



# NATIONAL CEREALS AND PRODUCE BOARD

Leaders in Trade & Management of Agricultural Commodities

**TENDER NO. NCPB/P. P BAGS/MAIZE/04/2026-2027 FOR SUPPLY AND DELIVERY OF BRANDED NEW POLYPROPYLENE BAGS X 50KG FOR BAGGING MAIZE.**

**ALL TENDERERS ARE ADVISED TO CAREFULLY READ THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID.**

**TENDER DOCUMENT FOR SUPPLY OF GOODS**

**SUBMISSION DEADLINE – FRIDAY 23<sup>RD</sup> OCTOBER, 2026 AT 12:00 NOON**

**NATIONAL CEREALS AND PRODUCE BOARD  
NYUMBA YA NAFKA  
MACHAKOS/ENTERPRISE ROADS  
INDUSTRIAL AREA  
P.O. BOX 30586  
NAIROBI**

**Telephone: +254-020-6536028, +254-723030399**

**Email: [supplies@ncpb.co.ke](mailto:supplies@ncpb.co.ke)**

**Website: [www.ncpb.co.ke](http://www.ncpb.co.ke)**



10. **Prices**

Offered Price should be inclusive of all taxes, duties, levies and delivery costs to the **NCPB depots** and shall remain valid for **One hundred and Fifty (150) days** from the closing date of the tender.

11. **Opening of submitted Tenders**

Tenders will be opened promptly thereafter at 12:00 noon on **23<sup>rd</sup> October, 2026** in the presence of the Tenderer's or their representatives who choose to attend at NCPB Gilfillan Hall Machakos/Enterprise roads, Industrial area, Nairobi.

**NOTES TO TENDERERS**

**Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All registered Tenderers must provide a valid Tax Compliance Certificate from the Country of Origin.**

**A. Address for Submission of Tenders.**

- 1) National Cereals & Produce Board
- 2) Postal Address 30586 – 00100, NAIROBI
- 3) Physical address for hand Courier Delivery to a Tender Box at the reception area of NYUMBA YA NAFKA in Industrial Area along enterprises/Machakos Road, or at the office of Head of Procurement Services, ground floor, door no. G.54 for bulk documents.

**B. Address for Opening of Tenders.**

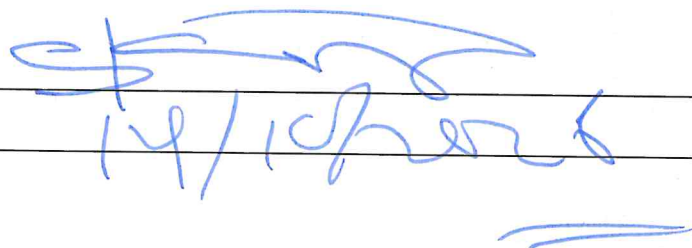
- 1) National Cereals & Produce Board
- 2) National Cereals and Produce Board, Head Office (NYUMBA YA NAFKA) in Industrial Area along Enterprises / Machakos Roads at Gilfillan hall

  
CPA SAMUEL K. NDUNG'U

CHIEF EXECUTIVE OFFICER

Signature \_\_\_\_\_

Date \_\_\_\_\_





NCPB IS ISO 9001:2015 CERTIFIED

- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - receives or has received any direct or indirect subsidy from another Tenderer; or
  - has the same - representative or ownership as another Tenderer; or
  - has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
  - or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website [www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.



### **PART 3: Contract**

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

- 52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **6 Clarification of Tendering Document**

- 61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 5.3. Minutes shall not identify the source of the questions asked.
- 65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **7 Amendment of Tendering Document**

- 71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.4. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 6.5.
- 73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.



### 13. Tender Prices and discounts

- 13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.
- 132 All lots (contracts) must be listed and priced separately in the Price Schedules.
- 133 The price to be quoted in the Form of Tender in accordance with ITT11.1 shall be the total price of the Tender, including any discounts offered.
- 134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
    - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
    - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
    - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
  - b) For Goods manufactured outside Kenya, to be imported:
    - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
    - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
  - c) For Goods manufactured outside Kenya, already imported:
    - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
    - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
    - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and



Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 23.

173 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

#### 18. Tender Security

181 The Tenderer shall furnish as part of its Tender, a Tender Security of **Kshs. 400,000.00 (Four Hundred Thousand)** as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) a bank guarantee;
- ii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iii) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

188 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:



- a) Specify in the **TDS where** such documents should be received.
  - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
  - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.
- 21. Deadline for Submission of Tenders**
- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the **TDS**. When so specified in the **TDS**, Tenderers shall not have the option of submitting their Tenders electronically.
- 212 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Tenders**
- 22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 23. Withdrawal, Substitution, and Modification of Tenders**
- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
  - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 21.1.
- 233 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 234 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.
- 24. Tender Opening**
- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the **TDS**.
- 242 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 243 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding



## 27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## 28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28. A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
  - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## 29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

## 30. Arithmetical Errors

30.1 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.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal



- 333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 335 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
  - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

#### **34 Comparison of Tenders**

- 34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

#### **35 Abnormally Low Tenders**

- 35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

#### **36 Abnormally High Tenders**

- 36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written



**41. Procuring Entity's Right to Vary Quantities at Time of Award**

- 41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.

**42. Notice of Intention to enter into a Contract**

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in I above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

**43. Standstill Period**

- 43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

- 43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

**44. Debriefing by the Procuring Entity**

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

**45. Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

**46. Signing of Contract**

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

**47. Performance Security**

- 47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined



## SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

| ITT Reference                               | Particulars Of Appendix To Instructions To Tenders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. General</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ITT 1.1                                     | The reference number of the Invitation for Tenders is: <b>NCPB/P.P BAGS/MAIZE/RT/04/2026-2027.</b><br><br>The Procuring Entity is: <b>NATIONAL CEREALS AND PRODUCE BOARD</b><br><br>The name of the Contract is: <b>SUPPLY AND DELIVERY OF BRANDED NEW POLYPROPYLENE BAGS X 50KG FOR BAGGING MAIZE.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ITT 3.1                                     | Maximum number of members in the Joint Venture (JV) shall be: <i>[N/A]</i><br><br>A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>B. Contents of Tendering Document</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ITT 6.1                                     | (a) Address where to send enquiries is <a href="mailto:supplies@ncpb.co.ke">supplies@ncpb.co.ke</a> or <a href="mailto:ncpbsupplies@gmail.com">ncpbsupplies@gmail.com</a> to reach the Procuring Entity not later than 4 days before closing of the tender<br>(b) The Procuring Entity publish its response at the website <a href="http://www.ncpb.co.ke">www.ncpb.co.ke</a>                                                                                                                                                                                                                                                                                                                                                           |
| <b>C. Preparation of Tenders</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ITT 12.1                                    | Alternative Tenders <i>“shall not be”</i> considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| ITT 13.5                                    | The prices quoted by the Tenderer <i>“shall not”</i> be subject to adjustment during the performance of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| ITT 13.8 (a) (i) and (iii)                  | Place of final destination: <i>[National Cereals and Produce Board – Eldoret, Moi's Bridge, Nakuru Silos and Nairobi Silos see Annex 1, attached]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| ITT 14.2                                    | Foreign currency requirements <b>not allowed.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ITT 16.2 (a)                                | Manufacturer's authorization is: <i>[ “Not required” ]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ITT 16.2 (b)                                | After sales service is: <i>[ “not required” ]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ITT 17.1                                    | The Tender validity period shall be <i>[150 days as of the deadline for Tender submission]</i> days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ITT 18.1                                    | A Tender Security <i>“shall be”</i> required.<br>A Tender-Securing Declaration <i>“shall not be”</i> required<br>Tender Security shall be required, in the amount and currency of the <b>Kshs. 400,000.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ITT 19.1                                    | In addition to the original Tender, the number of copies is: <i>[one (1) copy]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| ITT 19.3                                    | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>[power of attorney].</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>D. Submission and Opening of Tenders</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ITT 20.3                                    | A tender package or container that cannot fit in the tender box shall be received as follows: <b>at the office of the Head of Procurement Services door G54 ground floor.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ITT 21.1                                    | For <b>Tender submission purposes only</b> , the Procuring Entity's address is: <i>[National cereals and Produce Board, P.O BOX 30568 – 00100 NAIROBI]</i><br>Attention: <i>[The Chief Executive Officer]</i><br>Postal Address: <i>[P.O BOX 30586 – 00100 NAIROBI]</i><br>Physical Address: <b>Nyumba Ya Nafaka, in industrial area along Machakos/ Enterprise Road, Nairobi.</b><br>Telephone: <i>[0723 030 399]</i><br>Electronic mail address: <i>[supplies@ncpb.co.ke or ncpbsupplies@gmail.com]</i><br><br><b>The deadline for Tender submission is:</b><br>Date: <b>23<sup>RD</sup> OCTOBER, 2026/</b><br>Time: <i>[12.00 noon.]</i><br>Tenderers <i>“shall not”</i> have the option of submitting their Tenders electronically. |
| ITT 24.1                                    | The Tender opening shall take place at:<br>Attention: <i>[National Cereals and Produce Board]</i><br>Postal Address: <i>[P.O Box 30586 – 00100 Nairobi]</i><br>Physical Address: <b>Nyumba Ya Nafaka in industrial area along Machakos/ enterprise road Gilfillian Hall.</b><br>Date: <b>23<sup>RD</sup> OCTOBER, 2026/</b><br>Time: <i>[12.00 noon]</i>                                                                                                                                                                                                                                                                                                                                                                                |



## 1. Evaluation of Tenders

### Part 1. Preliminary Evaluation Criteria. These are MANDATORY REQUIREMENTS.

Bids not meeting all the mandatory requirements will receive no further consideration during the evaluation process. The bidders shall be required to provide the following: -

| No. | Mandatory Requirement                                                                                                                                                                                                                                                     | Yes/No |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.  | Copy of Certificate of Incorporation/Registration from country of Origin                                                                                                                                                                                                  |        |
| 2.  | <b>Valid</b> Tax Compliance Certificate issued by Kenya Revenue Authority (will be confirmed online with TCC Checker).                                                                                                                                                    |        |
| 3.  | <b>Dully</b> filled, signed and stamped Confidential Business Questionnaire.                                                                                                                                                                                              |        |
| 4.  | Copy of recent CR 12 form for local companies (Issued within the <b>last six (6) months from the Tender Opening Date</b> ).                                                                                                                                               |        |
| 5.  | Original copy of Tender Security of <b>Kshs. 400,000.00 (Four hundred thousand)</b> from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority valid up to <b>150 days from the tender closing date</b> . |        |
| 6.  | Audited Financial Statements for the last three (3) years i.e. 2023,2024&2025 and a copy of the <b>Audit firm valid ICPAK practicing license for year 2025</b> .                                                                                                          |        |
| 7   | Provide letter of commitment that the PP bags shall be delivered to designated NCPB silos in consideration.                                                                                                                                                               |        |
| 8   | <b>Duly</b> completed, signed and stamped form of tender.                                                                                                                                                                                                                 |        |
| 9   | Duly completed, signed and stamped Declaration Forms:-                                                                                                                                                                                                                    |        |
|     | i. Certificate of independent tender determination                                                                                                                                                                                                                        |        |
|     | ii. Self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 (Form SD1).                                                                                                                             |        |
|     | iii. Self -declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (Form SD2).                                                                                                                                                         |        |
|     | iv. Declaration and commitment to the code of ethics.                                                                                                                                                                                                                     |        |
| 10  | Serialization of the tender documents – <b>All pages</b> of the tender document submitted shall be <b>sequentially</b> serialized.                                                                                                                                        |        |
| 11  | Schedule of Guaranteed Technical Particulars as per Technical Specifications.                                                                                                                                                                                             |        |
| 12  | <b>Provide two (2) sample of the polypropylene bags tendered for (The sample shall accompany the bid document)</b> . The samples shall comply with technical specifications (clause 1.2.1 of Section V - Schedule of Requirements)                                        |        |



**Part 2. TECHNICAL EVALUATION CRITERIA**

|    | Item of evaluation                                                                                                                                                                                                                                                                                                                                              | SCORE     |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. | <b>Track record and references</b><br>List of at least four (4) reputable corporate clients where similar commodities have been supplied in the past in form of copies of LPOs or contracts. Each evidence must be accompanied by <i>Completion certificate or delivery notes signed and stamped by the client.</i><br><b>(Each reference – 10 marks)</b>       | <b>40</b> |
| 2. | <b>Years in business</b><br>i. 5 years and above <b>(10 marks)</b><br>ii. 4 years or more but less than 5 years <b>(8 marks)</b><br>iii. 3 years or more but less than 4 years <b>(6 marks)</b><br>iv. 2 years or more but less than 3 years <b>(4 marks)</b><br>v. 1 years or more but less than 2 years <b>(2 marks)</b><br>vi. Below 1 year <b>(0 marks)</b> | <b>10</b> |
| 3. | Average volume of business handled in years: 2023, 2024 & 2025<br>i. Over Kshs. 50 million <b>(10 marks)</b><br>ii. Over Kshs. 40 million and below 50 million <b>(9 marks)</b><br>iii. Over 30 million and below 40 million <b>(8 marks)</b><br>iv. Over 20 million and below 30 million <b>(7 marks)</b><br>v. Below 20 million <b>(6 marks)</b>              | <b>10</b> |
| 4. | <b>Financial health</b> (To be calculated from submitted audited accounts) (20 marks)                                                                                                                                                                                                                                                                           |           |
|    | <b>a. Liquidity Ratio</b><br>i. 1:1 and above <b>(10 marks)</b><br>ii. Above 0.5:1 to below 1:1 <b>(9 marks)</b><br>iii. Below 0.5:1 <b>(8 marks)</b>                                                                                                                                                                                                           | <b>10</b> |
|    | <b>b. Profitability Ratio</b><br>i. 10% and above <b>(10 marks)</b><br>ii. Above 5% - below 9% <b>(9 marks)</b><br>iii. Above 1% - below 5% <b>(8 marks)</b><br>iv. Below 1% <b>(7 marks)</b>                                                                                                                                                                   | <b>10</b> |
|    | <b>Total Score</b>                                                                                                                                                                                                                                                                                                                                              | <b>80</b> |

The guiding criteria are as depicted below:

**Note:**

- ✓ **Profitability Margin** =  $\text{EBIT} / \text{Gross Revenue or Sales} \times 100\%$
- ✓ **Current Ratio** =  $\text{Current Assets} / \text{Current Liabilities}$
- ✓ **EBIT** = Earnings Before Interest and Taxes
- ✓ NB: Only bidders that attain a score equal to or above **60** of the marks applicable to the technical evaluation stage shall proceed to the stage of comparison of financial offers.



- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

## **OPTION 2**

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

### **225. Alternative Tenders**

**(ITT 12.1)** *An alternative if permitted under ITT 12.1, will be evaluated as follows: [insert one of the following]*

“A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.” or

“A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.”

## **3. MARGIN OF PREFERENCE**

- 3.1** If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 3.2** The margin of preference will be applied in accordance with, and subject to, the following provisions:
- a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
  - b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Responsive tenders shall be classified into the following groups:
    - i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and  
(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
    - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
  - c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
  - d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
  - e) All evaluated Tenders in each group will then be compared to determine the lowest



\_\_\_\_\_ (Insert number) of contracts of similar Goods in the last \_\_\_\_\_ (specify number) each contract costing at least Kenya shillings \_\_\_\_\_ equivalent and involving a supply of at least \_\_\_\_\_ percentage of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.

- iii) (Optional) The installed capacity to manufacture number of items (specify the relevant item number) shall not be less than \_\_\_\_\_ units per \_\_\_\_\_ (specify week or month).

**c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)**

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last \_\_\_\_\_ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

**42 If Tenderer is a Supplier:**

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings \_\_\_\_\_
- ii) Minimum average annual supply turnover of Kenya Shillings \_\_\_\_\_ [insert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years, divided by [insert number of years] years.
- iii) Has satisfactorily and substantially completed at least \_\_\_\_\_ (specify number) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings \_\_\_\_\_ equivalent.

**43 History of non-performing contracts:**

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last \_\_\_\_\_ (specify years). The required information shall be furnished as per form CON-2].

**44 Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

**4.6. Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ (specify years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.



## SECTION IV - TENDERING FORMS

### 1. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

#### INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission]

Tender Name and Identification:.....[insert identification]

Alternative No.:.....[insert identification No if this is a Tender for an alternative]

To: ..... [Insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications for the above named goods, we, the undersigned offer to supply and deliver for the sum of Kenya Shillings [[Amount in figures]\_\_\_\_\_Kenya Shillings [amount in words]\_\_\_\_\_.
- The above amount includes foreign currency amount (s) of [state figure or a percentage and currency] [figures] \_\_\_\_\_[words]\_\_\_\_\_.
- The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until \_\_\_\_\_[Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: [insert a brief description of the Works];
  - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: [Insert one of the options below as appropriate]
  - vi) Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]; Or



- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption"** attached to the Form of Tender.

**Name of the Tenderer:** \*[insert complete name of person signing the Tender]

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** \*\*[insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:** [insert complete title of the person signing the Tender]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Notes**

\* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.



## SELF-DECLARATION FORMS

### FORM SD1

#### SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I ..... of Post Office  
Box.....being a resident of ..... in the  
Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... (*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp



## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of  
(*Name of the Business/ Company/Firm*)..... declare that  
I have read and fully understood the contents of the Public Procurement & Asset Disposal  
Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement  
and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating  
in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name .....

Sign.....

Date.....



or indirectly, any party or the property of the party to influence improperly the actions of a party;

- v) "obstructive practice" is:
- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

## a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

### A. Tenderer's details

|    | ITEM                                                                                                                                                                                 | DESCRIPTION                                                                                                                  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1  | Name of the Procuring Entity                                                                                                                                                         |                                                                                                                              |
| 2  | Reference Number of the Tender                                                                                                                                                       |                                                                                                                              |
| 3  | Date and Time of Tender Opening                                                                                                                                                      |                                                                                                                              |
| 4  | Name of the Tenderer                                                                                                                                                                 |                                                                                                                              |
| 5  | Full Address and Contact Details of the Tenderer.                                                                                                                                    | 1. Country<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>7. Name and email of contact person. |
| 6  | Current Trade License Registration Number and Expiring date                                                                                                                          |                                                                                                                              |
| 7  | Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency                                                      |                                                                                                                              |
| 8  | Description of Nature of Business                                                                                                                                                    |                                                                                                                              |
| 9  | Maximum value of business which the Tenderer handles.                                                                                                                                |                                                                                                                              |
| 10 | State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange |                                                                                                                              |

### General and Specific Details

#### b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_

Age \_\_\_\_\_ Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

#### c) Partnership, provide the following details.

|  | Names of Partners | Nationality | Citizenship | % Shares owned |
|--|-------------------|-------------|-------------|----------------|
|  |                   |             |             |                |
|  |                   |             |             |                |
|  |                   |             |             |                |

#### (d) Registered Company, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....



## TENDERER'S JV MEMBERS INFORMATION FORM

*[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].*

Date:.....*[insert date (as day, month and year) of Tender submission].*

**Tender Name and Identification:**.....*[insert identification Alternative No.:.....[insert identification No if this is a Tender for an alternative].*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6. Tenderer's JV Member's authorized representative information<br>Name: <i>[insert name of JV's Member authorized representative]</i><br>Address: <i>[insert address of JV's Member authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i><br>Email Address: <i>[insert email address of JV's Member authorized representative]</i>                                                                                                                                                                                       |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.<br><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



**FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_  
**Request for Tenders No:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**TENDER GUARANTEE No.:** \_\_\_\_\_  
**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]



## FORM OF TENDER-SECURING DECLARATION

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of .....*[insert number of months or years]* starting on .....*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)  
.....

Name: .....

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]*. Dated on ..... day of..... *[Insert date of signing]*.

Seal or stamp.



## PARTICULARS

### 1.2.1 Technical Specifications

[Procuring Entity to complete Columns a-d and Tenderer to complete Column E Indicating YES or No and if NO indicate the specification of the offered item]

| Item no. | Description of Goods                                                                                                                   | Quantity    | Technical Specifications (Provided by procuring entity)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Conformity with technical specifications (To be completed by tenderer with YES or NO) |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| A        | B                                                                                                                                      | C           | D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | E                                                                                     |
| 01       | New branded Polypropylene bags x 50 kg. Branded <b>WHITE MAIZE</b> , with <b>NCPB Logo and address</b> with ample space for stitching. | 500,000 pcs | <b>Product's Name:</b> New Branded Polypropylene bags x 50 kg. branded <b>WHITE MAIZE</b> , with <b>NCPB Logo and Address</b> with ample space for stitching.<br><b>Quantity:</b> 500,000 pcs<br><b>Width:</b> Minimum 60 cm ± 3cm<br><b>Length:</b> Minimum 100 cm ± 2cm<br><b>Weight:</b> Minimum 100± 2gms<br><b>Stitch at hem:</b> <b>Bottom</b> -Double stitched<br><b>Top</b> - Double stitched or heat cut<br><b>Colour:</b> Natural white (branded with NCPB logo in colours i.e. emerald green and canary yellow)<br><b>Stitches per 10cm:</b> 12 (minimum)<br><b>Mass in g/m<sup>2</sup>:</b> 80 (minimum)<br>Be of sound texture and workmanship.<br>Ultra-violet rays tolerant.<br>Be anti-slip to prevent slippage when stacked to high heights.<br>Be of good tensile strength (breaking point) and resistant to tearing when bagged.<br>Double stitched and hemmed at the mouth or or heat cut<br><b>Artwork to be provided by procuring entity</b> |                                                                                       |



## **2. Interpretation**

2.1. If the context so requires it, singular means plural and vice versa.

### **2.2. Incoterms**

a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

## **3. Contract Documents**

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

## **4. Fraud and Corruption**

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **4.1 Entire Agreement**

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### **4.2 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### **4.3 Non-waiver**

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.



## **10. Settlement of Disputes**

- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

### **10.2 Arbitration proceedings shall be conducted as follows:**

- 1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.
- 1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

### **10.3 Arbitration Proceedings**

- 1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Kenya National Chamber of Commerce
  - ii) Chartered Institute of Arbitrators (Kenya Branch)
  - iii) The Law Society of Kenya
- 1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

### **10.3 Alternative Arbitration Proceedings**

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.



## 15. Contract Price

- 151 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.
- 152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## 16. Terms of Payment

- 161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

## 17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## 18. Performance Security

- 181 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 183 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.
- 184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.



specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

### **23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

### **24. Insurance**

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

### **25. Transportation and Incidental Services**

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

### **26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including



and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

- 284 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 285 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 286 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 292 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 293 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 294 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 295 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.



- 334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
  - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
  - c) a description of any effect(s) of the change on performance/functionality.
- 335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
  - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
  - c) improves the quality, efficiency or sustainability of the Goods; or
  - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 336 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
  - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### 34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### 35. Termination

##### 35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
  - ii) if the Supplier fails to perform any other obligation under the Contract; or
  - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC 1.1(h)          | The Procuring Entity is: <i>[National Cereals and Produce Board]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| GCC 4.2 (b)         | The version edition of Incoterms shall be <i>INCOTERMS 2021</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| GCC 8.1             | For <b>notices</b> , the Procuring Entity's address shall be:<br>Attention: <i>[ The Chief Executive Officer]</i><br>Postal address (P.O Box 30586 – 00100 Nairobi)<br>Physical Address (Nyumba ya Nafaka in industrial area along Machakos/Enterprise road )<br>Telephone: <i>[0723 030 399]</i><br>Electronic mail address: <i>[supplies@ncpb.co.ke or ncpsupplies@gmail.com]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| GCC 10.4.2          | The place of arbitration shall be Kenya.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| GCC 15.1            | The prices charged for the Goods supplied and the related Services performed " <i>shall not,</i> " be adjustable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| GCC 16.1            | <b>Sample provision</b><br><br>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br><b>A. Payment of local currency portion of a foreign Supplier shall be made in Kenya shillings</b> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.<br><b>B. Payment for Goods and Services supplied from within Kenya:</b><br><br>Payment for Goods and Services supplied from within Kenya shall be made in <i>[Kenya Shilling]</i> , as follows:<br><br>(i) <b>Advance Payment:</b> Advance payment shall not be accepted by the National Cereals and Produce Board.<br><br>(ii) <b>On Acceptance:</b> The supplier shall be paid the redeemed component to the supplier's bank account within two weeks the subsidy component shall be paid once the Government releases the funds. |
| GCC 18.1            | A Performance Security <i>[ "shall" be required]</i><br><br><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity's perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| GCC 18.3            | If required, the Performance Security shall be in the form of: <i>[insert "a Demand Guarantee" or "a Performance Bond"]</i><br><br>If required, the Performance security shall be denominated in <i>[insert "a freely convertible currency acceptable to the Procuring Entity" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| GCC 18.4            | Discharge of the Performance Security shall take place: <i>[ insert date if different from the one indicated in sub clause GCC 18.4]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



## SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.



| S/No. | Name of Tender | Tender Price as read out | Tender's evaluated price (Note a) | One Reason Why Not Evaluated |
|-------|----------------|--------------------------|-----------------------------------|------------------------------|
| 1     |                |                          |                                   |                              |
| 2     |                |                          |                                   |                              |
| 3     |                |                          |                                   |                              |
| 4     |                |                          |                                   |                              |
| 5     |                |                          |                                   |                              |
|       |                |                          |                                   |                              |

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: \_\_\_\_\_ [insert full name of person, if applicable]
  - ii) Title/position: \_\_\_\_\_ [insert title/position]
  - ii) Agency: \_\_\_\_\_ [insert name of Employer]
  - iii) Email address: \_\_\_\_\_ [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: \_\_\_\_\_ [insert full name of person, if applicable]
  - ii) Title/position: \_\_\_\_\_ [insert title/position]
  - iii) Agency: \_\_\_\_\_ [insert name of Employer]
  - iv) Email address: \_\_\_\_\_ [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).



**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW (r.203 (1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN.....APPLICANT**

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED ..... (Applicant) Dated on.....day of ...../...20.....

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**



## FORM NO. 4 - CONTRACT AGREEMENT

*[The successful tenderer shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made the \_\_\_\_\_ *[insert: number]* day of \_\_\_\_\_ *[insert: month]*, *[insert: year]*. BETWEEN (1) \_\_\_\_\_ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) \_\_\_\_\_ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at \_\_\_\_\_ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz.,  
*[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:
  - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
    - a) the Letter of Acceptance
    - b) the Letter of Tender
    - c) the Addenda Nos. \_\_\_\_\_ (if any)
    - d) Special Conditions of Contract
    - e) General Conditions of Contract
    - f) the Specification (including Schedule of Requirements and Technical Specifications)
    - g) the completed Schedules (including Price Schedules)
    - h) any other document listed in GCC as forming part of the Contract
  - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

### **For and on behalf of the Procuring Entity**

Signed: \_\_\_\_\_ *[insert signature]* in the capacity of \_\_\_\_\_ *[insert title or other appropriate designation]* In the presence of \_\_\_\_\_

\_\_\_\_\_ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: \_\_\_\_\_ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of \_\_\_\_\_

\_\_\_\_\_ *[insert title or other appropriate designation]* in the presence of \_\_\_\_\_

\_\_\_\_\_ *[insert identification of official witness]*



**FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]**

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]  
[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [insert name and Address of Employer] **Date:** \_\_\_\_\_  
[Insert date of issue]

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_ [Insert name and address of place of issue, unless indicated in the letterhead]

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Oblige (hereinafter called "the Employer") in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
  - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_



**FORM NO. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement*

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to:  
\_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

|                          | Details of all Beneficial Owners                  |  | % of shares a person holds in the company Directly or indirectly | % of voting rights a person holds in the company | Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)                                                  | Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)                                                                                               |
|--------------------------|---------------------------------------------------|--|------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                       | Full Name                                         |  | Directly-----% of shares                                         | Directly.....% of voting rights                  | 1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer:<br>Yes<br>Yes-----No-----<br><br>2. Is this right held directly or indirectly?:<br>Direct.....<br>Indirect..... | 1. Exercises significant influence or control over the Company body of the Company (tenderer)<br>Yes ----No---<br><br>2. Is this influence or control exercised directly or indirectly?<br>Direct.....<br>Indirect..... |
|                          | National identity card number or Passport number  |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Personal Identification Number (where applicable) |  | Indirectly----% of shares                                        | Indirectly-----% of voting rights                |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Nationality                                       |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Date of birth [dd/mm/yyyy]                        |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Postal address                                    |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Residential address                               |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Telephone number                                  |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Email address                                     |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
| Occupation or profession |                                                   |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
| 2.                       | Full Name                                         |  | Directly-----% of shares                                         | Directly.....% of voting rights                  | 1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer:<br><br>Yes ----No----<br><br>2. Is this right held directly or indirectly?:                                     | 1. Exercises significant influence or control over the Company body of the Company (tenderer)<br>Yes ----No----<br><br>2. Is this influence or control exercised                                                        |
|                          | National identity card number or Passport number  |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Personal Identification Number (where applicable) |  | Indirectly----% of shares                                        | Indirectly-----% of voting rights                |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Nationality(ies)                                  |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Date of birth [dd/mm/yyyy]                        |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Postal address                                    |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|                          | Residential address                               |  |                                                                  |                                                  |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |



# REQUISITION

CEREALSJMUGO

17-Aug-2026

Requisition No. 80A4075543

Requisition Date 17-Aug-2026

Requested By James Ngure

Due Date 17-Aug-2026

Variation PROCUREMENT OF PP BAGS X 50 KG

Budget Center Chief Accountant

WAREHOUSING & Hub

For Filing

| No.   | Description       | Function | Budget Center | Quantity | Unit Price (LCY) | Total Cost (LCY) | Allocation to Date | Balance       |
|-------|-------------------|----------|---------------|----------|------------------|------------------|--------------------|---------------|
| 00080 | Gunnies Purchases | 1        | L1007         | 500,000  | 40.00            | 20,000,000.00    | 20,000,000.00      | 20,000,000.00 |
|       |                   |          |               |          |                  | 20,000,000.00    |                    |               |

Approvers

| Submitted On | Submitted At | Action By | Action Date | Action Time | Action Taken |
|--------------|--------------|-----------|-------------|-------------|--------------|
|--------------|--------------|-----------|-------------|-------------|--------------|

\*\*\* TWENTY MILLION AND 0/100

Prepared By CEREALSJMUGO Sign

Checked By P. Kanchie Sign

Authorized By (MA) J. B. Mwangi Sign

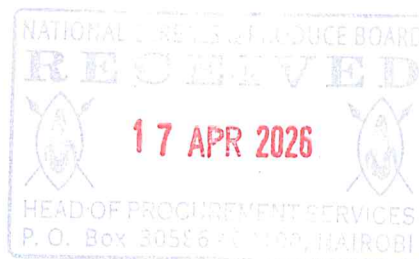
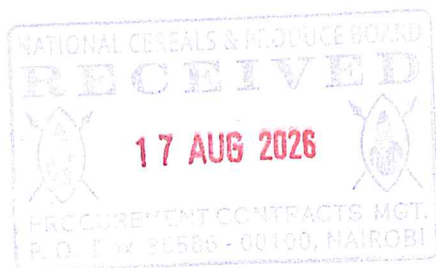
Issued By (FM) Jim Eicher Sign

Approved By (PM) N. Wanjau Sign

Date 12/08/26  
 Date 17/08/2026  
 Date 17/8/26  
 Date 17/8/26  
 Date 18/8/26

Att: Mahen,  
With the documents  
in state. Sincerely PTA/11

~~2026/08/17~~



23/9/26

NCPB/PP BAGS/MATZE/02/2026 - 2027

# REQUISITION

CEREALSJMUGO

17-Aug-2026

equisition No. 80A4075543

equisition Date 17-Aug-2026

equested By James Ngure

ue Date 17-Aug-2026

laration PROCUREMENT OF PP BAGS X 50 KG

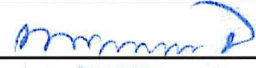
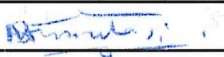
udget Center Chief Accountant

| o.   | Description       | Function | Budget Center | Quantity | Unit Price (LCY) | Total Cost (LCY) | Allocation to Date | Balance       |
|------|-------------------|----------|---------------|----------|------------------|------------------|--------------------|---------------|
| 0080 | Gunnies Purchases | 1        | L1007         | 500,000  | 40.00            | 20,000,000.00    | 20,000,000.00      | 20,000,000.00 |
|      |                   |          |               |          |                  | 20,000,000.00    |                    |               |

pprovers

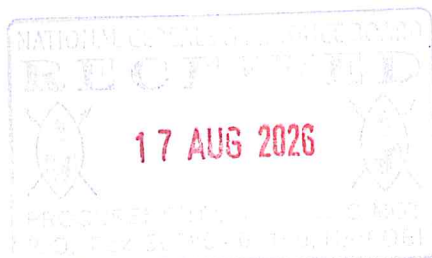
| Submitted On | Submitted At | Action By | Action Date | Action Time | Action Taken |
|--------------|--------------|-----------|-------------|-------------|--------------|
|--------------|--------------|-----------|-------------|-------------|--------------|

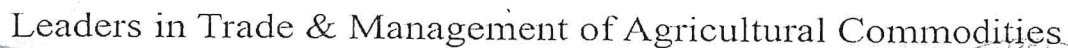
\*\* TWENTY MILLION AND 0/100

|                |                                                                                     |      |                                                                                      |      |            |
|----------------|-------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------|------|------------|
| pared By       | CEREALSJMUGO                                                                        | Sign |     | Date | 17/08/26   |
| icked By       |    | Sign |     | Date | 17/08/2026 |
| horized By(MA) |    | Sign |    | Date | 17/8/26    |
| sed By (FM)    |   | Sign |   | Date | 17/8/26    |
| proved By (PM) |  | Sign |  | Date | 18/8/26    |

HOPS

1/BPae guide on this paper  
Worked up from National Treasury  
Procurement of PP Bags





**DATE:** 13<sup>TH</sup> AUGUST, 2026

① Approved  
14/8/2026  
MANAGEMENT

**AG. HEAD OF WAREHOUSING & HUB MANAGEMENT**



L1007 FI  
500-80

OW  
Please wire a request for \$20,000 at est. rate of 10.5% 10/15/47