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 services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

3.8.1 *The method and conditions of payment to be made to the tenderer under this Contract shall be a per day charge for a 30 days period/monthly basis*

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or

modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 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 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS;
GDFCS LTD intends to engage competent and interested
transporters for:

a) Provision of a 3 ton for delivery of milk in Mountain
Region and its environs as indicated herein;

MINIMUM SPECIFICATIONS:

- | | | |
|----|-----------------------------|---|
| a) | TONNAGE: | 3,000 KGS |
| b) | COLOUR: | WHITE |
| c) | BODY TYPE: | REFRIGERATED COVER BODY |
| d) | DISTANCE TO COVER: | AS PER SCHEDULE PROVIDED |
| e) | WORKING DAYS: | 6 DAYS A WEEK (MONDAY TO SATURDAY) |
| f) | VEHICLE CONDITION: | WELL MAINTAINED |
| g) | VEHICLE AGE: | Y.O.M 2012 OR NEWER |
| h) | FUELING: | OWNER TO FUEL |
| i) | COMPLIANCE: | NTSA COMPLIANT |
| j) | TRACKING: | FITTED WITH A TRACKING DEVICE
(ATTACH CERTIFICATE) |
| k) | COUNTY PARKING FEES: | OWNER TO PAY |

PROSPECTIVE BIDDERS **TO QUOTE RATE PER DAY WORKED (IN KSHS)**

Route details

	MOUNTAIN REGION HIGH VALUE ROUTE.					
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	EMBU	KARATINA	MUKURWEINI	EMBU	NANYUKI	ISIOLO
	KAGIO	KARIMA	SOUTH TETU	SOLIO	SIRIMONI	ARCHERS
	KAGUMO	MARWA	GIKAJA	NARUMORU	TIMAU	EMBU
	KIAMUTUGU	IHUAGI	OTHAYA	CHAKA	DOLDOL	
	KAROTI	SAGANA	NYERI	HONI	PEJETA	
	KUTUS	KIBIRIGWI	KIAWARA	KIENI	RUMURUTI	
	DHOMBA	KIANGUASHI	MUIGA	MT KENYA	ISIOLO	
	MUTIRA	KIRIMARA	ENDARASHA	NANYUKI		
	KERUGOYA	NGAITA	ABERDARES			
	NJEGAS	NGANDU	EMBU			
	BARICHO	TUMUTUMU				
		MATHIRA				
EXPECTED KM	200KM	250KM	300KM	200KM	200KM	380KM

CHARGES PER DAY KSH.....

b) Provision of a 3 ton for delivery of milk in Mwingi Region and its environs as indicated herein;

MINIMUM SPECIFICATIONS:

- | | | |
|----|-----------------------------|---|
| a) | TONNAGE: | 3,000 KGS |
| b) | COLOUR: | WHITE |
| c) | BODY TYPE: | REFRIGERATED COVER BODY |
| d) | DISTANCE TO COVER: | AS PER SCHEDULE PROVIDED |
| e) | WORKING DAYS: | 6 DAYS A WEEK (MONDAY TO SATURDAY) |
| f) | VEHICLE CONDITION: | WELL MAINTAINED |
| g) | VEHICLE AGE: | Y.O.M 2012 OR NEWER |
| h) | FUELING: | OWNER TO FUEL |
| i) | COMPLIANCE: | NTSA COMPLIANT |
| j) | TRACKING: | FITTED WITH A TRACKING DEVICE
(ATTACH CERTIFICATE) |
| k) | COUNTY PARKING FEES: | OWNER TO PAY |

PROSPECTIVE BIDDERS TO QUOTE RATE PER DAY WORKED (IN KSHS)

Route details

PROPOSED ROUTE PLAN FOR MWINGI HIGH VALUE VEHICLE	
	approximation in KM TO AND FROM
MONDAY	
Nguutani, muthusi, kithyoko, matuu, matuu supermarkets, kithimani	240KM
TUESDAY	
Migwani, tulia, musuani, thokoa, kanya, thitani and all he adjacent markets	190KM
WEDNESDAY	
highway, kabati, matinyani,	220KM
THRUSDAY	
kitui town, syongila, wikiliye,	300KM
mutomo, zombe, mbitini.	
FRIDAY	
kamuwongo, katse, kyuso, waita,	190KM

SATURDAY	
mwingi town, nguni, nuu	190KM

CHARGES PER DAY KSH.....

c) Provision of a 3 ton for delivery of milk in North Rift Region and its environs as indicated herein;

MINIMUM SPECIFICATIONS:

- a) **TONNAGE:** 3,000 KGS
- b) **COLOUR:** WHITE
- c) **BODY TYPE:** REFRIGERATED COVER BODY
- d) **DISTANCE TO COVER:** AS PER SCHEDULE PROVIDED
- e) **WORKING DAYS:** 6 DAYS A WEEK (MONDAY TO SATURDAY)
- f) **VEHICLE CONDITION:** WELL MAINTAINED
- g) **VEHICLE AGE:** Y.O.M 2012 OR NEWER
- h) **FUELING:** OWNER TO FUEL
- i) **COMPLIANCE:** NTSA COMPLIANT
- j) **TRACKING:** FITTED WITH A TRACKING DEVICE
(ATTACH CERTIFICATE)
- k) **COUNTY PARKING FEES:** OWNER TO PAY

PROSPECTIVE BIDDERS **TO QUOTE RATE PER DAY WORKED (IN KSHS)**

Route details

	PROPOSED ELDORET REGION HIGH VALUE ROUTE PLAN	APPROX DISTANCE
MONDAY	ELDORET ,KIPKAREN ,CHIMOI,MATETE,MALAVA,LUBAO, KAKAMEGA	240 KMS
TUESDAY	ELDORET,MOSORIOT, BARATON , KAPSABET, KAPTUMO, NANDI HILLS, SEREM, SHAMAHOHO, CHEPTUL, CHEPSONOI	200 KMS

WEDNESDAY	ELDORET,LUMAKANDA, WEMBUYE, BUKEMBE, KANDUYI, BUNGOMA, MUMIUS	290 KMS
THURSDAY	ELDORET,SOY, NANGILI, MATUNDA , MOISBRIDGE, MAILI SABA, KITALE, KIMININI,SIKHEDU	190 KMS
FRIDAY	ELDORET,LUGULU, MISIGHU, KAMUKUNYWA, KIMILILI,CHWELE	230 KMS
SATURDAY	ELDORET,ANNEX, CHEPTIRET, MOI UNIVERSITY, BURNT FOREST	100 KMS

CHARGES PER DAY KSH.....

d) Provision of a 3 ton for delivery of milk in Kisumu Region and its environs as indicated herein;

MINIMUM SPECIFICATIONS:

- a) **TONNAGE:** 3,000 KGS
- b) **COLOUR:** WHITE
- c) **BODY TYPE:** REFRIGERATED COVER BODY
- d) **DISTANCE TO COVER:** AS PER SCHEDULE PROVIDED
- e) **WORKING DAYS:** 6 DAYS A WEEK (MONDAY TO SATURDAY)
- f) **VEHICLE CONDITION:** WELL MAINTAINED
- g) **VEHICLE AGE:** Y.O.M 2012 OR NEWER
- h) **FUELING:** OWNER TO FUEL
- i) **COMPLIANCE:** NTSA COMPLIANT
- j) **TRACKING:** FITTED WITH A TRACKING DEVICE (ATTACH CERTIFICATE)
- k) **COUNTY PARKING FEES:** OWNER TO PAY

PROSPECTIVE BIDDERS **TO QUOTE RATE PER DAY WORKED (IN KSHS**

Route details

KISUMU HIGH VALUE ROUTE PLAN

Monday		Tuesday	Wednesday	Thursday	Friday	Saturday
Ahero		Homabay town	/reconciliation Loading	Rongo town	Migori town	Reconciliation/ Loading
Katito		Mbita		University	Kehancha	
Nyakach		Sindo		Awendo	Sirare town	
Kolweny		Mfangano island		Stella	Muhuri	
Kendubay		Rodi kopany		uriri	kisumu	
Mawego		Sori		Migori town		
pala		marindi				
Imbo		Rongo town				
Rangwe		Kisumu				
Homabay town						
Distance (kms)	110kms	180kms	0	160kms	240kms	0
NIGHTOUT				NIGHTOUT		

CHARGES PER DAY KSH.....

e) Provision of a 3 ton for delivery of milk in Kisii Region and its environs as indicated herein;

MINIMUM SPECIFICATIONS:

- | | | |
|----|-----------------------------|---|
| a) | TONNAGE: | 3,000 KGS |
| b) | COLOUR: | WHITE |
| c) | BODY TYPE: | REFRIGERATED COVER BODY |
| d) | DISTANCE TO COVER: | AS PER SCHEDULE PROVIDED |
| e) | WORKING DAYS: | 6 DAYS A WEEK (MONDAY TO SATURDAY) |
| f) | VEHICLE CONDITION: | WELL MAINTAINED |
| g) | VEHICLE AGE: | Y.O.M 2012 OR NEWER |
| h) | FUELING: | OWNER TO FUEL |
| i) | COMPLIANCE: | NTSA COMPLIANT |
| j) | TRACKING: | FITTED WITH A TRACKING DEVICE
(ATTACH CERTIFICATE) |
| k) | COUNTY PARKING FEES: | OWNER TO PAY |

PROSPECTIVE BIDDERS TO QUOTE RATE PER DAY WORKED (IN KSHS)

Route details

Monday		Tuesday	Wednesday	Thursday	Friday	Saturday
katito		Kisii town	Reconciliation/ Loading	Chabera	Nyansiongo	Reconciliation/ loading
Sonde		suneka		Ikonge	sotik	
Kadongo		Mashauri		kebirigo	kaplong	
Ramba		University		Nyamira town	litein	
ringa		Ogembo		Kisii town	kabianga	
oyugis		Mogunga		Keumbu	kapsoit	
Asumbi		Mageni		Masimba	kipsitet	
mosocho		Kilgoris		Keroka	muhoroni	
nyakoe		kisumu			chemilil	
Kisii town					Awasi	
					kisumu	
Distance(kms)	120kms	200kms	0	150kms	240kms	0
NIGHTOUT				NIGHTOUT		

CHARGES PER DAY KSH.....

CONDITIONS, SPECIFICATIONS & REQUIREMENTS FOR THE TRUCK

- The transporter should not be having more than one vehicle currently providing transport to the society (i.e. the society only engages a maximum of two vehicles from any particular transporter)
- The vehicle should have fully covered body, upholstery in good and presentable condition.
- Documents proving vehicle ownership for the vehicle must be availed.
- The vehicle must comply with all statutory and legal requirements, including roadworthiness.
- Payment shall be made on monthly basis upon presentation of certified invoices.
- The successful bid will be accepted and awarded subject to presentation of the vehicle to GDFCS for inspection.
- The transporter shall provide a driver, loader, pay all out station expenses for both, council parking fees and responsible for fuelling and maintenance of the vehicle

- The supplier should include his/her contact details (i.e. telephone number or an active email address) to facilitate easy communication.
- For further information you can contact us via email address: procurement@fresha.co.ke or freshaprocurement@gmail.com

SECTION VI – DESCRIPTION OF SERVICES

- *The bid shall be per day charge for 30 days in a month, wet hire (owner fuelling) rates*

{Below find the}

Required Mandatory Details:

- Bidder Name.....
- POSTAL ADDRESS.....
- Mobile No.....
- Vehicle year of manufacture.....
- Vehicle capacity.....
- Signature & Date

NB: Bidder must attach copy of original Logbook & sale agreement

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, we the undersigned, offer to provide. *[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p style="text-align: center;">Name of your bankers</p> <p>Branch.....</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																									
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						

	Date.....Signature of Candidate.....
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