

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL FOR NSSF TIER II MANAGEMENT THROUGH A RETIREMENT BENEFITS SCHEME

Reference: RFP26/EA/HRD/SRV/PFS/0001

Médecins Sans Frontières Spain (Eastern Africa)

JULY, 2026

Author(s): PROCUREMENT UNIT

All information included in this RFP document are confidential and only for the intended recipient knowledge. No information included in this document or in discussions connected to it may be disclosed to any other party.

Purpose of this document

This Request for Proposal is an invitation to select a company or a group of companies to submit proposals to set up a structured employee benefits scheme that ensures professional administration with value addition by a registered entity and seeks services from a reputable firm to undertake the setting up and administration and fund management of the scheme to the Medecins Sans Frontiers Spain (Eastern Africa)

Contact person

All technical questions and inquiries regarding this RFP should be directed to:

E-mail: msfea-proc-tenders@nairobi.msf.org

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2. Introduction

The overall objective of this assignment is to set up a structured employee benefits scheme that ensures professional administration with value addition by a registered entity and seeks services from a reputable firm to undertake the setting up and administration and fund management of the scheme.

To succeed in achieving the objective, the Service Provider is required to apply the highest degree of professionalism and ensure that the process is open, transparent and above board.

2.1. Médecins Sans Frontières

Médecins Sans Frontières (MSF) translates to 'doctors without borders'. We provide medical assistance to people affected by conflict, epidemics, disasters, or exclusion from healthcare. Our teams are made up of tens of thousands of professionals working in health and medical care, logistics, administration, communications, skilled trades – all bound together by our charter and serving people in need. Our actions are guided by medical ethics and the principles of impartiality, independence, and neutrality. We are a non-profit, self-governed, member-based organisation.

MSF was founded in 1971 in Paris by a group of journalists and doctors. Today, we are a worldwide movement of over 67,000.

2.2. MSF staff

Some 65,000 people from all over the world provide assistance to people in crisis. These are doctors, nurses, midwives, surgeons, anesthetists, epidemiologists, psychiatrists, psychologists, pharmacists, laboratory technicians, logistics experts, water and sanitation engineers, administrators and other support staff. More than 90% are recruited in the countries where the programs are, and they work with a small number of international staff.

2.3. MSF organization

MSF offices, units, operational centers and associations interconnect and work together in various ways, and are formally bound as one movement by a shared name, a shared commitment to the **MSF Charter and principles**, and shared membership of MSF International.

2.4. MSF International

MSF International is the association that safeguards the identity of the MSF Movement. Based in Geneva, MSF International's executive provides coordination, information and support to the MSF movement, and implements international projects and initiatives as requested. Regional MSF associations are members of MSF International.

2.5. MSF Associations

Today, in 2026, the international MSF movement is composed of over 25 associations around the world. * All are independent legal entities registered in the country where they operate. They elect their own board of directors and president during the General Assembly. Most associations have an executive office that raises funds and recruits staff for MSF's operations.

These associations are based in: Australia, Austria, Belgium, Brazil, Canada, Denmark, East Africa, France, Germany, Greece, Holland, Hong Kong, Japan, Italy, Latin America, Luxembourg, Norway, South Asia regional association, Southern Africa, Spain, Sweden, Switzerland, United Kingdom, USA, and West and Central Africa regional association.

2.6. MSF programs around the world

In over 70 countries, Médecins Sans Frontières provides medical humanitarian assistance to save lives and ease the suffering of people in crisis situations. MSF's activities are a mix of direct support, remote support and coordination support.



These countries are:

Afghanistan, Bangladesh, Belarus, Belgium, Bolivia, Bosnia and Herzegovina, Brazil, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Colombia, Côte d'Ivoire, Democratic People's Republic of Korea, Democratic Republic of Congo, Egypt, El Salvador, Eswatini, Ethiopia, France, Greece, Guinea, Guinea-Bissau, Haiti, Honduras, Hong Kong, India, Indonesia, Iran, Iraq, Italy, Jordan, Kenya, Kyrgyzstan, Lebanon, Liberia, Libya, Malawi, Malaysia, Mali, Mexico, Mozambique, Myanmar, Nicaragua, Niger, Nigeria, Pakistan, Palestine, Papua New Guinea, Philippines, Russia, Serbia, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Switzerland, Syria, Tajikistan, Tanzania, Thailand, Turkey, Uganda, Ukraine, Uzbekistan, Venezuela, Yemen, Zambia, and Zimbabwe.

2.7. MSF Spain (Eastern Africa Unit) within the organization

2.7.1. MSF SPAIN (EASTERN AFRICA UNIT) – a strategic partner

MSF Eastern Africa is an institutional member of MSF. It focuses on representation and networking, recruiting and supporting staff from the region, communications and fundraising, as well as working on other dossiers of importance to MSF such as Diversity, Equity and Inclusion (DEI), Data Protection, mutualization, training, medical operational support and environmental health

3. RFP process

3.1. RFP planning

Below is the target selection process timeline:

- | | |
|--|-----------------------------------|
| • Issuance of Request for Proposal | - 13 th July, 2026 |
| • Bidders' confirmation of participation | - 20 th July, 2026 |
| • Final questions / requests for clarification | - 27 th July, 2026 |
| • Reception of bids | - 10 th August, 2026 |
| • Bidders shortlisting | - 17 th August, 2026 |
| • Optional: shortlisted bidders' interviews | - 24 th August, 2026 |
| • Final selection for RFP | - 7 th September, 2026 |

3.2. Confirmation of participation

Bidders deciding to take part in this RFP are requested to send their written confirmation of participation by email to the contact persons by **20th July, 2026** at the latest.

3.3. Bid submission rules

The bidders must send their responses and related documents by email **msfea-proc-tenders@nairobi.msf.org** by **10th August, 2026** at the latest.

Explicit reference must be made to the above RFP reference:

- By email: in the email subject line

Proposals submitted beyond the above deadline will be rejected and returned to the bidder or discarded.

Bids submitted must remain valid for at least 90 days after submission.

3.4. Supplier Response

The bidders are requested to write a specific and concise answer to each of the questions in this RFP and attached Terms of Reference

All questions and answers will be taken into account for the final supplier selection.

It is not permitted that local companies (registered in the country of the project) appear as joint-ventures or associate partners in more than one application.

3.5. Request(s) for clarification

Bidders are invited to either submit questions / requests for clarification by email.

3.5.1. PROJECT INFORMATION VISITS

There is no need for project visit.

3.5.2. REQUESTS FOR CLARIFICATION

Enquiries for further details on services required are only permitted in writing and no later than 27th July, 2026. Confirmation of receipt will be sent by e-mail to all bidders in a circular letter.

Bidders can send their questions to the following e-mail address stating as subject the title of the invitation for tender:

msfea-proc-tenders@nairobi.msf.org

If MSF Spain (Eastern Africa) at its own initiative or in response to a request from a bidder, adds or clarifies information to the RFP, this information may be sent in writing and shared at the same time with all bidders invited to tender.

3.6. Response language

The responses and related documents must be submitted in English

3.7. Selection process

Bidders shall submit a technical and a financial proposal separately, in clearly marked separate emails. The financial proposal shall be sealed, and no financial information shall be contained in the technical proposals. Both envelopes or digital documents must be submitted per the schedule and contact details detailed in sections 3.1 and 4.3.

- (a) First Proposal containing the bid for services to be supplied, clearly marked on the outside "TECHNICAL PROPOSAL"
- (b) Second Proposal containing the original and one copy of the detailed commercial offer, itemized per the technical proposal, clearly marked as "FINANCIAL PROPOSAL"

Only technical Proposals shall be opened on the date of submission. Financial Proposals shall remain sealed until the technical evaluation is completed.

The technical proposal must show that the attached Terms of Reference /Technical details and their objectives have been fully understood and the proposed methods and resources must match the detailed needs.

In drawing up the technical proposal for services, the bidder should observe the Terms of Reference and any particular requirements in this document and the below evaluation criteria.

In assessing the technical bids for services, value will be attached to brief, precise and customized statements. The document should be clear, complete and arranged in a readable way. The presentation may include diagrams, tables and graphs as necessary.

The technical assessment of the bids will be done according to the following criteria/weighting

S/No.	CRITERION	Guiding Notes	Max Points



1.	Total Portfolio value of the guaranteed fund under management (Kshs)	• above 100 Billion (20 marks) • 50 billion – 100 Billion (10 marks) • 50 billion and below (5 marks)	20
2.	Capital Adequacy Ratio as per 2025 Audited accounts	• 200% and above (15 marks) • 150% – 200% (10 marks) • 100% and 150% (5 marks)	15
3.	Experience of the firm in relation to the assignment	• 15 years and above (15 marks) • 10years - 14 years (7 marks) • 9 years and below (3 marks)	15
6.	Provide a list of 5 key technical staff with over 20 years' experience attached to the account who should be members of a recognized professional body (attach evidence)	• 5 key technical staff with 20 years' experience (20 marks) • 3 key technical staff with 20 years' experience (15 marks) • 2 key technical staff with 20 years' experience (10 marks)	20
7.	Provide evidence of having dealt with 5 firms on similar or related consulting assignment	• Reference letters, contracts or completion letters	20
8.	Ten (10) year average rate of return (whether net or gross of expenses)	• 10% and above (10 marks) • 7% - 10% (8 marks) • 7% and Below (2 marks)	10
NB: Minimum pass mark score is 80 Points.			100

Only technical proposals that score 80 points (i.e. 80 %) or more are eligible for the subsequent opening of financial bids.

The technical proposal score will account for 75% of the overall bid rating.

The financial bids will be assessed on the basis of the total price (not including customs and excise duties, taxes, levies etc. in Kenya after correcting any arithmetical errors and after deducting cost items that, as stated in the request for tender, are not to be included in the assessment.

For the purpose of comparison, the total adjusted price calculated will be converted into one and the same currency Kenya Shilling (KSh) at the exchange rate of the day.

The price quoted will account for 25% of the overall rating.

Note: Bidders proposing to work as associates must specify the character and operating procedures of the suggested association scheme. In particular, information on the roles, responsibilities, contractual agreements and coordinating mechanisms among the partners shall be given as part of the technical proposal.

The order (ranking) of bids will be determined by the highest number of points. Reserves. Medecins Sans Frontiers Spain (Eastern Africa unit) the right to award the highest-scoring bidder or to create a short list of top-scoring bidders.

Medecins Sans Frontiers Spain (Eastern Africa unit) expressly reserves the right to accept or reject any bid without being obliged to any further explanation of such action.

After this RFP, Medecins Sans Frontiers Spain (Eastern Africa unit) reserves the right to enlarge or re-issue an RFP process.

3.8. Selection process outcome

The successful bidder will be informed in writing that its tender has been accepted (through a formal notification of award). Medecins Sans Frontiers Spain (Eastern Africa) will send the draft contract to the successful bidder at that point. Please note that the selected bidder is expected to agree to use MSF's standard template. If not possible, MSF may involve its legal department to support in the drafting of the contract.

Unsuccessful tenderers will be informed by e-mail msfea-proc-tenders@nairobi.msf.org
Within 15 working days following the award.

Within **thirty (30)** working days of the notification of award, the successful tenderer will sign, date and send back the contract.

If the successful tenderer fails to sign and send back the contract within **Thirty** working days, Medecins Sans Frontiers Spain (Eastern Africa) can consider the award as null and void, after official notification to the successful bidder.

Medecins Sans Frontiers Spain (Eastern Africa) reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.



3.9. Modifications to RFP documents

Medecins Sans Frontiers Spain (Eastern Africa) reserves the right to revise or amend the terms and conditions of the RFP prior to the deadline for submission of bidders' responses. In this case, the modified tender documents will be shared again with all invited bidders.

3.10. RFP Obligations & Cost

The issuing of the RFP does not imply any obligation for Medecins Sans Frontiers Spain (Eastern Africa) to buy any of the goods/services offered.

Medecins Sans Frontiers Spain (Eastern Africa) reserves the right to stop the process at any time during the RFP process.

All direct or indirect costs to the vendors linked to the response to this RFP as well as any subsequent negotiations will be borne by the bidder.

3.11. Confidentiality

This RFP, and any information disclosed or obtained during the RFP, must be treated as Confidential Information and shall not, without the prior consent of Medecins Sans Frontiers Spain (Eastern Africa) be shared with third parties nor used for any purposes other than preparing a response. Similarly, any information relating to the examination, clarification, and evaluation of bids as well as the state of the process shall also be strictly confidential and not be shared nor discussed with any third party.

If deemed necessary, bidders may be asked to sign a Non-Disclosure Agreement (NDA)

3.12. Sustainability

MSF is in daily contact with the world's most vulnerable populations as part of its mission and is witness to the impact of climate change on these populations. This is why MSF has set itself the strong [ambition](#) to reduce its CO2 emissions by 50% by 2030 and to develop a more sustainable management of its operations.

In addition, MSF wants that its relationships with its suppliers and subcontractors create social added value for the employees directly involved in the realization of services and products as well as for the surrounding communities.

It is with this dual ambition that MSF is implementing a sustainable procurement approach. In this framework, ensuring that we are working with suppliers that share our values but also measuring the social and environmental performance of our supply chain becomes a priority for our organization.

To this end:

- Bidder is required to signed the MSF Supplier Code of Conduct

- If not available, the bidder must answer the questions from the [MSF Supplier Sustainability Assessment](#) (questions to be inserted or attached to the RFP).
- Product/ service specific criteria (to be listed), are defined as mandatory or desirable and will be assessed during the selection process.

4. RFP Requirements

4.1. Documents submission

4.1.1 Proposal

The proposal shall be submitted in two separate parts: A Technical offer and a Financial offer as detailed in section 3.7.

4.1.2 Annexes

In addition to the proposal, to be submitted per details in section 4.1.1, bidders are required to submit the below documents and information

- Certificate of Registration/Incorporation
- Trading license/Business permit indicating location of operation/premises
- KRA PIN certificate for the organization
- Valid Tax Compliance Certificate
- CR-12 issued in the last one year
- Valid practicing certificate from relevant body
- Professional Membership Certificate of lead consultant
- Audited financial statements for the 2024 and 2025
- A detailed company profile
- Financial turnover report (Year N-1, N-2 at least)
- Total number of staff (Year N-1, N-2 at least)
- Letter from bidder's bank guaranteeing solvency
- CVs of key personnel to be involved in the contract implementation
- Non-Disclosure Agreement

Failure to provide all of the above and in the formats stipulated will automatically result in disqualification of the Tenderer's proposal.

4.2. General requirements

Name of organization	
Address for all correspondence	
Contact name and position	
Telephone number	
Fax number	
Email address	
Website address	
Address of registered office	
Number of employees that the organization has who can be involved with this project at a technical level	
If the supplier is a member of a group of companies, please give the name and address of the parent company(ies)	
If the supplier has partnerships, alliances, agreements with other	

companies, please give the name of the company(ies)	
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4.3. Financial information

Name of Bank <i>(from which a financial reference may be sought)</i>	
Address of Bank	
Telephone number of Bank	
Suitable contact name and telephone number <i>(if different from above)</i>	
What is your Company Registration Number?	
Is your Company VAT registered? If so, please provide your VAT Registration Number <i>(Tax Compliance Certificate)</i>	
Provide details of the Annual Turnover <i>(In Kshs.)</i>	
Latest year	
One year previous	
Payment currency	
Payment terms	As per MSF Payment terms

4.4. Customer Reference

Please indicate how many references can be contacted by MSF in total and provide the 3 most relevant references:



Reference 1	
Organization	
Contact (<i>name and telephone number</i>)	
Scope of the project	
Implementation duration	
Description of the project	
Date of implementation	
Main challenges faced	

Reference 2	
Organization	
Contact (<i>name and telephone number</i>)	
Scope of the project	
Implementation duration	
Description of the project	
Date of implementation	
Main challenges faced	

Reference 3	
Organization	
Contact (<i>name and telephone number</i>)	
Scope of the project	
Implementation duration	
Description of the project	
Date of implementation	
Main challenges faced	

4.5. Technical Requirements

This RFP concerns the provision of **NSSF TIER II Management through a Retirement Benefits Scheme**.

For details on requirements (quality, quantity, delivery terms, etc.) and expected service level, refer to the attached Terms of reference.

5. Annexes

List all annexed documents here.

Recommended:

- MSF General Purchasing Conditions
- MSF Supplier Code of Conduct
- MSF NDA template
- Terms of Reference
- MSF Charter



Médecins Sans Frontières General Purchase Conditions

(a) Article 1 Agreement

These General Purchase Conditions ("GPC") shall apply to each purchase of Goods made by MSF from the Supplier. Acceptance of a Purchase Order from MSF or signature of any framework agreement fixing specific terms for the supply of the Goods with MSF indicates the Supplier's acceptance of the GPC. No additional provisions proposed by the Supplier shall bind MSF unless agreed in writing and signed by a duly authorized representative of MSF.

The version of the GPC applicable to a Purchase Order shall be the version in force on the date of the Purchase Order. MSF reserves the right to modify the GPC at any time by providing a revised version to the Supplier.

Therapeutic foods and medical goods, being any goods destined to treat or prevent disease in human beings, shall be subject to specific MSF terms and conditions in addition to these GPC.

(b) Article 2 Purchase Order(s)

Signature of these GPC and/or of the Framework Agreement does not imply any obligation to place an order with the Supplier. Only a Purchase Order signed by MSF and accepted by the Supplier can initiate purchases of Goods. A Purchase Order shall contain the following information:

- (a) the description, quantity and price of the Goods;
- (b) the delivery date and address;
- (c) any other information deemed important by MSF (for example relating to the delivery, packaging or labelling) or any information requested by the Supplier.

(c) Article 3 Price and Invoice

Price mentioned in the Purchase Order shall be inclusive of any expenses incurred by the Supplier in fulfilment of its obligations and, of any taxes and charges owing in respect of the Goods.

The Supplier shall issue a separate invoice in respect of each Purchase Order. Each invoice shall be provided to MSF upon delivery of the Goods and shall contain the following minimum information:

- (a) Purchase Order number;
- (b) Description of Goods delivered, the price per unit and the quantity delivered (one Good per line);
- (c) Taxes that may apply to the Goods (subject to any exemptions of taxes, duties or charges officially granted to MSF);
- (d) Any costs incurred by the Supplier (for example related to packaging and delivery);
- (e) Any agreed reductions.

(d) Article 4 Payment

Unless otherwise specified in the Purchase Order, payment shall be made in local currency within thirty (30) days from receipt by MSF of the invoice. The Supplier only shall be beneficiary of the payment.

The Supplier acknowledges that MSF shall only pay for Goods following delivery and provided that the Goods comply with the Purchase Order, these GPC and the Framework Agreement. MSF shall be entitled to deduct from payment to the Supplier any amount due by the Supplier, including without limitation, costs incurred as a result of: (i) supply of any defective Goods; or (ii) breach by the Supplier of its obligations. Payment shall not be deemed acceptance of the Goods.

(e) Article 5 Delivery

Time is of the essence of delivery and the Supplier shall ensure that the Goods are delivered on or by the delivery date(s) stipulated in the Purchase Order. Without limiting any other rights or obligations of the Parties hereunder, if the Supplier is or is likely to be unable to deliver the Goods by the delivery date(s) stipulated in the Purchase Order: (i) the Supplier shall immediately consult with MSF to determine the most efficient means for delivering the Goods; and (ii) MSF shall be entitled to cancel the Purchase Order without any compensation. Unless the delay is due to a Force Majeure Event, any additional or special means of delivery shall be at Supplier's costs.

(f) Article 6 Packing List

The Supplier shall include two original copies of the Packing List with each delivery of Goods, one for the Supplier and one for MSF. The Packing List shall be provided to MSF upon delivery.

The Packing List shall include the following information for each Good delivered or for each individual package:

- (a) Purchase Order number;
- (b) Batch or serial numbers, expiry dates and quantities (if applicable);
- (c) Name of manufacturer and country of origin (if applicable);
- (d) Description and quantity of Goods included in the package;

- (e) Total weight, volume and number of packages included for each delivery.

The Supplier shall ensure that a separate Packing List is provided for each Purchase Order, even in the event that Goods from several Purchase Orders are delivered at the same time.

(g) Article 7 Packaging and labelling

The Supplier shall be responsible for the quality of the packaging and labelling of the Goods. The packaging must conform to accepted industry practices with respect to the transport and, if applicable, export of Goods. Insofar as possible, each individual package shall not exceed thirty-five (35) kilograms.

The Supplier shall ensure that the Goods are packaged adequately to provide protection against outside influences, and particularly against weather conditions prevailing during exportation, transportation and warehousing including moisture, cold, heat, light and air. Depending on the nature of the Goods, MSF shall be entitled to impose additional conditions with respect to packaging and labelling.

The Supplier shall be responsible for any loss, damage or destruction of the Goods until physical delivery has taken place in accordance with the terms of the Purchase Order.

Dangerous Goods shall be delivered and invoiced as a separate consignment. The Supplier shall ensure that all dangerous Goods are properly packed and labelled, safely transported and accompanied by the necessary certificates, in accordance with the latest IATA/IMO Dangerous Goods Regulations and in order to prevent injury to persons, damage to cargo and living resources.

(h) Article 8 Import or export authorisations

The Supplier shall obtain any export or import authorisations for the Goods whenever required. The Supplier shall provide any documents necessary for import or export and shall be responsible for any costs, expenses, losses or damages incurred as a result of incomplete, incorrect or late documents.

(i) Article 9 Quality and defective Goods

The Supplier shall ensure that the Goods delivered to MSF:

- (a) are fit for the purpose for which they are supplied, of good and merchantable quality, free from defects in workmanship and material;
- (b) conform to the specifications included in the Purchase Order, the Framework Agreement, or as agreed between MSF and the Supplier in writing prior to the Purchase Order;
- (c) are free from any and all third party claims and encumbrances; and
- (d) have been designed, manufactured and delivered in compliance with all applicable national and international laws (including labour laws), regulations and accepted industry practices.
- (e) do not infringe any patent, design, trade-name or trade-mark.

If the Goods or any part thereof are found not to conform with the terms of the Purchase Order, these GPC, or the Framework Agreement, MSF may so notify the Supplier in writing. The Supplier shall promptly, and at its own expense, replace the defective Goods or reimburse MSF, at MSF's option and without prejudice to any other rights or remedies which MSF may have.

The Supplier hereby assigns to MSF all warranties for all Goods it receives from the suppliers and manufacturers of such Goods.

The Supplier shall be liable to MSF, its affiliates, agents and employees for any and all costs, expenses, damages or liabilities incurred as a result of the supply of any defective Goods.

(j) Article 10 Inspection

MSF shall have a reasonable time after delivery of the Goods to inspect them and to reject any defective Goods (including any Goods which have been damaged during transport). All defective or rejected Goods shall be recorded as credits to MSF and replacement or reimbursement shall be completed promptly. Signature of the Packing List or transport document and/ or inspection of the Goods shall not preclude any reclamation by MSF for defective Goods in accordance with these GPC.

MSF's auditors, investigators, donors and other agents appointed by MSF (whether internal or external), shall be allowed access to examine all production processes and materials, all areas where Goods are produced or stored, and all records which the Supplier may hold

relating to the execution of Purchase Orders or in performance of the Framework Agreement. Such inspection may in particular focus on the respect by the Supplier for the obligations related to quality and ethical practices. Each Party shall bear its own costs associated with the inspection.

The Supplier acknowledges that MSF may collect and process personal information about the Supplier, its subcontractors, employees, owners and representatives including their names for identification document number in order to comply with its legal obligations, including in relation to the warranties and representations made by the Supplier in article "Ethical practices". All personal information is stored securely by MSF and personal information collected and used for these purposes is kept only for as long as necessary to comply with MSF's legal obligations. MSF operates globally and may share the information within the MSF movement. Questions or concerns can be sent to MSF at: complianceOCP@paris.msf.org

(k) **Article 11 Change or cancellation of Purchase Orders and termination**

11.1 Considering the emergency nature of MSF operations, the Supplier shall accept changes to or cancellations of a Purchase Order without any financial compensation provided that MSF communicates its decision to the Supplier before the delivery date(s), and that no production costs have been incurred by the Supplier.

11.2 MSF may cancel/terminate any Purchase Order and/or the Framework Agreement immediately and without any compensation by giving the Supplier written notice, in the event that:

- (a) a Force Majeure event has caused or is likely to cause a delay to delivery that hinders the medical and humanitarian activities of MSF;
- (b) the Supplier is or is likely to be unable to deliver the Goods by the delivery date;
- (c) the Supplier is in material breach of any obligation under these GPC or the Framework Agreement and, where such breach is capable being remedied, fails to remedy within seven (7) days of receipt of a written notice specifying the breach;
- (d) the Supplier is in breach of any of its obligations related to the nature of MSF or ethical practices, or if any actions of the Supplier hinder or put in danger the medical or humanitarian activities of MSF;
- (e) an inspection carried out reveals major flaws or reasons to suspect problems in the quality of the Goods;
- (f) the Supplier becomes insolvent or makes an assignment for the benefit of its creditors, commences proceedings in bankruptcy, files or has filed against it a petition in bankruptcy, has a receiver appointed over a substantial part of its assets, or any similar proceedings are commenced in any relevant jurisdiction.

(l) **Article 12 Respect for MSF Charter**

The Supplier acknowledges and accepts that MSF is an international medical humanitarian organisation which is bound to respect the principles included in its Charter, including universal medical ethics, neutrality, impartiality and independence.

The Supplier shall respect, and shall ensure that each of its employees respects, these principles whilst undertaking activities associated with a Purchase Order or the Framework Agreement.

(m) **Article 13 Confidentiality**

Due to the humanitarian and medical nature of MSF, the Supplier shall keep all information which it knows or should reasonably be expected to know is of a confidential nature strictly confidential, and shall use such confidential information strictly for purposes of execution of a Purchase Order and any Framework Agreement.

Confidential information shall include, without limitation, all information relating to the actions, missions and operations of MSF anywhere in the world, execution of the Purchase Orders and the Framework Agreement and any information concerning the medical treatment of any patient of MSF.

The Supplier shall not disclose any confidential information to any third party without the prior written consent of MSF.

The obligations contained in this Article shall survive for a period of minimum five (5) years from the date of termination of the relationship between the Parties.

(n) **Article 14 Ethical practices**

14.1 The Supplier represents and warrants:

- (o) that it does not have professional relations with any persons or entities the activities of which are incompatible with the principles declared by MSF in its Charter;
- (p) that it is not and has not been involved with illegal activities or in the traffic of arms, material or equipment destined for military use;
- (q) that it is not subject to any sanction or restriction and undertakes to apply the highest reasonable standard of diligence to ensure that none of its employees, representatives, contractors and sub-contractors are subject to any sanction or restriction;

- (r) that it has not participated in any collusive, corrupt or illegal behavior together with other tenderers, in the event that the Purchase Order or any Framework Agreement was the subject of a call for tenders;
- (s) that no person or entity, including any official, civil servant or member of government, has received or shall receive any direct or indirect benefit as a result of the execution of the Order or the signature of a Framework Agreement;
- (t) that its employees enjoy satisfactory working conditions in accordance with local labor laws;
- (u) that neither it nor any of its affiliates employs children or is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child.

14.2 The Supplier expressly acknowledges the requirements and good ethical practices set out in the MSF's Supplier Code of conduct

published in MSF's website  [MSF Supplier code of conduct 4 languages.pdf](#).

(v) **Article 15 Assignment or sub-contracting**

Neither the rights nor the obligations of either Party under the entire Framework Agreement may be assigned, transferred, sub-contracted or otherwise disposed of, in whole or in part, without prior written consent of the other Party. In the event that MSF accepted it in writing, the Supplier shall be responsible for the acts or omissions of any subcontractor, his agents or employees, as if they were the acts or omissions of the Supplier.

No debts owing to the Supplier may be assigned without the prior written consent of a duly authorised representative of MSF.

(w) **Article 16 Use of names and logos**

Neither Party shall be entitled to use the other Party's name, logo or trademark or any adaptation or translation thereof, without the prior written consent of the Party whose name, logo or trademark is sought to be used.

(x) **Article 17 Independent entities**

The Parties hereto are and shall remain independent entities, and nothing herein shall be deemed to create an agency, partnership, or joint venture between the Parties hereto.

The Supplier shall be responsible for the payment of any taxes, duties or charges due in respect of payments made by MSF to the Supplier.

(y) **Article 18 Force Majeure**

Neither Party shall be responsible for any delay in performing or any failure to perform of any of its obligations if such delay or failure is due to any Force Majeure event provided that the affected Party:

- (a) Provides written notice to the other Party of the existence of such Force Majeure event as soon as reasonably possible and the likely delay which may result; and
- (b) Has used all reasonable efforts to perform its obligations.

A Force Majeure event shall mean, in respect of any Party, any event which is beyond its control, and which would prevent it from complying or make it impossible or impractical for it to comply with any material provision of the GPC, Purchase Orders and/or Framework Agreement including without limitation: (i) fires, civil unrests, embargoes, war, riots, targeting of either Party, natural disasters floods, earthquakes and any other similar event or; (ii) any events leading to the forced or unplanned departure of the MSF mission to which the Supplier supplies Goods, or any similar event.

The term Force Majeure shall not include illness of the Supplier's personnel, strikes and standstills in Supplier's business or failures of its suppliers or sub-contractors.

(z) **Article 19 Waiver**

No failure or delay on the part of MSF in exercising any right hereunder shall operate as a waiver or renouncement of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Parties herein are cumulative and not exclusive of any rights or remedies provided by law.

(aa) **Article 20 Communication**

In order to be considered valid, any communications between the Parties in connection with a Purchase Order, the GPC or any Framework Agreement must be in writing, dated and signed. Emails shall also be considered valid provided that the sender is clearly identifiable.

If written communication is difficult due to circumstances, oral communication shall be acceptable provided it is confirmed in writing as soon as possible. Only written communications shall be taken into account in the event of a dispute.

(bb) **Article 21 Partial Invalidity**

If any one or more of the provisions contained in these GPC or the Framework Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

(cc) **Article 22 Entire agreement and amendment**

These GPC, the relevant Purchase Order(s) and the Framework Agreement constitute the whole agreement between the Parties and supersede all previous agreements relating to the purchase of Goods included in the Purchase Order.

The GPC can be modified by MSF at any time. However, any Purchase Order and the Framework Agreement shall not be capable of being varied or amended otherwise than by an express variation or amendment in writing signed by the Parties.

(dd) **Article 23 Privileges and immunities**

Nothing contained in these GPC, the Framework Agreement or any documents used in the context of placing a Purchase Orders shall be interpreted as declaring the renouncement or abandonment by MSF of any privileges or immunities which it may have been accorded.

(ee) **Article 24 Applicable Law – Litigation**

The entire relationship between the Parties shall be governed by the law of the country in which it was executed.

The Parties shall use their best efforts to resolve any disputes arising during the performance of their agreement amicably. Any disputes arising out of or in connection with these GPC or a Purchase Order or the Framework Agreement made pursuant to them, including relating to their validity, breach, or cancellation of any Order, which may not be resolved amicably, shall be resolved by the relevant local courts of competent jurisdiction to which the Parties irrevocably submit.

(ff) **Article 25 Language**

The GPC are written and signed in English.

In the event these GPC are translated and/or signed in another language, in case of any discrepancy or disagreement regarding the terms of the different versions, the English version shall prevail.



Annex 2 MSF Supplier Code of Conduct

Médecins Sans Frontières (MSF) is a non-profit, self-governed, member-based international organisation that provides medical assistance to people affected by conflict, epidemics, disasters, or exclusion from healthcare. MSF teams are bound together by the MSF Charter and their actions are guided by medical ethics and the principles of impartiality, independence and neutrality. MSF considers itself as a responsible association, and this rests, among others, on the responsible behavior of its suppliers. Hereinafter the term “Suppliers” is used to refer to service providers, contractors, manufacturers, vendors and their own employees, agents and sub-contractors to which MSF pays the utmost attention. Consequently, MSF expects its Suppliers to adhere to the MSF Supplier Code of Conduct, which sets out specific principles and standards, in particular in the areas of labor rights, human rights, anti-corruption, anti-fraud, prohibition of illegal activities and environmental protection. The standards provided for in the Supplier Code of Conduct are considered as a minimum behavioral conduct. Suppliers are expected to incorporate these standards into their conduct, and to abide by them in any circumstances. They are also encouraged to expand and complete them through their own ethics rules.

1. Labor Rights

1.1 Prohibition of forced labor, fair payment and no discrimination: MSF expects that its Suppliers (i) do not use any form of slave, forced, indentured or involuntary prison labor, (ii) abide by freely chosen labor, with wages fixed and paid in accordance with the rules set forth by the International Labor Organization and (iii) treat their employees, and those of their own suppliers and subcontractors, fairly, with respect, dignity and non-discrimination¹.

1.2 Prohibition of use of child labor: Suppliers are expected to ensure that neither they nor any of their affiliates employ children, even with the approval or consent of their parents, or are engaged in any practice inconsistent with the International Labor Organisation (ILO)’s Fundamental Conventions No. 138 and No. 182.

1.3 A safe and hygienic working environment to their workers: Suppliers are expected to ensure a safe and hygienic working environment². In particular, adequate steps are expected to be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

1.4 Freedom of association and collective bargaining: Suppliers are expected to ensure that (i) workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively, (ii) they adopt an open attitude towards the legitimate activities of trade unions, (iii) workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

1.5 Transparency and cooperation with MSF: Suppliers agree to be transparent towards MSF about the labor conditions under which products are made and services provided to MSF and to cooperate with MSF and/or its auditors in this respect if necessary.

2. Human Rights and Behaviors

2.1 Protection of internationally proclaimed human rights: Suppliers are expected to comply with all the international human rights laws. In particular, MSF expects its Suppliers to respect the protection of internationally proclaimed human rights, notably as set forth in the Universal Declaration of Human Rights proclaimed on 10 December 1948, and to ensure that they do not act as accomplices in human rights abuses and violations.

2.2 General non-discrimination: Suppliers are expected to behave respectfully and not discriminate against patients, colleagues or members of the local population on the basis of their race, opinions, lifestyle, gender, sexual orientation, socio-economic background, origin, religion or beliefs and other markers of identity.

2.3 Prohibition of abuse: Suppliers are expected to not abuse anyone physically (i.e. physical violence, sexual aggression or other forms of physical abuse) or psychologically (e.g. bullying, abuse of power, harassment, discrimination or favoritism).

2.4 Prohibition of exploiting the vulnerability of others: Suppliers are expected to not accept, under any circumstances, behavior that exploits the vulnerability of others, in the broadest possible sense (sexual, economic, social, etc.). This includes exchange of goods, benefits or services for acts of a sexual nature, including the use of sex workers’ services.

2.5 Prohibition of child abuse: Suppliers are expected to not accept child abuse, exploitation and violence and not engage in sexual relations with children³.

2.6 Prohibition of inappropriate conduct: Suppliers are expected to not take advantage of their position for personal gain, which is defined as soliciting, accepting or otherwise benefiting from any advantage, favor or gift, or promise thereof of material value, in any form, either in person or indirectly through relatives or associates, as an inducement or reward for doing or refraining from doing anything, or showing favor or disfavor to any person or company. Each Supplier is expected to use MSF resources (including premises, goods, money, reputation, image, etc.) with respect and care and in the interests of the organization and the populations it seeks to assist.

3. Prevention and Prohibition of Illegal Activities and Corruption

3.1 Prevention of illicit activities: MSF expects its Suppliers to (i) implement the adequate measures in order to prevent fraudulent activities within their organization and to (ii) cooperate with MSF and/or its auditors in this respect.

3.2 Prohibition of illicit activities and their financing: MSF expects its Suppliers to (i) not engage in illicit activities of any kind, including (but not limited to) crimes against humanity, war crimes, terrorism, trafficking of human beings, trafficking of drugs, trafficking of weapons, material or equipment destined for military use, embargo and sanctions violations, and to (ii) not engage in the financing of such activities or the laundering of their proceeds.

3.3 Anti-bribery: MSF expects its Suppliers to prohibit, both within their own organization and towards their own suppliers and subcontractors, the offering, giving, promising or accepting of any incentives of any kind whatsoever from one person to another in order to influence a decision or obtain any kind of undue advantage. Suppliers are expected to refrain from engaging in any form of bribery, both giving or receiving.

3.4 Conflicts of interest⁴: Suppliers are expected to take all reasonable measures to avoid any conflicts of interest in the performance of their obligations. A conflict of interest may notably result from economic or financial interests, political associations or family relationships, or any other relationship of common interests. Suppliers are expected to immediately notify MSF in writing of any conflict of interest arising during the performance of the agreement concluded with MSF and to take all actions necessary to end the conflict as soon as reasonably possible.

3.5 Economic sanctions: MSF expects its Suppliers to make sure that they are not subject to any economic and trade sanctions⁵ and undertake to apply the highest reasonable standard of due diligence to ensure that none of their representatives, employees, contractors and sub-contractors are subject to any economic and trade sanctions.

4. Environmental protection

4.1 Suppliers are expected to monitor and seek to reduce the environmental impact of their activities and products, notably their negative impact on flora, fauna and land in order to ensure the conservation of biodiversity and habitats, including but not limited to waste minimization and process optimization.

4.2 For instance, MSF expects its Suppliers to have systems and practices in place to:

- source raw materials in an environmentally responsible way;
- use eco-friendly solutions in service delivery;
- reuse, recycle and substitute materials;
- reduce undue and unnecessary packaging, and use sustainable certified packaging;
- reduce energy consumption and use renewable energy resources;
- minimize the air and water pollution coming from operations (e.g.: destroying pollutants before they enter the atmosphere, more energy-efficient operations, reduction of water use and implementation of water purification technology); and
- use responsible product formulation (e.g. biodegradable, non-toxic, non-plastic, non-carcinogenic, recycled content).

4.3 MSF expects its Suppliers to be transparent about the environmental conditions under which products are manufactured and services provided to MSF and cooperate, as the case may be, with MSF and/or its auditors in this respect.



Annex 3 (As per the Attached Non – Disclosure Agreement)



Annex 4 (As per The Attached Terms of Reference)



Annex 5 (MSF Charter)

