


<p><u>CLIENT</u></p>	 <p>KENYA GOOD NEIGHBORS, P.O BOX 1641-00621, NAIROBI KENYA. EMAIL kenya@goodneighbors.org TEL 254111052050/254702091580</p>
<p><u>RFP NO:</u></p>	<p>KGN/SED/PROJECT/KOICA/2024/06/006.</p>
<p><u>RFP NAME</u></p>	<p>DESIGN AND BUILD OF SOLAR DRYERS AND NURSERY STRUCTURE FOR KIRURUMWE FARMERS COOPERATIVE SOCIETIES IN EMBU COUNTY.</p>
<p><u>SITE OF WORKS</u></p>	<ol style="list-style-type: none"> 1. KEVOTE FACTORY 2. KIANJUKI FACTORY 3. NGAI NDEITHIA FACTORY
<p><u>CLOSING DATE</u></p>	<p>FRIDAY, 5TH JULY 2024</p>
<p><u>CLOSING TIME</u></p>	<p>1600Hrs</p>
<p><u>CONTENTS</u></p> <ul style="list-style-type: none"> • PROPOSAL SUBMISSION PROCEDURES • TERMS OF REFERENCE 	

1. PROPOSAL SUBMISSION PROCEDURES

1.1. The **KENYA GOOD NEIGHBORS** invites sealed proposals for the **Design and Building of solar dryers and a nursery structure at Kirurumwe Farmers' Cooperative Society in Embu County.**

1.2. Completed proposals must be delivered to the address below on or before **Friday the 5th of July 2024, 1600Hrs.** Electronic Tenders shall be sent to the email address below:
procurement@goodneighbors.ke.

1.3. A **Mandatory** Site Visit and Pre-bid meeting will be held on **21st June 2024** at 1100 hours at Kirurumwe Cooperative Factory, Makengi, Embu County, Kenya.

1.4. Only the bidders who attended the initial site visit shall be exempted from Attending the site visit.

1.5. Any bidder who participated in the initial bidding is eligible to bid provided the submitted documents shall be valid and authentic.

2. SCOPE OF THE PROPOSAL

2.1. The works under consideration shall comprise of

- a) Design and build of solar dryers in Kirurumwe Factories Embu County.
- b) Design and build of a nursery structure in Kirurumwe Factories Embu County.

3. ELIGIBLE TENDERERS

3.1. A Tenderer may be a firm that is a private entity or a joint venture (J.V.) under an existing agreed mentor with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.

3.2. A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process if the Tenderer;

- a. Is a direct relative of any employee of the Procuring entity;

- b. Directly or indirectly controls, is controlled by, or is under common control with another tenderer;
- c. Receives or has received any direct or indirect subsidy from another tenderer;
- d. Has the same legal representative as another tenderer;
- e. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
- f. Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation.

4. CLARIFICATION OF TENDER DOCUMENTS, SITE VISIT AND PRE-TENDER MEETING

- 4.1. Should the tenderer be in any doubt of the precise meaning of any item and/or figure for any reason whatsoever, and should he/she find any page missing, in duplicate, or indistinct, he must inform the client in writing through email address procurement@goodneighbors.ke, who provided such inquiry shall have arrived **Two (2)** days prior to the tender closing date, will respond, with copies to all other tenderers If deemed necessary.
- 4.2. No liability will be admitted nor claim allowed with respect to errors in the Contractors Tender due to mistakes in the Bills of Quantities, which should have been rectified in the manner described above.
- 4.3. Any **Telephone canvassing** from any of the tenderers shall not be allowed and will lead to automatic disqualification.
- 4.4. The Mandatory Site Visit held on **21st June 2024** shall be held as per the following schedule:
- i. **At 1100Hrs, Site visit at Kevote Factory (Near Makengi Centre).**
 - ii. **At 1200 Hrs Site Visit at Ngai Ndeithia (directions shall be provided at Kevote Site visit).**
 - iii. **At 1300 Hrs Site Visit at Kianjuki (directions shall be provided at Ngai Ndeithia Site visit).**

5. SCHEDULE OF REQUIRED DOCUMENTS

5.1. The Tenderer shall submit the following documents for the procuring entity to evaluate;

- a. Valid Tax Compliance Certificate.
- b. Valid K.R.A Pin
- c. Valid Certificate of Incorporation/Registration.
- d. CR12 form.
- e. Company profile, including a detailed organization structure.
- f. List of relevant and Key Personnel to be engaged in the project, their qualifications with Complete CVs, training certificates professional licenses attached. A minimum of Four (4) personnel will be submitted.
- g. Valid NCA Registration and Annual Practising license (**NCA 6 and above**).
- h. Work Profile-list of ongoing and previous projects with evidence attached, which includes Contact Person, Phone Number, email address, L.P.O s, Letter of awards, Signed Contract agreements, Practical Completion Certificates, etc.
- i. Proposed Work Methodology.
- j. Architectural & Structural Drawings.
- k. Priced Bills of Quantities (**Two Bqs, One for Solar Dryers and One for Nursery Structure**).
- l. Programme of Works.
- m. List of owned or leased Equipments with evidence attached.
- n. Litigation history- a sworn affidavit
- o. Financial Audited accounts for the last Two (2) Financial Years (2022&2023)

5.2. The Tenderers shall ensure that all documents submitted in softcopy shall be named appropriately.

5.3. For electronic submission, the tenderer must name the email subject as follows.

Name of Company – Proposal Name i.e. **“BIDII CONTRACTORS –PROPOSED SOLAR DRYERS.”**

5.4. The documents listed in Cl 5.1 shall be submitted in different folders named accordingly.

6. VALIDITY OF THE PROPOSALS

6.1. Proposals shall remain valid for a period of one hundred and fifty (150) days from the date of submission. However, in exceptional circumstances, the procuring entity may request that the tenderers extend the validity period for a specified additional period. The request and the tenderers’ responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security.

7. AMENDMENT TO TENDER DOCUMENTS

7.1. At any time prior to the deadline for submission of tenders, the employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, amend the tender documents by the issuance of an “Addendum”. The “Addendum”, the receipt of which must be acknowledged, shall be sent in writing. Should the Employer be of the opinion that the issuance of an “Addendum” has created a need to extend the deadline of the submission of tenders, then at his discretion, he shall, in writing, grant such an extension.

7.2. The client reserves the right to amend the tender documents. The bidders are, therefore, advised to update themselves with documents listed on the client’s website.

8. TENDER PRICES AND DISCOUNTS

8.1. Only the shortlisted Tenderer will be contacted by the client should there be a need for negotiations on the tender sum.

8.2. Tenderers are reminded that they are required by law to pay all government Taxes arising from or related to the execution of the works. The tenderer must, therefore, include all taxes as aforesaid in their rates.

8.3. The rates provided by the tenderer shall be inclusive of the entire scope of works i.e., design, approvals, works implementations, labour, and taxes. Etc. The Client shall not price any item of work separately than in the tender document.

9. SUBMISSION OF PROPOSALS

9.1. The Tenderer shall deliver the proposals in a single sealed envelope bearing the name and Reference number of the proposal, addressed to the Procuring Entity.

9.2. Tenders and all Documents in connection therewith, as specified above, shall be delivered at the client premises, which is ***along 3rd Sunrise Avenue in Ruiru off Eastern Bypass Between Greenspot Gardens/Brook breeze Apartments and Deliverance Church. Left-hand side After Greenspot Gardens Carpark and of Coordinates (-1.16637,36.96845).***

9.3. The Tenderers shall also submit a softcopy of their bids to the following email address **procurement@goodneighbors.ke.**

9.4. The deadline for physical and electronic submission shall be on **Friday the 5th of July 2024** at **1600Hrs.**

10. RESPONSIVENESS

10.1. Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of tender documents. For the purpose of this clause, a substantially responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights, or the tenderer's obligations under the Contract and the rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

10.2. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer and may not subsequently be made responsive tenderer having corrected or withdrawn the non-conforming deviation or reservation.

11. ARITHMETICAL ERRORS.

11.1 The tender sum shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity.

11.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -

- a) Any error detected, if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal, and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

12. TENDER AWARD

12.1 Kenya Good Neighbors reserves the right to accept or reject any tender, to cancel the tendering process, and reject all tenders at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

13. CORRUPT AND FRAUDULENT PRACTICES

13.1 Kenya Good Neighbors requires that tenderers observe the highest standards of ethics during the procurement process and execution of contracts. A tenderer shall sign a

declaration that he/she has not and will not be involved in corrupt and fraudulent practices.

The declaration shall be submitted together with bidding documents.

13.2 A tenderer shall not be involved in corrupt, coercive, obstructive, or fraudulent practices. A tenderer who is proven to have been involved in any of these practices shall be automatically disqualified.

13.3 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

14. ADVANCE PAYMENT

14.1. The Client shall not pay monies as an advance payment or mobilization fee to the successful tenderer or bidder.

15. PERFORMANCE SECURITY.

15.1. The successful tenderer shall be required to submit a performance bond of Ten 10% of the Contract sum before commencement of works.

16. QUALIFICATIONS OF THE TENDERER

16.1. The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

PART II TERMS OF REFERENCE

1.1 Project Description

KGN (Kenya Good Neighbors, the Client), in collaboration with KOICA (Korea International Cooperation Agency), is working with Kirurumwe Farmers Cooperative Society on an Income Generation project in all three factories, namely Kevote Factory, Ngai Ndeithia, and Kianjuki. The aim is to improve the farm practice and infrastructure.

The project is located in Embu County, which is approximately 120 kilometers northeast of Nairobi, on the south-eastern side of Mount Kenya, on the humid highland slopes of the mountain. The majority of coffee farmers in Embu County are small-scale and they sell their coffee through farmers' societies. These Societies are still struggling with perennial problems of poor management, dilapidated infrastructure, unstable coffee markets, and lack of finances, among others. Farmers in the area face several challenges, including low farming working capital, outdated farming practices and technologies, poor coffee quality seedlings, low farm yields, and worsening climatical conditions, which have led to decreased coffee income. The project aims to increase coffee farmers' income through capacity building and strengthening cooperatives' operation systems. The project's main components will include conducting soil analysis, replacing old disk pulpers with eco pulpers, replacing old coffee drying beds with metallic beds, repairing factory facilities like fermentation tanks and washing channels, building solar dryers, and linking farmers to direct markets, among others. Kenya Good Neighbors also seeks to establish a single coffee nursery within KFCS's factory grounds. The nursery shall supply the farmers of KFCS with genetically superior Arabica coffee seedlings leading to increased coffee production and farmer income.

1.2 Project Location

1.2.1 The project shall be undertaken in the Three (3) Factories of Kirurumwe Farmers

Cooperative Society. They Include:

- i. Kevote 01 Factory.
- ii. Ngai Ndeithia Factory.
- iii. Kianjuki Factory.

1.2.3 The construction of the Solar dryers shall be done as follows:

- a) A Solar Dryer shall be constructed in Kevote Factory.
- b) A Solar Dryer shall be constructed in Kianjuki Factory.
- c) A Solar Dryer shall be constructed in Ngai Ndeithia Factory.

1.2.4 The Construction site for the nursery structure shall be in Kianjuki Factory.

1.3 Scope of Works

- a) Topographic survey and Geotechnical investigations if applicable.
- b) Design of the Solar Dryers and the nursery structure. The bidder shall size the structures appropriately based on the client's needs and functionality. Any Engineering calculations shall be submitted.
- c) Preparation of Architectural and Structural Drawings.
 - i. Architectural Drawings shall include the site plan, elevation and sectional drawings.
 - ii. Structural and Civil drawings shall include the foundation and framing plans and any other relevant components.
 - iii. All drawings shall be stamped by the licensed relevant professionals.
- d) Seeking of all Permits and all approvals from the relevant Authorities if applicable.
- e) Development of work and materials Specifications.
- f) Preparation of Work Methodology and Programme of Works.

- g) Preparation of Bills of Quantities and submission of the priced bills to the client. The bills of quantities shall be standard with the following sections.
 - i. Preliminaries
 - ii. **Builders Works**
 - iii. **Provisional and Prime Cost Sums**
 - iv. **Taxes**
 - v. **Contingency**
- h) **Undertake the Construction Works.**
- i) **Post Construction works, services, or training.**

The Bidder shall Prepare the One bills of Quantities Separately for Nursery and One Bills of Quantities for all Solar Dryers.

1.4 Design Requirements & Considerations for a Solar Dryer

- i. Site Topography
- ii. Groundwater and surface runoff
- iii. Wind Directions
- iv. Sunlight hours
- v. Insect Control
- vi. The amount of parchment to be dried per factory. This will form the basis of the design of the structure in terms of size and functionality.
- vii. The Desired moisture content after drying is 11 %.
- viii. Capacity of parchment shall be 8 tons per drying batch.

1.5 Design Requirements & Considerations for Seedlings Nursery establishment

- i. Site Selection based on topography, soil properties and wind direction.
- ii. Structure sizing and materials specifications development.
- iii. Soil Media.
- iv. Shade management.
- v. Irrigation System

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