



CALL FOR EXPRESSION OF INTEREST

20th November 2024

SUPPLY OF ITEMS FOR SETTING UP TEMPORARY RESCUE SHELTERS FOR SURVIVORS OF FGM IN WEST POKOT AND ELGEYO MARAKWET COUNTIES

1.0 About CEDGG

Centre for Enhancing Democracy and Good Governance (CEDGG) is a grass root Public Benefits Organization that works to empower vulnerable and marginalized citizens to claim their rights in local development and governance processes. CEDGG has been in operation since the year 2001 as a Non- Governmental Organization. Its head office is in Nakuru Town – Nakuru County, in the Republic of Kenya while its program work covers mainly the rift valley region.

2.0 Introduction

CEDGG is among Implementing partners contributing to the UNFPA -GOK 10th Country Programme outputs on strengthening the capacity of key actors and institutions to address discriminatory gender and social norms; integration of sexual reproductive health and rights, prevention and response to gender-based violence into national and county level policies, plans and accountability mechanisms, including into Universal Health Coverage and humanitarian settings and improving the availability of and accessibility of timely evidence to inform population, sexual and reproductive health, humanitarian, gender-based violence and harmful practices.

3.0. Scope of work

3.1 During the first year (2023) of implementation of this around the months of November and December

of 2023, the demand for establishment of FGM rescue centre/ shelter was recurrent in all community forums. In this year, the need for the same to accommodate young girls in the danger if undergoing FGM has repeatedly been cited as very crucial to avoid a repeat of FGM incidences in the counties of West Pokot and Elgeyo Marakwet .

3.2 It is against this background that CEDGG With support from UNFPA and state department of Gender has planned to set up temporary shelters in target counties, one within the affected sub-county in two of the target counties i.e. West Pokot and Elgeyo Marakwet Counties. This initiative shall be undertaken in collaboration with community leaders, anti-FGM champions and members of the Gender Sector Working groups. The established spaces will be expected to support at least 50 girls in each County for a period of 30 days and will be supplied with bedding, food and basic personal items including dignity kits. While in the shelters, the girls shall be taken through mentorship and life skills including psycho-social sessions as they prepare to rejoin their communities FGM free and ready to work towards realizing their potential socially and economically.

3.3 Delivery address

The tender documents are to be labeled and addressed to:

CEDGG/RFQ/525

SUPPLY AND DELIVERY OF ITEMS FOR SETTING UP TEMPORARY RESCUE SHELTERS FOR SURVIVORS OF FGM IN WEST POKOT AND ELGEYO MARAKWET COUNTIES

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

Soft copies to be emailed via bids@cedgg.org

4.0 Eligible Tenderers

4.1 This Invitation to tender is open to all tenderers with demonstrated track record of undertaking similar or related tasks. The Tenderers must be registered in Kenya. They should provide proof of registration .

4.3 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).

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

5. Eligible Goods

All items to be supplied under the contract shall have their specifications as per the approved schedule and price

6. Cost of Tendering

6.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and 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 Tenderers are 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

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit price and total tender price of the items 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 West Pokot (Chesta Primary School) and Elgeyo Marakwet (St. Michael Catholic Church) Chesoi.

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 its tender, documentary evidence to establish the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.3 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 and technical 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 7 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 for 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 **25th November, 2024 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 Contacting CEDGG

18.1 No tenderer shall contact Centre for Enhancing Democracy and Good Governance (CEDGG) on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

18.2 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.

19 Award Criteria

19.1 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.

20.0 CEDGG's Right to Vary quantities

20.1 Centre for Enhancing Democracy and Good Governance (CEDGG) reserves the right at the time of contract award to increase or decrease the quantity of Dignity 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.

21.0 Duration

The assignment will be undertaken within **30 days** from the date of signing a services contract

22.0 Notification of Award

22.1 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 the tender has been accepted.

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

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

23 Signing of Contract

23.1 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.

23.2 Within three (3) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to CEDGG.

24 Inspection of items supplied

24.1 Centre for Enhancing Democracy and Good Governance (CEDGG) or its representative shall have the right to inspect items 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.

24.2 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.

24.3 Should any items supplied 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 items to meet desired specification / requirements free of cost to CEDGG.





25 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.


PRICE & SPECIFICATIONS / SCHEDULE OF REQUIREMENTS

	Image	Units / Pieces	Unit Cost (Kshs)	Total (Kshs)
Beddings: Mattresses: (4" x6) –blue in colour, High density		100		
Blankets: <i>Butterfly Maridadi Blanket Taped</i> 4x6 (137x200cm)		200		
Bed Sheets: (Cotton, 5*6)	4pc 5*6 Fashion Bedsheet- A Set Of 2bedsheets 	200		
Food stuffs: for 30 days for 50 girls x 2 stations	Rice (Grade 1)	10 kgs per day x 30 days x 2 stations		
	Milk (Ling-life)	10 pks per day x 30 days x 2 station		
	Sugar	3kgs per day x 30 days x 2 stations		
	Tea leaves	500gms per day x 30 days x 2 stations		

Bread/ Loaves	15 pcs x 30 x 2 station		
Unga / maize floor	(20 kgs per day x 2 stations / 30 days)		
Vegetables (Cabbages / Sukuma wiki)	4 large cabbages per day x 30 days x 2 stations		
Cooking oil	40 Ltrs per station x 2 stations		
onions	50 kgs x 2 stations		
Salt	15 Kgs x 2 stations		
Tomatoes	2 kgs per day x 30 days x 2 stations		
Fruits (Mangoes)	50 pcs x 10 days x 2 stations		
Beans (Yellow/ green)	10 kgs per x 20 days x 2 stations		
Ndengu/ Green grams (Polished)	10 kgs per x 10 days x 2 stations		
Meat / goat meat	3 goats per station x 2 stations		
Eggs	2 trays per day 8 days x 2 stations		
Firewood/ Charcoal	2 sacks per week x 5 weeks x 2 stations		

<p>Toilets papers (Tena)- 4 “ pack</p>		<p>50 pcs per station x 2 station</p>		
<p>Bar soaps</p>	<p>Menengai (800g)</p>	<p>110 bars x 2 stations</p>		
<p>First Aid Kits with pain- killers – (Panadol – 2 pkts each)</p>		<p>2 Kit with painkillers x 2 stations</p>		
<p>Bucket (Adix Plastic Bucket With Lid -20L)</p>		<p>100</p>		
<p>Basin (Adix round washing plastic basin - 20L)</p>		<p>100</p>		

Slippers		100		
Plates (Metalic)		100		
Spoons		100		
Cups (Kenstar Lovely Plastic mug)		100		
Lessos (Printed cotton lesso)		100		

<p>Plastic water Tank with Tap (5000 Litres) Including setting up base and transportation site – Branded with <i>UNFPA</i> and <i>CEDGG</i> logos</p>		<p>2</p>		
<p>Dignity kit</p>	<p>2 panties, pads (2 pkts), Tooth paste, Tooth brush and body oil (Vaseline- 100g)- packed in A4 white biodegradable bag</p>	<p>100 sets</p>		

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 specified items 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 items 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 _____