MESPT

MICRO ENTERPRISES SUPPORT PROGRAMME TRUST

# REQUEST FOR PROPOSAL

# FOR

# PROVISION OF CONSULTING SERVICES

**ELIGIBLE TO REGISTERED FIRMS ONLY**

**(NOT INDIVIDUAL CONSULTANTS)**

***LUMP-SUM CONTRACT***

**Description of Bid: CONSULTANCY TO DEVELOP THE MESPT RESOURCE MOBILIZATION AND POSITIONING STRATEGY 2026–2030.**

**Bid Number: MESPT-GEAP-PR10110-2026**

**Bid Closing/Opening Date: 29th June 2026**

**Bid Opening Time: 12:00 noon East Africa Time**

**Issue Date: 11th June 2026**

## PART I: INVITATION TO BID

1. Micro Enterprises Support Programme Trust (MESPT) invites sealed bids from eligible candidates for **MESPT-GEAP-PR10110-2026 - CONSULTANCY TO DEVELOP THE MESPT RESOURCE MOBILIZATION AND POSITIONING STRATEGY 2026–2030.**

2. Interested and eligible candidates may obtain further information from the address below during business hours ***0800hrs to 1700hrs*** *not later than* ***22nd May 2026.***

**Micro Enterprises Support Programme Trust (MESPT)**

**Tausi Lane 01, Westlands**

**P.O. Box 187-00606,**

**Nairobi, Kenya**

**Tel: 0722 207 905 / 0735 333 154**

**Email address: procurement@mespt.org**

3. Bid documents herein are ***free of charge.***
4. All bids ***shall not*** be accompanied by bid security.
5. Complete bidding documents shall be submitted through electronic means in the manner indicated below:

***[sent via email: tender@mespt.org]***

Bids must be received on or before the date and time indicated below;

Date: **29th June 2026**

Your document submission should not exceed 10MBs. If it exceeds, please share as a link which is accessible.

Time: **12:00 PM East Africa Time**

6. Prices quoted should be net inclusive of all taxes and quoted in ***Kenyan Shillings. Kindly note that MESPT is an appointed VAT withholding agent and will remit 5% of the VAT on all vatable invoices.***
7. All prices shall remain valid for ***120 days*** from the closing date of the bid.

Clarifications from interested bidders will be reviewed and posted here. Keep checking before the deadline date. Clarifications

**Chief Executive Officer**

**Micro Enterprises Support Programme Trust**

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# PART II: INSTRUCTIONS TO CONSULTANTS (ITC)

## A. GENERAL

### 1. Meanings/Definitions

a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) **"Applicable Law"** means the laws and any other instruments having the force of law in Kenya.

c) **"The Buyer"** means Micro Enterprises and Support Programme Trust (MESPT).

d) **"Consultant"** means a legally-established professional consulting firm or

individual that may provide or provides the Services to Micro and Small Enterprises Support Programme Trust (MESPT) under the Contract.

e) **"Contract"** means a legally binding written agreement signed between MESPT and the Consultant and includes all the attached documents listed in the General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices.

f) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) **"Day"** means a calendar day unless otherwise specified as "Business Day/Working Day". A Business Day/Working Day is any day that is an official working day in Kenya and excludes official public holidays.

h) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) **"Government"** means the Government of the Republic of Kenya.

j) **"In writing"** means communicated in written form such as by mail, e-mail, fax, including, if specified in the **Data Sheet**, distributed or received through the electronic-procurement system used by MESPT with proof of receipt.

k) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to MESPT for the performance of the Contract.

l) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) **"ITC"** means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

o) **"Proposal"** means the Technical Proposal and the Financial Proposal of the Consultant.

p) **"RFP"** means the Request for Proposals to be prepared by MESPT for the selection of Consultants.

q) **"Services"** means the work to be performed by the Consultant pursuant to

the Contract.

r) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to MESPT during the whole performance of the Contract.

v) **"Terms of Reference (TORs)"** means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of MESPT and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 Micro and Small Enterprises Support Programme Trust (MESPT) intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 MESPT will provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding MESPT's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to MESPT any situation of actual or potential conflict that impacts its capacity to serve the best interest of MESPT. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

*i) Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-

consulting services: a firm that has been engaged by MESPT to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

*ii)* *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another MESPT.

(iii) *Conflicting Relationships*

Relationship with MESPT's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of MESPT who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the **Data Sheet.**

## 4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, MESPT shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

## 5. Corrupt and Fraudulent Practices

5.1. Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and will not be awarded a contract.

## 6. Collusive practices

6.1. Any Consultant found to have engaged in collusive conduct shall be disqualified from the bidding process.

6.2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, Consultants, suppliers, and their personnel, to permit MESPT to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors or compliance officers hired by MESPT.

6.3. Bidders shall also be required to adhere to the MESPT Code of Conduct.

## 7. Eligibility

7.1. In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

7.2. Unless otherwise specified in the **Data Sheet**, MESPT permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the **Data Sheet**.

7.3. MESPT's Employees, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract.

7.4. It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, Consultants, suppliers and/or their employees meet the eligibility requirements.

# B. Preparation of Proposals

## 8. General Considerations

8.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

## 9. Cost of Preparation of Proposal

9.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and MESPT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. MESPT is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

## 10. Language

10.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and MESPT shall be written in the English language.

## 11. Documents Comprising the Proposal

11.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

11.2. The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

## 12. Only One Proposal

12.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12.2. Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

## 13. Proposal Validity, Availability and Substitution of Key Experts

13.1. The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

13.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

13.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be blacklisted by MESPT.

13.4. MESPT will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, MESPT may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

13.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

13.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

13.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to MESPT together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

13.8. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to MESPT, such Proposal will be rejected.

13.9. The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of MESPT.

## 14. Clarification and Amendment of RFP

14.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to MESPT's address indicated in the **Data Sheet**. MESPT will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should MESPT deem it necessary to amend the RFP as a result of a clarification, it shall do so using the procedure described below:

a. At any time before the proposal submission deadline, MESPT may amend the RFP by issuing an amendment by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

b. If the amendment is substantial, MESPT may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

c. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline for submission.

## 15. Preparation of Proposals–Specific Considerations

15.1. While preparing the Proposal, the Consultant must give particular attention to the following:

15.1.1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do as long as only one Proposal is submitted. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

15.1.2. MESPT may indicate in the **Data Sheet** the estimated amount or Key Experts' time input (expressed in person-month), or MESPT's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

15.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15.1.4. Key Experts shall not appear in more than one proposal unless so allowed in the **Data Sheet**. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

## 16. Technical Proposal Format and Content

16.1. The Technical Proposal shall be comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

16.2. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

## 17. Financial Proposal

17.1. The Financial Proposal shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers MESPT to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

**a. Price Adjustment**

17.2. For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates may apply if so, stated in the **Data Sheet.**

**b. Taxes**

17.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in Kenya is provided in the **Data Sheet**.

**c. Currency of Proposal**

17.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. **Currency of Payment**

17.5. Payment under the Contract shall be made in the currency or currencies in which the payment is indicated in the **Data Sheet.**

## C. SUBMISSION, OPENING AND EVALUATION

### 18. Submission and Marking of Proposals

18.1. The Consultant shall submit a signed and complete Proposal through electronic means. Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. **The submission shall be done electronically** as indicated in the Invitation to Bid.

18.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

18.3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

18.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

### 19. Sealing and Marking of Proposals

19.1. The firm shall submit the Proposals as per the instructions indicated in the **Data Sheet.**

19.2. The Proposal or its modifications must be received by MESPT not later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by MESPT after the deadline shall be declared late and rejected, and promptly returned unopened.

## 20. Confidentiality/Canvassing

20.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact MESPT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

20.2. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly MESPT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

20.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact MESPT on any matter related to the selection process, it should do so only in writing.

## 21. Opening of Technical Proposals

21.1. MESPT's opening committee shall conduct the electronic opening of the Technical Proposals. The Financial Proposal shall remain electronically sealed.

21.2. At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of an encrypted Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 22. Proposals Evaluation

22.1. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after MESPT notifies all the Consultants.

22.2. The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## 23. Evaluation of Technical Proposals

23.1. MESPT's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following information and any other that may include in the **Data sheet**.

a) Firm has submitted a Technical Proposal.

b) Firm has submitted an encrypted Financial Proposal.

c) The Proposal is valid for the required number of days.

d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.

e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.

f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority for Kenyan firms.

g) Key Experts do not appear in more than one proposal, if so required.

h) A short-listed firm has not participated in more than one proposal, if so required.

i) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

j) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.

k) The Consultant is neither precluded from entering into a Contract with MESPT.

l) The firm has not proposed employing employees of MESPT.

m) The Consultant, its sub-consultants and experts have no conflicts of interest.

23.2. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

## 24. Public Opening of Financial Proposals

### 24.1. Unsuccessful Proposals

After the technical evaluation is completed, MESPT shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be unsealed; and (iv ) notify them of the results of the Financial Proposals that were opened.

### 24.2. Financial Proposals for QBS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is electronically opened by the opening committee. All other Financial Proposals shall not be opened.
When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

24.3. **Financial Proposals for QCBS, FBS, LCS**
Following the ranking of the Technical Proposals, and after internal approvals, MESPT shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened electronically and notify them of the results of opening of the Financial Proposals.

24.4. **Opening of Financial Proposals**
MESPT shall open the financial proposals and record the names of the Consultants, and the overall technical scores of the Consultants. The Financial Proposals will then be inspected to confirm that they have remained encrypted and unopened. These Financial Proposals shall be then opened, and the total prices recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

## 25. Correction of Errors

25.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

25.2. Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the latter will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and MESPT's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

25.3. Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither

arithmetic corrections nor price adjustments shall be made. The total price, net of taxes specified in the Financial Proposal shall be considered as the offered price.

## 26. Taxes

26.1. All taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

26.2. All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the **Data Sheet**.

## 27. Conversion to Single Currency

27.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet** in instances where Bidders are allowed to quote in other currencies other than Kenya Shillings.

## 28. Abnormally Low Prices

28.1. An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with MESPT as to the capability of the Consulting firm to perform the Contract for the offered price.

28.2. In the event of identification of a potentially Abnormally Low Price by the evaluation committee, MESPT shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

28.3. After evaluation of the price analyses, if MESPT determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, MESPT shall reject the firm's proposal.

## 29. Abnormally High Prices

29.1. An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that MESPT is concerned that it (MESPT) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

29.2. In case of an abnormally high tender price, MESPT shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to

check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. MESPT may also seek written clarification from the Consultants on the reason or the high proposal price. MESPT shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, MESPT may accept or not accept the proposal depending on MESPT's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, MESPT shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

29.3. If MESPT determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), MESPT shall reject all Proposals and shall blacklist the firms that engaged in the vice.

## 30. Combined Quality and Cost Evaluation

### a. Quality and Cost Based Selection (QCBS) Method

30.1. In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

### b. Fixed Budget Selection (FBS) Method

30.2. In the case of FBS, those Proposals that exceed the budget indicated in the **Data Sheet** shall be rejected. MESPT's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

### c. Least Cost Selection (LCS) Method

30.3. In the case of Least-Cost Selection (LCS), MESPT's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

### d. Combined Technical and Evaluation Report

30.4. The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within MESPT prior to notifications and invitation of Consultant

for negotiations.

## 31. Notification of Award

31.1. MESPT shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Award of the Contract to the successful Consultant.

# D. NEGOTIATIONS AND AWARD

## 32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Chief Executive Officer and the Consultant's authorized representative.

## 33. Availability of Key Experts

33.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and MESPT proceeding to negotiate the Contract with the next-ranked Consultant.

33.2. Notwithstanding the above, the substitution OF Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

## 34. Technical negotiations

34.1. The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, MESPT's inputs, the particular conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

## 35. Financial negotiations

35.1. The financial negotiations include the clarification of the Consultant's tax liability in Kenya (foreign consultants) and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

35.2. If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract may be negotiated.

35.3. Where QBS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations may take place, especially when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. If after the negotiations, the price is still considered too high, MESPT may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

35.4. In the case of a *Time- Based contract*, negotiation of unit rates may take place, especially when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. If after the negotiations, the price is still considered too high, MESPT may terminate the negotiation and invite the next ranked Consultant for negotiations.

35.5. Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, MESPT shall terminate the Consultant selection process. In that event, MESPT shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

## 36. Conclusion of Negotiations

36.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Chief Executive Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

36.2. If the negotiations fail, MESPT shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, MESPT shall terminate the negotiations informing the Consultant of the reasons for doing so. MESPT will invite the next-ranked Consultant to negotiate a Contract. Once MESPT commences negotiations with the next-ranked Consultant, MESPT shall not reopen the earlier negotiations.

## 37. Signing of Contract

37.1. The Contract shall be signed prior to the expiration of the Proposal Validity Period.

37.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## APPENDIX TO PART II: DATA SHEET

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC) |
|---|---|
| | **A. General Provisions** |
| 1(j) | **Electronic –Procurement System**<br><br>MESPT shall use the following electronic-procurement system to manage this Request for Proposal process: bids shall be submitted via email [tender@mespt.org]<br><br>The electronic-procurement system shall be used to manage the following part of the RFP process:<br><br>***[technical and financial bids shall be submitted as two attachments.]*** |
| 2.1 | The consultant selection method is:<br><br>**Fixed Budget Selection (FBS) Method. The budget for this assignment is Ksh.2,500,000** |
| 2.2 | Financial Proposal to be submitted together with Technical Proposal in separate envelopes:<br><br>Indicate whether YES or NO.<br><br>Yes ✖ No ____<br><br>The name of the assignment is: **STUDY ON FIN TECH AND ONLINE LENDING PLATFORMS IN KENYA.**<br><br>Reference Number: **MESPT-FIYMA-10030-2026** |
| 2.3 | A pre-proposal conference will be held:<br><br>Yes __or No ✖<br><br>*[If "Yes", fill in the following:]*<br><br>Date of pre-proposal conference: _____<br><br>Time: _____<br><br>Address: ____<br><br>Telephone: ___<br><br>E-mail: .<br><br>Title of contact person: _____ |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC) |
|---|---|
| 2.4 | MESPT will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:<br>___ *N/A* _____ |
| 3.3 (iv) | _____N/A_____ |
| 4.1 | *[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants]*<br>_____N/A_____ |
| 7.2 | Maximum number of members in the Joint Venture (JV) shall be: ***N/A*** |
| **B. Preparation of Proposals** | |
| 11.1 | The Proposal shall comprise the following:<br>**1. Technical Proposal:**<br>AND<br>**2. Financial Proposal: (password protected)** |
| 12.1 | Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible:<br>Yes _ or No____ |
| 13.1 | Proposals must remain valid for ***120*** days after the proposal submission deadline. |
| 14.1 | Clarifications may be requested no later than **7** days prior to the submission deadline.<br>The contact information for requesting clarifications is: **MESPT Procurement**<br>E-mail: procurement@mespt.org |
| 15.1.2.<br>(not for use for Fixed Budget method) | Estimated input of Key Experts' time-input:_____N/A____ person-months.<br>*[OR]*<br>Estimated total cost of the assignment: _____N/A_____ |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC) |
|---|---|
| 15.1.3.<br>[use for Fixed Budget method] | The total available budget for this Fixed-Budget assignment is: **N/A**. Proposals exceeding the total available budget will be rejected |
| 15.1.4. | Key Experts shall not appear in more than one proposal: *(indicate YES or NO).*<br>YES…… ✖ /NO……. |
| 16.1. | Technical Proposal shall be made up of the following;<br>a) Power of Attorney to sign the Proposal<br>b) Technical Proposal Submission Form<br>c) Consultant's Organization and Experience<br>d) Comments and Suggestions<br>e) Description of Approach, Methodology and Workplan<br>f) Work Schedule and Planning for Deliverables<br>g) Team Composition, Assignment, and Key Experts' Input<br>h) Mandatory Documentary Evidence |
| 17.1 | Financial Proposal shall include reimbursable expenses where applicable and the following:<br>a) Financial Proposal Submission Form<br>b) Summary of Costs<br>c) Breakdown of Remuneration<br>d) Breakdown of Reimbursable Expenses |
| 17.2 | A price adjustment provision applies to remuneration rates:<br>Yes _____ or No _____ ✖ |
| 17.3 | All taxes shall be met by the Consultant. Consultants may visit the KRA website for further information on applicable taxes |
| 17.5 | The Financial Proposal shall be stated in the following currencies:<br>The Financial Proposal should state local costs in Kenya Shillings:<br>Yes_____ ✖ or. No_____. |
| **C. Submission, Opening and Evaluation** | |
| 19.1 and 19.2 | Technical and Financial Proposals shall be submitted through electronic means using the electronic procedure below; |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC) |
|---|---|
| | *via email: tender@mespt.org*<br>***Date for Submission: 29th June 2026.***<br>***Time for Submission: 12:00 noon [East Africa Time)*** |
| 23.1 | Other eligibility and mandatory criteria shall be:<br>1. Must submit a duly filled serialized Technical Proposal.<br>2. Must submit a duly filled Financial Proposal.<br>3. Company's certificate of incorporation/registration.<br>4. Latest CR12<br>5. Must submit a current and valid Tax Compliance Certificate issued by the Kenya Revenue Authority.<br>6. Must submit copies of the Identification Card (ID) or passports of the consultants. |
| 23.2. | Minimum Technical Score is: **70 Points** |
| 26.2 | For the evaluation, MESPT will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.<br>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by MESPT on behalf of the Consultant. |
| 27.1 | The single currency for the conversion of all prices expressed in various currencies into a single one is ***Kenya Shillings.*** |
| 30.1<br>(QCBS only) | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.<br>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:<br>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.<br>The weights given to the Technical (T) and Financial (P) Proposals are:<br>T = ___ [*Insert weight between 0.70 and 0.85*], and |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC) |
|---|---|
| | P = _____ [*Insert weight between 0.15 and 0.30*]<br><br>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
| 30.2 [For Fixed Budget Selection Only] | The budget for this assignment is **KSH.2,500,000** of all applicable taxes. |
| **D. Negotiations and Award** | |
| 32.1 | Expected date and address for contract negotiations:<br><br>Date: July 2026<br><br>Address: Westlands, Nairobi. |
| 37.2 | Expected date for the commencement of the Services:<br><br>Date: July 2026 at: *Nairobi.* |

## PART III: EVALUATION AND QUALIFICATION CRITERIA

### Stage 1: Preliminary/Mandatory Evaluation

The following criteria shall apply for the preliminary/mandatory evaluation. Failure to meet the requirements of the preliminary/mandatory evaluation shall lead to disqualification from the rest of the bidding process.

1. Must submit a duly filled serialized Technical Proposal.
2. Must submit a duly filled Financial Proposal.
3. Company's certificate of incorporation/registration.
4. Latest CR12
5. Must submit a current and valid Tax Compliance Certificate issued by the Kenya Revenue Authority.
6. Must submit copies of the Identification Card (ID) or passports of the consultants.

### Stage 2: Technical Evaluation

The following criteria shall apply for the technical evaluation. Failure to meet the requirements of the technical evaluation shall lead to disqualification from the rest of the bidding process.

**Below is the proposed breakdown of the technical evaluation criteria**

As shown in the terms of reference. Pass score is 70 points.

### Stage 3: Financial Evaluation

Financial evaluation shall involve a comparison of the bid prices of the bidders who pass stage 1 and/or stage 2 and confirmation that the Bidder has quoted for the required items as per the instructions set by MESPT. Thereafter use the award criteria below, Award will be made to the consultant with the highest combined technical & financial score.

### Stage 4: Due Diligence Exercise

This stage shall involve confirmation and verification of the requirements and evidence submitted in Stage 1 and Stage 2, e.g. confirmation of previous client references/assignments, confirming validity of mandatory documents, e.t.c. All the processes that shall be involved in the due diligence exercise shall be stated here.

***Bidders shall indicate three similar/relevant assignments undertaken in the last 5 years with the contact persons details, email address, and phone number***

### Criteria Award

The following award criteria shall be used

| Selection method | Award Criteria |
|---|---|
| FBS | Fixed Budget Selection (FBS) Method – Budget is Ksh.2,500,000 |

## PART IV: FORMATS

## FORMAT FOR THE TECHNICAL PROPOSAL

1) Power of Attorney to sign the Proposal.
2) Technical Proposal Submission Form
3) Consultant's Organization and Experience
4) Comments and Suggestions
5) Description of Approach, Methodology and Workplan

6) Work Schedule and Planning for Deliverables
7) Team Composition, Assignment, and Key Experts' Input

**FORMAT FOR THE FINANCIAL PROPOSAL (The financial proposal should be password protected)**

1. Financial Proposal Submission

2. Summary of Costs (including reimbursable costs and remuneration)

1. **Financial Proposal Submission** *[to be filled by the Consultant]*

..... {Location, Date}
To: ..... [Name and address of MESPT]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [*Insert title of assignment*] in accordance with your Request for Proposal dated..... *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Datasheet.

We understand you are not bound to accept any Proposal you receive.
Yours sincerely,

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Signature..... *(of Consultant's authorized representative)*

Full name: ..... {*insert full name of authorized representative*} Title: ..... {*insert title/ position of authorized representative*}

Telephone: ..... {*insert the authorized representative's phone number*}

Email: ..... {*insert the authorized representative's email address*}

{*For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached*}

2. **Summary of Costs**

| # | Description | Unit of Measure | Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1. | Cost of the Financial Proposal including remuneration of Consultants | Service | | | |
| 2. | Reimbursables (if applicable) | Service | | | |
| 3. | Other Services | | | | |
| 4. | Applicable Taxes | - | | | |
| **TOTAL (Taken to the Financial Proposal Submission Form Inclusive ALL Taxes)** | | | | | |

## PART V: TERMS OF REFERENCE

**MICRO ENTERPRISES SUPPORT PROGRAMME TRUST**

# TERMS OF REFERENCE

**Consultancy to Develop the MESPT Resource Mobilization and Positioning Strategy 2026–2030**

| | |
|---|---|
| **Issuing Organization:** | Micro Enterprises Support Programme Trust (MESPT) |
| **Assignment Title:** | Development of MESPT Resource Mobilization and Positioning Strategy 2026–2030 |
| **Assignment Type:** | Institutional Consultancy |
| **Duration:** | 2 months (8 weeks) |
| **Reporting To:** | Head of Fundraising and Partnerships, MESPT |
| **Submission Deadline:** | Monday, 29th June 2026, 5.00pm. |
| **Submission Email:** | tender@mespt.org |

## 1. Institutional Background

The Micro Enterprises Support Programme Trust (MESPT) is a Kenyan development organization established in 2002 by the Government of Kenya and the European Union (EU). In 2007, Denmark's International Development Agency (DANIDA) succeeded the EU as a co-founder and strategic partner. MESPT advances inclusive economic growth through smallholder farmer support, micro, small, and medium enterprise (MSME) development, climate-smart agriculture, and financial sector strengthening.

MESPT operates in 26 counties across Kenya through four regional satellite offices and its Nairobi headquarters. It delivers its mandate through two core segments: Value Chain and Enterprise Development (VC&ED) and Financial Services (FS), with wholesale lending and capacity-building for financial intermediaries as pillars of the latter.

The MESPT 2026–2030 Strategic Plan, “Strengthening the Pathway to Resilience,” articulates four strategic pillars:

- Inclusive Agri and Green Finance

- Business Development Services and Market-Led Growth
- Climate Adaptation, Resilience, and Sustainability
- Systems, Partnerships, and Policy

The strategy sets a Big Audacious Goal (BAG) to enable 500,000 smallholder farmers to thrive through access to responsive agri and green financial services delivered through 100 strengthened last-mile partners by 2030, targeting 60% women, 50% youth, and 5% persons with disabilities. Total resource requirements for the strategy are estimated at KES 5.62 billion.

## 2. Background to the Assignment

Despite MESPT's strong track record and growing programmatic ambition, the organization faces a structural funding challenge: heavy reliance on a narrow base of development partners, limited internally generated revenue, and insufficient positioning of MESPT as a preferred implementing partner and investment intermediary in Kenya's agri-food ecosystem.

Specific challenges driving the need for this assignment include:

- High donor dependency: A significant share of MESPT's operational budget is tied to one or two bilateral donors, creating vulnerability to funding shocks and program discontinuity.
- Limited visibility in climate and green finance: Despite MESPT's growing portfolio in climate-smart agriculture and green enterprise development, the organization has not yet fully positioned itself within the global and regional green finance ecosystem to attract ESG, GCF, and carbon finance.
- Underdeveloped internal revenue streams: MESPT currently generates a limited proportion of its budget internally. The 2026–2030 strategy targets more than 20% internal revenue generation by 2030, yet no structured pathway exists to achieve this.
- Fragmented partnership engagement: Outreach to donors, development finance institutions (DFIs), impact investors, philanthropic foundations, and the private sector remains ad hoc, lacking a coherent positioning narrative or systematic engagement pipeline.
- Insufficient branding as a systems enabler: MESPT's repositioning as a national systems enabler—bridging finance, enterprise development, and climate resilience—requires deliberate thought leadership and visibility investment to resonate with new and existing funders.

The 2026–2030 strategy calls for a diversified, future-focused funding base built around seven resource mobilization pillars: donor relations and development partnerships; climate, green, and sustainable finance; internal revenue and commercial sustainability; private sector and corporate contributions; innovative and impact investment financing; local and county-level resource mobilization; and a long-term sustainability endowment fund.

To operationalize this ambition, MESPT requires a comprehensive, evidence-grounded Resource Mobilization and Positioning Strategy that defines the pathways, tools, narratives, and partnerships needed to secure the resources required to deliver its 2026–2030 mandate.

## 3. Purpose of the Assignment

The purpose of this consultancy is to develop a dynamic, actionable, and forward-looking Resource Mobilization and Positioning Strategy for MESPT covering the period 2026–2030. The strategy will:

- Define MESPT's unique value proposition and positioning narrative for different funder and partner segments.
- Map and prioritize funding opportunities across donor, climate finance, impact investment, private sector, and domestic resource channels.
- Design structured engagement pathways and partnership architectures to unlock new and diversified funding streams.
- Chart a roadmap to grow MESPT's internally generated revenue to 30% of its annual budget by 2030.
- Establish a brand, communications, and thought leadership framework that supports fundraising and enhances MESPT's profile as a credible national systems enabler.

## 4. Objectives

The specific objectives of this consultancy are:

1. Conduct a comprehensive funding landscape and organizational assessment to identify gaps, opportunities, and MESPT's competitive position within Kenya's development finance ecosystem.
2. Define MESPT's institutional positioning narrative, including thematic and audience-specific value propositions for bilateral donors, multilateral agencies, DFIs, impact investors, philanthropic foundations, and the private sector.
3. Develop a prioritized funding opportunity matrix covering all seven resource mobilization pillars identified in the 2026–2030 strategic plan.
4. Design structured partnership engagement frameworks and relationship management tools to systematically pursue and manage funder relationships.
5. Develop an internal revenue diversification plan with specific targets, mechanisms, and timelines to reduce donor dependency progressively.
6. Produce communications and thought leadership framework aligned to resource mobilization objectives, defining key messages, channels, products, and audiences.
7. Develop an implementation roadmap and monitoring framework to guide execution, accountability, and learning over the strategic period.

## 5. Scope of Work

The assignment is structured as a twelve-week process organized into four phases. Each phase produces defined outputs that collectively constitute the Resource Mobilization and Positioning Strategy.

### Phase 1 (Weeks 1–2): Diagnostic Assessment and Stakeholder Engagement

The consultant will undertake a rapid but comprehensive diagnostic to establish the evidence base for strategy development. Specific tasks include:

- Review of the MESPT 2026–2030 Strategic Plan, the 2021–2025 strategy review, organizational financial records, donor agreements, and existing resource mobilization materials.
- Assessment of MESPT's current funding portfolio: sources, amounts, timelines, reporting obligations, and renewal prospects.
- Analysis of MESPT's internal revenue mechanisms, commercial activities, and existing fee-for-service models.
- Mapping of Kenya's donor, DFI, impact investment, and philanthropic landscape, with specific attention to actors aligned with inclusive agri-finance, climate resilience, gender and youth inclusion, and MSME development (drawing on Annex 2 of the strategic plan and updated research).
- Identification of gaps between MESPT's current positioning and the expectations and priorities of target funders.
- Key informant interviews with MESPT leadership, selected board members, current donors, and potential partners.
- Benchmarking analysis of resource mobilization practices of comparable organizations operating in the agri-finance and climate resilience space in East Africa.

Output: Diagnostic Report and Stakeholder Mapping (10–15 pages).

### Phase 2 (Weeks 3–4): Positioning Framework and Opportunity Prioritization

Drawing on Phase 1 findings, the consultant will develop MESPT's core positioning and funding opportunity architecture:

- Develop MESPT's overarching institutional positioning narrative, clearly articulating its role as a national systems enabler, climate-smart finance intermediary, and inclusive agri-enterprise catalyst.
- Develop tailored value propositions and messaging frameworks for each key funder segment: bilateral donors, multilateral agencies, DFIs and climate funds, impact investors, philanthropic foundations, corporate and financial sector foundations, and county/government co-financiers.
- Design a prioritized funding opportunity matrix, organized by strategic pillar, funder type, time horizon, estimated value, and probability of conversion.
- Map climate and green finance opportunities specifically, including pathways to Green Climate Fund (GCF), Adaptation Fund, carbon markets, ESG investors, and regional development banks.
- Define a private sector engagement strategy, including co-financing models, CSR/ESG partnerships, and public-private partnership (PPP) frameworks at the county level.

Output: Positioning Framework and Funding Opportunity Matrix.

### Phase 3 (Weeks 5–6): Strategy Development and Internal Revenue Planning

The consultant will draft the full Resource Mobilization and Positioning Strategy document, incorporating:

- A five-year resource mobilization plan, with annual targets across all funding streams and funder segments.

- Detailed engagement strategies and relationship management protocols for tier-one priority funders.
- A structured internal revenue diversification plan, including fee-for-service models, wholesale lending income, digital platform revenue, knowledge product commercialization, learning events, and an endowment fund establishment roadmap.
- A donor stewardship and retention framework to deepen existing partnerships and secure multi-year program funding.
- Communications and thought leadership strategy aligned to resource mobilization, including: key thematic messages per pillar, high-value knowledge products (policy briefs, impact reports, case studies), digital channels and media strategy, event participation and convening calendar, and GESI-responsive communication approaches.
- An institutional capacity assessment identifying the internal systems, staffing, and tools required to execute the strategy, including a proposal for a dedicated resource mobilization function or unit within MESPT's organizational structure.

Output: Draft Resource Mobilization and Positioning Strategy 2026–2030 (full document).

### Phase 4 (Weeks 7–8): Validation, Refinement, and Finalization

- Facilitate a stakeholder validation workshop with MESPT leadership, the Board of Trustees, and selected partners to review and refine the draft strategy.
- Incorporate feedback and finalize the strategy document.
- Develop a condensed strategy summary (5–8 pages) for external use with donors and partners.
- Develop a year-one implementation action plan with clear milestones, responsibilities, and resource requirements.
- Produce a monitoring and learning framework to track progress against resource mobilization targets throughout the strategic period.

Output: Final Resource Mobilization and Positioning Strategy, Executive Summary, Year-One Action Plan, and Monitoring Framework.

## 6. Key Deliverables

| # | Deliverable | Timeline | Format |
|---|---|---|---|
| 1 | Inception Report: workplan, methodology, stakeholder engagement schedule | End of Week 1 | Report (max 5 pages) |
| 2 | Diagnostic Report and Stakeholder Mapping | End of Week 3 | Report (10–15 pages) |
| 3 | Positioning Framework and Prioritized Funding Opportunity Matrix | End of Week 6 | Report + Matrix (Excel/visual) |
| 4 | Draft Resource Mobilization and Positioning Strategy 2026–2030 | End of Week 9 | Full strategy document |

| | | | |
|---|---|---|---|
| **5** | Stakeholder Validation Workshop facilitation and proceedings report | Week 10 | Workshop + brief report |
| **6** | Final Resource Mobilization and Positioning Strategy 2026–2030 | End of Week 11 | Full document (Word + PDF) |
| **7** | Strategy Executive Summary (external-facing) | End of Week 11 | 5–8 pages |
| **8** | Year-One Implementation Action Plan with monitoring framework | End of Week 12 | Annexure to strategy |

## 7. Expected Outcomes

Upon successful completion of this assignment, MESPT will have:

- A credible, evidence-based, and board-approved Resource Mobilization and Positioning Strategy guiding fundraising for 2026–2030.
- A clear institutional positioning narrative that resonates with bilateral donors, multilaterals, DFIs, climate funds, impact investors, and the private sector.
- A structured, prioritized funding pipeline with actionable engagement pathways for at least 20 high-priority funder opportunities.
- A roadmap to achieve 30% internal revenue generation by 2030, with defined mechanisms and milestones.
- A thought leadership and communications framework that positions MESPT as a credible, high-visibility actor in inclusive Agri-finance, climate resilience, and MSME development in Kenya and East Africa.
- Enhanced organizational capacity and systems for proactive, professional resource mobilization.

## 8. Duration and Work Schedule

The assignment is expected to take two months (8 weeks) from the date of contract signing.

| Phase | Activity | Timeline |
|---|---|---|
| **Phase 1** | Diagnostic Assessment and Stakeholder Engagement | Weeks 1–2 |
| **Phase 2** | Positioning Framework and Opportunity Prioritization | Weeks 3–4 |
| **Phase 3** | Strategy Development and Internal Revenue Planning | Weeks 5–6 |

| | | |
|---|---|---|
| **Phase 4** | Validation, Refinement, and Finalization | Weeks 7–8 |

## 9. Roles and Responsibilities

### MESPT Responsibilities

- Provide the consultant with access to all relevant institutional documents, data, and financial records.
- Facilitate access to key informants, including leadership, board members, current donors, and partners.
- Assign a dedicated point of contact (Head of Fundraising and Partnerships) to coordinate the assignment.
- Review and provide timely feedback on all draft deliverables (within five working days of submission).
- Organize and support the stakeholder validation workshop.
- Approve all final deliverables and provide formal sign-off for payment release.

### Consultant Responsibilities

- Lead all technical design, research, analysis, and writing tasks.
- Deliver all outputs within agreed timelines and to a high professional standard.
- Facilitate stakeholder consultations and the validation workshop.
- Ensure all deliverables are GESI-responsive, inclusive, and aligned to MESPT's 2026–2030 strategic vision.
- Incorporate MESPT's feedback into revised deliverables in a timely manner.
- Maintain confidentiality of all organizational data and documents accessed during the assignment.

## 10. Reporting and Coordination

The Consultant will report to the Head of Fundraising and Partnerships, MESPT. A reference group comprising the CEO, Programme Director, and Head of Finance and Administration will provide strategic oversight and review key deliverables. Progress updates will be shared at the start of each new phase and at major deliverable milestones.

## 11. Required Qualifications and Experience

MESPT seeks an individual consultant or consulting firm with demonstrated expertise in institutional fundraising and resource mobilization within the international development sector. The following qualifications are required:

## Mandatory Qualifications

### Firm experience

Atleast 5 years' experience in developing resource mobilization strategies for national development organizations, international NGOs, and corporates.

Must have developed resource mobilization strategy for the last two years. (provide proof).

The firm must have experience of working with organizations similar to MESPT i.e. in scope, mission and thematic pillars.

### Lead Consultant

- At least 10 years of progressive experience in resource mobilization, institutional fundraising, or development finance, with a minimum of 5 years focused on the agriculture, climate, or financial inclusion sectors in sub-Saharan Africa.
- Proven experience developing resource mobilization or funding strategies for development organizations, NGOs, or impact-focused institutions.
- Deep knowledge of Kenya's donor and development finance landscape, including bilateral donors (DANIDA, FCDO, SIDA, GIZ), multilateral agencies (World Bank, IFAD, EU, AfDB, GCF), impact investors, and philanthropic foundations.
- Strong understanding of blended finance, climate finance mechanisms (GCF, Adaptation Fund, carbon markets), and ESG investment frameworks.
- Experience developing positioning narratives, value propositions, and funder-facing communications for development organizations.
- Demonstrated understanding of gender equality, youth inclusion, and social inclusion in program and funding design.

### Desirable Qualifications

- Prior engagement with MESPT or similar Agri-finance and market systems organizations in Kenya or East Africa.
- Experience in internal revenue generation strategies for development organizations, including fee-for-service and social enterprise models.
- Familiarity with the Kenyan agricultural and MSME ecosystem, cooperative sector, and smallholder farmer finance landscape.
- Track record of facilitating multi-stakeholder strategy workshops.

## 12. Evaluation Criteria

| Evaluation Criteria | Weight (%) |
|---|---|
| Demonstrated experience in resource mobilization and fundraising strategy development | 25 |
| Knowledge of Kenya's donor, DFI, and impact investment landscape | 15 |
| Quality of proposed methodology and approach | 20 |
| Understanding of MESPT's strategic context and value-add to the assignment | 15 |
| Qualifications and CVs of key personnel | 10 |
| Workplan and implementation schedule | 10 |
| References from comparable assignments | 5 |
| **Total** | **100** |

Note: Technical proposals scoring below 70 points will not proceed to financial evaluation. The financial proposal does not carry any score since the bid with the highest technical score and within the budget shall be considered for award.

## 13. Financial Proposal

Applicants should submit a financial proposal including:

- A lump-sum fee proposal for the full three-month assignment, expressed in Kenya Shillings (KES).
- A payment schedule linked to the delivery and MESPT approval of key deliverables, structured as follows:
  - 20% upon submission and approval of the Inception Report.
  - 25% upon submission and approval of the Diagnostic Report and Positioning Framework.
  - 30% upon submission and approval of the Draft Strategy.
  - 25% upon submission and approval of the Final Strategy and all remaining deliverables.
- A breakdown of costs covering professional fees, travel, subsistence, and any other rechargeable expenses.
- All proposals should be exclusive of VAT, with applicable taxes stated separately.

## 14. Application Requirements

Interested applicants should submit a complete application package comprising:

- Technical Proposal (maximum 10 pages, excluding annexes) covering: understanding of the assignment; proposed methodology and approach; workplan with key milestones; and consultant/team profile.
- Curriculum Vitae(s) of key personnel to be deployed on the assignment.
- At least two references from comparable recent assignments, including client contact details.
- Samples of at least one similar deliverable (e.g., a resource mobilization strategy or funding landscape assessment) produced within the last five years.
- Financial Proposal (submitted separately and sealed).

## 15. Submission Details

| | |
|---|---|
| **Submit Applications To:** | tender@mespt.org |
| **Email Subject Line:** | "Consultancy – Resource Mobilization and Positioning Strategy 2026–2030" |
| **Application Deadline:** | Monday, 29th June 2026 at 12:00 noon EAT |
| **Queries:** | Direct queries to procurement@mespt.org with the subject line "Query – Resource Mobilization TOR" at least 7 days before closing date. |

## 16. CONDITIONS

i. Only shortlisted candidates will be contacted. MESPT reserves the right to accept or reject any proposal.

ii. Any canvassing will lead to automatic cancellation of the submitted proposal.

**Micro Enterprises Support Programme Trust (MESPT)**

Tausi Lane 01, Westlands | P.O. Box 187–00606, Nairobi, Kenya

Tel: +254 722 207905 / 735 333154 | info@mespt.org | www.mespt.org

## PART VI: STANDARD BIDDING FORMS *(to be filled by the Consultant)*

### 11.0 Supplier Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business.

You are advised that you will be sanctioned from future bids by MESPT if you give false information on this form.

*Part 1 – General:*

Business Name
……

Location of business premises.
……

Plot No…… Street/Road
……..

Postal Address …….. Tel No. ……. Fax ……. E mail …….

Nature of Business
……..

Registration Certificate No.
……

Maximum value of business which you can handle at any one time – Kshs.
……

Name of your bankers …….. Branch
……

| | Part 2 (a) – Sole Proprietor |
|---|---|

| | |
|---|---|
| | Your name in full …….. Age ……..<br><br>Nationality …… Country of origin …….<br><br>Citizenship details ……. |
| | Part 2 (b) Partnership<br><br>Given details of partners as follows:<br><br>Name Nationality Citizenship Details Shares<br><br>……<br><br>……<br><br>……..<br><br>…….. |
| | Part 2 (c ) – Registered Company<br><br>Private or Public …….<br><br>State the nominal and issued capital of company-<br><br>Nominal Kshs. ……<br><br>Issued Kshs. ……<br><br>Given details of all directors as follows<br><br>**Name Nationality Citizenship Details Shares**<br><br>1……<br><br>2. ……..<br><br>3. ……<br><br>4. ……<br><br>5 ……. |

Date ……..

Signature of Candidate ……..

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

## 12.0 Consultant's Representatives and Key Personnel Schedule
**(To be used for Consulting Firms only)**

| | | |
|---|---|---|
| **1.** | **Title of position:** *(Insert title)* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *(Insert title)* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *(Insert title)* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |

| | | |
|---|---|---|
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *(Insert title)* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## 13.0 Declaration

**[to be filled and submitted by the Key Experts of the Consultant]**

I, the undersigned **Key Expert** certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:-

| **Commitment** | **Details** |
|---|---|
| Commitment to duration of contract: | *[insert period (start and end dates) for which this Consultant's Representative or Key Personnel is available to work on this contract]* |
| Time commitment: | *[insert period (start and end dates) for which this Consultant's Representative or Key Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

a) be taken into consideration during bid evaluation;

b) result in my disqualification from participating in the bid;

c) result in my dismissal from the contract.

Name of Consultant's Representative or Key Personnel:

_____

[*insert name*] Signature:

_____

_____

Date: (day month year):

_____

_____

Signature of authorized representative of the Bidder:
Signature:____ Date: (day month year): ____

## 1. CERTIFICATE OF INDEPENDENT PROPOSA DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the_____*[Name of Procuring Entity]* for:_____*[Name and number oftender]*in response to the request for tenders madeby:_____

_____*[Name of Tenderer]* do hereby make thefollowing statements that I certify to be true and complete in every respect:

I certify, on behalf of_____*[Name of Tenderer] that*:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to betrue and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate,and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer,whether or not affiliated with the Tenderer, who:
   - Has been requested to submit a Tender in response to this request for tenders;
   - could potentially submit a tender in response to this request for tenders, based on theirqualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   - The Tenderer has arrived at the Tender independently from, and without consultation,communication, agreement or arrangement with, any competitor;
   - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and theTenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements.

6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, therehas been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not to submit, a proposal; or
- the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, speciation's or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to paragraph(5)(b) above.

Name

_____

_____

Title

_____

Signature

_____

Date

_____

**[Name, title and signature of authorized agent of Consultant and Date]**

# PART VII: GENERAL CONDITIONS OF CONTRACT

## A. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) **"Applicable Law"** means the laws and any other instruments having the force of law in Kenya as specified in the PCC.

b) **"The Buyer"** means Micro and Small Enterprises Support Program (MESPT) that signs the Contract for the Services with the Selected Consultant.

c) **"Consultant"** means a legally - established professional consulting firm or entity selected by The Buyer to provide the Services under the signed Contract.

d) **"Contract"** means the legally binding written agreement signed between The Buyer and the Consultant and which includes all the attached documents listed in the Form of Contract (the General Conditions (GCC), the Particular Conditions (PCC), and the Appendices).

e) **"Day"** means a business/working day unless indicated otherwise.

f) **"Effective Date"** means the date on which this Contract comes into force and effect.

g) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

h) **"Foreign Currency"** means any currency other than the Kenya Shilling.

i) **"GCC"** means these General Conditions of Contract.

j) **"Government"** means the Government of Kenya.

k) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to The Buyer for the performance of the Contract.

l) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.

m) **"Local Currency"** means the Kenya Shilling.

n) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

o) **"Party"** means The Buyer or the Consultant, as the case may be, and "Parties" means both.

p) **"PCC"** means the Particular Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

q) **"Services"** means the work to be performed by the Consultant pursuant to this Contract as described in the Terms of Reference of the particular tender.

r) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

s) **"Third Party"** means any person or entity other than The Buyer, the Consultant or a Sub-consultant.

## B. Relationship between the Parties

a. Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between The Buyer and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

## C. Law Governing Contract

a. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

## D. Language

a. This Contract has been executed in the language specified in the PCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## E. Headings

a. The headings shall not limit, alter or affect the meaning of this Contract.

## F. Communications

a. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the PCC.

b. A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the PCC.

## G. Location

7.1. The Services shall be performed at such locations as are specified in the Terms of Reference of the Tender document here to and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as The Buyer may approve.

## H. Authority of Member in Charge

a. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the PCC to act on their behalf in exercising all the Consultant's rights and obligations towards The Buyer under this Contract, including without limitation the receiving of instructions and payments from The Buyer.

## I. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by The Buyer or the Consultant may be taken or executed by the officials specified in the PCC.

## J. Corrupt and Fraudulent Practices

10.1 The Buyer requires compliance with its policy and code of ethics in regard to corrupt and fraudulent or prohibited practices as set forth in its policy and code of ethics

### a. Commissions and Fees

10.2 The Buyer requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by The Buyer.

## K. Effectiveness of Contract

a. This Contract shall come into force and effect on the date (the "Effective Date") of The Buyer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the PCC have been met.

## L. Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the PCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## M. Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the PCC.

## N. Expiration of Contract

14.1 Unless terminated earlier pursuant to the GCC hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the PCC.

## O. Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## P. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## Q. Force Majeure

### a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by the Government or Government Agencies.

17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficient funds or failure to make any payment required here under.

### b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by The Buyer, shall either:

a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by The Buyer, in reactivating the Services; or

b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to the GCC.

## R. Suspension

a. The Buyer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to per for many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## S. Termination

a. This Contract may be terminated by either Party as per provisions set up below:

### a. By The Buyer

i. The Buyer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, The Buyer shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events

referred to in (a) through (e) and at least five (5) calendar days' written notice in case of the event referred to in (f):

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to the GCC.

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the GCC.

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e If The Buyer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in the GCC.

ii. Furthermore, if The Buyer determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then The Buyer may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### d. By the Consultant

i. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to The Buyer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a If The Buyer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to the GCC within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c If The Buyer fails to comply with any final decision reached as a result of arbitration pursuant to the GCC.

d If The Buyer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by The Buyer of the Consultant's notice specifying such breach.

## T. Cessation of Rights and Obligations

a. Upon termination of this Contract pursuant to the GCC hereof, or upon expiration of

this Contract, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in the GCC, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the GCC, and (iv) any right which a Party may have under the Applicable Law.

## U. Cessation of Services

a. Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by The Buyer, the Consultant shall proceed as provided, respectively by the GCC.

## V. Payment upon Termination

a) Upon termination of this Contract, The Buyer shall make the following payments to the Consultant:

   i. Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;

   ii. Reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## W. Obligations of the Obligations

### a. Standard of Performance

a. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to The Buyer, and shall at all times support and safeguard The Buyer's legitimate interests in any dealings with the third parties.

b. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

c. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub- consultants as may be approved in advance by The Buyer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

### b. Law Applicable to Services

d. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

e. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when;

   a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

   b By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

f. The Buyer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## X. Conflict of Interests

a. The Consultant shall hold The Buyer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### a. Consultant Not to Benefit from Commissions, Discounts, etc.

b. The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

c. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising The Buyer on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of The Buyer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Buyer.

### b. Consultant and Affiliates Not to Engage in Certain Activities

d. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub- consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

### c. Prohibition of Conflicting Activities

e. The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

f. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Buyer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

## Y. Confidentiality

a. Except with the prior written consent of The Buyer, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

## Z. Liability of the Consultant

a. Subject to additional provisions, if any, set forth in the PCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

## AA. Insurance to be taken out by the Consultant

a. The Consultant (I) shall takeout and maintain and shall cause any Sub-consultants to takeout and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by The Buyer, insurance against the risks, and for the coverage specified in the PCC, and (ii) at The Buyer's request, shall provide evidence to The Buyer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in the GCC.

## BB. Accounting, Inspection and Auditing

a. The Consultant shall keep and shall make all reasonable efforts to cause its sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit MESPT to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by MESPT.

## CC. Reporting Obligations

a. The Consultant shall submit to the Buyer the reports and documents specified in the Terms of Reference and this GCC in the form, in the numbers and within the time periods set forth in Terms of Reference of the Tender.

## DD. Proprietary Rights of the Buyer in Reports and Records

a. Unless otherwise indicated in the PCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for The Buyer in the course of the Services shall be confidential and become and remain the absolute property of The Buyer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to The Buyer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of The Buyer.

b. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain The Buyer's prior written approval to such agreements, and The Buyer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the PCC.

## EE. Equipment, Vehicles and Materials

a. Equipment, vehicles and materials made available to the Consultant by The Buyer, or purchased by the Consultant wholly or partly with funds provided by The Buyer, shall be the property of The Buyer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to The Buyer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with The Buyer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by The Buyer in writing, shall insure the mat the expense of The Buyer in an amount equal to their full replacement value.

b. Any equipment or materials brought by the Consultant or its Experts into, as applicable.

## FF. Description of Key Experts

a. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts have been described in the tender document.

b. If additional work is required beyond the scope of the Services specified in the Terms of Reference of the tender, the estimated time-input for the Key Experts may be increased by

agreement in writing between The Buyer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in the contract, the Parties shall sign a Contract amendment.

## GG. Replacement of Key Experts

a. Except as The Buyer may otherwise agree in writing, no changes shall be made in the Key Experts.

b. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

## HH. Approval of Additional Key Experts

a. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to The Buyer for review and approval a copy of their Curricula Vitae (CVs). If The Buyer does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by The Buyer.

## II. Removal of Experts or Sub-consultants

a. If The Buyer finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall The Buyer determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at The Buyer's written request, provide a replacement.

b. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by The Buyer to be in competent or in capable in discharging assigned duties, The Buyer, specifying the grounds therefore, may request the Consultant to provide a replacement.

c. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to The Buyer.

## JJ. Replacement/ Removal of Experts–Impact on Payments

a. Except as The Buyer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

## KK. Working Hours, Overtime, Leave, etc.

a. Working hours and holidays for Experts are as defined in the Republic of Kenya. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as specified in the terms of reference.

b. The Experts shall not be entitled to be paid for overtime nor take paid sick leave or vacation leave except as specified in the Terms of Reference and the Consultant's remuneration shall be deemed to cover these items.

c. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## LL. Obligations of the Buyer

### Assistance and Exemptions

a. Unless otherwise specified in the PCC, The Buyer shall use its best efforts to:

   a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

   b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.

   c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

   d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

   e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.

   f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.

   g Provide to the Consultant any such other assistance as may be specified in the PCC.

## MM. Access to Project Site

a. The Buyer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Buyer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

## NN. Change in the Applicable Law Related to Taxes and Duties

a. If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the GCC.

## OO. Services, Facilities and Property of The Buyer

a. The Buyer shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in the said Terms of Reference.

b. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in the Terms of Reference, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof.

## PP. Counterpart Personnel

a. The Buyer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by The Buyer with the Consultant's advice, if specified in the Terms of Reference.

b. If counterpart personnel are not provided by The Buyer to the Consultant as and when specified in the Terms of Reference, The Buyer and the Consultants hall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by The Buyer to the Consultant as a result thereof.

c. Professional and support counterpart personnel, excluding the Buyer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that

is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and The Buyer shall not unreasonably refuse to act upon such request.

## QQ. Payment Obligation

a. In consideration of the Services performed by the Consultant under this Contract, The Buyer shall make such payments to the Consultant and in such manner as provided in the Terms of Reference and the GCC hereof.

## RR. Payments to the Consultant

### Ceiling Amount

a. An estimate of the cost of the Services is set forth in the contract.

b. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the PCC.

**c.** For any payments in excess of the ceilings specified herein, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

## SS. Remuneration and Reimbursable Expenses

**a.** The Buyer shall pay to the Consultant

i. Remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and

ii. Reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

b. All payments shall be at the rates set forth in the Contract.

c. Unless the PCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

d. The remuneration rates shall cover:

i. Such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),

ii. The cost of backstopping by home office staff not included in the Experts list the Consultant's profit, and

iii. Any other items as specified in the PCC.

**e.** Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of The Buyer, once the applicable remuneration rates and allowances are known.

## TT. Taxes and Duties

a. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the PCC.

## UU. Currency of Payment

a. Any payment under this Contract shall be made in the currency or currencies specified in the PCC.

## VV. Mode of Billing and Payment

a. Billing and payments in respect of the Services shall be made as follows:

a *Advance payment*. Within the number of days after the Effective Date, The Buyer shall pay to the Consultant an advance payment where specified in the PCC. Unless otherwise indicated in the PCC, an advance payment shall be made against an advance payment bank guarantee acceptable to The Buyer in an amount (or amounts) and in a currency (or currencies) specified in the PCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off. The advance payments will be set off by The Buyer in equal installments against the statements for the number of months of the Services specified in the PCC until said advance payments have been fully setoff.

b *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the PCC, the Consultant shall submit to The Buyer, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable such interval, or any other period indicated in the PCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

c *The Buyer shall pay the Consultant's invoices* within the period specified in the PCC after the receipt by The Buyer of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, The Buyer may add or subtract he difference from any subsequent payments.

d *The Final Payment*: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by The Buyer. The Services shall be deemed completed and finally accepted by The Buyer and the final report and final invoice shall be deemed approved

by The Buyer as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by The Buyer unless The Buyer, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that The Buyer has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to The Buyer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by The Buyer for reimbursement must be made within twelve (12) Calendar month s after receipt t by The Buyer of a final report and a final invoice approved by The Buyer in accordance with the above.

e All payments under this Contract shall be made to the accounts of the Consultant specified in the PCC.

f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

### WW. Interest on Delayed Payments

a. If The Buyer had delayed payments beyond thirty (30) days after the due date, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the PCC.

## 80 Fairness and Good Faith

### XX. Good Faith

a. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 81 Settlement of Disputes

### YY. Amicable Settlement

a. The Parties shall seek to resolve any dispute amicably by mutual consultation.

b. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Dispute Resolution shall apply.

### ZZ. Dispute Resolution

a. Any dispute between the Parties arising under or related to this Contract that cannot be settled

amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions in the PCC.

## PART VIII: PARTICULAR CONDITIONS OF CONTRACT (PCC)

The following Particular Conditions of Contract (PCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract (GCC).

***(Amend the provisions of the PCC below as may be appropriate)***

| **Number of GCC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
|---|---|
| 1.1(a) | The Contract shall be construed in accordance with the Laws of Kenya |
| 4.1 | The language is English |
| 6.1 and 6.2 | The addresses are ***[fill in at negotiations with the selected firm]*:**<br><br>The Buyer: _____<br>Attention: _____<br>E-mail: _____<br><br>Consultant: _____<br>Attention: _____<br>E-mail: _____ |
| 8.1 | *[Note: If the Consultant consists only of one entity, state "Not Applicable";* |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | *OR*<br>The Lead Member on behalf of the JV is _____ *[insert name of the member]* |
| 9.1 | The Authorized Representatives are:<br>For The Buyer: *[name, title]*____<br>For the Consultant: *[name, title]*____ |
| 11.1 | The effectiveness conditions are the following: *[insert "Not Applicable" or list the conditions]* |
| 12.1 | Termination of Contract for Failure to Become Effective:<br>The period shall be _____ *[insert period, e.g.: four months]*. |
| 13.1 | Commencement of Services:<br>The number of days shall be_____ *[e.g.: ten]*.<br>Confirmation of Key Experts' availability to start the Assignment shall be submitted to The Buyer in writing as a written statement signed by each Key Expert. |
| 14.1 | Expiration of Contract:<br>The period shall be _____ *[insert time period, e.g.: twelve months]*. |
| 26.1 | **No additional provisions.**<br>***[OR:***<br>The following limitation of the Consultant's Liability towards The Buyer can be subject to the Contract's negotiations:<br>"Limitation of the Consultant's Liability towards The Buyer:<br>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to The Buyer's property, shall not be liable to The Buyer:<br>i. for any indirect or consequential loss or damage; and |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | ii. for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;<br><br>(b) This limitation of liability shall not<br><br>i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;<br>ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. |
| 27.1 | The insurance coverage against the risks shall be as follows:<br><br>*[Note: Delete what is not applicable except (a)].*<br><br>(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;<br><br>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in The Buyer's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *in accordance with the applicable law in Kenya*<br><br>(c) Third Party liability insurance, with a minimum coverage of *in accordance with the applicable law in The Buyer's country.*<br><br>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in The Buyer's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and<br><br>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| 30.1 | *[If applicable, insert any exceptions to proprietary rights provision_____]* |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| 30.2 | *[If there is to be no restriction on the future use of these documents by either Party, this Clause should be indicated "Not Applicable". If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*<br><br>*[*The Consultant shall not use these *[insert what applies…… documents and software…….. ]* for purposes unrelated to this Contract without the prior written approval of The Buyer.]<br><br>*OR*<br><br>[The Buyer shall not use these *[insert what applies……. documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the Consultant.]<br><br>*OR*<br><br>*[*Neither Party shall use these *[insert what applies……. documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the other Party.*]* |
| 38.1(g) | *[List here any other assistance to be provided by The Buyer. If there is no such other assistance, indicate "Not Applicable" for this Clause PCC 34.1(g).]* |
| 44.2 | ***[delete the currency that is not applicable]***<br><br>The ceiling in foreign currency is: _____ *[insert amount and currency] [indicate:* inclusive *or* exclusive*]* of local indirect taxes.<br><br>The ceiling in local currency is: _____ *[insert amount and currency] [indicate:* inclusive *or* exclusive] of local indirect taxes.<br><br>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate:* "be paid" *or* "reimbursed"*]* by The Buyer *[insert as appropriate:* "for" or "to"*]* the Consultant.<br><br>The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]* |
| 45.3 | Price adjustment on the remuneration …….. *[insert* "applies" *or* "does not apply"*]*<br><br>*If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.* |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| 45.4(iii) | The other remuneration items are: *[specify where applicable]* |
| 47.1 | The currency or currencies of payment shall be the following: *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]* |
| 48.1(a) | *[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*<br><br>The following provisions shall apply to the advance payment and the advance bank payment guarantee:<br><br>(1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by The Buyer in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.<br><br>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. |
| 48.1(b) | *[Indicate "Not Applicable" for this Clause PCC 48.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:*<br><br>The Consultant shall submit to The Buyer itemized statements at time intervals of _____ *[e.g. "every quarter", "every six months", "every two weeks", etc.].* |
| 48.1(e) | The accounts of the Consultant are:<br><br>for foreign currency: *[insert account]*.<br><br>for local currency: *[insert account]*. |
| 49.1 | The interest rate is: *[indicate whether it's applicable or not applicable. If not applicable, please indicate the rate]*. |
| 52.1 | Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations. |

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | |

**Form of Contract**

This CONTRACT (herein after called the "Contract") is made the *[day]* day of the month of *[month],[year]*, between, on the one hand, ***[Micro Enterprises Support Programme Trust, MESPT]*** (herein after called the "The Buyer") and, on the other hand, *[name of Consultant ]*(hereinafter called the" Consultant").

WHEREAS

a) The Buyer has requested the Consultant to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Consultant, having represented to the Buyer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

I. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

a) The Letter of Acceptance

b) The Financial Proposal Submission Form

c) The Addenda Nos.__(if any)

d) Particular Conditions of Contract

e) General Conditions of Contract

f) The Terms of Reference

g) The Summary of Costs

h) Any other document listed in GCC as forming part of the Contract

b) In consideration of the payments to be made by The Buyer to the Consultant as specified in this Agreement, the Supplier hereby covenants

with The Buyer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. The mutual rights and obligations of the Buyer and the Consultant shall be as set forth in the Contract, in particular:

   a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

   b) The Buyer shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year indicated above.

For and on behalf of **Micro Enterprises Support Programme Trust**

Signed:_____*[insert signature]*

in the capacity of_____*[insert title or other appropriate designation]* In the presence of_____*[insert identification of official witness]*

For and on behalf of the Consultant

Signed:_____*[insert signature of authorized representative(s) of the Consultant ]* in the capacity of_____*[insert title or other appropriate designation]* in the presence of_____*[insert identification of official witness]*