Médecins Sans Frontières
SPAIN-PITMAN HOUSE, GROUND FLOOR

REQUEST FOR PROPOSAL

Supplier prequalification (various goods/ services)

Reference: RFQ-2026-EA-007

Médecins Sans Frontières
Spain (Eastern Africa)

November, 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 (RFP) invites qualified companies or consortiums to apply for supplier prequalification for the supply of the listed goods and the provision of the specified services.

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

2.1. Médecins Sans Frontières

Médecins Sans Frontières (MSF) is a private international association that provides assistance to populations in distress, to victims of natural or man-made disasters and to victims of armed conflict. MSF observes neutrality and impartiality in the name of universal medical ethics and the right to humanitarian assistance and claims full and unhindered freedom in the exercise of its functions. Members undertake to respect their professional code of ethics and to maintain complete independence from all political, economic or religious powers.

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.

[*] More information on the associations available here: https://www.msf.org/how-we-are-run

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. MSFEA within the organization

2.7.1. MSFEA – 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

This (RFP) is issued by Médecins Sans Frontières Spain (Eastern Africa) to invite qualified and eligible companies, firms, or consortiums to apply for supplier prequalification for the supply of goods and provision of services across the various categories outlined in this RFP.

3.1. RFP planning

Below is the target selection process timeline:

- Issuance of Request for Proposal - 11th November 2026
- Bidders' confirmation of participation - 18th November 2026
- Final questions / requests for clarification - 25th November 2026
- Reception of bids - 2nd December 2026
- Bidders shortlisting - 9th December 2026
- Optional: shortlisted bidders' interviews (where applicable) - 16th December 2026
- Final selection for RFP - 23rd December 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 **18th November 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 **2nd December 2026** at the latest.

Explicit reference must be made to the above RFP reference and lot number:

- **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

Only if outlined on the Terms of Reference document.

3.5.2. REQUESTS FOR CLARIFICATION

Enquiries for further details on services/goods required are only permitted in writing and no later than **25th November 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 as stated in the terms of reference. 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 folder containing the bid for services to be supplied, clearly marked **"TECHNICAL PROPOSAL"**

(b) Second folder containing the detailed commercial offer, itemized per the technical proposal, clearly marked "**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 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 the services, the bidder should observe the Terms of Reference and any particular requirements in this document.

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 technical criteria detailed on the Terms of Reference documents.

Mandatory requirements

Firms must submit all of the following. Failure to submit any one document, or submission of an expired/invalid document, disqualifies the proposal from technical and financial evaluation.

No.	Mandatory requirements	Pass/Fail
1	Certificate of registration	
2	Current CR12 Certificate confirming partners/directors and shareholding (not older than 6 months) (where applicable)	
3	Valid Tax Compliance Certificate (TCC)	
4	Copy of KRA PIN Certificate	
5	Valid business permit	
6.	Any other mandatory requirement highlighted on the Terms of Reference	

Financial evaluation

Financial proposals are opened and scored only for technically qualified firms. The financial proposal shall be evaluated as per the criteria specified on the Terms of Reference documents.

Note* The financial MUST follow the standard pricing schedule as specified on the Terms of reference documents.

Only proposals that pass the technical evaluation are eligible for the subsequent opening of financial bids.

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 Terms of Reference, 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 order (ranking) of bids will be determined by the highest number of points. MSF Eastern Africa reserves the right to award the highest-scoring bidder or to create a short list of top-scoring bidders.

Médecins Sans Frontiers Eastern Africa expressively reserves the right to accept or reject any bid without being obliged to any further explanation of such action.

After this RFP, Medecins Sans Frontier Eastern Africa 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). Médecins 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, Médecins Sans Frontiers Spain (Eastern Africa) can consider the award as null and void, after official notification to the successful bidder.

Médecins 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

MSF 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 MSF to buy any of the goods/services offered.

MSF 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 Médecins Sans Frontiers 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.

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 their proposals for the lot that they are applying for as below:

- Signed copy of the RFP document with completed tables (4.2,4.3, 4.4).
- Signed copy of the attached ToR (as applicable)
- Signed copy of Supplier code of conduct
- Signed copy of Data Protection Agreement
- Signed copy of MSF Charter

4.2. General requirements

Name of organization	
Address for all correspondence	
Contact name and position	
Telephone 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 your company is a member of a group of companies, please give the name and address of the parent company(ies)	
If your company has partnerships, alliances, agreements with other companies, please give the name of the company(ies)	

4.3. Financial information

Name of Bank *(from which a financial reference may be sought)*	
Address of Bank	
Telephone number of Bank	
Suitable contact name and telephone number *(if different from above)*	
What is your Company Registration Number? *(or alternative EU registration number)*	
Is your Company VAT registered? If so, please provide your VAT Registration Number *(or alternative EU registration number)*	
Provide details of the Annual Turnover *(KSHs)*	
Latest year	

One year previous	
Payment currency	
Payment terms	30 days after submission of the invoice Other: ….

4.4. Client Reference

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

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

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

Reference 3	
Organization	
Contact *(name and telephone number)*	
Scope of the project	

Implementation duration	
Description of the project	
Date of implementation	
Main challenges faced	

4.5. Technical Requirements

For details on expected service, refer to the attached Terms of Reference.

5. Annexes

List all annexed documents here.

- MSF Charter
- MSF Supplier Code of Conduct
- MSF Data Protection and Confidentiality
- Terms of References

MSF Charter

Médecins Sans Frontières is a private, international association. The association is made up mainly of doctors and health sector workers and is also open to all other professions which might help in achieving its aims. All of its members agree to honour the following principles:

Médecins Sans Frontières provides assistance to populations in distress, to victims of natural or man-made disasters and to victims of armed conflict. They do so irrespective of race, religion, creed or political convictions.

Médecins Sans Frontières observes neutrality and impartiality in the name of universal medical ethics and the right to humanitarian assistance and claims full and unhindered freedom in the exercise of its functions.

Members undertake to respect their professional code of ethics and maintain complete independence from all political, economic or religious powers.

As volunteers, members understand the risks and dangers of the missions they carry out and make no claim for themselves or their assigns for any form of compensation other than that which the association might be able to afford them.

Company Representative: _____

Signature: _____

Company Stamp: _____

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-discrimination[1].

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] This term being interpreted by MSF as per Article 1 of the C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111) of the International Labor Organization, *i.e.* any distinction, exclusion or preference made on the basis of race, color, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

1.3. ***A safe and hygienic working environment to their workers***: Suppliers are expected to ensure a safe and hygienic working environment[2]. 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. ***Transparence 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] This would typically include access to (i) clean toilet facilities, (ii) potable water, (iii) sanitary facilities for food and (iv) clean and safe accommodations meeting the basic needs of workers. See ETI Base Code clause 3 for more details.

2.5. ***Prohibition of child abuse***: Suppliers are expected to not accept child abuse, exploitation and violence and not engage in sexual relations with children[3].

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 interest***[4]: 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

[3] Defined as per Article 1 of the United Nations Convention on the Rights of the Child, adopted and opened for signature, ratification and accession by General Assembly resolution 44/25 of 20 November 1989, entry into force 2 September 1990: "*For the purposes of the present Convention, a child means every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier*".

[4] Any situation where a supplier is confronted with choosing between the duties and demands of its position and its own direct or indirect private interests.

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 sanctions[5] 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. Environnemental 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.

[5] Economic and trade sanctions are restrictions that governments or international organizations impose on certain types of transactions with targeted countries or persons, as a tool to achieve foreign policy or national security goals. Restricted activities may include, but are not limited to, imports, exports, financial transactions, donations, and technology transfers.

SIGNATURE

We confirm our understanding of the requirements set out in the MSF's Supplier Code of conduct and our acknowledgement of the good ethical practices in respect of all our dealings with MSF.

SUPPLIER AUTHORIZED REPRESENTATIVE

Company Name:

Name: Position:

Date:

Signature & Stamp:

Data protection and Confidentiality

Confidentiality Clause

In the framework of its collaboration with MSF under this Agreement the Service Provider will gain access to information which is of a confidential nature (hereinafter referred to as the "Confidential Information"). Shall be considered as Confidential Information, any and all, information, document, note, analysis, correspondence and any other support, communicated directly or indirectly, either orally or in a written form, or that comes to Service Provider knowledge. Confidential Information shall also include, without limitation, all information relating to the actions, missions and operations of MSF anywhere in the world and any information concerning the medical treatment of any patient of MSF. The existence of the Agreement as well as any information contained within it shall be likewise considered confidential.

The Service Provider undertakes to treat such Confidential Information as strictly confidential and shall use such Confidential Information strictly for purposes of execution of its obligations under the Agreement.

The Service Provider agrees:

(a) Not to use the Confidential Information for any other purpose than its collaboration with MSF;
(b) Not to release or participate in any publication related to its collaboration with MSF without MSF prior written approval;
(c) Not to disclose or provide the Confidential Information to any third party without the prior written consent of MSF and MSF may give its consent only if the Service Provider can demonstrate that the concerned third party is bound, in writing, by similar obligations of confidentiality and non-use as contained herein;
(d) Immediately on request from MSF, to return all copies and records of the Confidential Information to MSF and shall not retain any copies or records of the Confidential Information at the end of the present Agreement;
(e) At the end of the Agreement, destroy any and all files, both electronic and manual, containing Confidential Information.

The Service Provider shall take all appropriate measure to comply with this Agreement and protect the confidentiality of the Confidential Information.

The Service Provider recognizes (i) that any breach to this Agreement and/or to the confidentiality of the Confidential Information will result in substantial harm to MSF, and (ii) that the Service Provider shall indemnify MSF of all the direct and/or indirect damages and losses caused by such breach.

The obligations contained in this article shall survive for a period of ten (10) years from the date of termination of this Agreement.

Data Protection clause

Under the terms of the Agreement, MSF shall control the manner in which data is processed, whereas the Service Provider shall process data on behalf of MSF.

Each of the Parties undertakes to apply the regulations on the protection of personal data and in particular The Kenya Data Protection Act of 2019 for all the personal data processed within the framework of this Agreement and its annexes.

If the Service Provider access, processes or stores personal data on behalf of MSF, the Parties agree that MSF is the Data Controller and that the Service Provider is the Data Processor.

The Service Provider undertakes to comply with the following obligations, and guarantees that its employees will comply with these obligations:

a) Not to use personal data processed for purposes other than those specified in this Contract;
b) Not to disclose said documents or information to other persons, whether these are private or public, natural or legal persons;
c) To make sure that all persons who have access to the personal data processed are bound by confidentiality and data protection provisions and have received proper training on the matter;
d) Implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
e) In the event of a data breach, the Service Provider undertakes to immediately inform MSF to this email address: dpo@nairobi.msf.org

f) Where the Service Provider recruits other supplier for processing personal data, it must obtain the prior, specific, written authorization of MSF;

g) Where the individuals from which the Service Provider processed the data submit their requests to exercise their rights (access their data, delete their data…), the Service Provider must forward these requests to MSF as soon as they are received

Name: _____

Company Representative: _____

Signature: _____

Company Stamp: _____