



**Telephone:** +254 (20) 6536028/6555288

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

**E-mail:** [supplies@ncpb.co.ke](mailto:supplies@ncpb.co.ke)

OUR REF: NCPB/RT/23B/2021-2022

21<sup>ST</sup> JULY, 2022

## **TO: ALL INTERESTED AND ELIGIBLE TRANSPORTERS**

### **PROVISION OF ROAD TRANSPORTATION SERVICES OF COMMODITIES FROM THE PORT OF MOMBASA TO NCPB'S DEPOTS UPCOUNTRY**

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The Board has considered prudent to open transportation services for commodities in anticipation of imported maize, from port of Mombasa to NCPB's depots upcountry, to all interested and eligible transporters at the following applicable rates: -

- a) **Kshs. 9.4** per Km/Ton from Mombasa to depots countrywide (upstream-Any distance above 118 kilometers)
- b) **Kshs. 8.59** per Km/Ton (Downstream-Any distance above 118 kilometers)
- c) **Kshs. 11.9** per Km/Ton (Inter depots transfer) Any short distance up to a maximum of 118 kilometers inclusive of all applicable government taxes.

Subsequently all interested transporters willing to uplift NCPB commodities at the above-mentioned rate are required to service procurement department with a performance Bond of **Kshs 200,000.00 (Two hundred thousand)** inform of a bank guarantee from a reputable bank in Kenya and valid up to 31<sup>st</sup> May 2023

Kindly download and duly fill the application for registration document attached herein.

NCPB shall enter into contractual agreement with the successful firms

**N. W. SAWENJAH**  
**For: MANAGING DIRECTOR**





# NATIONAL CEREALS AND PRODUCE BOARD

Leaders in Trade & Management of Agricultural Commodities

## APPLICATION FOR REGISTRATION AND CONTRACT AGREEMENT AS TRANSPORTER (S) OF THE NATIONAL CEREALS AND PRODUCE BOARD

### A. APPLICATION FOR REGISTRATION FORM

#### 1. APPLICATION FOR THE PERIOD FROM:

FROM: 

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TO: 

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**ATTACH  
TRANSPORTER'S  
PASSPORT SIZE  
PHOTOS.**

#### 2. TRANSPORTER DETAILS:

COMPANY NAME: \_\_\_\_\_

DIRECTOR'S NAME: \_\_\_\_\_

ID NO. /PASSPORT: \_\_\_\_\_ NATIONALITY: \_\_\_\_\_

ADDRESS: P.O BOX \_\_\_\_\_ TOWN/CITY: \_\_\_\_\_

CONTACT: MOBILE NO: \_\_\_\_\_ OTHERS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

#### 3. KRA & VAT DETAILS:

KRA PIN NO: \_\_\_\_\_

COMPANY VAT NO: \_\_\_\_\_

#### 4. BANK DETAILS:

BANK NAME: \_\_\_\_\_

BANK BRANCH: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NO.: \_\_\_\_\_

#### 5. VEHICLE REGISTRATION DETAILS:



NO.	TRUCK NO.	TRAILER NO.	CAPACITY	DRIVER NAME	DRIVER ID NO
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

*(Please Attach a Separate List If Trucks are More Than 10)*

**6. INTRODUCED BY:**

A Registered transporter, Kenya Transporters Association OR a recognized organization/  
Government Agency/ NCPB Staff

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

(Customer, Friend, Transporter etc)

DATE: \_\_\_\_\_

**(For - NCPB)**

I have **verified and scrutinized** the above transporter/s and can vouch for the authenticity of his/her application for **all his documents and they are in order**. I attach copies of the same herewith.

**REMARKS:**

\_\_\_\_\_

VERIFIED BY: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_



## **B. TRANSPORT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ Day of the year \_\_\_\_\_

BETWEEN **NATIONAL CEREALS AND PRODUCE BOARD** of P.O. BOX 30586 NAIROBI

(Hereinafter called "the Board") of the one part and

M/S: \_\_\_\_\_

P.O. BOX \_\_\_\_\_ TOWN/CITY: \_\_\_\_\_

PHYSICAL ADDRESS OF BUSINESS: \_\_\_\_\_

(Hereinafter called the Transporter)

WHEREAS the Board is desirous of transporting its commodities to and from various destinations as directed by the Board and whereas the transporter has agreed to provide transportation services as required by the Board.

**NOW THEREFORE:** the parties agree to the following Terms and Conditions: -

### **1. REGISTRATION WITH NCPB**

The Transporter shall be registered and approved by NCPB management and shall produce document which shall be attached hereto as **ANNEX 1** prior to signing the Agreement. Upon signing of the Agreement, the Transporter shall be provided with a Board's registration Account Number, which the Transporter shall quote in all correspondence with the Board.

### **2. DURATION OF THIS CONTRACT**

The contract shall automatically lapse on **23<sup>rd</sup> July 2023**.

### **3. INTERNAL REGISTRATION OF VEHICLES**

The Transporter shall fill and submit three copies of this agreement, the transporter shall furnish valid originals or certified true and clear photocopies of the following documents to the Board for each vehicle being registered.

- a) Vehicle Log Book(s) (original must be seen if it's new registration).
- b) Current Identity Card or Passport for the transporter/directors of the company.
- c) Vehicle valid Insurance Certificates.
- d) Vehicle Inspection Certificates.
- e) Company's KRA Pin and VAT registration certificate.
- f) Company's Certificate of Incorporation and Article of Association/ Memorandum
- g) Transporter (Owner/Director) Certificate of Good Conduct
- h) Valid Driving License of each driver and copies of their IDs or passport.
- i) The name and branch of transporter's Banker
- j) 2 passport size photos for Owner/Director of the Company.



**4. REGISTRATION FEES:**

Registration fee per truck is Kshs. **2,320.00** (VAT Inclusive)

**3. ISSUANCE OF A MISCELLANEOUS RECEIPT (NCPB 52)**

- a) Upon submission of documents enumerated in clause 2 above and on Payment, a non-refundable Vehicle registration fee of Kshs. 2,320.00 (Kenya Shillings Two Thousand three hundred and twenty only) is charged. The Board shall issue the Transporter with a miscellaneous receipt (NCPB 52).
- b) The Transporter covenants that only those vehicles, which are registered with the Board, shall be used for transporting commodities for the Board.

**4. DETAILS OF DRIVERS**

The Transporter shall furnish the Board with details of the authorized drivers of each vehicle, including their names, copies of the valid National Identity Card and copies of valid and current driving license at all times the transporter is performing the contract.

**5. OFFICIAL DOCUMENTS**

The Transporter undertakes that he shall transport the commodities from the location indicated on the Board's Dispatch Advise to the final destination stated herein. The transporter covenants that he shall deliver all documents handed over to them to the Board's official at the final designated station.

**6. SUB-CONTRACT**

The Transporter covenants that he shall not subcontract the due Performance of this contract, and any attempt by the Transporter to do so this shall give the Board the right to terminate the contract. In order for one to use sub-contracted trucks he/ she must be a registered transporter with his/ her own truck(s) and will identify the board.

**7. LOADED WEIGHT**

The net weight of the commodity being transported shall be that weight declared on the Board's Weighbridge Ticket, or the average weight of 10% of the total weight if there is no weighbridge. This shall be taken as the loaded weight to be transported by the transporter. Transporters or their representatives are strongly advised to witness the weighing.

**8. OFF-LOADED WEIGHT**

The net weight of the commodity being received shall be that weight declared on the Board's weighbridge ticket at the receiving station or the average weight of 10% of the total weight if there is no weighbridge.



This shall be taken as the weight transported by the transporter. The transporters or their representatives are strongly advised to witness the weighing.

**9. WITNESSING OF LOADED/OFFLOADED WEIGHT**

The Transporter shall ensure that his/her drivers witness the loading by maintaining a parallel record, which shall be countersigned by both dispatching and receiving clerks. The record shall provide an easy reference in case of disputes in weight.

**10. DAMAGES OR LOSS ON TRANSIT**

The Transporter covenants that he shall be responsible for the security of the goods whilst in transit and agrees to be debited at the current selling price, for the full value of the weight of the commodity that is lost/damaged while in transit and in his care, without further reference. Where there are no outstanding payments adequate to cover the loss/damage, the Board reserves the rights to place lien on the transporter's property including vehicles which the Board will impound, and dispose to recover the Board's loss.

**11. LOSS IN WEIGHT**

The Transporter shall be responsible for all spillages and short weights that incur en-route to the Board's destinations. The Board shall at its sole discretion recover the equivalent value of short weight deliveries and/or lost weight from the transporter's final invoice with due notification to the transporter at the time of forwarding or collection of cheque payment(s).

**12. SAFETY OF COMMODITY**

The Transporter shall not carry any other commodity that may be injurious to the commodity then being transported. Any breach of this condition shall automatically render this Agreement invalid.

**13. INSURANCE**

The Transporter covenants that he shall furnish the Board with full insurance cover for value of the commodity being transported and in case of any accident, fire, theft or any other cause that may destroy the commodity or make unusable or inconsumable, the transporter shall make the full immediate payment of the value of the commodity at the current selling price to the Board.

**14. RATES**

The Transporter shall be paid at the rates laid down from time to time by the Board.

**15. PAYMENTS**

The Board shall pay the transporter once he/she has represented his/her invoice(s) and upon confirmation of receipt of goods.



**16. TERMINATION OF THE CONTRACT OR DE-REGISTRATION**

This Agreement shall be terminated in any one or more of the following circumstances.

- 16.1 If the Transporter gives notice in writing of one month of the intention to terminate.
- 16.2 If the Transporter is in breach of any of its obligation(s) herein, the Board may terminate this Agreement forthwith and give notice to that effect to the transporter.
- 16.3 The Transporter hereby covenants to assume all responsibilities and liabilities for any damages or loss that may arise from or out of termination of this agreement 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 on and after the day and year first herein above written.

**SIGNED** for and on behalf of  
**NATIONAL CEREALS AND  
PRODUCE BOARD**

In the presence of: -

\_\_\_\_\_  
**CORPORATION SECRETARY  
& HEAD OF LEGAL SERVICES**



\_\_\_\_\_  
**HEAD OF WAREHOUSING AND HUB MANAGEMENT**

SIGNED for and on behalf of  
The **TRANSPORTER**

In the presence of: -

NAME: \_\_\_\_\_

OFFICIAL TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



TRANSPORTER'S NAME: \_\_\_\_\_

OFFICIAL TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

