KCB FOUNDATION GROUP LIMITED

PROVISION OF BUSINESS DEVELOPMENT SERVICES FOR STRENGTHENING CIRCULAR ECONOMY MSMES THROUGH CAPACITY BUILDING, MENTORSHIP, AND MARKET LINKAGES IN KENYA

Release Date: **18th September 2026**

Last Date for Receipt of bids: **30th September 2026: Time 3pm EAT**

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DEFINITIONS

For purposes of this document, the following definitions shall apply:

The Foundation	KCB Foundation
Bid	The Quotation or Response to this RFP submitted by prospective Suppliers for fulfilment of the Contract.
BDS provider	The Company awarded the task of providing BDS services as outlined in this document.
Contract	Provision of Business Development services, which will contribute towards meeting the objective of the RFP
Warranty	Achieve production targets as defined in the contract.

IMPORTANT NOTES TO SUPPLIERS

a) The purpose of this document is to assist KCB Foundation in the identification and evaluation of potential service providers who may subsequently be shortlisted
b) Prospective Service Providers must have experience of offering similar services to firms and other financial institutions comparable to KCB Group and complexity and must demonstrate the willingness and commitment to meet the criteria.
c) The successful service provider will be required to comply with all applicable EU visibility and communication requirements relating to the project, including appropriate acknowledgement and use of EU visibility materials in approved project communications and events.
d) The service provider will also be required to comply with applicable safeguarding, Protection from Sexual Exploitation, Abuse and Sexual Harassment (PSEAH) requirements and to ensure that all personnel engaged in delivering the assignment adhere to appropriate safeguarding standards.
e) The provider shall develop and/or adhere to a Trainer/Facilitator Code of Conduct setting out expected professional and ethical standards when interacting with MSMEs and other project stakeholders.
f) The service provider will be responsible for ensuring the confidentiality, security and appropriate handling of all MSME information and personal data accessed or collected during the assignment, in compliance with the Kenya Data Protection Act, 2019, applicable regulations and KCB Group's relevant data protection and information security requirements. Data shall only be collected, accessed, used, stored and shared for authorized project purposes and in accordance with agreed data protection protocols.
g) Compliance with these requirements will form part of the supplier's contractual obligations and will be considered in the assessment of the technical proposal and implementation performance

h) In order to simplify this process, you need to provide **certified copies** of all supporting documents requested, i.e. audited accounts, registration and compliance certificates, statements, safeguarding and GESI policies.
i) All expenses and costs incurred by a respondent in connection with this RFP for preparation and lodging for submission (without limitation) shall be the sole responsibility of the respondent.
j) Without limiting its right at law or otherwise KCB Foundation, may at its absolute discretion suspend or defer this RFP.
k) Canvassing for the tender shall lead to automatic disqualification and subsequent elimination of the applicant
l) ALL Clarifications relating to this RFP Must be submitted via the Supplier Portal

SECTION 1 SCOPE OF WORK

This is a European Union funded project, implemented under the EU SWITCH Kenya Green Programme, aims to promote inclusive economic growth, sustainable livelihoods, and job creation by strengthening the performance and resilience of Micro, Small, and Medium Enterprises (MSMEs). The project focuses on addressing key constraints faced by MSMEs, including limited business management capacity, weak access to finance, and insufficient market linkages, while advancing environmentally sustainable and circular economy practices.

The project is delivered through the Tujenge Pamoja Project, a multi-stakeholder initiative led by Hivos in partnership with KCB Foundation, Kenya Private Sector Alliance (KEPSA), Somo Africa and United States International University–Africa (USIU-Africa).

KCB Foundation will play a key role in supporting enterprise development and private sector engagement, leveraging its experience in entrepreneurship support, financial inclusion, and MSME capacity building.

To achieve its objectives, the project seeks to engage a firm, or organization to provide business development services (BDS) to targeted MSMEs within the Circular Economy. The services will support entrepreneurs to formalize, strengthen, and scale their businesses, contributing to sustainable employment creation, improved incomes, and inclusive green growth.

This Request for Proposal invites eligible service providers to submit proposals outlining their approach, experience, and capacity to deliver effective business development support in alignment with the project's objectives and the European Union's priorities on private sector development, sustainability, and inclusive economic transformation.

The consultancy is expected to contribute to the creation of a pipeline of investment-ready circular economy MSMEs by providing business development support to 800 MSMEs. Each MSME will nominate at least three representatives to participate in the programme, resulting in an estimated reach of 2,400 individuals across the targeted enterprises. The consultancy should facilitate financing for at least 150 MSMEs through the FSTP seed fund during the project period, while also positioning these and the remaining participating MSMEs to access a further minimum of EUR 1.5 million in financing beyond the project period as their businesses mature and suitable funding opportunities arise. This will be supported through the development of investable business plans, investor-ready financial models, investment pitch decks and targeted investor engagement and financing support.

The Intervention targets three priority value chains namely, plastics and plastic packaging, organic waste and textiles across eight counties: Nairobi, Kiambu, Nakuru, Machakos, Makueni, Mombasa, Kilifi, and Kwale, identified as national Circular Economy hotspot areas. The list of MSMEs who will participate in this project will be shared by KCB Foundation.

2.1 Main Objectives

The main objective of this initiative is to enhance the growth, resilience and market competitiveness of circular economy MSMEs across the eight target counties

2.2 Specific Work Packages

Work Package 1: To build the technical and business capacity of MSMEs through structured bootcamps and assessments.
The BDS provider will be expected to provide and deploy a relevant BDS curriculum and the necessary documents/training modules as guided by the needs assessment findings. The training, which will target 800 MSMEs, is expected to be for minimum 10 hours.

Work Package 2: To provide personalized Business Development Services (BDS) through coaching and mentorship.
The BDS Provider will provide tailored one-on-one mentorship and coaching to 800 MSMEs identified and provided by KCB Foundation. The support will be informed by the needs and capacity gaps identified through the MSME assessment and will focus on strengthening practical business management and growth competencies, including business planning, financial management, record keeping, market development, digitalization, investment readiness and access to finance, as relevant to the needs and value chains of individual MSMEs. The mentorship and coaching will provide practical, guidance to enable MSMEs to address the identified gaps, strengthen business performance, pursue growth opportunities and improve their readiness to access appropriate financing.

Work Package 3: To strengthen MSMEs' access to markets through targeted linkages and networking.
The service provider will work with KCB Foundation and the other project partners to support targeted MSMEs to improve market access through structured linkages, networking forums, and engagement with buyers and ecosystem actors.

Work Package 4: facilitate business-to-business (B2B) connections through structured business matching sessions.
This work package aims to strengthen market access by facilitating structured B2B engagements between programme beneficiaries and potential buyers, suppliers, and investors, in line with EU priorities on private sector development and job creation.
It will involve profiling and preparing participants, organizing targeted matchmaking sessions (e.g., one-on-one meetings, networking forums, and pitch events), and linking enterprises to relevant value chains. Post-event follow-up will support partnership development and track outcomes such as deals concluded, market linkages established, and increased business opportunities.

2.3 Outputs

The work should lead to attainment of the below overall outputs.

- 800 MSMEs supported through structured business development and investment-readiness interventions.
- 2,400 MSME representatives reached through training, coaching and mentorship, with a minimum of three representatives per MSME.
- Investment readiness assessments and tailored support plans completed for participating MSMEs.
- Investor-ready business plans, financial models, pitch decks and financing proposals developed and or refined for targeted MSMEs.
- 800 MSMEs supported to develop pitching and investor-engagement capabilities, including preparation for engagement with potential financiers and investors.
- 320 MSMEs receiving targeted financing-readiness, market-linkage and networking support, based on their identified potential for acceleration and growth.
- Market linkages and networking opportunities facilitated with relevant buyers, suppliers, financiers, investors and ecosystem actors.
- B2B matchmaking sessions, networking forums and pitch events organised to connect eligible MSMEs with potential business and financing partners.
- A qualified and investment-ready financing pipeline established and maintained, including enterprises positioned for financing beyond the project period.
- Financing facilitation support provided to at least 150 eligible MSMEs under the Seed Fund, including preparation, application support and engagement with relevant financing decision makers.
- A financing pipeline representing at least EUR 1.5 million in potential additional financing beyond the project period established and supported by appropriate evidence.

2.4 Expected Outcomes

- Increased access to Seed Fund financing, with at least 150 participating MSMEs accessing financing, subject to applicable eligibility criteria, due diligence and financing decisions.
- Increased financing mobilisation for participating MSMEs, with at least EUR 1.5 million in financing mobilized during the project period, subject to the applicable financing and investment decision-making processes.
- Improved access to finance beyond the project lifecycle, with additional participating MSMEs positioned to secure financing through a credible and investment-ready financing pipeline established and maintained through the programme.

- Increased employment opportunities within participating MSMEs, contributing to the creation of at least 560 new green jobs through business growth, improved market access, financing and other programme interventions.

2.5 Deliverables

The BDS Provider shall submit the following deliverables in accordance with the agreed implementation schedule. Each deliverable shall provide sufficient detail to demonstrate progress, quality and results achieved and shall, as applicable, include beneficiary reach, sex-, age- and other relevant disaggregated data, activities undertaken, outputs/results achieved against agreed targets, challenges and risks encountered, mitigation and follow-up actions, lessons learned, and supporting evidence.

Deliverables shall be submitted in the agreed format and within the agreed reporting timelines. KCB Foundation will review and approve deliverables based on their completeness, accuracy, quality, achievement against agreed requirements and adequacy of supporting evidence. Where applicable, the Provider shall address comments and resubmit revised deliverables within the agreed period.
Below are the expected deliverables:

a) Inception Report and Work Plan

Detailed methodology, implementation approach, work plan, activity schedule, MSME engagement approach, staffing and resource plan, risk management approach, M&E approach and realistic timelines, including clear milestones and responsibilities.

b) BDS Curriculum Development and Training Delivery:

Develop and deliver a tailored BDS and Investment Readiness training programme for 800 MSMEs, based on the needs and gaps identified through the MSME assessment provided by KCB Foundation. The Provider shall develop the training curriculum, modules, tools and materials and deliver structured training sessions covering relevant business development, financial management, investment readiness, market access and growth competencies. Training shall be practical, needs based and, where appropriate, adapted to the specific value chains and growth needs of participating MSMEs.

c) Costed Implementation Plan

A detailed and costed implementation plan covering training, mentorship, financing-readiness support, networking, market linkages and B2B engagement, including schedules, participant reach, resource requirements and venue costs.

d) GESI / 50/60/10 Reporting

Periodic reporting on implementation of the 50/60/10 targeting framework, including beneficiary reach and disaggregated participation and outcome data by sex, age and other relevant categories; measures taken to promote inclusive participation; accessibility and reasonable accommodations provided; GESI-related challenges or barriers; mitigation measures; follow-up actions; and supporting evidence.

e) MSME Assessment Reports

Enterprise profiles and investment-readiness assessments for participating in MSMEs, including identified business, financial, investment-readiness and market-access gaps, growth potential, financing needs and recommended support interventions.

f) Training Reports

Periodic training reports documenting MSME and representative reach, activities undertaken, topics/modules delivered, attendance, sex-, age- and other relevant disaggregated participation data, competencies developed, results achieved, challenges, follow-up actions and supporting evidence, including attendance records and training materials.

g) Mentorship Reports

Periodic mentorship and coaching reports documenting MSMEs reached, areas of support provided, identified business gaps, actions agreed with MSMEs, progress made, outcomes achieved, challenges, follow-up actions and supporting evidence.

h) Investment Readiness Outputs

Investment-ready business plans, financial models, financing strategies and investor pitch decks developed or refined for targeted MSMEs, with evidence of quality review and MSME/investor engagement where applicable.

i) PMP-Aligned Performance Reports

Periodic reports presenting progress against agreed PMP indicators and targets, including required disaggregation, beneficiary reach, results achieved, variance against targets, challenges and risks, corrective and follow-up actions, lessons learned and supporting evidence. Reports shall be submitted in the prescribed format and reporting schedule.

j) Access to Finance Facilitation Report

A consolidated report documenting financing facilitation undertaken and financing outcomes achieved, including the MSMEs supported, financing applications and engagements undertaken, financing secured, financier/investor linkages established and supporting evidence. The report shall demonstrate progress towards the target of at least 150 MSMEs accessing Seed Fund financing and a minimum of EUR 1.5 million in financing secured during the project period, subject to applicable eligibility, due diligence and financing decisions.

k) Access to Finance Reports

Periodic tracking of MSMEs linked to financiers, financing-readiness status, applications submitted, financing stage, financing decisions, financing secured and outstanding pipeline, including challenges, follow-up actions and supporting evidence.

l) Networking and Market Linkage Reports

Documentation of MSMEs reached, market-linkage activities undertaken, buyers and ecosystem actors engaged, linkages established, opportunities generated, outcomes achieved, challenges and follow-up actions, supported by appropriate attendance and engagement records.

m) B2B Matchmaking and Pitch Event Reports

Reports documenting events conducted, MSME participation, investors/buyers/financial institutions engaged, pitches or business matches facilitated, opportunities generated, outcomes achieved, follow-up actions and supporting evidence.

n) Jobs Tracking Reports

Periodic tracking of participating MSMEs, jobs created or sustained, job characteristics and relevant disaggregation, business growth indicators, evidence supporting reported employment outcomes, challenges and follow-up actions, in accordance with the project's approved job verification methodology.

o) Case Studies and Success Stories

Evidence-based case studies documenting selected examples of MSME growth, improved business practices, financing accessed, market linkages, employment outcomes and other relevant business impacts, supported by appropriate documentation and beneficiary consent where required.

p) Final Report

A consolidated assessment of the assignment covering activities undertaken, beneficiary reach, results against agreed outputs and outcomes, financing and market-linkage results, employment outcomes, challenges and mitigation measures, lessons learned, sustainability and follow-on recommendations, supported by relevant evidence and disaggregated data

3.0 Duration and Implementation Counties

The contract is expected to be delivered from October 2026 to January 2029.

The MSMEs in the project are organized along the following Counties targeting 60% youth led 50% women led and 10% marginalised led groups.

S/N	COUNTY
1.	Nairobi
2.	Kiambu
3.	Nakuru
4.	Machakos
5.	Makueni
6.	Mombasa
7.	Kilifi
8.	Kwale
	TOTAL

- N.B these numbers may change.

4.0 Technical Proposal

The Technical Proposal shall demonstrate the bidder's technical capacity, relevant experience and proposed approach to delivering the assignment and shall include the following:

1. Company Profile & Credentials

- Company profile, registration documents and relevant professional accreditations/certifications in BDS, entrepreneurship, ESG, sustainability, circular economy, climate risk and/or financial inclusion.

2. Relevant Organizational Experience

- At least 3 completed MSME/BDS assignments demonstrating experience in entrepreneurship, coaching and mentorship.
- At least 2 completed assignments in circular economy, green or climate-related enterprise development.

- Demonstrated experience in investment readiness, financial modelling, financing facilitation, investor engagement and market linkages/B2B networking.
- Experience supporting MSMEs to access appropriate financial products and financing mechanisms.
- Experience using the ILO SIYB model will be an added advantage.

3. Experience with Target MSMEs

- Provide the number of MSMEs supported during 2023–2025, disaggregated by women-led, youth-led and other underserved/marginalised MSMEs.
- Demonstrate experience working with PWDs, refugees and other underserved MSMEs, including approaches to inclusive and accessible delivery.

4. Technical Approach & Methodology

- Demonstrate a clear, practical and need-based approach to:
- MSME and investment-readiness assessment
- Development and delivery of the BDS and Investment Readiness curriculum
- One-on-one coaching and mentorship
- Targeted support to 320 MSMEs with financing and growth potential
- Financing and investor readiness, including business plans, financial models and pitch preparation
- Facilitation of Seed Fund financing for at least 150 eligible MSMEs
- Market linkages, B2B engagements and investor/financier connections
- Development of the post-project financing pipeline
- PMP-aligned monitoring and reporting,

5. Proposed Team

CVs of proposed experts demonstrating relevant experience in MSME/BDS, investment readiness, financial modelling, access to finance, market linkages, circular economy/green enterprise development, training, coaching and mentorship.

6. Delivery & Geographic Capacity

- Demonstrate capacity to deliver the assignment, including MSME delivery capacity, trainer/coaching capacity, team structure and geographical coverage.
- Indicate preferred counties; bidders may indicate all counties.

7. References & Past Performance

Provide at least 3 references for similar assignments completed within the last 3 years. Experience with financial institutions, large organisations or listed companies will be an advantage where relevant.

SECTION 3: The Financial Proposal

Submit financial proposal that will include all applicable taxes.
Provide quote for

a. Conducting BDS boot camp training
b. Provision of BDS Mentorship and Coaching

Please quote using the following format

Package	Unit of Measure	No. of Units	Unit Cost	Total / Payment Basis
BDS Boot Camp Training – Deliver BDS training to 800 MSMEs, comprising 10 hours of structured training per MSME.	MSMEs trained	800	Kes	Kes
BDS Mentorship & Coaching – Provide up to 20 hours of structured coaching and mentorship to 800 MSMEs.	MSMEs supported	800	Kes	Kes
Financing Readiness, Market Linkages & Networking – Following the BDS training and assessment, provide targeted one-on-one financing-readiness, market-linkage and networking support to 320 MSMEs (40% of participating MSMEs) identified as having potential for acceleration and growth through access to finance. Support shall include financing-readiness assessment, development/refinement of business plans and financial models, investment pitch preparation, lender/investor engagement and relevant market-linkage activities.	MSMEs supported	320	Kes	Kes
Business Matching & Investor Engagement – Conduct pitch events, B2B forums, matchmaking and targeted engagement with investors and financial institutions for eligible MSMEs.	Sessions	1	Kes	Kes
Seed Fund Financing Facilitation – Identify, prepare and facilitate access to seed fund financing for at least 150 eligible MSMEs, including investment-readiness support, financing application support and engagement with relevant financing decision-makers.	MSMEs financed	150	Kes	Kes

Package	Unit of Measure	No. of Units	Unit Cost	Total / Payment Basis
Post-Project Financing Pipeline – Develop and maintain an investment-ready pipeline representing at least EUR 1.5 million in potential additional financing beyond the project period, supported by evidence of investor/financier engagement and financing opportunities.	Milestone: verified investment-ready pipeline representing ≥ EUR 1.5M.	1	Kes	Kes
Employment Outcome – Support participating MSMEs to generate new employment opportunities through business growth and access to finance.	Verified jobs created	560	Kes	Kes

***Quoted prices must be inclusive of training venue*.**

KCB Foundation will provide list of MSMEs for capacity building.

Bidders are requested to hold their proposals valid for sixty (60) days **from the closing date for the submission. KCB Foundation will make its best efforts to arrive at a decision within this period.**

Seed Fund Financing – 150 MSMEs: The bidder shall identify, prepare and facilitate access to seed fund financing for **at least 150 eligible MSMEs**. The bidder is **responsible** for financing readiness and facilitation activities, actual financing decisions remain subject to the applicable eligibility, due diligence and investment/financing approval processes**.**

Post-project financing pipeline: The Post Project Financing Pipeline is an outcome linked milestone and shall be **priced as a fixed cost for achieving the milestone**. The milestone will be assessed based on a verified investment-ready pipeline representing at least EUR 1.5 million in potential additional financing beyond the project period, supported by **agreed Means of Verification (MOVs)**. Actual financing secured after project closure is subject to investor/financier decisions and is not itself a condition for payment of the milestone.

Employment outcome: The employment component is an outcome linked milestone. The bidder shall support participating MSMEs to generate **at least 560 verified new jobs**, with achievement assessed using the project's approved job-verification methodology and Means of Verification.

3.1.1 Outcome-linked payments: Payments associated with outcome-linked milestones will be made upon achievement and verification of the applicable milestone and acceptance of the required supporting evidence. Bidders should clearly indicate in their Technical Proposal how they intend to achieve and document these outcomes.

3.1.2 **No double charging:** Costs included under one work package should not be duplicated or charged again under another work package. Bidders should clearly demonstrate how resources and activities are allocated across the different components.

3.1.3 **Value for money:** The financial proposal will be assessed together with the Technical Proposal to determine the overall value for money and the bidder's ability to deliver the required outputs and outcomes within the available budget.

3.1.4 Assuming that the Contract will be satisfactorily concluded, the **bidders shall be expected to commence the assignment after the final agreement is reached.**

3.1.5 The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture.

3.1.6 KCB Foundation reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

3.1.7 The vendor's terms and conditions will not form part of any contract with KCB Foundation in relation to this tender.

3.2.0 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Foundation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.2.1 Clarification of Bidding Document

i. All correspondence related to the contract/proposal shall be made in English.
ii. Should there be any ambiguity, conflict, discrepancy, omission, doubt, uncertainty or other error, the Bidder shall seek clarification at least **three (3) days** before the deadline for submission of bids, through the messaging section of the negotiation in the supplier portal.

3.2.2 Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Foundation, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given on page 1at the time of collecting/receiving the RFP document.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, the Foundation may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

3.2.3 Deadline for Submission of Bids

Bids should be submitted online via the supplier portal as per the specified deadline

3.2.4 Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document. A bid determined not responsive will be rejected by the Foundation and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

3.2.5 Cost Structure and non-escalation

The bidder shall, in their offer (Financial Proposal), detail the proposed costs. No price escalation under this contract shall be allowed. The Foundation shall not compensate for any costs incurred in the preparation and submission of this RFP.

3.2.6 Taxes and Incidental Costs

The prices and rates in the financial offer will be deemed to be inclusive of all taxes (value added tax and withholding taxes for foreign firms) and any other incidental costs.

3.2.7 Currency for Pricing of Tender

All bids in response to this RFP should be expressed in Kenya Shillings. Expressions in other currencies shall not be permitted.

SECTION 4– GENERAL CONDITIONS OF CONTRACT

4.1. Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Foundation. The resulting contract shall include but not be limited to the general conditions of contract as stated below from 4.2.

4.2. Award of Contract

Following the opening and evaluation of proposals, the Foundation will award the Contract to the successful bidder or multiple bidders whose bids have been determined to be substantially responsive. The Foundation will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the successful Bidder shall be invited for agreement and signing of the Contract Agreement to be prepared by the Foundation in consultation with the Bidder.

4.3. Application of General Conditions of Contract

These General Conditions (sections 3.2 to 3.23) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

4.4. Bid Validity Period

Bidders are requested to hold their proposals valid for sixty (60) days from the closing date for the submission.

4.5. Non-variation of Costs

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for the contract period.

4.6. Delays in the Bidder's Performance

Delivery and performance of the solution shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Solution, the Bidder shall promptly notify the Foundation in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Foundation shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in the case of "force majeure" as provided in Clause 4.13, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 4.7.

4.7. Liquidated damages for delay

The contract resulting from this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

All services must be delivered and implemented within agreed timelines after the Foundation issues a purchase order. Any delay in commencement of the execution of the contract will attract a penalty which will be specified in the agreement signed by both parties

Notwithstanding the provisions detailed in this section above, the Foundation reserves the right to terminate the award at any time and take corrective measures as necessary to protect the Foundation interests, which interest are solely determined by the Foundation.

4.8. Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

4.9. Applicable Law

This agreement arising out of this Request for Proposal shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

4.10. Bidder's Obligations

The Bidder is obliged to work closely with the Foundation's staff, act within its own authority, and abide by directives issued by the Foundation that are consistent with the terms of the Contract.

The Bidder will abide by the job safety measures and will indemnify the Foundation from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Foundation responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors. The Bidder will not disclose the Foundation's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Foundation. This clause shall survive the expiry or earlier termination of the contract.

4.11. The Foundation's Obligations

In addition to providing Bidder with such information as may be required by the bidder to complete the project, the Foundation shall,

a) Provide the Bidder with specific and detailed relevant information concerning the contract
b) In general, provide all information and access to Foundation's personnel;

4.12. Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

4.13. Force Majeure

a. Neither Bidder nor Foundation shall be liable for failure to meet contractual obligations due to Force Majeure.
b. Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.
c. The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
d. The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
e. The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

4.14. Payments

The Foundation’s standard payment terms is forty-five (45) days from the date of invoice. Please note that **KCB shall only make payments through a KCB Account** and thus you are encouraged to open a KCB account in case you do not have one.

4.15. Way Forward

Once the bids are opened, bid analysis will commence and vendors may be informed when their bid has been short-listed. Short listed vendors will be invited to demonstrate their proposal if need be and to make arrangements for site visits. In the event that the Foundation may need to visit client sites, vendors will be notified in writing. The Foundation may also make surprise unannounced visits to the vendors’ offices to verify any information contained in the bid document. All visits are at the discretion of the Foundation.

4.16. Bid Effectiveness

It is a condition of the Foundation that the vendor guarantees the sufficiency, and effectiveness of the service model proposed to meet the Foundation requirements as outlined in this document. The Foundation will hold the vendor solely responsible for the accuracy and completeness of information supplied in response to this tender. The Foundation will hold the vendor responsible for the completeness of the service model proposed and that were the vendor to be awarded the tender, they would implement the service model without any additional requirements from the Foundation.

4.17. Contract Provision

The Foundation will not make any payments in advance. The Foundation will issue a Purchase Order for all the services ordered. The Purchase Order will be paid within 45 days after as agreed upon aforesaid herein. Any payments for the maintenance services will be subject to a contract to be agreed with the vendor. The Foundation will not accept partial deliveries, and neither will the Foundation make partial payments.

4.18. Buyer’s Rights

The Foundation reserves the right to reject any or all the tender bids without giving any reasons and the Foundation has no obligation to accept any offer made. The Foundation also reserves the right to keep its selection and selection criteria confidential. Bids not strictly adhering to tender document conditions may not be considered by the Foundation whose decision on the matter shall be final. The vendor’s terms and conditions will not form part of any contract with the Foundation in relation to this tender. Bids not strictly adhering to RFP conditions may not be considered by KCB whose decision on the matter shall be final.

Canvassing is prohibited and will lead to automatic disqualification.

4.19. Responsibility as an independent contractor

The vendor agrees to take overall responsibility for any services rendered; regardless of whether third parties engaged by the vendor or the vendor himself carry them out

4.20. Delivery

The delivery timelines shall be as specified in the scope of work, Foundation will not accept any partial deliveries.

4.21. Risk of Loss

The BDS Provider shall be responsible for the proper custody, use and care of any KCB owned equipment, materials or other assets provided to it for purposes of delivering the services. Such assets shall remain the property of KCB and shall be returned upon completion of the assignment or upon request. The BDS Provider shall be responsible for any loss or damage arising from its negligence, misuse or failure to exercise reasonable car.

*************************** **END** *************************