



OPEN TENDER

TENDER NO: CEDGG/RFQ/HS&K/405

SUPPLY OF HUMANITARIAN SUPPLIES AND KITS

SUBMISSION DEADLINE:

18TH SEPTEMBER, 2023 AT 1700HRS

INVITATION TO TENDER

Date: 4th September, 2023

1. Centre for Enhancing Democracy and Good Governance (CEDGG) with funding from UNFPA intends to procure humanitarian supplies and kits for distribution to Women of reproductive age, GBV survivors and those at risk in Marsabit, Mandera, Turkana and Wajir Counties.
2. CEDGG herewith invites sealed tender (s)/ bids for:

SUPPLY OF HUMANITARIAN SUPPLIES AND KITS

3. This Tender is being conducted in line with the Open Tender procedures specified in Centre for Enhancing Democracy and Good Governance (CEDGG) **Procurement Manual** and adherence to the Global Standards for Procurement and Supplies
4. **Physical samples** and **Separate Technical and Financial proposals** properly completed and labeled enclosed in one envelope shall be delivered to the address below on or before **1700hrs on 18th September 2023**. Late bids shall be rejected.
5. Location: Physical address, valid postal address and telephone numbers both landline and mobile must be provided
6. Tenders shall be marked and addressed to the address below which will also be the venue for the tender opening.

CEDGG/RFQ/HS&K/405

SUPPLY AND DELIVERY OF HUMANITARIAN SUPPLIES AND KITS

THE CHAIRPERSON,

TENDER COMMITTEE,

CENTRE FOR ENHANCING DEMOCRACY AND GOOD GOVERNANCE (CEDGG),

**OFF KANU STREET, OPPOSITE HOTEL CITYMAX
FREEHOLD ESTATE,**

**P O BOX 15801- 20100
NAKURU**

Information for Tenderers

A. Introduction

1. Scope of Tender

1.1 Centre for Enhancing Democracy and Good Governance (CEDGG) invites tenders for the supply of Humanitarian Supplies and Kits as described in the Schedule of Requirements.

2. Source of Funds

2.1 Centre for Enhancing Democracy and Good Governance (CEDGG) has received funding from UNFPA to fund this initiative.

3. Fraud and Corruption

3.1 Centre for Enhancing Democracy and Good Governance (CEDGG) requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, CEDGG: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an employee in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CEDGG, and includes collusion.

4. Eligible Tenderers

4.1 This Invitation is open to all tenderers registered under relevant laws in Kenya and with demonstrated relevant experience . Successful tenderers shall commit to complete the supply of the Humanitarian Supplies and Kits within 3 weeks after placement of the order.

4.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Centre for Enhancing Democracy and Good Governance (CEDGG) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Humanitarian Supplies and Kits under this Invitation to Tender.

4.3 Tenderers involved in corrupt and fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

5. Eligible Goods

5.1 Thee Humanitarian Supplies and Kits to be supplied under the contract shall have their specifications as the sample supplied and approved.

6. Cost of Tendering

6.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender. CEDGG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7. Tender Document

7.1 Complete tender documents in English detailing the requirements may be obtained from CEDGG's website at www.cedgg.org

7.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender document in every respect will be at the tenderers risk and may result in the rejection of its tender.

8 Language of Tender

8.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and CEDGG, shall be written in English language, provided that any printed literature furnished by the tenderer 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 tender, the English translation shall govern.

9 Documents Constituting the Tender

9.1 The tender prepared by the tenderer shall comprise the following components:

- a) Tender's registration documents NOT limited to;
 - Company registration certificate
 - PIN certificate
 - Tax compliance certificate,
 - Proof of previous supply of similar supplies
- b) Tender Form and a Price Schedule completed,
- c) Self-declaration that the bidder has not been debarred from participating in Public Procurement in Kenya as per Section 41 of the PPADA 2015
- d) Self-declaration that the bidder has not been convicted of any fraudulent and corrupt practices and the bidder will not engage in any corrupt and fraudulent practice
- e) Documentary evidence established in accordance with paragraph 13 that the Humanitarian Supplies and Kits and ancillary services to be supplied by the tenderer are eligible and conform to the tender documents. The information should accompany the SAMPLES of the kits properly labeled which is mandatory

Submission of samples:

Submit one (1) complete set for technical evaluation

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit price and total tender price of the Humanitarian Supplies and Kits it proposes to supply under the contract.

Prices quoted by the tenderer shall be fixed during the performance of the contract and shall not be subject to any variation on any account.

A tender submitted with an adjustable price quotation will be treated as non-Responsive and will be rejected.

10.2 The tenderer must also include the Terms of Payment.

10.3 Prices quoted shall include transport cost to CEDGG office premises in Nakuru.

11. Tender Currencies

11.1 Tender Prices shall be quoted in Kenya Shillings (Kshs).

12. Qualifications of the Tenderer

12.1 The tenderer shall provide, as part of the tender, documentary evidence to establish the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to CEDGG's satisfaction:

- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) that the tenderer has a successful performance history;

13. Period of Validity of Tenders

13.1 Tenders shall remain valid for 60 days after date of tender opening. A tender valid for a shorter period shall be rejected as non-responsive. Please indicate in your proposal that it will remain valid for this period.

13.2 In exceptional circumstances, Centre for Enhancing Democracy and Good Governance (CEDGG) may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer may refuse the request; however, a tenderer granting the request will not be required nor permitted to modify its tender.

14 Deadline for Submission of Tenders

- 14.1 Tenders must be received by Centre for Enhancing Democracy and Good Governance (CEDGG) at the Address specified above not later than **18th September, 2023 AT 1700HRS.**
Any tender received after the stated opening time and date will be rejected and will be returned unopened to the sender.
- 14.2 Centre for Enhancing Democracy and Good Governance (CEDGG) may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of Centre for Enhancing Democracy and Good Governance (CEDGG)
- 14.3 Canvassing by any tenderer will lead to automatic disqualification.
- 14.4 Any tender received after the deadline for the submission of tenders will be rejected and returned unopened to the tenderer.

15 Modification and Withdrawal of Tenders

- 15.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by CEDGG prior to the deadline prescribed for submission of tenders.
- 15.2 No tender may be modified after the deadline for submission of tenders.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

16 Opening of Tenders

- 16.1 Centre for Enhancing Democracy and Good Governance (CEDGG) will open the **tender** documents/bids at a date set by the tendering committee in accordance with CEDGG's procurement procedures,
- 16.2 Centre for Enhancing Democracy and Good Governance (CEDGG) will prepare minutes of the tender opening.

17 Clarification of Tenders

- 17.1 To assist in the examination, evaluation and comparison of tenders, Centre for Enhancing Democracy and Good Governance (CEDGG) may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

- 17.2 Any effort by the tenderer to influence Centre for Enhancing Democracy and Good Governance (CEDGG) in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.
- 17.3 Centre for Enhancing Democracy and Good Governance (CEDGG) will form an all-inclusive evaluation committee that shall examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 17.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.5 The evaluation committee may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 17.6 Prior to the detailed evaluation, the committee will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender document without material deviations. The committee's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 17.7 If a tender is not substantially responsive, it will be rejected by the evaluation committee and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

18. EVALUATION CRITERIA

The following shall apply:-

- a) Evaluation shall be carried out in four stages: preliminary examination of documents confirming conformance with mandatory requirements, financial capabilities, and technical evaluation of tender and financial evaluation. Only firms meeting mandatory requirements shall qualify for the subsequent stages of evaluation.
- b) Key considerations shall be comprehensive compliance with technical specifications and requirements, demonstrated capability, delivery period and payment terms provisions.
- c) Technical scores weighted to 100%. Only firms scoring at least 60 marks out of the total 100 marks in the technical criteria shall be considered responsive and their financial bid evaluated. The tender shall be awarded to the lowest bidder based on financial bid price comparison.

- d) Relevant and specific experience in undertaking similar supply scope for a period on 3 years. Evidence shall include delivery notes or Contract or LPO or invoices of value 5 million and above.
- e) Client testimonials/ Reference letters from clients apart from CEDGG for evidence of similar work undertake,
- f) A valid sample (1 set) from the bidder
- g) Evidence of financial capabilities of the firm in the last financial year
- h) Tenderer scoring 60% and above shall proceed to the next level, the product evaluation and subsequently financial bid price comparison for the qualifying bidders.
- i) During financial bid price comparison, the tender shall be awarded to the lowest bid price.

19 Contacting CEDGG

- 19.1 No tenderer shall contact Centre for Enhancing Democracy and Good Governance (CEDGG) officials and members of staff on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 19.2 Any effort by a tenderer to influence Centre for Enhancing Democracy and Good Governance (CEDGG) in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

20 Post-qualification

- 20.1 The committee will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 20.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer as well as such other information, as the committee deems necessary and appropriate.
- 20.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the committee will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

21 Award Criteria

- 21.1 The Committee will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

22 CEDGG's Right to Vary quantities

- 22.1 Centre for Enhancing Democracy and Good Governance (CEDGG) reserves the right at the time of contract award to increase or decrease the quantity of Humanitarian Supplies and Kits originally specified in the Schedule of requirements without any change in unit

price or other terms and conditions. Any tenderer whose unit price is based on the award of the entire quantity must specify this in their proposal.

23 CEDGG's Right to Accept or Reject Any or All Tenders

23.1 Centre for Enhancing Democracy and Good Governance (CEDGG) reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 CEDGG's action.

24 Notification of Award

24.1 Prior to the expiration of the period of tender validity, Centre for Enhancing Democracy and Good Governance (CEDGG) will notify the successful tenderer in writing that its tender has been accepted.

24.2 The notification of award will constitute the formation of the Contract.

24.3 Upon the successful Tenderer's furnishing of the performance security, Centre for Enhancing Democracy and Good Governance (CEDGG) will promptly notify each unsuccessful Tenderer.

25 Signing of Contract

25.1 At the same time as Centre for Enhancing Democracy and Good Governance (CEDGG) notifies the successful tenderer that its tender has been accepted, Centre for Enhancing Democracy and Good Governance (CEDGG) will send the tenderer the Contract Form incorporating all agreements between the parties.

25.2 Within fourteen (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to CEDGG.

26 Inspection of Supplies and kits

26.1 Centre for Enhancing Democracy and Good Governance (CEDGG) or its representative shall have the right to inspect the Humanitarian Supplies and Kits to confirm their conformity to the Contract specifications. Centre for Enhancing Democracy and Good Governance (CEDGG) shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

26.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at final destination.

26.3 Should any inspected Humanitarian Supplies and Kits fail to conform to the Specifications, Centre for Enhancing Democracy and Good Governance (CEDGG) may reject the order in part or whole and the tenderer shall either replace the rejected Humanitarian Supplies and Kits to meet desired specification /requirements free of cost to CEDGG.

27 Penalty for delay

27.1 If not mentioned otherwise in the notice inviting tender, in the event of failure to deliver the Humanitarian Supplies and Kits as per the expected delivery date, an amount equal to 1% of the contract value per day subject to maximum of 10% of the contract value will be levied as penalty. Payment of the delivery penalty shall not relieve the successful Tenderer from the obligation of continuing delivery of relevant contract. In case the remainder of the delivery is allowed to be completed by the supplier beyond the scheduled delivery time, this will be at the sole discretion of CEDGG. In case of delays on supplier's part, at any stage during

the scheduled period or after, CEDGG shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the supplier.

28 Corrupt or Fraudulent Practices

CEDGG requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

CEDGG 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

PRICE & SPECIFICATIONS / SCHEDULE OF REQUIREMENTS

<i>S/ N O</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost Kshs.</i>	<i>Total Cost Kshs.</i>
1	Sanitary pads (8 or 7 pad per pack)	Packets	89,700		
2	Girls Panties – Sets of three (S,M,L size)	Sets	3,600		
3	Boys Boxers (1 S,1 M,1 L size) each per pack)	Sets	2,436		
4	Biodegradable bags for Sanitary towels and Girls' Panties	Pieces	29,900		
			Grand Total in Kshs.:		
			Grand Total Kshs:		

ANNEXES

STATEMENT OF SUPPLIERS

If our companyis found to be involved in corruption or fraud or arrangements made with fraudulent intentions or any practice involving any threat to use force, we will consent to having any contract with CEDGG cancelled immediately, irrespective of the contractual terms.

If we are not able to dispel any suspicion of any irregularity within a period of 7 days by presenting adequate evidence, we will consent to having the necessary authorities informed of the existing suspicion.

We undertake to compensate CEDGG for any damage, loss or other detrimental to their project work caused by such irregularity on our part.

We also confirm that no article provided by our company, whether manufactured under our control or procured from other sources, is produced by means of child labor and that all products we provide are made in compliance with labor and social security legislations.

Place:

Date:

Signature and company seal/ stamp

Form of Tender

Date: _____

Tender No:

To:
.....

Gentlemen and/or Ladies:

1. Having examined the tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Humanitarian Supplies and Kits in conformity with the said tender documents for the sum of.....

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the Humanitarian Supplies and Kits in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of.... [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, 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 tender for and on behalf of _____

DETAILED SPECIFICATION

	ITEM	PHOTO
1	<i>Sanitary pads (8 or 7pad per pack)</i>	
2	<i>Girls Panties (S,M,L size)- Cotton material</i>	
3	<i>Boxers Panties (1 S,1 M,1 L size each per pack)- Cotton material</i>	
4	<i>Biodegradable bags for Sanitary towels</i>	