



NEW KENYA PLANTERS COOPERATIVE UNION PLC

FARMER CENTRIC, TRANSPARENT, ACCOUNTABLE

**REQUEST FOR QUOTATIONS (RFQ)
FOR
SUPPLY AND DELIVERY OF CERTIFIED COFFEE SEEDLINGS**

TENDER NUMBER NKPCU/RFQ/041/2024/2025

Release Date: April 14, 2025

Closing Date and Time: **April 17, 2025, at 12:00 PM (1200 Hours) East Africa Time (EAT)**

Location for Submission: Drop Off-Tender box located at the reception on 6th Floor, Wakulima House, Haile Selassie Avenue, Nairobi

REQUEST FOR QUOTATIONS (RFQ)

To: **All Invited/Registered Suppliers**

From: New Kenya Planters Cooperative Union PLC
Wakulima House, Haile Selassie Avenue
P.O. Box 56938-00200
Nairobi, Kenya

RE: REQUEST FOR QUOTATIONS (RFQ) FOR SUPPLY AND DELIVERY OF CERTIFIED COFFEE - REF: NKPCU/RFQ/041/2024/2025

1. The New Kenya Planters Cooperative Union PLC (the Procuring Entity) invites you to submit quotations for the supply and delivery of certified coffee seedlings to support coffee farmers in various counties under the National Coffee Revitalization Programme, as detailed in Table A: Schedule of Requirements and Technical Specifications.
2. The quotation shall follow the instructions and documents in this RFQ and shall be in the English language. Tenderers may obtain further information during office hours (9:00 a.m. to 4:00 p.m. EAT, Monday to Friday) at the address provided below.
3. Quotations shall be submitted in accordance with the instructions in Part 1: Instructions to Tenderers, in a sealed envelope clearly indicating the Tenderer's name and address, the quotation name and title, and the RFQ reference number. Quotations must reach the Procuring Entity at the address below not later than 12:00 p.m. EAT on Thursday, April 17, 2025.
4. Quotations may be delivered by registered mail, courier, email to procurement@newkpcuplc.go.ke, or hand delivery at the Tenderer's option. Late quotations shall be rejected without exception.
5. Enquiries regarding this RFQ may be addressed to the Supply Chain Management team via procurement@newkpcuplc.go.ke.
6. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
7. Please inform the undersigned by email within 1 day (24 hours) of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations:

Name of Procuring Entity: NEW KENYA PLANTERS COOPERATIVE UNION PLC

Mailing Address: P.O. Box 56938-00200, Nairobi

Physical Address for Hand Delivery: Tender Box Drop-Off at 6th Floor, Wakulima House, Haile Selassie Avenue, Nairobi (Immediately opposite the Lift Lobby)

Email for email submissions: procurement@newkpcuplc.go.ke

Yours sincerely,

Director, Supply Chain Management
For: **MANAGING DIRECTOR**

PART 1: INSTRUCTIONS TO TENDERERS

1. Tenderers are advised to read these instructions and the Conditions of Contract in Part 3 carefully before preparing the quotation. The standard forms in this RFQ may be photocopied for completion, but the Tenderer is responsible for their accurate reproduction. The term "Tenderer" shall mean the firm or person invited to submit a quotation. The term "Quotation" herein shall mean the quotation submitted as understood in public procurement under the Public Procurement and Asset Disposal Act, 2015 (PPADA).
2. Validity of Quotations: The quotation shall remain valid for 60 days from the date of submission.
3. The Quotation shall consist of:
 - (a) Completed Table A: Schedule of Requirements and Technical Specifications;
 - (b) Completed Table B: Quotation Submission Table;
 - (c) Form of Quotation; and
 - (d) Documents evidencing eligibility and conformity to technical specifications, as specified in this RFQ.
4. Sealing and Marking of Quotations: Quotations shall be submitted in one original, sealed in a single envelope clearly marked with the Quotation Reference Number (NKPCU/RFQ/041/2024/2025), the Tenderer's name, and the name of the Procuring Entity. The envelope shall be sealed in a manner that prevents undetected opening and resealing.
5. Submission of Quotations: Quotations, and any alternatives permitted under Clause 11, shall be submitted to the address below on or before the specified date and time. Submissions may be by hand delivery, registered mail, courier, or email to procurement@newkpcuplc.go.ke .
6. Address for Submission:

NEW KENYA PLANTERS COOPERATIVE UNION PLC
Tender Box, 6th Floor, Wakulima House
Haile Selassie Avenue
P.O. Box 56938-00200, Nairobi, Kenya
7. Date of Submission (Deadline): Thursday, April 17, 2025
Time of Submission (Deadline): 12:00 p.m. East Africa Time (EAT) Late quotations will be rejected.
8. Opening of Quotations: Quotations will be opened immediately after the closing date and time specified above, by at least three appointed officials of the Procuring Entity.
9. Tenderer Eligibility: To demonstrate eligibility for contract award, the Tenderer must submit documentary evidence for each of the following:
 - (i) Valid business permit or trading license;
 - (ii) Certificate of registration or incorporation;
 - (iii) Valid tax compliance certificate;
 - (iv) AGPO registration certificate (where applicable, e.g., for reserved lots);
 - (v) Proof of KEPHIS certification as a seed producer/nursery operator; and
 - (vi) Completed qualification forms attached to this RFQ, confirming eligibility and non-existence of conflict of interest.
10. Additionally, Tenderers shall provide:
 - Clear photos of the coffee seedlings quoted for;

- Details of the nursery location (including physical address and GPS coordinates if available); and
- Signed forms for Disclosure of Interest, Certificate of Independent Quotation Determination, and Self-Declaration Forms.

11. **Invitation Not Transferable:** This invitation is not transferable to other firms or individuals not invited.

12. **Goods Eligibility:** Tenderers must submit evidence (e.g., KEPHIS certificates) showing that the goods (certified coffee seedlings) originate from licensed Kenyan nurseries. Imported seedlings are not eligible.

13. **Technical Specifications:** Tenderers must respond to the specifications demonstrating that the goods meet the technical specifications in Table A.

14. **Alternative Quotations:** Tenderers may submit alternative quotations for goods (e.g., grafted varieties). Only alternatives from the Tenderer with the winning quotation, conforming to basic technical requirements, will be considered.

15. **Currency:** All quotations shall be priced in Kenya Shillings (KES)

16. **Evaluation of Quotations:** Quotations will be evaluated in the following stages:

- i) Preliminary Examination to determine Tenderer eligibility based on:
 - a. Certificate of registration or incorporation;
 - b. Form CR12 or equivalent (for companies);
 - c. Valid tax compliance certificate;
 - d. AGPO registration certificate (where applicable);
 - e. Completed qualification forms;
 - f. Clear photos of quoted coffee seedlings; and
 - g. Nursery location details. Non-responsive quotations will be rejected.
- ii) Technical Examination to assess goods eligibility, compliance with technical specifications (Table A), and commercial responsiveness (e.g., delivery timelines). Quotations failing this stage will be rejected.
- iii) Financial Evaluation to compare responsive quotations and determine the lowest evaluated price. If foreign currency is quoted (despite Clause 12), it will be converted to KES using the Central Bank of Kenya's selling rate on the submission date for comparison only.

14. **Lowest Evaluated Quotation:** The lowest evaluated responsive quotation shall be recommended for award.

15. **Award of Contract:** Awards shall be made via a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. Multiple awards may be made for reserved lots (e.g., AGPO categories). The currency of award and payment shall be Kenya Shillings. Unsuccessful Tenderers will be notified simultaneously with the award, including the name and amount of the accepted quotation(s).

16. **Right to Reject or Waive:** The Procuring Entity reserves the right to reject any or all quotations, waive minor informalities or irregularities, or cancel the process at any time prior to award, without incurring liability, in accordance with PPADA, 2015. Reasons for rejection may include non-conformity, non-responsiveness, conditional bids, alterations, unrequested information, or incompleteness.

17. **Tie-Breakers:** In case of tied bids, the Procuring Entity may apply additional criteria, including:

- a) Unit cost of the coffee seedlings;
- b) Compliance with product specifications;
- c) Warranties or quality standards (e.g., viability rates);
- d) Delivery capabilities (e.g., proximity of nursery to any of the 33 coffee growing counties for timely supply); and
- e) Past performance or references in supplying certified seedlings.

The Procuring Entity may make multiple awards based on these criteria and lot reservations.

18. Right to Accept or Reject: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award, as per PPADA, 2015.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM

FORM OF QUOTATION [To be completed by Tenderer]

Quotation Addressed to	NEW KENYA PLANTERS COOPERATIVE UNION PLC
Date of Quotation	
Quotation Reference Number:	NKPCU/RFQ/041/2024/2025
Subject of Quotation	Supply and Delivery of Certified Coffee Seedlings

1. We have examined and have no reservations to the Request for Quotation document dated **April 14, 2025**, and understand its full content and intent.
2. In compliance with your request for quotations dated April 14, 2025, referenced above, we offer to supply and deliver the certified coffee seedlings in conformity with the attached Table A: Schedule of Requirements and Technical Specifications, and our pricing listed in Table B: Quotation Submission Table, at a total price of Kenya Shillings [insert total amount in figures] [insert total amount in words].
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Instructions to Tenderers, including valid certificate of registration/incorporation, Form CR12 or equivalent, valid tax compliance certificate, and AGPO certificate (where applicable).
4. We also confirm that the goods to be supplied conform to Table A: Schedule of Requirements and Technical Specifications in Part 2 of this RFQ Document.
5. We undertake to adhere to the Code of Ethical Conduct for Suppliers, Contractors, and Service Providers, a copy of which is available from <https://www.newkpcuplc.go.ke>, during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation, except as allowed under the Conditions of Contract.
7. The validity period of our quotation is 60 days from the date of the submission deadline.
8. We confirm we are not submitting any other quotation as an individual or firm, and we are not participating in any other quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by, any entity or individual that is subject to a temporary suspension or debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf

engages in any type of fraud or corruption.

11. We hereby certify and confirm that the quotation is genuine, non-collusive, and made with the intention of accepting the contract if awarded. To this effect, we have signed the "Certificate of Independent Quotation Determination" attached below.
12. We, the Tenderer, have completed fully and signed the Form for Disclosure of Interest (interest of the firm in the Procuring Entity) attached below.

The Delivery Period Offered Is:[Insert number] days from date of acceptance of Quotation (not exceeding 7 days to align with the May 2025 planting season).

The Warranty Period Offered Is: 3 months from delivery, with a minimum 95% viability guarantee for the seedlings.

Quotation Authorized By:

Name: _____

Designation: _____

Signature: _____

Telephone: _____

Email Address: _____

Company Stamp/Seal: _____

Date: _____

Stamp/ sealed by Firm.....

SCHEDULE OF REQUIREMENTS TABLE

RFQ No. NKPCU/RFQ/041/2024/2025

Kindly send us a quotation for the following items.

A Item	B Description of Goods	C UOM	D MIN QTY	E Variety	F UNIT (KES)	Price	G AMOUNT (KES)
1.	Certified Coffee Seedlings -	EACH	10,000	Batian			
2.	Certified Coffee Seedlings -	EACH	10,000	Ruiru II			
3.	Certified Coffee Seedlings -	EACH	10,000	SL 28			
4.	Certified Coffee Seedlings -	EACH	10,000	Robusta			
5.	Certified Coffee Seedlings -	EACH	10,000	Grafted			

Please provide your quotation in the table above, clearly indicating the unit price and total price for each item in Kenyan Shillings (KES).

1. All sealed bids must be received by the due date and time. Bids received after the bid opening date and time will not be considered under any circumstances.
2. Unit prices must be inclusive of all taxes and costs, including the Capacity Building Levy Order (CBL, 2023) at a rate of 0.03% of the value of the signed contract, exclusive of applicable taxes. The accepted prices will be maintained for a minimum period of Sixty Days (60), and purchases will be made through Purchase Orders at the stated contract prices.
3. Accuracy: All unit rates and total costs must be accurate and reflect the full cost of supplying and delivering certified coffee seedlings at designated Farmers' Cooperative Societies or farmers collection points.
4. Completeness: All items listed must be priced. If an item is not applicable, state "N/A" and provide a brief explanation.
5. NKPCU PLC reserves the right to order additional quantities/scope than stated as approximate amounts after the initial award based on the Supplier's willingness to hold their bid price and mutually agreed-upon scopes.
6. The awarded bidder's Form of Quotation and price sheet, as accepted by NKPCU, will be incorporated as part of the purchase order or contract. Contract(s) resulting from this RFQ will remain valid until terminated or another tender/contract is entered into.
7. The Supplier(s) warrants that all articles will conform to applicable specifications, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defects.
8. Suppliers to provide clear photos of sample seedlings, nursery location details, and certification documents.
9. Grafted seedlings (e.g., Ruiru 11 scion on SL rootstock) are preferred for enhanced traits; **Bidders are required to indicate the variety offered in the variety column.**
10. Non-compliance with specifications may lead to rejection during inspection. Delivery shall be to designated Farmers' Cooperative Societies or collection points within 7 days of order.

Certification by Tenderer:

On behalf of the Tenderer, I certify that the information provided in this quotation is complete, accurate, and compliant with the RFQ requirements as of the date of submission.

Full Name: _____

Title/Designation: _____

Signature & Company Stamp: _____

Date: _____

FORM FOR DISCLOSURE OF INTEREST – Interest of the Firm in the Procuring Entity.

1. Are there any person/persons in New Kenya Planters Cooperative Union PLC who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

2. Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

3. Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION [To be completed and signed by the Tenderer]

I, the undersigned, in submitting the accompanying Form of Quotation to NEW KENYA PLANTERS COOPERATIVE UNION PLC for: Request for Quotations (RFQ) for Supply and Delivery of Certified Coffee Seedlings - RFQ Number: NKPCU/RFQ/041/2024/2025, in response to the request for quotations made by

.....[insert full legal name of Tenderer], do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of[insert full legal name of Tenderer] that:

1. I have read and understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate and to submit the Quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the Quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a quotation in response to this RFQ;
 - b) Could potentially submit a quotation in response to this RFQ based on their qualifications, abilities, or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements, or arrangements with one or more competitors regarding this RFQ, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements, or arrangements;
6. In particular, without limiting the generality of paragraphs 5(a) or 5(b) above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - a) Prices;
 - b) Methods, factors, or formulas used to calculate prices;
 - c) The intention or decision to submit, or not to submit, a quotation; or
 - d) The submission of a quotation which does not meet the specifications of the RFQ; except as specifically disclosed pursuant to paragraph 5(b) above;
7. In addition, there has been no consultation, communication, agreement, or arrangement with any competitor regarding the quality, quantity, specifications, or delivery particulars of the goods or services to which this RFQ relates, except as specifically authorized by the Procuring Entity or as specifically disclosed pursuant to paragraph 5(b) above;
8. The terms of the Quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor prior to the date and time of the official quotation opening or the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph 5(b) above.
9. I understand that any false or misleading statement in this Certificate may lead to disqualification of the Quotation, termination of any resulting Contract, and debarment under the Public Procurement and Asset Disposal Act, 2015. Name: _____

Title/Designation: _____

Signature: _____

Date: _____

Company Stamp/Seal: _____

_____ [Name]

SELF-DECLARATION FORM To be completed by Tenderer]

We, the Tenderer [insert full legal name of Tenderer], submitting our Quotation in respect of: Request for Quotations (RFQ) for Supply and Delivery of Certified Coffee Seedlings - RFQ Number: NKPCU/RFQ/041/2024/2025 for NEW KENYA PLANTERS COOPERATIVE UNION PLC,

DECLARE AS FOLLOWS: That, we the Tenderer, including any entity or individual that directly or indirectly controls, is controlled by, or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved in the processes of procurement and contract execution related to the above Quotation:

PART A: SELF-DECLARATION THAT THE TENDERER IS NOT DEBARRED UNDER THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015 I, [insert full name of authorized signatory], of P.O. Box , being a resident of in the Republic of Kenya, do hereby make a statement as follows:

1. THAT I am the [insert title,] of [insert Tenderer's full legal name] with offices at (insert address).
2. THAT the aforesaid Tenderer, its directors, servants, agents, and/or subcontractors have not been debarred from participating in procurement proceedings under Part IV of the Public Procurement and Asset Disposal Act, 2015.
3. THAT what is declared herein is true to the best of my knowledge, information, and belief.

Signature: _____

Name: _____

Designation: _____

Date: _____

Company Stamp/Seal: _____

PART B: SELF-DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE I, , of P.O. Box , being a resident of in the Republic of Kenya, do hereby make a statement as follows:

1. THAT I am the [insert title,] of [insert Tenderer's full legal name] with offices at [insert physical address].
2. THAT the aforesaid Tenderer, its directors, servants, agents, and/or subcontractors:
 - a) Have not engaged and will not engage in any corrupt, fraudulent, collusive, or coercive practices in the processes of procurement and contract execution related to the above Quotation, as defined in:
 - i) This RFQ document;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015, and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2003; and
 - iv) Any other relevant Acts or Regulations of the Government of Kenya.
 - b) Have not offered and will not offer any inducement to any member of the board, management, staff, employees, and/or agents of NEW KENYA PLANTERS COOPERATIVE UNION PLC.
 - c) Have not engaged and will not engage in any collusive or coercive practices with other Tenderers participating in this RFQ.
3. THAT what is declared herein is true to the best of my knowledge, information, and belief.

Signature: _____

Name: _____

Designation: _____

Date: _____

Company Stamp/Seal: _____

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION OF GOODS	UOM	MINIMUM REQUIREMENTS/SPECIFICATIONS	COMMENTS BY BIDDER
1.	Certified Coffee Seedlings-Ruiru II	Each	Variety: Ruiru 11 (disease-resistant hybrid). - Certification: KEPHIS-certified seeds/seedlings; proof from Coffee Research Institute (CRI). - Age: 6-12 months old. - Height: Minimum 20-30 cm with at least 4-6 leaves. - Health: Free from pests (e.g., coffee berry borer) and diseases (e.g., coffee leaf rust, berry disease); healthy, well-developed root system (no root-bound). - Packaging: Individual polythene bags (at least 15x20 cm) filled with sterilized soil mix. - Viability: Minimum 95% germination/survival rate post-planting (supplier to provide warranty). - Origin: Produced in licensed Kenyan nurseries;	
2.	Certified Coffee Seedlings-Batian	Each	-Variety: Batian (high-yield, resistant to coffee berry disease and leaf rust). - Certification: KEPHIS-certified; CRI approval. - Age: 6-12 months old. - Height: Minimum 20-30 cm with at least 4-6 leaves. - Health: Free from pests and diseases; robust root system. - Packaging: Individual polythene bags with appropriate soil. - Viability: Minimum 95% survival rate; 3-month warranty against defects. - Origin: Kenyan nurseries only	
3.	Certified Coffee Seedlings-SL 28	Each	- Variety: SL28 or SL34 (traditional Arabica, high-quality but specify resistance treatments if needed). - Certification: KEPHIS-certified; CRI verification. - Age: 6-12 months old. - Height: Minimum 15-25 cm with at least 4 leaves. - Health: Treated for common diseases; pest-free; strong roots. - Packaging: Polythene bags with nutrient-rich media. - Viability: Minimum 90% survival; warranty included. - Origin: Licensed Kenyan sources.	
4.	Certified Coffee Seedlings- Grafted Ruiru II	Each	Ruiru 11 scion on SL-28/SL-34/Batian rootstock, KEPHIS-certified; CRI-approved. Age at Sale/Transplant 6-12 months, Height 20-30 cm (from soil line to tip). Health and Viability Free from pests/diseases; 95%+ survival rate, include proof of origin from licensed nurseries. Grafted seedlings may be verified free of diseases via phytosanitary certificates.	
5	Certified Coffee Seedlings- Grafted Ruiru II	Each	Robusta (<i>Coffea canephora</i>), suitable for lower altitude regions like Busia County (resistant to coffee leaf rust and adaptable to warmer climates). - Certification: KEPHIS-certified; approval from Coffee Research Institute (CRI) or KALRO. - Age: 6-12 months old. - Height: Minimum 30-40 cm with at least 1-2 pairs of branches. - Health: Free from pests (e.g., coffee berry borer) and diseases (e.g., coffee wilt disease); healthy, well-developed root system (no root-bound). - Packaging: Individual polythene bags (at least 15x20 cm) filled with sterilized soil mix. - Viability: Minimum 95% germination/survival rate post-planting (supplier to provide warranty). - Origin: Produced in licensed Kenyan nurseries, preferably sourced for Busia County conditions.	

PART 3: CONTRACT CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made this day of April 2025.

BETWEEN: NEW KENYA PLANTERS COOPERATIVE UNION PLC, a public limited company incorporated under the laws of Kenya, with its principal place of business at Wakulima House, Haile Selassie Avenue, P.O. Box 56938-00200, Nairobi, Kenya (hereinafter called the "Procuring Entity"),

AND

....., a company/sole proprietorship/partnership] registered under the laws of Kenya, with its principal place of business at (hereinafter called the "Supplier").

(2) WHEREAS:

- a. The Procuring Entity invited quotations for the supply and delivery of certified coffee seedlings as described in the Request for Quotations (RFQ) Number: NKPCU/RFQ/041/2024/2025; and
- b. The Supplier submitted a quotation that was evaluated and accepted by the Procuring Entity for the sum of

..... in words and figures inclusive of all applicable taxes and duties (hereinafter called the "Contract Price").

(3) NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Incorporation of Documents

This Contract Agreement includes and incorporates by reference the following documents, which form an integral part of the Contract:

- (a) Table A: Schedule of Requirements and Technical Specifications;
- (b) Table B: Quotation Submission Table;
- (c) Form of Quotation;
- (d) Conditions of Contract
- (e) The Supplier's Quotation
- (f) Letter of Acceptance and
- (g) Any other documents forming part of the RFQ or subsequent clarifications.

2. Obligations of the Supplier

In consideration of the payments to be made by the Procuring Entity, the Supplier hereby covenants with the Procuring Entity to supply and deliver the certified coffee seedlings in conformity with the Schedule of Requirements, Technical Specifications, and all provisions of the Contract. The Supplier shall remedy any defects (including non-viability or non-conformity) at its own expense and ensure timely delivery to support the planting season in Kenya.

3. Obligations of the Procuring Entity

The Procuring Entity hereby covenants to pay the Supplier 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 therein, subject to satisfactory delivery, inspection, and acceptance.

4. Governing Law and Dispute Resolution

This Contract shall be governed by and interpreted in accordance with the laws of Kenya. Any disputes arising under or in connection with this Contract shall be resolved in accordance with the Settlement of Disputes clause in the Conditions of Contract.

5. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No variation shall be effective unless in writing and signed by both parties.

6. Sustainability and Compliance

The Supplier shall ensure that the supply of Goods complies with environmental sustainability standards, ethical practices, and all applicable Kenyan laws, including those related to agricultural certification (e.g., KEPHIS and CRI requirements).

(4) IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day and year first above written.

SIGNED and sealed for and on behalf of New Kenya Planters Co-operative Union (The Procuring entity /Buyer)

Signed By:	In the presence of
Name: Timothy Mirugi, EBS Title: Managing Director Signature: Date.....	Name: Title: Signature: Date.....

SIGNED and sealed for and on behalf of
.....(The Supplier :)

Signed By:	In the presence of
Name: Title: Signature: Date.....	Name: Title: Signature: Date.....

CONDITIONS OF CONTRACT

These Conditions of Contract shall form part of the Contract arising from this RFQ. They are supplemented by any Special Conditions of Contract specified in the RFQ. In case of conflict, the Special Conditions shall prevail.

1. Definitions

1.1 In this Contract:

- (a) "The Contract" means the agreement entered into between the Procuring Entity 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) "The Goods" means the certified coffee seedlings and related services to be supplied under the Contract.
- (d) "The Procuring Entity" means New Kenya Planters Cooperative Union PLC (NKPCU).
- (e) "The Supplier" means the individual or firm supplying the Goods under this Contract.

2. Application

These Conditions shall apply to the Contract for the supply and delivery of certified coffee seedlings as specified in the Schedule of Requirements.

3. Country of Origin and Eligibility

3.1 All Goods supplied under the Contract shall have their origin in Kenya or other eligible countries as per PPADA, 2015. For purposes of this clause, "origin" means the place where the Goods are grown or produced.

3.2 The Goods must be certified by the Kenya Plant Health Inspectorate Service (KEPHIS) / the Coffee Research Institute (CRI), ensuring they are from licensed Kenyan nurseries.

4. Standards

The Goods supplied under this Contract shall conform to the technical specifications outlined in Table A: Schedule of Requirements and Specifications, including disease resistance, age, health, and viability standards for coffee seedlings.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract or any provision thereof, or any specification, sample, or information furnished by or on behalf of the Procuring Entity, to any person other than those employed by the Supplier in the performance of the Contract.

5.2 Any document, other than the Contract itself, shall remain the property of the Procuring Entity and shall be returned (all copies) upon completion of the Supplier's performance under the Contract.

6. Patent Rights

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.

7. Inspections and Tests

8.1 The Procuring Entity or its representatives (including Coffee Research Institute inspectors) shall have the right to inspect and test the Goods at the Supplier's nursery, during transit, or upon delivery to confirm conformity to specifications. The Supplier shall provide all necessary facilities and assistance at no cost to the Procuring Entity.

8.2 If any Goods fail to conform, the Procuring Entity may reject them, and the Supplier shall replace or rectify at its own expense.

8.3 For coffee seedlings, inspections shall verify health, pest-free status, and viability (minimum 95% survival rate).

8. Packing

The Supplier shall provide packing suitable to prevent damage or deterioration during transit, such as individual polythene bags with sterilized soil mix for each seedling. Packing shall comply with any special requirements in the Schedule of Requirements.

9. Delivery and Documents

10.1 Delivery shall be made to designated sites within the Republic of Kenya within 7 days of order placement, in accordance with the Schedule of Requirements, to align with the May 2025 planting season.

10.2 The Supplier shall provide delivery notes, KEPHIS certificates, and proof of origin with each consignment. Late delivery may incur liquidated damages.

10. Insurance

The Goods shall be fully insured by the Supplier against loss or damage during transportation, storage, and delivery, in a manner suitable for perishable items like seedlings.

11. Transportation

The Supplier is responsible for transporting the Goods to the delivery points in covered vehicles to protect against environmental damage, at no additional cost unless specified.

12. Incidental Services

The Supplier may be required to provide incidental services, such as training on handling seedlings or advisory on planting, if specified in the Schedule of Requirements.

13. Warranty

14.1 The Supplier warrants that the Goods are new, certified, and free from defects, incorporating the latest improvements in design and materials for coffee varieties (e.g., Ruiru 11, Batian).

14.2 For seedlings, the warranty shall include a minimum 95% viability rate post-delivery, with a 3-month replacement guarantee for any failures due to defects (excluding farmer mishandling).

14.3 The warranty period shall be at least 3 months from delivery.

14. Payment (Terms of Payment)

15.1 The Contract Price shall be paid (100%) upon delivery, inspection, and issuance of an acceptance certificate by the Procuring Entity.

15.2 Payments shall be made within 30 days of submission of a valid invoice, supported by delivery notes and certificates. All payments in Kenya Shillings.

15. Prices (Contract Price)

Prices shall be fixed during the Contract period and shall not vary from those quoted, except for approved variations as per PPADA Regulations.

16. Assignment

The Supplier shall not assign, in whole or in part, its obligations under the Contract without the Procuring Entity's prior written consent.

17. Subcontracting

The Supplier shall notify the Procuring Entity in writing of any subcontracts. Such notification shall not relieve the Supplier of its obligations or liabilities.

18. Liquidated Damages

If the Supplier fails to deliver within the specified period, the Procuring Entity shall deduct liquidated damages of 0.5% of the Contract Price per day of delay, up to a maximum of 10%. Persistent delays may lead to termination.

19. Termination for Default

The Procuring Entity may terminate the Contract if the Supplier fails to deliver, perform obligations, or engages in corrupt practices. Upon termination, the Procuring Entity may procure alternatives at the Supplier's expense.

20. Force Majeure

Neither party shall be liable for failure to perform due to events beyond their control (e.g., natural disasters, strikes). The affected party shall notify the other promptly.

21. Settlement of Disputes

22.1 The parties shall resolve disputes amicably through direct informal negotiation.

22.2 If unresolved within 30 days, the dispute may be referred to court-annexed mediation under the laws of Kenya, as per PPADA, 2015.

22. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya.

23. Notices

Any notice shall be in writing and deemed effective upon delivery or registered mail to the addresses specified in the Contract.

24. Language

The Contract and all related correspondence and documents shall be in English.

25. Sustainability and Ethics

The Supplier shall ensure sustainable nursery practices, compliance with environmental laws, and no engagement in corrupt or fraudulent activities, as per PPADA, 2015.