

**TENDER NO. GDFCS/07/2018-2019**

**SALE OF DISPOSABLE STORE ITEMS**

**BY**

**GITHUNGURI DAIRY FARMERS COOPERATIVE SOCIETY,  
P.O BOX 3-00216,  
GITHUNGURI.**

**TENDER CLOSING DATE: FRIDAY, 15<sup>th</sup> FEBRUARY 2019 AT 10:00AM**

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## **SECTION I: INVITATION TO TENDER**

**TENDER REFERENCE NO: GDFCS/07/2018-2019**

Githunguri Dairy Farmers Co-operative Society Ltd invites sealed bids from interested bidders for the disposal of store items

<b>TENDER REFERENCE NO.</b>	<b>ITEM DESCRIPTION</b>	<b>TENDER FEE</b>	<b>TENDER CLOSING DATE &amp; TIME</b>
GDFCS/07/2018-2019	Sale of Used Store Items; <ul style="list-style-type: none"><li>• <b>Stainless Steel 10,000litres Milk cooling tank</b></li><li>• <b>Stainless Steel milk cans &amp; lids</b></li><li>• <b>Used &amp; new motor vehicle spare parts</b></li><li>• <b>Used oil</b></li><li>• <b>Scrap Metals</b></li></ul>	<b>Kshs. 200</b> Or download free at Society's website; <b>www.fresha.co.ke</b>	<b>FRIDAY</b> <b>15<sup>th</sup> February</b> <b>2019 at 10.00 am</b>

A complete set of tender documents may be obtained by interested bidders upon payment of non-refundable fees of **Kshs.200** in cash payable at GDFCS's cash office *or* Down load free at **www.fresha.co.ke**. Further information is obtainable from GDFCS's procurement office located at its milk processing plant situated next to Githunguri town between 8.30am and 5.00pm or on email address: [procurement@fresha.co.ke](mailto:procurement@fresha.co.ke) and copied to [freshadairy@fresha.co.ke](mailto:freshadairy@fresha.co.ke).

Completed tender documents, enclosed in plain sealed envelopes marked with Tender Name and Reference Number "**GDFCS/07/2018-2019: TENDER FOR SALE OF DISPOSABLE STORE ITEMS**" Only and bearing no indication of the tenderer, 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, 15<sup>th</sup> February 2019 at 10.00 am.**

Interested bidders are hereby invited for Viewing at Fresha Milk Garage (spare parts) and Gathiruini centre (stainless steel milk Tank) & Gitiha centre (Milk processing line) during working hours until closure of the Tender.

***NB: Tender deposit required is Kshs. 2,000 per bidder, Refundable to unsuccessful bidders only***

**PROCUREMENT MANAGER.**

**FOR: GENERAL MANAGER.**

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders by Githunguri Dairy Farmers' Co-op Society Ltd (alternatively referred to as GDFCS or the Procuring Entity) is open to all tenderers eligible as described in the invitation to tender.

2.1.2 Eligible tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

### **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 tender documents are freely available to the tenderers if downloaded online and at fee of **Kshs. 200/-** if obtained as a hard copy from GDFCS.

### **2.3 The Tender Document**

2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Invitation to tender
- (ii) Instructions to tenderers
- (iii) Schedule of items and price
- (iv) Conditions of Tender
- (v) Form of tender

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's 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 at the entity's email addresses 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 immediately. Written clarifications of the Procuring entity's response (including an explanation of the query but without identifying the

source of inquiry) will be posted to the procuring entity's website as provided for in invitation to tender. The same may also be sent directly to those bidders who have given their contact details as required.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer immediately 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 reasons, 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 and or by GDFCS posting the amendments at the procuring entity's website [www.fresha.co.ke](http://www.fresha.co.ke) under "tenders" and will be binding on bidders.

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 Tender Prices and Currencies**

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the tender price of the item under the contract.

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period 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.

2.6.3 The Price quoted shall be in Kenya Shillings.

## **2.7 Tender deposit**

2.7.1 *Tender deposit required is Kshs. 2,000 per bidder, Refundable to unsuccessful bidders only*

## **2.8 Validity of Tenders**

2.8.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.8.2 In exceptional circumstances, GDFCS 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without

forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.9. Viewing of Tender Items**

2.9.1 Prospective tenderers are advised to view the item in liaison with GDFCS before they bid for it. Bids are to be based on AS-IS-WHERE-IS CONDITION and the condition of the items is not warranted by GDFCS.

## **2.10 Sealing and Marking of Tenders**

2.10.1 The tenderer shall seal the tender and mark it with the number and title of the tender and “**DO NOT OPEN BEFORE closing date indicated in the invitation to tenders.**”

## **2.11 Deadline for Submission of Tenders**

2.11.1. Tenders must be received by GDFCS at the address specified not later than closing date indicated on the invitation to tender.

2.11.2 GDFCS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.12 Modifications of Tender**

2.12.1. 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 Procuring entity prior to the deadline prescribed for submission of tenders.

2.12.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.12.1.3 No tender may be modified after the deadline for submission of tenders.

### **2.12.2 Withdrawals and tenders**

2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer’s forfeiture of its tender deposit, pursuant to paragraph 2.7.1

## **2.13 Opening of Tenders**

2.13.2 GDFCS will open all tenders in the presence of tenderers' representatives who choose to attend on date and venue shown on invitation to tender after tender closing time and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.3 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.13.4 GDFCS will prepare minutes of the tender opening.

## **2.14 Clarification of tenders**

2.14.2 To assist in the examination, evaluation and comparison of tenders GDFCS 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.

2.14.3 Any effort by the tenderer to influence GDFCS in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.15 Evaluation and Comparison of Tenders**

2.15.1 GDFCS will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 GDFCS will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within 10 days of the validity period from the date of opening the tender.

## **2.16 Award Criteria**

2.16. GDFCS may award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated GDFCS reserves the right to reject any offer that is below reserve tender price or deemed not to be within acceptable price as guided by the reserve price and the forced sale price of each item.

## **2.17 GDFCS's Right to accept or Reject any or All Tenders**

2.17.1 GDFCS 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/s on the grounds for the procuring entity's action.

2.17.2 GDFCS shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 10 days of receiving the request from any tenderer.

2.17.3 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.

## **2.18 Notification of Award**

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

2.18.2 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

## **2.19 Contacting GDFCS**

2.19.1 No tenderer shall contact GDFCS on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.19.2 Any effort by a tenderer to influence GDFCS in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.



**SECTION III - SCHEDULE OF QUANTITIES AND PRICES**

ITEM NO.	Description	Quantity	Bid Price
1	STAINLESS STEEL 50LITRE MILK CANS		<i>Per Kg -</i>
			<i>Per piece-</i>
2	STAINLESS STEEL 50LITRE CAN LIDS		<i>Per Kg -</i>
			<i>Per piece -</i>
3	STAINLESS STEEL MILK COOLING TANK		<i>Per Kg -</i>
			<i>Per lot-</i>
4	MILK PROCESSING LINE		<i>Per Kg -</i>
5	USED OIL		<i>Per ltr</i>
6	BULL BARS		<i>Per pc</i>
7	NEW BRAKE LININGS		<i>Per lot</i>
8	TOYOTA REAR TAIL GATES		<i>Per pc</i>
9	TRUCK REAR TAIL GATES		<i>Per pc</i>
10	ASSORTED INDUSTRIAL SCRAP		<i>Per kg</i>
11	GARAGE MOTOR VEHICLE SCRAP		<i>Per Kg</i>

Interested bidders are hereby invited for Viewing at Fresha Milk Garage (spare parts) and Gathiruini centre (stainless steel milk Tank) & Gitiha centre (Milk processing line) during working hours until closure of the Tender.

*TENDERER'S PARTICULARS REQUIRED;*

**Tenderer's details: Name:.....**

**Signature.....**

**Postal Address.....Code.....**

**Phone Number.....**

## SECTION IV - CONDITIONS OF TENDER

- 4.1 **The tenderer who will be awarded will be required to pay for the items** immediately after award notification failure to which the contract award will be cancelled.
- 4.2 Tenderers who will not be awarded the contract will be notified immediately the awarded tenderer/s pays for the item/s.
- 4.5 Awarded tenderer will be required to collect the item/s immediately after making the payment failure to which the award will be cancelled.
- 4.6 **If an item/s is/are tendered for below the reserve or forced sale prices or at a price deemed not within the prices, it may be retained by GDFCS and the tender declared unresponsive.**
- 4.7 Where two or less offers are received for the item/s, GDFCS reserves the prerogative of determining the responsiveness or otherwise of the tender. Where it determines it is not responsive, it will cancel the procurement proceedings and will not be liable to any tenderer for such action.

**Form of Tender (Must be duly filled)**

Date: .....

Tender No. ....

To: Githunguri Dairy Farmers' Co-op Society Ltd

Gentlemen and/or Ladies:

1. Having examined the tender document for tender number.....  
I/we the undersigned, offer to purchase and collect the item/s sold to us in conformity with the said tender documents for the sum stated on the Schedule of Prices attached herewith and made part of this Tender or such other sums as may be ascertained in accordance with the same.

2. I/We undertake, if our Tender is accepted, to pay for and collect the item/s in accordance with the requirements of the tender.

3. I/We agree to abide by the tender for a period of .....90..... days from the date fixed for tender opening in the Invitation to tender, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. I/We understand that you are not bound to accept the highest or any tender that you may receive and you may cancel the tender without incurring any liability to us/me.

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

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

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

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