

## 1: BID SECURITY FORM

WHEREAS *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ for **PROVISION OF ROAD TRANSPORT SERVICES FOR COMMODITIES" TENDER NO. NCPB/RT/03/2020-2021**. (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we *[name of bank]* having our registered office at *[address of bank including Premises, Street, Facsimile, Telex (if available) email]* (hereinafter called "the guarantor"), are bound unto National Cereals and Produce Board (hereinafter called "the Purchaser") in the sum of Kshs. \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Authority this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Retirement Benefits Authority during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

WE undertake to pay to **National Cereals and Produce Board** up to the above amount upon receipt of its first written demand, without **National Cereals and Produce Board** having to substantiate its demand, provided that in its demand **National Cereals and Produce Board** will note that the amount claimed by it is due to it, 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 bid validity, and any demand in respect thereof should reach the Authority not later than the above date.

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***[Duly authorized signature of the bank]***

## 2: PERFORMANCE SECURITY FORM

### **[On Bank's Letterhead]**

To: National Cereals and Produce Board  
Nyumba ya Nafaka  
P.O Box 30586 - 00100  
Nairobi, Kenya

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the Contract]* dated \_\_\_\_\_ 2020 for **PROVISION OF ROAD TRANSPORT SERVICES FOR COMMODITIES" TENDER NO. NCPB/RT/03/2020-2021**. (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.  
This guarantee is personal to us and is not transferable or assignable.

This guarantee shall be governed and construed in accordance with the laws of Kenya.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[Address including Premises, Street, Facsimile, Telex (if available) email]*

\_\_\_\_\_  
*(Date)*