



**TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF SINDANO
RICE**

TENDER NO: NCPB/SR/04/2020 –2021

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

Website: www.ncpb.co.ke

SEGMENT ONE TECHNICAL BID

PART 1: INVITATION TO TENDER

The National Cereals & Produce Board (hereinafter referred to as "the Board" or "NCPB") invites bids from eligible cereals suppliers for supply and delivery of **50,000 x 50 Kg bags** of sindano rice.

The tender document with further detailed information may be obtained from **the office of the Procurement Manager** during normal working hours, between 9.00 am and 3.00 pm, **upon payment of non-refundable fee of Kshs. 1,000.00 (One thousand shillings)** per set in cash or **a banker's cheque** drawn in favour of National Cereals and Produce Board.

Bidders may also download details of the tender document free of charge from NCPB's website: www.ncpb.co.ke and procurement information portal: <http://supplier.treasury.go.ke/site/tenders.go/index.php/public/tender>. Bidders who opt to download the tender documents shall be required to send/e-mail their company names and contact details to the addresses provided in the tender document.

Interested eligible bidders may peruse the tender documents free of charge at the Procurement Manager's office during official working hours before purchasing their own set.

The completed tender document prepared in line with the instructions contained in **paragraph 4.0** should be submitted in a plain sealed envelope clearly marked in Bold Letters: **TENDER FOR SUPPLY AND DELIVERY OF MILLED SINDANO RICE - TENDER NO. NCPB/SR/04/2020 –2021** addressed to:-

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

and physically deposited in the tender box provided at the reception area of NCPB's Head Quarters, Nyumba ya Nafaka, situated along Machakos Road, Industrial Area - Nairobi so as to be received on or before **6th October 2020 at 12.00 noon. EAT**

Tenders shall be opened soon thereafter at the NCPB Gilfillan hall in the presence of interested bidders or their representatives who choose to attend.

Bidders are advised to send details of one representatives to attend bid opening, one day before the tender closing date to enable NCPB make necessary arrangements in compliance with MOH guidelines on Covid 19.

Bulky or large bid documents which cannot fit through the slot of the Tender Box must be delivered to the Office of the Manager, Procurement situated on the first floor of the above address.

Late tenders shall be rejected and returned un-opened.

Canvassing will lead to automatic disqualification

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

This Invitation for Tenders is open to all eligible suppliers. Successful tenderers shall supply the goods as specified in the tender document.

2.1.1 The procuring entity's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate in the tender.

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

2.2 Cost of Tendering

2.2.1 Bidders shall bear all costs associated with the preparation and submission of their tenders and under no circumstances will NCPB be responsible for those costs regardless of the outcome of the tendering process.

2.3. PRODUCT SPECIFICATIONS

The product description, quantity and quality requirements are as detailed below.

2.3.1. General requirements

a)	Product Name	:	Sindano rice
b)	Quality	:	Grade 1- KEBS specification for milled rice KS EAS 128:2017 or better (details below)
c)	Quantity	:	50,000 bags each weighing 50 Kgs
c)	Packing	:	The rice should be bagged in polypropylene or jute bags with a capacity to hold 50 Kgs of grain with ample Space for manual/machine stitching.

2.3.2. Quality requirements

The quality of the sindano rice must be grade 1 or better as per Kenya standards for milled rice KS EAS 128:2017 as tabulated below.

S/NO.	Characteristic	Grade Requirements/Limits (KS EAS 128:2017)	Test method EAS 901
		Grade 1	
1	Moisture Content %, m/m, max	14	Clause 5
2	Head Rice %, m/m, min	95	Clause 4
3	Broken kernels %, m/m, max.	5	
4	Chalky and immature kernels % m/m, max.	2	
5	Red or red streaked kernels %, m/m, max.	2	
6	Other contrasting rice varieties % m/m, max.	1	
7	Foreign matter, % m/m, max.	0.2	
	Inorganic matter, %m/m	0.1	
8	Paddy (grains per 1000) by count, (or	3	

S/NO.	Characteristic	Grade Requirements/Limits (KS EAS 128:2017)	Test method EAS 901
		Grade 1	
	%m/m), max.	(0.03)	
9	Filth, %,m/m	0.1	
10	Damaged grains %, m/m, max.	1.5	
11	Milling degree, min.	Well milled	

3.0 SAMPLE

- 3.0.1 The bid must be accompanied by a sample weighing at least 1kg clearly marked the tender number and the name of the bidding firm. The rice sample should be an accurate representation of what the tenderer will supply if awarded the contract.
- 3.0.2 The sample should be hand delivered and recorded in the register placed in the Manager Procurement's office. The sample is not returnable.
- 3.0.3 Any Bid not accompanied by a sample shall be deemed to be non-responsive and shall be disqualified.

4.0 SUBMISSION OF BIDS

- 4.0.1 The tenderer has been provided with various forms to complete.
- 4.0.2 It is the responsibility of the tenderer to ensure that he/she thoroughly goes through the information and instructions provided in this tender document to enable him/her adequately complete the bid document.
- 4.0.3 The bidder shall submit his/her bid as a **two envelope** tender.
- 4.0.4 The bidder shall submit bid documents **in two segments i.e. Segment one** will be the **technical bid** and **segment two** the **financial bid**.
- 4.0.5 **Segment one** which is the **technical bid** (Forms marked T1-T4) shall be submitted **in two sets** one which shall be the original document to be clearly marked "**Original Technical Bid**" and the other a **replica** of the original technical bid to be clearly marked "**Copy Technical bid**". The markings should be in capital, bold and prominent letters. *The two documents shall be enclosed in an envelope and sealed.*
- 4.0.6 **Segment two** which is the **Financial Bid** (Forms F1 and F2) shall be submitted in **two sets** one which shall be the original document to be clearly marked "**Original Financial Bid**" and the other a **replica** of the original financial bid to be clearly marked "**Copy Financial Bid**". The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed.
- 4.0.7 The bid shall be opened immediately after the closing of the tender in presence of the respective bidders representatives
- 4.0.7 All bids must be completed in indelible ink and signed by the tenderer or an authorized person. Any alteration and over writing should be initialled by the person signing the bid document. **Any bid not duly signed shall be considered non-responsive and shall be disqualified.**

- 4.0.8 Where the tenderer submits unsealed or improperly marked envelopes the bid will be disqualified and the Board will not assume any responsibility for the bids misplacement or mishandling.
- 4.0.9 The tenderer will bear the cost associated with preparation and submission of the bid and the Board will not be responsible for this cost or any other costs incurred by the bidder regardless of the outcome of the tender process.
- 4.0.10 Before the deadline for submission of tenders, the Board may modify the tender documents by issuing an addendum. Any addendum thus issued shall be part of the tender document and shall be communicated in writing to all tenderers.

5.0 BID PRICE

- 5.0.1 The financial bid should be quoted in Kenya Shillings and should include delivery **cost to NCPB-GCP stores in industrial area, Nairobi**. Bid prices must be inclusive of all statutory duties, levies and taxes and shall be valid for 120 days from the day the tender is opened.

6.0 TENDER SECURITY

- 6.1.1 Bids must be accompanied by a **Tender Security/Bid Bond** equal to **Kshs. 1,000,000 (Kenya shillings one million only)** and must be in the form of a bank guarantee or Insurance guarantee from Insurance companies **approved by PPRA**.
- 6.1.2 The bid security shall be valid for thirty (30) days beyond the original validity period of the tender or beyond any period of extension.
- 6.1.3 **The original bid security should be attached to the bid** and any unsecured tender will be rejected by NCPB as non-responsive.
- 6.1.4 Bid securities for unsuccessful bidders shall be discharged or returned after conclusion of the procurement process or on expiration of the period of tender validity prescribed herein.
- 6.1.5 The successful bidder's tender security will be discharged upon the bidder signing the contract and submitting a performance bond.
- 6.1.6 The tender security may be forfeited:-
- (a) If a bidder withdraws its bid during the period of tender validity Specified in the Tender Form; or
 - (b) If the successful bidder fails:-
 - (i) to sign the contract
 - (ii) to furnish the performance security in accordance with clause 7.1.1 of this tender document

7.0 PERFORMANCE SECURITY

- 7.1.1 Within fourteen (14) calendar days from notification of award of tender the successful bidder shall prior to signing of the contract furnish NCPB with a performance bond equal to ten percent (10%) of the contract sum valid for the entire period of the contract.
- 7.1.2 Such a performance bond must be issued through a reputable commercial bank resident in Kenya and should be in the format shown in form 5(2) of this tender document.
- 7.1.3 Failure of the successful tenderer to comply with the requirements of paragraph 7.1.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.
- 7.1.4 The proceeds of the performance bond shall be payable to NCPB as compensation for any loss resulting from the supplier's failure to discharge any of its obligations without prejudice to other remedies

8.0 INSPECTION

The Board's Inspection and Acceptance Committee shall inspect the products delivered to verify conformity with the specifications stipulated **under clause 2.3** and its findings and decision thereof shall be binding to the bidder.

9.0 PAYMENT TERMS

The Board shall pay the Supplier within thirty (30) days after invoicing for delivered and accepted goods.

10.0 AWARD AND CONTRACTING

- 10.1.1 The tender shall be awarded to the lowest bidder among those considered technically qualified .
- 10.1.2 The awarded tenderer shall be required to deliver the entire awarded quantity within the specified delivery period.
- 10.1.3 The Laws of Kenya shall be applicable to the formal contract.

11.0 VALIDITY OF OFFER

- 11.1.1 The bid price shall be valid for a minimum of one twenty (120) calendar days from the date of closing of the tender.
- 11.1.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 6.0 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

12.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

12.1.1 At any time prior to the deadline for submission of tenders the Board for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender document by issuing an addendum.

12.1.2 Clarifications may be sought from the Board's Procurement Manager using any one of the following communication facilities:-

- i) Email address: supplies@ncpb.co.ke OR ncpbsupplies@gmail.com
- ii) Tel: +254-020-6536028

12.1.3 All tenderers who have obtained the tender documents will be notified of the amendment through NCPB website and such amendment will be binding on them. Tenderers are advised to regularly visit the NCPB website during the bidding period for any amendment.

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

12.1.5 Tenderers seeking clarification of the tender may notify NCPB in writing through email not later than four (4) days prior to the deadline for submission of tenders using the aforementioned communication channels. Written copies of NCPB's response (including an explanation of the query but without identifying the source of inquiry) will be posted on the NCPB website for all prospective tenderers to see.

12.1.6 NCPB shall reply to any clarification sought by the tenderer within two (2) days of receiving the request to enable the tenderer to make timely submission of its tender.

12.1.7 After the bids have been opened, the Board may seek clarification on the bid submitted at its discretion. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

13.0 GUIDES TO EVALUATION CRITERIA.

13.1.1 Mandatory requirements

- a) Bids must be accompanied by **sample** submitted in accordance with clause 3.0 of the tender document.
- b) The submitted sample shall be analysed at NCPB's laboratory and must comply fully with the specifications provided in Section 2.3 of this tender document.
- c) The original tender security equal to either **Kshs. 1,000,000 (one million only)** enclosed in the bid submitted.
- d) Copy of the company's registration/ incorporation certificate.
- e) Copy of valid tax compliance certificate issued by Kenya Revenue Authority (KRA).

- f) Copies of valid Audited Accounts for two financial year's i.e. 2017/2018 and 2018/2019. The accounts must be prepared in accordance to International Accounting Standards (IAS).
- g) Duly filled delivery period commitment Form (form T3a) for entire quantity of sindano rice **(this shall form part of the contract under contract duration)**
- h) Duly completed, signed and stamped declaration forms T3a, T3b, T3c and T3d.

13.1.2 Technical Evaluation

The technical evaluation shall be based on the following scoring criteria: -

1	PAST PERFORMANCE SINCE 2011 UP TO NOW (30 MARKS)	MARKS
A	Three (3) evidences of past experience in supply of rice that were successfully delivered. Evidence must be in form of award letters and subsequent duly signed contracts from clients. One evidence = 5 marks (Attached evidence must be signed and stamped by client)	15
B	Five (5) evidences of past experience in general supplies that were successfully delivered. Evidence must be in form of award letters and subsequent duly signed contracts from clients. One evidence = 5 marks (Attached evidence must be signed and stamped by client)	25
2	Annual turnover for the last two years(2017/18 & 2018/19) (10mks) Over 500 million – 10 marks Over 300 million but less than 500 million- 7 marks Over 200million but less than 300 million- 5 marks Below 200 million – 3 marks	10
3	YEARS IN BUSINESS (10 MARKS)	
	10 years or more (10mks)	10
	5 years or more but less than 10 years (7mks)	
	3 years or more but less than 5 years (5mks)	
	1 year or more but less than 3 years (3mks)	
	Below 1 year (1mks)	
4	CURRENT RATIO (20 MARKS)	
	1 : 2 & above = 20 marks	20
	1 :1- 1.99 = 15 marks	
	1 : 0.5 – 0.99 = 10marks	
	1:< 0.5 = 5 marks	
5	PROFITABILITY MARGIN (20 MARKS)	
	20% and above =20marks	20
	15% - 19% = 15marks	
	10% - 14% = 10marks	
	1% -9% = 5 marks	
	TOTAL MARKS	100%

Note:

- ✓ **Profitability Margin** = EBIT / Gross Revenue or Sales X 100%
- ✓ **Current Ratio** = Current Assets / Current Liabilities
- ✓ **EBIT** = Earnings Before Interest and Taxes

Only tenderers that **score 70% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

(a) Comparison of financial offers

The technically qualified bidder with the lowest bid price shall be awarded the tender subject to the Board's rights and provided that the tenderer is determined to be qualified to perform the contract satisfactorily.

14.0 BOARD'S RIGHTS

14.1.1 NCPB reserves the right at the time of contract award to increase or decrease the quantity of sindano rice originally specified in the products specification in paragraph 2.3 without change of price or other terms and conditions.

14.1.2 NCPB reserves the right to accept or reject any tender and annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the concerned bidders or bearing any obligation to inform them of the grounds of NCPB's action

15.0 CORRUPT OR FRAUDULENT PRACTICES

15.1.1 All Tenderers must observe the highest standards of ethics during the tendering process. The Board will not enter into contract with any bidder who has engaged in corrupt or fraudulent practices during tendering process.

15.1.2 Canvassing in any form is strictly prohibited and will lead to automatic disqualification.

Yours faithfully,

NELSON WASWA
FOR.MANAGING DIRECTOR

Date_____

PART III - TECHNICAL BID FORMS

The forms under this section are an integral part in evaluating the technical qualification of each tenderer and should be submitted with the proposal.

FORM T1: SAMPLE WORDING FOR TENDER SECURITY (BID BOND)

To: National Cereals and Produce Board,
Nyumba ya Nafaka, Industrial Area,
P.O Box 30586- 00100,
NAIROBI
Date:.....

Tender No: NCPB/SR/04/2020 –2021, 50,000x 50kg bags of sindano rice.
Dear Sir/Madam,

(To be on the letterhead of the Bank)

WHEREAS (Hereinafter called "the Tenderer") has submitted his tender dated for the supply and delivery of (Name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at (hereinafter called "the Bank"), are bound unto (hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[Witness]

[Signature of the Bank]

[Seal]

FORM T2: CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the full particulars and disclosures sought for in this Business Questionnaire as far as it is applicable to your firm's type of business.

PART 1: GENERAL INFORMATION

- a) Name of Business:_____ Date of formation:_____ Postal address of business: _____ Tel No. _____
- b) Fax No. _____ E-mail add. _____
- c) Location of Business premises/Street/Road _____
- f) Plot No: _____
- g) State if premises is owned /rented/leased: _____
- h) If rented/leased confirm that rent is either up-to date or in arrears: _____
- i) Nature of business: _____
- j) Certificate of Incorporation Number (with copy attached): _____
- k) Current Trade License No: _____ Expiry date _____
- l) Business Turnover during the last 3 years: 2016: Kshs _____
2017 Kshs. _____ and 2018: Kshs _____
- m) Name of your local bankers: _____ Branch _____
- n) Provide proof of fulfilment and compliance with all statutory/legal requirements affecting/regarding your business
(Provide of copies of relevant certificates).
- o) Attach copies of latest Audited Accounts and Report of your company.

PART 2: BUSINESS PARTICULARS

(a) Sole proprietor

Names in full: _____ Age _____

Nationality: _____ Country of Origin _____

Citizenship Details: _____

(b) Partnership (if applicable)

Give details of all the partners of your company (including strategic partners) as follows:-

Name	Nationality	Citizenship Details	Shares Held
1.			
2.			
3.			
4.			
5.			

(c) Limited Liability Company/Corporation

16.0 Certificate of Incorporation No: _____

i) State the nominal and issued capital of company:

- Nominal Kshs _____
- Issued Kshs _____

ii) State last date annual returns were submitted to Registrar of Companies

iii) Give details of all Directors as follows:-

Name	Nationality	Citizenship Details	Shares Held
1.			
2.			
3.			

(d) Associated/Subsidiary Companies

Provide details of other business firms that your company has interests in.

Name of Company	Number of shares owned	% To Total Equity
1.		
2.		
3.		
4.		

Part 3 – Confirmation of Declarations made

I/We the undersigned certify that the information given in this form is true to the best of my/our belief and knowledge.

Full Names of
Authorized Official_____

Designation_____

Bidder's Signature &
Official Company Stamp_____

Date_____

NB: Completion of this form does not constitute a contract or commitment on the part of the Board to provide and/or guarantee offer of business

FORM T3: DECLARATION FORMS (NOs a, b and c)

T3(a) Delivery Schedule Declaration pledge

I/We the undersigned certify that if our offer is accepted by the Board, we will be able to supply the entire quantity of 50,000 bags x 50 Kgs of sindano rice after signing of the contract.

Full Names of Authorized Official_____

Designation_____

Bidder's Signature & Official Company Stamp_____

Date_____

T3(b) Information Declaration Form

I/We the undersigned certify that the information given in this Tender is true to the best of my/our belief and knowledge.

Full Names of Authorized Official_____

Designation_____

Bidder's Signature & Official Company Stamp_____

Date_____

T3(c) Anti-Corruption Declaration Commitment/ Pledge

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2015)

I/We/Messrs.....
of Street, Building, P .O. Box.....
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....
declare that I/We will not offer or facilitate, directly or indirectly, any inducement or
reward to any public officer, their relations or business associates in connection with
.....[Tender name] Tender No.
.....
for or in the subsequent performance of a contract if I/We am/are successful.

Date.....

Signed.....

Full name.....

Official Rubber Stamp.....

FORM T4: TRACK RECORD

Please provide information about sindano *rice* supplied by your firm over the past three years. Attach evidence of performance of the contracts either in the form of contract documents or local purchase orders up to a minimum of four (4).

NAME OF EMPLOYER	CONTRACT DESCRIPTION	TOTAL CONTRACT PRICE (KSHS)	VALUE COMPLETED AND CERTIFIED

SEGMENT TWO FINANCIAL BID FORMS NOT TO BE DISCLOSED AT THE TECHNICAL FORMS

PART IV- FINANCIAL BID FORMS

The forms under this section are an integral part in evaluating the financial attractiveness of each offer and should be submitted as part of the financial proposal.

FORM FI – PRICE SCHEDULE

The Financial Bid should be clearly completed. Erasures or over writings must be clearly countersigned by the person signing the tender.

Item Description	Estimated Quantity	Unit Price Kshs.	Total Price (Kshs).
Grade 1 or better – KEBS specifications (KS EAS 128:2017)	50,000 bags x 50 Kgs		

NB: the prices MUST be inclusive of all applicable government taxes and delivery cost to NCPB-GCP Stores in Nairobi

Price per Bag (unit price) in words

.....

Signature

Company Stamp

N/B: NCPB will be retailing the Sindano rice. As such quality and price shall be given utmost priority.

FORM F2: FORM OF TENDER

TO: National Cereals and Produce Board

_____ [Date]

Supply and Delivery of 50,000 bags x 50 Kgs of Sindano rice
Tender No. NCPB/SR/04/2020 –2021

Dear Sir,

1. In accordance with Tender No. NCPB/SR/04/2020 –2021 for Supply and Delivery 50,000 bags of *Milled Sindano rice* , we, the undersigned offer to supply and deliver the rice therein at Kshs. _____
per bag [Amount in figures] translating to a total of Kshs _____
[Amount in words]
2. We undertake, if our tender is accepted, to supply the rice as per the agreed schedule after signing of the contract, and to complete delivery within the time stated.
3. We agree to abide by this tender for a period of at least 90 days from the date the tender closes 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of
_____ [Name of Tenderer]
_____ [Address of Tenderer]

Witness:

Name _____

Address _____

Signature _____

Date _____

PART V: CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____
between.....[name of Procurement entity] of.....[Country of
Procurement entity] (Hereinafter called "the Procuring entity") of the one part
and..... [Name of tenderer] of..... [City and country of
tenderer] (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for supply of sindano rice and has
accepted a tender by the tenderer for the supply of those services in the sum
of..... [Contract price in words and figures]
(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and
construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the
tenderer as hereinafter mentioned, the tenderer hereby covenants with the
Procuring entity to provide the goods and to remedy defects therein in
conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of
the provision of the goods 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be
executed in accordance with their respective laws the day and year first above
written.

Signed, sealed, delivered by the _____ (for the Procuring entity)

Signed, sealed, delivered by the _____ (for the tenderer)

In the presence of _____

GENERAL CONDITIONS OF CONTRACT

1. Definitions

In this contract the following terms shall be interpreted as indicated:

- a) **"The contract"** means the agreement entered into between the Board and the supplier as recorded in the Contract Form signed by the parties, including all attachments, annexures and appendices thereto and all documents incorporated by reference therein.
- b) **"The Consideration"** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) **"The Product"** means sindano rice packed in 50 kg bag(s)
- d) **"The Board"** means National Cereals and Produce Board the organization sourcing for the services under this Contract.
- e) **"The Supplier"** means the firm supplying the goods under this contract.
- f) **"Commencement date and Duration of the contract"** means the date the contract starts and the period it will take to complete the contract/delivery.
- g) **"GCC"** means general conditions of contract contained in this section
- h) **"SCC"** means the special conditions of contract
- i) **"Day"** means calendar day

2. Application

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

3. Patent Right's

The supplier shall indemnify the Board against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

4. Payment

The method and conditions of payment to be made to the supplier under this Contract shall be specified in SCC

5. **Price**

Price charged by the supplier under the Contract shall not vary from its proposal. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

6. **Assignment**

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

7. **Termination for Default**

The Board may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, shall terminate this Contract in whole or in part:

- a) If the supplier fails to deliver the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Board.
- b) If the supplier fails to perform any other obligation(s) under the Contract.
- c) If the supplier, in the judgment of the Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Board terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the supplier shall be liable to the Board for any excess costs for such similar services.

8. **Termination for insolvency**

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

9. **Termination for convenience**

- a) The Board by written notice sent to the supplier may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the supplier of the contract is terminated and the date on which such termination becomes effective.
- b) For the remaining part of the contract after termination the Board may elect to cancel the services and pay to the supplier an agreed amount for partially completed services.

10. **Resolution of disputes**

- a) The Board and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- b) If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. **Amendment**

All amendments, alterations and any variations whatsoever with regard to this Agreement shall be executed in writing with the mutual consent of the two parties hereto.

12. **Governing Language**

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

13. **Force Majeure**

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

15. **Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya.

16. **Notices**

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

General conditions of contract reference	Special conditions of contract
1. (c)	<p>The Product</p> <p>Sindano rice packed in 50 Kgs bags</p>
1.(f)	<p>Commencement date and Duration of the contract</p> <p>The successful tenderer(s) will be required to complete delivering the awarded quantity within thirty (45) days from the date of signing of the contract.</p>
4.	<p><i>Payment method and conditions</i></p> <p>The board shall pay the supplier within sixty (60) days after invoicing by the supplier for delivered and accepted goods.</p>
10.	<p>Resolution of disputes</p> <p>a) <i>Resolve amicably by direct informal negotiations any disagreement or dispute.</i></p> <p>b) <i>If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute by the parties hereto, such dispute shall be settled by the court.</i></p>
15.	<p>Applicable Law</p> <p>Laws of Kenya</p>
16.	<p>Notices</p> <p>All notices shall be addressed to:</p> <p>National Cereals And Produce the Board Post office Box 30586-00100, Nairobi</p> <p><i>Kenya.</i></p>