


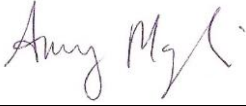
Please choose one option from each of the following columns and then complete the fields below:

Mark as applicable:

- Professional/Technical Services
 Materials/Goods/Commodities

- Fixed-Price with Payment Milestones
 Cost Not to Exceed (NTE) Ceiling Price

| | | |
|---|--|-----------------|
| Purchase Order (PO) Number: PUR-NAI-2023-0001 | Date: 20 th November 2023 | |
| Supplier Name: SYMCHRIS CONTRACTOR LIMITED | Prepared by: Lynda | |
| Supplier Address: 360 Apartments Katani Road Flat 12 Door 15 P. O. Box 8555-00300 Mobile: 710 312 424 symchris@africanonline.co.ke Nairobi | Submit Invoices to: USAID/ASHA Project Women's Global Education Project 136 N Marion Street, Oak Park, IL 60302 USA Email: amy@womensglobal.org lynda@womensglobal.org | |
| Supplier's Point of Contact: Simon Mutua symchriscontractors@gmail.com Mobile: +254 710 312 424 | WGEP Project Executive Director: Amy Maglio | |
| WGEP Project Manager Mobile: +254 724 747 477 | USAID-ASHA/WGEP PRIME CONTRACT #72ASHA19CA00001 | |
| Effective Start Date: December 4 th 2023 | Completion/Delivery Date: 20 May 2024 | |
| Summary of Pricing: (1) Labor: INCLUSIVE (2) Materials: INCLUSIVE (3) Services: INCLUSIVE (4) VAT/TAXES: INCLUSIVE (5) TOTAL: <u>33,859,191.32</u> <i>The total price of this purchase order shall not exceed this ceiling price. The supplier will not be paid more than this ceiling price without the prior written approval of WGEPI's contracting authority.</i> | Goods Receipt Note Section: Enter quantity received of each item or service; sign, date, and submit to Finance for processing. Please use an additional form if needed. | |
| | Item | Quantity |
| | 1: | |
| | 2: | |
| | 3: | |
| | Received by: | |
| | Date: | |

| | |
|--|---|
| Attachments: <ul style="list-style-type: none"> • Statement of Work/Specifications • Supplier's Cost Estimate | Key Personnel or Maximum Level of Effort (LOE) Ordered (if any): The supplier will not be paid for workdays in excess of this ceiling LOE without prior written approval of WGEP's contracting authority. |
| <p style="text-align: center;">PO Terms/Certifications:</p> This purchase order is subject to all the terms and conditions set forth at https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf and for all orders under U.S. Federal Government projects, the following terms, conditions, and certifications apply: http://www.rti.org/PO FAR Clauses.pdf or for commercial items: http://www.rti.org/FAR Clauses Commercial Items.pdf (hereinafter the "Terms"). Supplier's delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier's agreement to the Terms. The Terms may be modified only in writing signed by both parties. | |
| <p style="text-align: center;">For USA Federal Procurements Only:</p> In accepting this purchase order, the Supplier certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Changes to Supplier's debarred or suspended status during the PO term Supplier shall incorporate the Debarment and Suspension certification into any lower-tier award entered as a part of this PO. Supplier attests that on the date of award, written disclosures concerning Payment to Influence per FAR 52.203.12(a). Supplier certifies no federal or project funds have been used to influence or attempt to influence anyone associated with US Congress or US Federal Agency on its behalf relating to the award of this PO. | |
| <p style="text-align: center;">SIGNATURES:</p> | |
| For Contractor: | For WGEP: |
| Name and Title: Mr. Simon Mutua Managing Director | Name and Title: Amy Maglio Executive Director |
| Date: 11/21/2023 | Date: 11/21/23 |
| Signature:  | Signature:  |

Statement of Works and Pricing

As per the approved BoQ

Terms of Payment

- **Payments to be made via RTGS** to the bank account to be provided on the invoice or contractor bank confirmation detail form.
- **Mobilization Payment.** The Subcontractor shall be paid 10% percentage (Kshs. 3,385,919.13) of the Potential Subcontract to mobilize and start the Work immediately upon site handover and issuance of notice to proceed,

- **Monthly progress payments** shall be made based on the quantity of Work satisfactorily performed, as proposed by the Subcontractor's bid, negotiated, and agreed to by the WGEP Project Manager and supervising engineer,
- **Retention Payment.** Ten percent (10%) of all approved payment amounts, including mobilization payments, shall be withheld from each progress payment as a retention amount.
- **Final Payment.** 100% of the retention shall be released after the completion of the Post Defects and Liabilities period (PDLP) and all requests for defects and liabilities repairs or replacements have been satisfactorily resolved, as mutually agreed by WGEP and the Subcontractor.