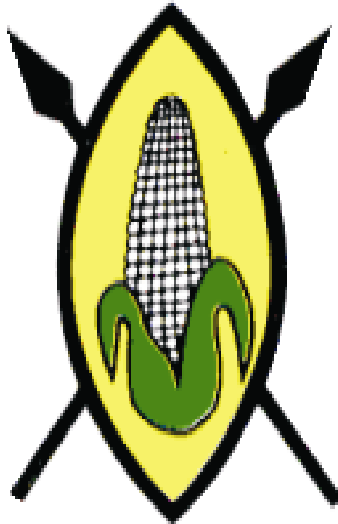


# **NATIONAL CEREALS AND PRODUCE BOARD**



## **TENDER DOCUMENT FOR**

### **TENDER FOR CONSTRUCTION OF FIRE DAMAGED OFFICE AND RE-WIRING OF STORES AT MOMBASA (SHIMANZI) DEPOT**

**TENDER NO. NCPB/MAINT/04/2017-2018**

**NATIONAL CEREALS AND PRODUCE BOARD  
NYUMBA YA NAFKA  
MACHAKOS/ENTERPRISE ROADS  
INDUSTRIAL AREA  
P.O. BOX 30586 - 00100  
NAIROBI, KENYA  
Website: [www.ncpb.co.ke](http://www.ncpb.co.ke)**

**NATIONAL CEREALS AND PRODUCE BOARD**

**TENDER FOR CONSTRUCTION OF FIRE DAMAGED OFFICE AND RE-WIRING OF  
STORES AT MOMBASA (SHIMANZI) DEPOT  
TENDER NO. NCPB/MAINT/04/ 2017-2018**

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**SECTION I – INVITATION TO TENDER**

National Cereals and Produce Board, now invites sealed bids from reputable contractors for construction of fire damaged office and re-wiring of stores at Shimanzi depot.

Interested eligible bidders may obtain information from and inspect the tender documents free of charge at Procurement Manager's office, during normal office working hours before obtaining their own set.

The completed tender should be submitted in a plain sealed envelope clearly marked in bold letters: **TENDER FOR CONSTRUCTION OF FIRE DAMAGED OFFICE AND RE-WIRING OF STORES AT MOMBASA(SHIMANZI) DEPOT.** addressed to:-

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

And physically deposited in the tender box located at the reception area of NCPB's headquarters, Nyumba ya Nafaka, situated along Machakos road, Industrial Area-Nairobi so as to be received on or before **10<sup>th</sup> October, 2017 at 12.00 noon.**

Bulky tenders which do not fit in the tender box will be received at the Managing Director's Office, 1<sup>st</sup> floor door no. 113

Bids shall be opened soon thereafter in the presence of bidders' representatives who choose to attend in the Boardroom, room 104

This procurement shall be undertaken in accordance with the provisions of the Public Procurement and Disposal Act, 2005 and its Regulations.

Late tenders shall be rejected and returned un-opened.

## **SECTION II – INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

National Cereals and Produce Board, invites sealed bids from reputable contractors for construction of fire damaged office and re-wiring of stores at Shimanzi depot.

### **2.0 ENQUIRIES/CLARIFICATIONS**

A prospective tenderer requiring any clarification of the tendering documents may notify NCPB in writing including email or Fax to the address below before deadline for the submission of tenders.

**i) Tel: +254-020- 536028**

**ii) Fax No. +254-020- 557622**

**iii) Email address: supplies @ncpb.co.ke/ ncpbsupplies@gmail.com**

**iv) Letter delivered by hand/post**

### **3.0 AMENDMENTS**

3.1 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.

3.2 All tenderers who have been issued with the tender document shall be notified of any amendment by post, fax or email and such amendment will be binding on them.

3.3 Tenderers seeking clarifications must do so within the first 7 days from the date of issuance of the tender. Clarifications sought thereafter may not be considered.

### **4.0 LANGUAGE AND CURRENCY**

4.1 The language of the bid and correspondences shall be in English language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case for purposes of interpretation of the bid, the English language translation shall govern.

4.2 The premium must be quoted in Kenya Shillings (Kshs)

### **5.0 SUBMISSION OF BIDS**

a) It is the duty of the tenderer to ensure that he/she carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender documents or to complete/submit the bid in conformity with the requirements of this tender document may result to its disqualification/rejection.

b) The tenderer has been provided with the following forms to complete in section iv of this tender document:

- i) Form T1 - Business Questionnaire
- ii) Form T2 - Declaration Form
- iii) Form T3 - Power of Attorney
- iv) Form T4 - Site Visit Form
- v) Form F1 - Form of tender
- vi) Form F2 - Financial Bid Form

N.B. this forms constitute part of the tender and failure to complete will lead to tender being rejected/disqualified.

c) All bids must be completed in indelible ink and signed by the tenderer or a person who is dully authorized. Any alteration or over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered non-responsive and shall be disqualified.

- d) Where the bidder submits unsealed or improperly marked envelopes, the bid may be disqualified and the Board will not assume responsibility for the bids' misplacement or mishandling.
- e) Before the deadline for submission of tenders, the Board may modify the tendering documents by issuing an addendum. Any addendum thus issued shall be part of the tender documents and shall be communicated in writing to all tenderers who will have purchased the tender document.
- f) All documents relating to the tender and any correspondence shall be in English Language.
- g) The tenderer shall bear all costs associated with preparation and submission of his tender and the Board shall not be responsible or liable for the costs.
- h) The bidder shall submit both the original technical and original financial bids documents as a single package.

## 6.0 BID BOND

6.1.0 All tenders must be accompanied by an **original Bid Bond of Kshs. 200,000 (two hundred thousand)** and valid for not less than ninety (90) calendar days from the date of closing of the tender. The Bid Bond shall be issued in the following form: -

- i. cash;
- ii. A bank guarantee;
- iii. Insurance guarantee from the list of the approved insurance companies by PPOA
- iv. A deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund
- v. A letter of credit

6.1.1 Any offer not accompanied by a Bid Bond shall be deemed to be non-responsive and shall be disqualified.

6.1.2 Unsuccessful bidders may have their Bid Bonds surrendered to them on expiry of ninety (90) calendar days, however, it is the duty of the bidder to claim his/her bid bond. The successful bidder will have his bid bond surrendered by the Board on raising of the requisite Performance Bond and signing of the contract.

6.1.3 The tenderer registered under Youth Women and Persons living with Disability (**YWPD**) shall fill and submit the **Tender Securing Declaration Form** in the format provided herein. Tenderers under this category need not to submit a bid bond.

6.1.4 The Tender securing declaration is required to protect NCPB against any of the risks which would warrant the security's forfeiture.

6.1.5 Any Tender not accompanied by a dully filled and signed Declaration shall be rejected by NCPB as non-responsive.

## 7.0 GUIDES TO EVALUATION CRITERIA.

Bids shall be evaluated in three stages as follows: -

- 7.1 Mandatory requirements
- 7.2 Technical evaluation
- 7.3 comparisons of financial bids

### 7.1 Mandatory Requirements

The bidders should be reputable firms. Failure to meet any of the mandatory requirements shall be a basis for disqualification. It is therefore imperative that the bidder carefully ensures that bids submitted meet all the mandatory requirements.

These are as detailed in the table below:

NO.	ITEM	SCORE
1	A Copy of Certificate of Registration /incorporation	Yes/No
2	Valid Tax Compliance Certificate (shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date).	Yes/No
3	Original Bid Bond of Kshs. 200,000. <b>YWPD</b> shall fill and submit the <b>Tender Securing Declaration Form</b> in the format provided herein (FORM T5).	Yes/No
4	Current NCA registration Certificate as a building contractor	Yes/No
5	Duly filled and signed business questionnaire	Yes/No
6	Duly filled and signed Site visit form. F T5	Yes/No
7	2 year audited financial statements for the year 2015 and 2016.	Yes/No

**NB:** Any bid that fails to meet any of the mandatory requirements as defined above shall not proceed to the next stage which is technical evaluation.

## 7.2 Technical Evaluation

Technical evaluation shall be based on the following criteria: -

NO.	ITEM OF EVALUATION	SCORE
1.	<b>Track record and references</b> List of at least four (4) reputable corporate clients to whom you have provided similar services with recommendation letters or supporting evidence in the form of formal contracts, completion certificate or LPOs. <b>(Each reference=10 marks)</b>	40
3.	Average volume of business handled in year 2015 and 2016 i. Over Kshs. 20 million (30 marks) ii. Over Kshs. 10 million and below 20 million (20 marks) iii. Over 5million and Below 10 million (15 marks) iv. Below 5million (10 marks)	30
4.	<b>Financial Health</b> <i>(to be calculated from the submitted audited accounts)</i> <b>Liquidity Ratio (15 mks)</b> i) 1: 2 & above = 15 marks ii) 1 :1.99 =10 marks iii) 1: 0.5 – 0.99 = 5 marks iv) 1:< 0.5 =3 marks <b>Profitability ratio (15 mks)</b> i) 20% and above = 15 marks ii) 15% - 19% = 10 marks iii) 10% - 14% = 5 marks iv) 1% -9% = 3 marks	30
<b>TOTAL</b>		<b>100%</b>

NB: Only bids that attain a score equal to or above 70% of the marks applicable to the technical evaluation stage shall proceed to the next stage of evaluation.

## 7.3 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

## 8.0 CONTRACT AWARD

- Successful bidder(s) shall be required to enter into a formal contract with NCPB whose contents shall be derived mainly from this tender document and the Bid document submitted.
- Successful bidder(s) shall sign a contract with the Board within 30 days and not earlier than 14 days from the date of award.
- The Laws of Kenya shall be applicable to the formal contract.

**9.0 PERFORMANCE BOND**

- a) Within 14 working days from notification of award of the tender, the successful tenderer shall prior to signing the contract furnish NCPB with a Performance Bond equivalent to 10% contract sum and valid for the entire contract duration plus two months.
- b) Such Performance Bond must be issued by or through a reputable commercial bank resident in Kenya.
- c) The proceeds of the Performance Bond shall be payable to the Board as compensation for any loss resulting from Supplier's failure to discharge any of its obligations.

**10.0 BOARD'S RIGHTS**

- (a) The Board, reserves the right to accept or reject the lowest or any bid without having to assign reason for its actions or at its sole discretion annul the whole tender process and reject all the bids at any time prior to award without thereby incurring any liability to the concerned bidders or bearing any obligation to inform them of the grounds of NCPB's actions.
- (b) The Board reserves the right to decide on awards and can therefore award the tender to one or several tenderers or apportion the awards as it may deem fit.

**11.0 PROHIBITIONS**

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**For: Managing Director**

**Supplier's Signature/Stamp**

**Date:** \_\_\_\_\_

\_\_\_\_\_

**FINANCIAL BID TABLE**

**FORM F1**

ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
	<p><b>DEMOLITIONS.</b></p> <p><u>Contractors are highly advised to visit the site and to ascertain the scope of work and the general condition of the house-NO CLAIM WILL BE ACCEPTED AFTER QUOTING.</u></p>				
A	Carefully pull down corrugated roofing sheets including purlins	156	SM		
B	Carefully hack out plaster and cart away	210	SM		
C	Carefully pull down existing ceiling board and cart away	70	SM		
D	Carefully hack out floor screed and cart away	151	SM		
	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
	<b>ROOFING</b>				
	<u>The following in wrot cypress</u>				
A	25x200mm fascia /badge board	23	LM		
	<u>The following in cypress</u>				
B	150x50mm rafters	95	LM		
C	100x50mm Wall plate	30	LM		
D	75x50mm purlins	121	LM		
E	28 gauge IT5 [boxed profile]pre painted Aluzinc roofing sheets nailed to purlins (ms)	156	SM		
F	Ditto 600mm wide Z flashing	23	LM		
	<u>Knot, Prime, and stop and prepare and apply three coats gloss oil paint on:-</u>				
G	Timber surfaces 200 – 300mm girth	23	LM		
	<b>TOTAL CARRIED TO SUMMARY</b>				



ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
	<b>DOORS AND WINDOWS</b>				
A	824x2060x50mm thick wrot mahogany panel door comprising of 100x50mm framing, top, bottom. Intermediate and stiles. Door complete with 5 raised panels	3	NO		
	<u>The following in wrot mahogany</u>				
B	100 x 50 rebated door frame	16	LM		
	<u>Supply and fix the following Ironmongery as per 'UNION'</u>				
C	2 lever mortise lock complete with furniture	5	NO		
D	100mm brass butt hinge	4.5	PRS		
E	40mm rubber door stop	3	NO		
F	150mm long brass tower bolt	3	NO		
	<u>Prepare surface and apply three coats three coats polyurethane clear varnish on:-</u>				
G	General surfaces of timber	12	SM		
H	Surfaces 200 – 300mm girth	26	LM		
	<u>Prepare and apply three coats gloss oil paint on:-</u>				
J	General surfaces of Metal	27	SM		
K	General surfaces of timber	8	SM		
	<u>Glazing</u>				
L	5mm thick clear sheet glass	18	SM		
	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
	<b>FINISHES</b>				
	<b><u>Floor</u></b>				
A	25 mm thick cement sand (1:4) coloured screed finished smooth	151	SM		
	<b><u>Internal wall finish</u></b>				
B	15mm lime plaster[1:2:9] c:s:l	210	SM		
C	Prepare surface and apply three coats silk vinyl emulsion paint to walls	210	SM		
D	Prepare surface and apply two coats silk vinyl emulsion paint to walls	150	SM		
	<b><u>Ceiling finish</u></b>				
	The following in cypress				
E	50x50mm brandering	210	LM		
F	12mm thick chip board for ceiling	70	SM		
G	Extra over trap door	2	NO		
H	75x25mm moulded cornice	65	LM		
J	Prepare surface and apply three coats plastic emulsion paint to previously painted ceiling surfaces	88	SM		
	<b><u>Cracks</u></b>				
K	Repair cracks including making good and inserting Y8 bars and covering with cement sand mortar [1:4] to approval	30	LM		
	<b><u>The following in 2NO Pin board.-</u></b>				
L	12mm thick celotex fiber board	6	SM		
M	40x25mm timber beading	15	LM		
	<b>TOTAL CARRIED TO SUMMARY</b>				

## ELECTRICAL WORKS

ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
	Works involves removing the burnt electrical fittings and the wiring system in the shipping office ,store 02 store 03 and upgrading of sub mains to the shipping offices				
	<b>SHIPPING OFFICE</b>				
A	Lighting points comprising of 1.5mm <sup>2</sup> PVC-SC-CU cables drawn in 20mm HG PVC conduits for one way switching	8	NO		
B	5A Switching plate as MK range or approved equivalent				
	i. one gang one way	1	NO		
	ii. Two gang one way	5	NO		
C	Lighting fitting complete with tubes or bulbs				
	i. 1200mm,1x36w bare batten fluorescent fitting as THORN or approved equivalent	8	NO		
D	Air conditioning points comprising of 4.0mm <sup>2</sup> PVC-SC-CU cables drawn in 20mm HGP VC conduits	20	LM		
E	Power point comprising of 2.5mm <sup>2</sup> PVC/ copper cables drawn in 20mmHG PVC conduits for socket outlet	20	LM		
F	13A twin switch outlet	6	NO		
G	4-Way TP and N distribution board on Crabtree or approved equivalent c/w				
	MCB's on Crabtree or approved equivalent				
	i. 10A	2	NO		
	ii. 20A	3	NO		
	iii. 30A	2	NO		
H	18000BTU split air conditioner as LG or approved equivalent	1	NO		
	<b>SUB-TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
A	10mm <sup>2</sup> 4 core armored cable clipped on the way from the main distribution board to the TP and distribution board	50	LM		
B	50A 3 Phase MCB as Crabtree	1	NO		
C	15A DP Switch	3	NO		
D	AVS 30A Socket	3	NO		
<b>STORE 02</b>					
E	Lighting points comprising of 1.5mm <sup>2</sup> PVC/SC copper cables drawn in existing steel conduits	20	NO		
F	2X36W,bare batten fluorescent fitting as THORN or approved equivalent	10	NO		
G	1X36W,bare batten fluorescent fitting as THORN or approved equivalent	5	NO		
H	70 watts LED Flood lighting fittings	4	NO		
J	Check for any defective switches and replace where applicable		ITEM		
<b>STORE 3</b>					
K	Lighting points comprising of 1.5mm <sup>2</sup> PVC/SC copper cables drawn in existing steel conduits	20	NO		
L	1X36W,bare batten fluorescent fitting as THORN or approved equivalent	5	NO		
M	1X36W,bare batten fluorescent fitting as THORN or approved equivalent	5	NO		
N	70W LED floodlight fittings	4	NO		
P	Check for any defective switches and replace where applicable		ITEM		
<b>SUB-TOTAL CARRIED TO SUMMARY</b>					

ITEM	DESCRIPTION	QTY	UNITS	RATE	AMOUNT
A	Sub-mains comprising of 10.0mm <sup>2</sup> PVC/SC Copper cables drawn in 25mm HG PVC conduit from the main distribution board to the consumer unit in store 3	50	LM		
B	6 -Way consumer unit as crab tree or approved equivalent c/w MCB	1	NO		
	SUB -TOTAL FROM PAGE 11 SUB-TOTAL FROM PAGE 12 SUB-TOTAL FROM PAGE 13				
	<b>TOTAL FOR ELECTRICAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	PAGE	AMOUNT
	<b><u>SUMMARY</u></b>		
A	Total for demolition	7	
B	Total for roofing	8	
C	Total for doors and Windows	9	
D	Total for Finishes	10	
E	Total for electrical	13	
	TOTAL CARRIED TO GRAND SUMMARY		

ITEM	DESCRIPTION	AMOUNT
	<p data-bbox="331 333 607 365"><b><u>PROVISIONAL SUMS</u></b></p> <p data-bbox="240 413 1024 486">A Allow a sum of Kenya shillings seventy-five thousand only for contingencies</p> <p data-bbox="240 559 1024 631">B Allow a sum of Kenya shillings fifty thousand only for Local Authority Approvals and supervision</p>	<p data-bbox="1154 446 1243 478">75,000</p> <p data-bbox="1154 580 1243 612">50,000</p>
	<p data-bbox="331 1972 935 2037"><b>TOTAL FOR PROVISIONAL SUMS CARRIED TO GRAND SUMMARY</b></p>	<p data-bbox="1243 2005 1349 2037"><b>125,000</b></p>

ITEM	DESCRIPTION	PAGE	FOR CONTRACTOR'S USE	FOR OFFICIAL USE ONLY
	<p><b><u>GRAND SUMMARY</u></b></p> <p>A TOTAL FOR BUILDER'S WORKS</p> <p>B TOTAL FOR ELECTRICAL WORKS</p> <p>C PROVISIONAL SUMS</p> <p><b>SUB-TOTAL</b></p> <p><b>ADD 16% VAT</b></p>		125,000	
	<b>GRAND TOTAL</b>			



**FORM F 2 – FORM OF TENDER**

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TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_  
[Date] \_\_\_\_\_ [Name of  
Tender]

Dear Sir,

- 1 Having examined the tender document the receipt of which is hereby duly acknowledged, we the undersigned offer to construct the office in conformity with the said tender document for the sum of;  
Kshs. \_\_\_\_\_ [Amount in figures] Kenya  
  
Shillings \_\_\_\_\_  
\_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to complete the works in accordance with the schedule specified in the SCC.
3. We agree to abide 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.
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] of  
\_\_\_\_\_ [Address of Tenderer]

Witness: Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 1.2 Mobilization, Commencement and Completion of Work Time Frame.

Contractors should be able to meet the time frame indicated hereunder: -

- a) Mobilization and placement of personnel, tools and equipment at site within seven (7) days from date the contract is signed.
- b) Completion of all the works specified in this tender document within the stipulated time in the contract.
- c) Removal of old materials and debris arising from the works seven (7) days from the date of completion of works.

## 1.3 Contract Management and Payment Terms

The contract shall be managed and supervised by the Board's Technical Department. The contractor must receive a Certificate of completion from the Boards Inspection / Acceptance committee before any payment either partial or final is processed.

The terms of payment shall be as follows: -

- (a) 30% of contract sum upon completion of 30% of construction works.
- (b) 50% of contract sum on completion of all works.
- (c) 10% of contract sum on removal of all old material and debris arising from the works.
- (d) 10% of contract sum and final payment six months after the completion of works subject to the works being certified as satisfactory and free of any defect.

## 1.4 Bid Price/Contract Sum and Validity Period

Financial Bid shall be made in the **Form No. F2** provided in this tender document and bidders must take cognizance of the following:-

- (a) The Tenderer's shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer's will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer's.
- (b) The rates and prices quoted by the Tenderer's shall not be subject to any adjustment during the performance of the Contract.
- (c) The unit rates and prices shall be in Kenya Shillings.
- (d) Tenders shall remain valid for a period of ninety (90) calendar days from the date of submission. However, in exceptional circumstances, the Board may request that the Tenderer's extend the period of validity for a specified additional period.

**SECTION IV – TENDER FORMS**

**FORM TI- 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.

- a) Name of Business:\_\_\_\_\_
- b) Date of formation:\_\_\_\_\_
- c) Postal address of business:\_\_\_\_\_TelNo.\_\_\_\_\_
- d) Fax No.\_\_\_\_\_E-mail add.\_\_\_\_\_
- e) 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 3years: 2014: Kshs\_\_\_\_\_2015 Kshs.\_\_\_\_\_and 2016: Kshs \_\_\_\_\_
- m) Name of your local bankers: \_\_\_\_\_Branch \_\_\_\_\_
- n) Other obligatory declarations: Personal Income Tax Number (PIN No.) \_\_\_\_\_Other registration (as applicable):\_\_\_\_\_
- o) Provide proof of fulfillment and compliance with all statutory/legal requirements affecting/regarding your business (Provide of copies of relevant certificates).
- p) 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**

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 contract.**

**FORM T2 – DECLARATION FORM**

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Having studied the tender document for construction of fire damaged office and rewiring of stores at Mombasa (Shimanzi) depot, We/I hereby state.

- a) The information furnished in my/our application is accurate to the best of our knowledge.
- b) I/We shall not engage in corrupt practices with the Board/Members of Staff, in connection with the tender No. NCPB/MAINT/04/2017-2018 for or in subsequent performance of the contract if I/We, am/are successful.
- c) I/We have not been debarred from participating in public tenders.
- d) When my/our legal, technical or financial conditions or the contractual capacity of the firm changes, I/We shall inform you of the status and acknowledge your right to review the award made.
- e) I/We are not insolvent, in receivership, bankrupt or in the process of being wound up and also not subject of any legal proceedings related to the foregoing.

**Date** .....

**Tenderer's Name** .....

**Name of the Tenderer's Representative** .....

**Signature and Official Rubber Stamp** .....

**FORM T3 – POWER OF ATTORNEY**

---

We, ..... [Tenderer's Name] of Post Office Box Number ..... In the Republic of Kenya do hereby appoint Mr/Ms/Mrs ..... of Post Office Number ..... aforesaid to be our true and lawful Attorney and representative in the tendering process for construction of fire damaged office and re-wiring of stores at Mombasa (Shimanzi) depot of Post Office Box Number 30586 – 00100 Nairobi for us and in our name to do and execute the following acts and things that is to say:-

1. To quote and sign tender documents for the above works to **National Cereals and Produce Board (NCPB)** .
2. Generally to sign and execute all acts, documents and writings which may be necessary or proper in or about the matters and things aforesaid or any of them for carrying out and perfecting the same as amply and effectually to all intents and purposes as we might or could do if personally present and confirm and agree to ratify and confirm whatsoever the said representative shall lawfully do or cause to be done by virtue of these presents.

**IN WITNESS WHEREOFF** the corporate Seal of ..... [Tenderer's Name] has been hereunto affixed on this Power of Attorney and witnessed by the duly authorized Directors of the Company.

This ..... Day of .....

ATTEST

(Corporate Seal)

TENDERER'S NAME .....

.....  
By..... [Name]  
Director

.....  
By..... [Name]  
Director

**FORM T4: SITE VISIT FORM**

---

**(TO BE COMPLETED BY ALL TENDERERS)**

To \_\_\_\_\_ Name of employer

\_\_\_\_\_ Name of contract

\_\_\_\_\_ Site name

Dear sir / madam

In accordance with the tender instruction, specification, drawing and bills of quantities, schedule of rate of execution of the above-named works, we the undersigned have visited the site and fully agree with the tender expectations.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_

Witness:

Name: \_\_\_\_\_ (on behalf of tenderer)

Address: \_\_\_\_\_

Name of NCPB authorized officer \_\_\_\_\_ (in behalf of NCPB)

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FORM T5: TENDER SECURING DECLARATION**

This form is an integral part in evaluating the technical qualification of each tenderer and should be submitted as part of the technical proposal.

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

Date:.....

Tender No: NCPB/MAINT/04/2017-2018

Tender Name: CONSTRUCTION OF FIRE DAMAGED OFFICE AT SHIMANZI DEPOT

Dear Sir/Madam,

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of one (1) year starting from time of default, if we are in breach of our obligation(s) under the bid conditions, because we:-
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, and
    - (i) fail or refuse to execute the Contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with **paragraph 9.0.**
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....

[Insert signature of person whose name and capacity are shown in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: .....

[Insert complete name of person duly authorized to sign the bid for and on behalf of the bidder]

Dated on ..... day of ....., .....



**ANNEX I :SAMPLE WORDING FOR TENDER SECURITY (BID BOND)**

---

(To be on the letterhead of the Bank)

WHEREAS ..... (Hereinafter called "the Tenderer") has submitted his tender dated ..... for construction of fire damaged office and re-wiring of stores at Mombasa (Shimanzi) depot.

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 of .....20.....

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]

\_\_\_\_\_  
[Signature of the Bank]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

**ANNEX 2 : FORMAT FOR SUBMITTING THE PERFORMANCE BOND BY SUCCESSFUL BIDDER**

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To: National Cereals and Produce Board  
P. O. Box 30586 – 00100 GPO  
NAIROBI

**WHEREAS** ..... [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_20 \_\_\_\_ to provide .....[description of service] (hereinafter called "the Contract").

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

**AND WHEREAS** we have agreed to give the tenderer a guarantee:

**THEREFORE** WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer 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 you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

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

Signed and seal of the Guarantors

\_\_\_\_\_  
[Name of Bank or Financial Institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**ANNEX 3 : SAMPLE CONTRACT**

---

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between **NATIONAL CEREALS AND PRODUCE BOARD** of Post Office number 30586, NAIROBI (hereinafter called "Board") of the one part and ..... of P.O Box ..... (Hereinafter called the "Supplier") of the other part;

**WHEREAS** the Board invited bids for construction of fire damaged office and re-wiring of stores at Mombasa (Shimanzi) depot and has accepted a bid by the supplier for a consideration of Kshs. .... inclusive of all statutory taxes, duties and levies, (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 terms and conditions of the tender;
  - (b) The General Conditions of Contract;
  - (c) The Special Conditions of Contract;
  - (d) The Suppliers bid;
  - (e) The Schedule of Requirements; and
  - (f) The Board's Notification of Award.
3. In consideration of the payments to be made by the Board to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Board to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Board hereby covenants to pay the supplier in consideration of the provisions 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 for the Board by:

\_\_\_\_\_  
**BOARD'S MANAGING DIRECTOR**

In the presence of:

\_\_\_\_\_  
**BOARD'S BOARD SECRETARY**

Signed for the supplier by:

\_\_\_\_\_  
**DIRECTOR**

In the presence of:

\_\_\_\_\_  
**WITNESS**

## **SECTION I - 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 and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations
- (c) "Service" means rehabilitation of store which the supplier is required to provide to the Board under the Contract.
- (d) "The Board" means the National Cereals and Produce Board the organization purchasing the Goods under this Contract.
- (e) "The Supplier" means ..... the firm providing the service under this Contract.
- (f) "Day" means calendar day
- (g) "Duration of the Contract" means the period named in the Special Conditions of Contract and calculated from start due date.
- (h) "Commencement Date" is given in the Special Conditions of Contract. It is the latest date when the service provider shall commence its services under the Contract.
- (i) "Party" means the Board or the Supplier and "Parties" refers to both.

### **2. Application**

These General Conditions shall apply in all Contracts made by the Board for the procurement of goods.

### **3. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Product Specifications herein.

### **4. Use of Contract Documents and Information**

The supplier shall not, without the Board's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Board in connection therewith, to any person other than a person employed by the supplier in the performance of the Contract.

### **5. Prices**

- 5.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustment authorized in Special Conditions of Contract, vary from the prices by the Supplier in its bid.
- 5.2 The Contract price shall be inclusive of all applicable taxes.

### **6. Performance bond**

- 6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Board the performance security in the amount specified in the Special Conditions of Contract.

- 6.2 The proceeds of the performance security shall be payable to the Board as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Board and shall be in the form of a bank guarantee by a reputable bank located in Kenya, acceptable to the Board, in the form provided in the tender documents.
- 6.4 The performance security will be discharged by the Board and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.

## **7. Patent Rights**

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 Goods or any part thereof in Kenya

## **8. Inspection and Tests**

- 8.1 The Board's or its representative(s) shall have the right to inspect the building to confirm conformity to the Contract bill of quantities/specifications. The Board shall notify the Supplier in writing, in a timely manner, of the Identity of any representatives retained for these purposes.
- 8.2 The Board's right to inspect, and where necessary, reject any construction that does not comply with the set bill of quantities.

## **9. Payment**

- 9.1 The method and terms of payment to the Supplier under this contract shall be as specified in the Special Conditions of Contract.
- 9.2 Payment shall be made promptly by the Board as specified in the contract.

## **10. Assignment**

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

## **11. Termination**

### **11.1 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, terminate this Contract in whole or in part:-

- a) if the supplier fails to perform the service 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 not performed and the supplier shall be liable to the Board for any excess costs for such similar goods.

### **12.2 Termination for Default**

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.

### **12.3 Termination for Convenience**

The Board may by written notice sent to the Supplier terminate the contract in whole or in part, at any time of convenience. The notice of termination shall specify that the termination is for Board's convenience, the extent to which performance of the Supplier of the contract is terminated and the date on which such termination becomes effective.

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.

### **13. Liquidated Damages**

If the supplier fails to provide the service within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the performed service of the delayed items per day up to a maximum deduction of 10% of the delayed service. After this the supplier may consider termination of the contract.

### **14. Resolution of Disputes**

- 14.1 The Board and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract
- 14.2 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 shall refer the dispute to a single arbitrator to be chosen by the parties hereto, **AND** in the event of the parties hereto, being unable to agree to an Arbitrator, the Arbitrator shall be nominated by the Chairman for the time being of the Kenya Chapter of the Chartered Institute of Arbitrators on request of the applying party.

### **15. Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **16. Force Majeure**

- 16.1 Neither party shall be liable for any loss damage or delay caused by war, riots, civil commotion, strikes, lockouts, labour troubles, change in law or any other cause or contingencies beyond its reasonable control which prevent or delay it in performing obligations incurred under or arising out of this Contract.
- 16.2 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's sub-contractor or agents or employees or in any event which diligence could reasonably have been expected to avoid or overcome in the carrying out of their obligations hereunder.

### **17. Notices**

- 17.1 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.
- 17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION II - SPECIAL CONDITIONS OF CONTRACT**

Special Conditions of Contract (herein referred to as SCC) shall supplement the General Conditions of Contract (herein referred to as GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

### **1. Type of Sale**

The Supplier shall provide services of construction of fire damaged office at Shimanzi depot.

### **2. Type of service and Quality**

The Supplier shall meet the BOQ listed in section III

### **3. Period of Service**

3.2 The period of service under this contract shall be .....

3.3 The contract for rehabilitation of store shall be signed by and commence on .....

### **4.0 Indemnification**

#### **4.1 Indemnification by Parties**

- a) The Supplier shall indemnify the Board against, and hold the Board and or its contractors free and harmless from, at all times after the date hereof, any and all loss, damage, liability, payment and obligation (excluding any indirect or consequential loss, damage, liability, payment or obligation), and all expenses (including without limitation reasonable legal fees) (collectively, "Loss"), incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon, the Board and/or its contractors for personal injury or death to persons or damage to property arising out of the Supplier's and/or its contractors intentional or reckless acts or omissions or its gross negligence on the delivery point.
- b) The Board shall indemnify the Supplier against, and hold the Supplier and/or its contractors harmless from, at all times after the date hereof, any and consequential loss, damage, liability, payment and obligation (excluding any indirect or consequential loss, damage, liability, payment or obligation), and all expenses (including without limitation reasonable legal fees) (collectively, "Loss"), incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon, the Supplier and/or its contractors for personal injury or death to persons or damage to property arising out of the Board's and/or its contractors intentional or reckless acts or omissions or its gross negligence.
- c) Notwithstanding anything to the contrary contained in the preceding paragraphs (a) and (b), nothing in this clause shall apply to any loss in respect of which the Supplier or the Board, as the case may be, is fully indemnified pursuant to the terms of any policy of insurance.
- d) The indemnified party shall notify the indemnifying party of any assessment or claim against the indemnified Party and shall notify the indemnifying Party of any claim, action, suit or proceedings in respect of which, if valid a claim would lie against the indemnified Party under any of the indemnities forthwith upon the indemnified Party becoming aware thereof.

#### **4.2 Liabilities**

Except as provided in this Contract, the Board and the Supplier shall not be liable, whether in contract, in tort, or otherwise, for consequential, indirect or special losses or special damages of any kind arising out of, or in any way connected with, the fulfillment or failure to fulfill this agreement.

## **5. Payment – GCC Clause 9**

- 5.1 Invoices shall be submitted after completion and inspection of the premises at every level as specified in section III .....
- 5.2 Payment shall be made in Kenya Shillings, 30 calendar days from the date of invoice submission by the Supplier to the Board.

## **6. Price – GCC Clause 5**

The price payable for the Works by the Board in Kenya Shillings at the time of contracting and shall remain constant for the duration of the contract.

## **7. Resolution of Disputes - GCC Clause 15**

The existence of any Dispute shall not excuse either Party from performing or continuing to perform its obligations under this Contract except to the extent such performance is expressly excused hereunder.

## **8. Performance Security – GCC 6**

The performance security shall be for Kshs 200,000 and shall be in the form of a bank guarantee as outlined in section 11 of the tender document. The Supplier shall remit the performance security to the Board 14 days after receipt of the Notification of award, prior to signing of Contract.

The performance security shall be for the period of the term of the Contract **plus two (2) months**.

The Supplier shall be requested to extend the Performance Security if the contract is extended.

## **9. Supplier's Default – GCC Clause 13.1**

### **9.1 Failure of Supplier to provide the Contracted services**

Should there be delays on contracted service, to the extent the supplier fails to perform which it was required to perform in response to a Notice properly given by the Board for the provision of the service and consequent to that delay, the Board cannot use the store for intended purpose, the Supplier shall pay to the Board an amount equal to lost revenue

## **10. Claims for Compensation**

- a) The Board shall be entitled to submit a claim for payment under Clause SCC 10.1 as soon as the circumstances giving rise to its rights for indemnification occurs.
- b) Any amounts to be paid by the Supplier to the Board in accordance with Clause 10.1 above, may be deducted by the Board from any payment then due by it to the Supplier or if there are no payments due, such amounts shall be made by the Supplier to the Board on a weekly basis, in the case of liquidated damages. The Board shall be entitled, in case of non-payment by the Supplier, to encash the Supplier's Performance bond in the relevant amount.



**11. Notices – GCC Clause 18**

For **Notices** the Board's address shall be;

Attention: **Managing Director  
National Cereals and Produce Board  
Nyumba ya Nafaka,  
Enterprise/Machakos Road, Industrial Area  
P.O. Box 30586 - 00100  
NAIROBI.  
Telephone No: 6536028  
Fax No: 6557622**

For Supplier's address shall be:

.....