



# NATIONAL CEREALS AND PRODUCE BOARD

Leaders in Trade & Management of Agricultural Commodities

**TENDER FOR SUPPLY AND DELIVERY OF VARIOUS TYPES OF CEREALS  
UNDER DIRECT CONTRACTUAL AGREEMENT ON AGENCY BASIS FOR  
A PERIOD OF 1 YEAR.**

**TENDER NO. NCPB/CAA/14/2022–2023**

**NATIONAL CEREALS AND PRODUCE BOARD  
NYUMBA YA NAFKA  
MACHAKOS/ENTERPRISE ROADS  
INDUSTRIAL AREA  
P.O. BOX 30586 - 00100  
NAIROBI  
Telephone: +254-020-6536028, +254-723030399  
Email: [supplies@ncpb.co.ke](mailto:supplies@ncpb.co.ke)  
Website: [www.ncpb.co.ke](http://www.ncpb.co.ke)**



# NOTICE FOR EXPRESSION OF INTEREST

## NATIONAL CEREALS AND PRODUCE BOARD

### TENDER FOR SUPPLY AND DELIVERY OF VARIOUS TYPES OF CEREALS UNDER DIRECT CONTRACTUAL AGREEMENT ON AGENCY BASIS FOR A PERIOD OF 1 YEAR

REFERENCE NO. NCPB/CAA/14/2022-2023

The National Cereals and Produce Board intends to enter into **direct agency contractual agreement with suppliers deliver various types of cereals for sale on need basis**. Delivery point shall be at NCPB's depots located in various parts of the country as detailed on distribution schedule herein attached on page 6 (six).

#### TERMS OF REFERENCE

##### 1. QUANTITY & DELIVERY POINT

1.1 The supplier shall avail the cereals as per the available quantities and as shall be requisitioned by the NCPB from time on need basis.

1.2 The Supplier shall deliver the requisitioned cereals to the NCPB's Designated Depots.

##### 2. QUALITY

2.1 The Supplier shall be responsible for the quality of the cereals to be supplied.

2.2 The Supplier shall ensure that the supplied cereals meet the necessary and specified Kenya Bureau of Standards (KEBS) quality requirements and or any other National legal framework governing such cereals as per the parameters in table below.

2.3 The Supplier shall also ensure that the weight of the cereals conforms to the specified weight.

##### 3. PRICE

The price of the cereals per 50kg bag shall be determined by the quotations sent out to the prequalified Suppliers and negotiations may be done to reach a consensus. The agreed price shall be subject to review by both parties as per the dictates of the market forces.

##### 4. FURTHER OBLIGATIONS



#### 4.1 **Obligations of Supplier;**

The Supplier shall;

4.1.1 Ensure adequate quality stock of cereals during the supply.

#### 4.2 **Obligations of NCPB**

The NCPB shall;

4.2.1 Store the cereals properly to ensure that quality is maintained at all times.

4.2.2 Be liable for the security of the cereals upon delivery to its Depots. The NCPB will ensure the security of cereals during the storage period as from the time the cereals enter the depots and end once it is loaded onto the customer's truck and leaves the premises.

4.2.3 Provide adequate staff to offer logistical support.

4.2.4 Remit the payments to the supplier immediately within 30 days after sales

	<b>Name of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>ID/Passport No.</b>	<b>% Shares Owned</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					
<b>7</b>					
<b>8</b>					

Bidders are free to give brief comments on the Terms of Reference or engagement.

**The following are the types of cereals to be supplied;**



**NOTE:** You are free to add more of the product type of cereals you deal in

A	B	C	D
Item	Description of goods	Type	Quantity (50kg bags)
1	BEANS (specify variety and type)		100,000
2	GREEN GRAMS (specify variety and type)		80,000
3	MILLED RICE (specify variety and type)		100,000
4			
5			
6			
7			
8			
9			
10			
11			
12			

NCPB have rights to vary quantities specified above either upwards or downwards.

### SCHEDULE OF TECHNICAL SPECIFICATION

The tenderer should fill the line commentary column to justify compliance with the required specifications.

**Detailed Technical Specifications and Standards: The Goods shall comply with following Technical Specifications and Standards:**

#### 1. Quality specifications for dry beans (all varieties) - KS EAC 46:2017

S/N	PARAMETERS	Tolerable maximum limits (%)	
		Grade 1	Grade 2
1	Moisture content, % maximum	14.0	14.0
2	Foreign matter, % m/m, max	0.5	0.75
3	Other edible grains, % m/m, max	0.1	0.2
4	Pest damaged grains, % m/m, max	1.0	2.0
5	Contrasting varieties, % m/m, max	1.5	3.0
6	Broken/Split, % m/m, max	1.0	2.0
7	Shriveled/diseased and discolored*, % m/m	3.0	5.0
8	Total defective grains, % m/m**	3.5	6.3
9	Filth, % m/m	0.1	0.1
Note 1: The parameter Total defective is not sum total of the individual defects. It is limited to 70% of the sum total of individual defects. Note 2. Discolouration is limited to at least 25% of change in colour on both sides of grain			



## 2. Quality specifications for milled rice (KS EAS 128:2017)

No	Grading Factor	Grade/Maximum limits	
		Grade 1	Grade 2
1	Moisture Content %, m/m, max	14	14
2	Head Rice %, m/m, min	95	85
3	Broken kernels %, m/m, max.	5	15
4	Damaged grains %, m/m, max.	1.5	2
5	Chalky and immature kernels % m/m, max.	2	4
6	Red or red streaked kernels %, m/m, max.	2	6
7	Other contrasting varieties % m/m, max.	1	2
8	Foreign and extraneous matter, % m/m, max.	0.2	0.3
9	Inorganic matter, % m/m	0.1	
10	Paddy/husked rice, % m/m, max.	0.3	
11	Filth	0.1	

## 3. Quality specifications for Green Grams (EAS KS 331:2019)

S/N	PARAMETERS	Tolerable maximum limits (%)	
		Grade 1	Grade 2
1	Moisture content, % maximum	14.0	14.0
2	Shriveled/diseased and discolored*, % m/m	3.0	5.0
3	Broken/splits, % m/m, max	1.0	2.0
4	Pest damaged grains, % m/m, max	1.0	2.0
5	Total defective grains, % m/m**	3.5	6.3
6	Contrasting varieties, % m/m, max	0.5	1.0
7	Foreign matter, % m/m, max	0.5	0.8
8	Inorganic matter, % m/m, max.	0.3	0.3
9	Filth, % m/m, max.	0.1	0.1
10	Other edible grains, % m/m, max.	0.1	0.5
Note 1. : The parameter Total defective is not sum total of the individual defects. It is limited to 70% of the sum total of individual defects. Note 2. Discolouration is limited to at least 25% of change in colour on both sides of grain			

NCPB shall sell the delivered commodities and remit the proceeds to supplier at cost basis less the margins accruing to NCPB. The difference shall be treated as commission in favour of NCPB.

NCPB shall pay the supplier within thirty (30) days after sale of the delivered commodities. NCPB is at liberty to nominate the point of inspection i.e point of delivery or at the source.

The agency agreement shall be structured to enable activation of the same on need by need basis.

## **CEREALS DISTRIBUTION SCHEDULE**

BIDDERS ARE REQUIRED TO INDICATE THE SPECIFIC REGION NCPB DEPOTS CLUSTER (S) AND QUANTITIES THEY ARE ABLE TO DELIVER:-

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Item</b>	<b>Delivery depots cluster</b>	<b>Bidder's desired cluster of delivery</b>	<b>Quantity the bidder is able to deliver</b>	<b>Lead time</b>
1	Lake Western region ( <b>Kisumu–NCPB Depots</b>			
2	Coast region( <b>Mombasa</b> ) –NCPB Depots			
3	Nairobi Region – <b>NCPB Depots</b>			
4	Northern Region ( <b>EMBU</b> ) – NCPB Depots			
5	North Rift region( <b>ELDORET</b> ) – NCPB Depots			
6	South rift region( <b>NAKURU</b> ) – NPCB Depots			

### **Mandatory Evaluation Criteria**

<b>No.</b>	<b>Item Description</b>	<b>Pass/Fail</b>
1.	Attach copy of CR12 certificate or business registration certificate and copy of Identity Card for sole proprietors	
2.	Valid KRA Tax Compliance Certificate	
3.	Evidence of physical registered office	
4.	Proof for 2 years relevant experience in form of serviced LPO's or contract	
5.	Valid single Business Permit from County/Municipal Council	

Only applications that would have passed all the mandatory requirements and attached prerequisite documents will be deemed fit for the requirement.

Yours faithfully,

**J. M. KIMOTE, MBS,  
MANAGING DIRECTOR.**

Date \_\_\_\_\_



## CONDITIONS OF CONTRACT

### 1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier, Provider and the Procuring Entity, shall be written in the English Language.

### 2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

### 3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

### 4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

### 5. Settlement of Disputes

The Procuring Entity 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. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

### 6. Supplier/Contractor/Service Provider Responsibilities

The Supplier shall supply all the Goods included in the Schedule of Requirements.

### 7. Contract Price

Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier in its quotation and **must include all applicable taxes and other costs.**

### 8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

- (i) The buyer shall make payment for goods, works or services delivered and accepted within 30 days after sales of the delivered goods, works or services.
- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.

- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

## 9. Inspections and Tests

The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

## 10. Warranty

The Supplier warrants that all the Goods are of quality as per the KEBS quality standard herein.

## 11. Tenderer Eligibility:

Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) valid trading license (ii) certificate of registration, and (iii) valid tax compliance certificate. (iv) AGPO Certificate (where applicable). The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.

## SUBMISSION OF THE EXPRESSION OF INTEREST

Interested suppliers are requested to submit one original and a copy of the original, serialized/paginated, bound or firmly stapled in a plain sealed envelope clearly marked with tender description and number. The envelope should be deposited in the tender box located at the ground floor.

- The National Cereals and Produce Board now invites eligible Cereals dealers to indicate their interest in providing the cereals under agency agreement. Interested bidders will give samples for the supply for testing before being accepted if it meets the required standards
1. Government-owned enterprises or institutions of Kenya Government, officials and civil servants and employees of public institutions are not eligible. Bidders may associate with other firms to enhance their capability, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.
  2. The suppliers will be selected in accordance with the Quality & Cost-Based Selection (QCBS) method set out in the Act and Regulations.
  3. Further information can be obtained at **the office of the Head of Procurement Services** during normal working hours (Monday to Friday), between 9.00 am and 3.00 pm.
  4. Completed expression of interest document should be submitted in a sealed envelope clearly marked in Bold Letters: **“TENDER FOR SUPPLY AND DELIVERY OF VARIOUS TYPES OF CEREALS UNDER DIRECT CONTRACTUAL AGREEMENT ON AGENCY BASIS FOR A PERIOD OF 1 YEAR”** 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 situated in Nafaka House, Ground Floor, by the Reception Area, so as to be received on or before **Tuesday 13<sup>th</sup> December, 2022** at 12.00 noon (EAT). **Electronic Tenders will not be permitted /accepted.**

