# Invitation to Tender

|  |  |  |
| --- | --- | --- |
| **Tender Name: Seed company to expand seed supply networks to South Kordofan State,** | | **Tender No:KRT-0035** |
| Location: (Kadugli, Sudan) | Correspondence Language(s):English | |
| Brief Summary Description of Project: **EXPANSION OF CERTIFIED SEED SUPPLY NETWORKS, MARKET LED SEEDS PROMOTION AND SEED SUBSIDIES FOR SMALL HOLDER FARMERS IN SOUTH KORDOFAN STATE.** | | |

|  |  |
| --- | --- |
| **Tender Package Available from:**  **(13 / July / 2020)** | **Tender Package Pickup Location:** [**https://www.mercycorps.org/tenders**](https://www.mercycorps.org/tenders) |
| **Deadline for Offer Submission:**  **(30 / July / 2020; 14:00PM)** | **Submit Offers to:**  [**tenders@mercycorps.org**](mailto:tenders@mercycorps.org) |

*Mercy Corps will reject any late offers*

|  |  |
| --- | --- |
| **Questions and Answers (Q&A)** | |
| If any, Submit Questions in writing to: (Mercy Corps Europe –Khartoum office, Eltaef Area,off Abdllah Eltayeb with Bador st mercycorps.org /or email iadam@mercycorps.org) | |
| Last Day for Questions:  (21/ July /2020; 14:00PM) | Questions will be answered by:  (22/ July / 2020; 12:00 PM) |
| Questions will be answered through: [**https://www.mercycorps.org/tenders**](https://www.mercycorps.org/tenders) | |

|  |  |
| --- | --- |
| **Information and Question and Answer Session** | |
| Date / Time: (22 / July / 2020; 12:00PM) | Location: Mercy Corps Europe –Khartoum office, Eltaef Area,off Abdllah Eltayeb with Bador st  Contact: Ibrahim Adam |
| Point of Contact: 0912141134, Mercy Corps Khartoum office | |

# 

|  |  |
| --- | --- |
| **Documentation Checklist** | |
| These documents are contained within this tender package: | * Invitation to Tender * General Conditions for Tender * Criteria and Submittals * Price Offer Sheet * Supplier Information Form * Scope of Work/Technical Specifications/BoQ * Sample Contract |

# 

# General Conditions for Tender

Mercy Corps invites proposals for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

**2.1 Mercy Corps’ Anti-Bribery and Anti-Corruption Statement**

**Mercy Corps strictly prohibits**:

* *Any form of bribe or kickback in relation to its activities*

This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded.  It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.

* *Conflicts of interests in the awarding or management of contracts*

If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.

* *The sharing or obtaining of confidential information*

Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps’ price estimates, competing offerors or competing offers, etc.  Any information provided to one offeror must be provided to all other offerors.

* *Collusion between/among offerors*

Mercy Corps requires fair and open competition for this solicitation.  No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

[**integrityhotline@mercycorps.org**](mailto:integrityhotline@mercycorps.org)

Mercy Corps will investigate allegations fully and will take appropriate action.  Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to Mercy Corps’ donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with Mercy Corps or any other entity.

**2.2 Tender Basis:**

* All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
* No respondent should add, omit or change any item, term or condition herein.
* If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
* Each offeror may make one response only.
* Each offer shall be valid for the period of [210 days] from its date of submission, or length of the contract, whichever is longer.
* All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
* Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
* Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
* This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

**2.3 Supplier Eligibility**

Suppliers may not apply, and will be rejected as ineligible, if they :

* Are not registered companies
* Are bankrupt or in the process of going bankrupt
* Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
* Have been guilty of grave professional misconduct
* Have not fulfilled obligations related to payment of social security and taxes
* Are guilty of serious misinterpretation in supplying information
* Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti-Corruption Statement
* Supplier (or supplier’s principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

**2.4 Response Documents**

Offerors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

**2.5 Acceptance of Successful Response**

Documentation submitted by offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

**2.6 Certification Regarding Terrorism**

It is Mercy Corps’ policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

# Criteria & Submittals

|  |
| --- |
| **3.1 Contract Terms**  Mercy Corps intends to issue a **[Fixed Price]** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6. |
| **3.2 Specific Eligibility Criteria**  Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.  Eligibility Criteria:   * The offeror must have a physical office address branded with company name * The offeror must be legally registered as a seed company, seed importer or seed distributor * be in good standing with its governing tax authority * Show evidence of membership of any associations or entity dealing in or overseeing sale of agriculture inputs or seeds in Sudan. * have 2 or more years of operation in the Sudan market in the seed sector * Certificate that certifies the quality of seeds intended for sale under this call. * be willing to accept payment through a bank (Mercy Corps will make all payments through bank transfers or cheque) |
| **3.3 Tender Submittals**  Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.  **Documents supporting the Eligibility Criteria:**   * Legal Business Registration (Include but not limited to Company Establishment Certificate and Agreement including ownership list) * Latest Tax Registration Certificate * Bank Account Information sign and/or stamp from the Bank (Include Account Name, SWIFT and IBAN) * Company Profile, two pages max * List of at least two similar works (including contact information) in the last three years. * Proof of project-related technical capacity (letters, certificate, any documents proving the experience and knowledge   **Documents to conduct the Technical Evaluation and additional Due Diligence**: [To be completed according to the specific items to be tendered]   1. **Business expansion proposal**   A technical business expansion proposal will be used to determine which company has the most viable business expansion ideas. The applicant seed supplier must present business a expansion proposal which clearly details how seed retails agents will be selected, how many will be selected per locality, basis for choice of area where the seed retailers will be selected from, types and explanations of seed sales promotions. The proposal must also clearly specify how the seed supplier will promote seeds sales to women particularly through female seed retailers/sales points. Additionally, the seed company should identify the negative environmental effects that the seeds and or farming practices may cause on the environment and propose how the seed company will advise farmers against this. The proposal should detail how the company will explain how it intends to use the promotions and seeds retail points to provide advice to farmers on how to plant and properly manage the crops in the garden   1. **Price Offer:**   The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, and contribution from expected parties as seen below. All items must be clearly labeled and included in the total offered price. The price offer should be broken down in a detailed budget form according to the format provided. This budget should be structured with the following sections:   1. cost of one unit of measurement of seeds (1 kg or normal package of seeds for groundnuts, Sesame and Sorghum) and 5gm, 10gm and 50gms of vegetable seeds), separating the contributed by Mercy Corps and contribution by farmers. 2. Cost for training seeds sales agents on basic agronomic practices for the seeds they sell so that they can offer the same advice to farmers when they buy the seeds, cost of producing training 1 page posters with basic agronomic practices to be displayed in the shops of the agents. Clearly specify the portion to be contributed by Mercy Corps and by company for these items 3. The cost for business expansion activities clearly separating the portion to be contributed by Mercy Corps and by company    1. Listing the cost for items such as identification of seeds sales/retail points    2. Cost of seeds sales promotions (van sales in market days and public road marketing promotions)    3. Cost of radio talk shows and other seed sales advertisements   Offerors must include VAT and customs duties in their offer if applicable |
| **3.4 Currency**  Offers should be submitted in: USD  Payments will be made in: USD |

|  |
| --- |
| **3.5 Tender Evaluation (Trade-Off Selection Method)**  Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation**  ***Trade-Off Method***  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.  Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.  Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.  When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:   |  |  | | --- | --- | | **Point** | **Rationale** | | 0 | Not acceptable; has not met any part of the specified criteria | | 1-4 | Has met only some minimum requirements and may not be acceptable | | 5 | Acceptable | | 6-9 | Acceptable; has met all requirements and exceeds some | | 10 | Acceptable; has exceeded all requirements |  |  |  |  |  | | --- | --- | --- | --- | | **Evaluation Criteria** | **Weight**  **(%)** | **Possible Points**  **(1 to 10)** | **Weighted Score** | | **(A)** | **(B)** | **(A\*B)** | | The certified seeds varieties available that meet the standards of the seed administration from the government (required are Sesame, Groundnuts, Sorghum and Assorted Horticulture) | 10 | 5 | 50 | | Price/Cost of the seeds per standard seed package (such per kg, per 10gm, 20g and 50gm package) | 10 | 8 | 80 | | The number of farmers targeted in the selected localities. | 8 | 4 | 32 | | Projected volumes of seeds for sales (SDGs) which the company can do in the four localities over a period of six months / | 7 | 4 | 28 | | Number of seed points to be established and agents that the company intends to recruit into its distribution channel | 8 | 8 | 64 | | A complete/detailed seed sales promotional plan and promotional activities that the company will employ to create demand for its products and services with a specific focus on women clients. | 7 | 10 | 70 | | A clear plan for targeting women as customers and seeds sales agents/retailers | 5 | 6 | 30 | | Measures the company will take to mitigate the impact of use of certified seed, related products and promotional activities on the Environment. | 5 | 3 | 15 | | Cost share amount for the project (how much will the company contribute to the execution of the activities related to business expansion (recruiting agents, promotional plans and set up of distribution points) but not the cost of the seeds. | 10 | 8 | 80 | | A detailed customer complaints handling procedures to be used by the company | 5 | 3 | 15 | | Implementation work plan- details provided, timeliness, scheduling of activities etc | 5 | 5 | 25 | | Company experience: Evidence of any previous work carried out for other donor-funded and/or international development organizations, especially as it relates to rural agricultural development through direct interaction with farmers. Demonstrated experience through references from previous work projects, | 5 | 5 | 25 | | Company financial capability as proof of capacity to undertake this expansion | 10 | 5 | 50 | | Company business profile showing the companies linkages with distributors and retailers/agro dealers and geographic coverage | 5 | 6 | 30 | | **TOTAL POSSIBLE SCORE:** | **100%** |  | 594 | |
| **3.5.2 Additional Due Diligence**  Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):   * Reference Checks * Verification of Ownership |

# 

# Offer Form

|  |
| --- |
| **Offerors must submit their own independent offer including at least (but not limited to):**   * All documents requested in the “Eligibility Criteria” section of this Tender Package * All documents requested in the “Tender Submittals” section of this Tender Package * All information listed in the “Documents Comprising the Proposal” section below   **All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.** |

***Documents Comprising the Proposal***

The following information must be included in the offer of any potential offeror:

* **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
* A detailed specification of the offered goods, services and/or works (Proposal)
* Warranty (if necessary and appropriate)
* Delivery time
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
* A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
* Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
* Application form provided in the package
* Other important documents offeror feels need to be attached to support their proposal

The original proposal shall be signed by the offeror or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the proposal.

1. **Scope of Work**

**SCOPE OF WORK FOR EXPANSION OF CERTIFIED SEED SUPPLY NETWORKS, MARKET LED SEEDS PROMOTION AND SEED SUBSIDIES FOR SMALL HOLDER FARMERS IN SOUTH KORDOFAN STATE.**

Supporting certified Seed suppliers to expand their Business to South Kordofan State through establishment of seed distribution points, agricultural inputs promotion campaigns with a limited subsidy component to facilitate adoption, sales and use of certified seeds by Small Holder Farmers**.**

**Project Location**: Kadugli, Elref Elshargi, Dilling and Habilla Localities.

**5.1 Background**

Mercy Corps, in partnership with the Adventist Development and Relief Agency (ADRA), is implementing a SIDA-funded program, Strengthening Agricultural Markets and Food Security (SAFE) in South Kordofan and Blue Nile states. Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future. ADRA is the global humanitarian organization of the Seventh-day Adventist Church. Through an international network, ADRA delivers relief and development assistance to individuals in more than 130 countries—regardless of their ethnicity, political affiliation, or religious association. By partnering with communities, organizations, and governments, ADRA is able to improve the quality of life of millions through 9 impact areas

**5.2 Scope of Work (for Service) / Technical Specifications (for Goods)**

1. **Purpose / Project Description:**

SAFE takes a market based/private sector led approach to supporting in achieving its overall goal of reduced vulnerability, increased income and food security for small holder farmers in South Kordofan State. SAFE will not deliver direct services but instead will facilitate changes in agricultural market systems, through influencing a change in the behaviors and practices of private sector actors in ways that support small holder farmers.

Specifically, the program aims to achieve the following objectives:

Objective 1: Male and female smallholder farmers have increased and more climate-resilient yields.

Objective 2: Male and female smallholder farmers increase sustainable natural resource management practices

Objective 3: Male and female smallholder farmers have improved market linkages

Objective 4: Increased gender equity and increased empowerment of men, women, boys and girls

1. **Market Analysis**

South Kordofan State depends largely on agricultural production for household food security and livelihoods. However productivity levels remain low due to a myriad of factors including lack of access to and utilization of certified inputs (Seeds, Agro chemicals and Equipment)

Farmers have little or no access to quality inputs and services necessary to facilitate their engagement in agriculture. This is because of a dysfunctional inputs market that is still developing with few suppliers, distributors, dealers and agents. The cost of establishing seed sales networks in the rural areas is high which drives up the prices of seeds. There is also a general lack of knowledge/awareness of Small holder farmers on value/ economic benefits and usage of certified seeds. Insufficient seeds sales/retail points further limits farmers’ access to the certified seeds. Particularly, when compared to men, women’s access and usage of improved seeds is even much lower. This is attributed to limited ability to access existing seed sale/retail points, lack of access to capital and lack of knowledge on the value of certified seeds.

1. **Statement of Opportunity**

This project aims at increasing access and utilization of certified seeds by both male and female small holder farmers through increasing seed access points, promoting awareness on certified seeds and increasing knowledge on how to get the maximum value from planting improved seeds.

SAFE will support certified seed suppliers to develop and expand their existing seed sales networks/access points as well as creating new ones in South Kordofan State and support the companies to offer embedded basic extension/ training services. SAFE will support the seed suppliers to also put emphasis on increasing the number of seed sales agents/retailers and farmers/clients who are women. The program will also support the seed companies to promote their products in order to influence adoption and use of certified seeds by both male and female farmers. It is hoped that this support will improve efficiency of seed sales networks for seed suppliers and which will drive down costs of operations, lower prices, stimulate demand and ultimately developing the inputs market in the State.

South Kordofan is one of the states in Sudan with relatively reliable rainfall and is characterized by fertile soils and average productivity levels. Majority of the farmers are small holder farmers who are not accessing certified seeds due to the factors highlighted above. If certified seed suppliers take measures to promote selected certified seeds and make them affordable to both male and female small holder farmers by discounting or other incentives and train farmers on best agronomic practices and proper management of their land to maintain soil fertility, they will be able to access, use and build their foundation for repeat purchase (loyal customers) of the quality inputs.

The program will facilitate innovative promotional strategies including those clearly targeting women to expand/increase new customer base and expand the input businesses of the Seed suppliers through these price discounting initiatives. SAFE expects that this initial support to seed companies will improve their penetration into rural areas, increase their customer base and ultimately increase their sales, profitability and market share.

**SAFE will support at least 2 Seed companies to carry out the activities.**

Company 1 will operate in Kadugli and Elref Elshargi localities targeting 3750 male and female small holder farmers.

Company 2 will operate in Habilla and Dilling Localities targeting 3750 male and female small holder farmers.

NB: A company with proven potential to operate within all the 4 localities and with ability to reach the targeted 7500 small holder farmers will also be supported.

The products whose prices will be discounted will include certified seeds of **Groundnuts, Sesame, Sorghum and an Assortment of Vegetables such as Tomatoes, Onions, Okra, Cucumber, Carrots etc.**

1. **Proposed partnership activities:**
2. Developing a network of dealers and agents (last mile seed sales points)
3. Developing a comprehensive certified seeds promotion campaigns program
4. Sale of certified seeds at discounted prices (Cost share basis at 80% and 90%) to small holder farmers in South Kordofan State
5. Provision of embedded extension/ training services to small holder farmers through established networks
6. **Responsibility of the partner/Input Company (ies):**
7. Establishment and advertisement of seed sales networks like distribution points, retail shops and agents in South Kordofan State to support seed sales and marketing.
8. Establish Demonstration plots to show case best production practices for maximum yield of the selected crops like Groundnuts, Sesame, Sorghum and Vegetables.
9. Develop and conduct a sales promotion program, aimed at promoting the adoption of certified seeds for small holder farmers in South Kordofan State.

**The sales promotion program** **may include, but not limited to the following**:

1. Radio talk shows on the benefits of certified seeds versus home saved seeds to convince small scale farmers to buy certified seeds with a special focus on increasing the number of female customers.
2. Radio adverts promoting the company, its seed sales networks and products
3. Van sales during market days with the identified seed retailers and agents taking lead to convince farmers to buy seeds with a special attention to female customers
4. Road side seed promotion campaigns and sales in major urban centers within selected localities in South Kordofan State to convince farmers to buy seeds with a special focus on female customers.
5. Printing and distribution of agriculture extension brochures with vital information about the selected crops, for example; variety, seed rate, spacing, potential yield, days to maturity, major pests and diseases and recommended prevention measures, crop protection product to use.
6. Develop a plan for and conduct sale of seeds at a discounted price **to at least 3,750 smallholder farmers in Kadugli and Elref Elshargi or 3,750 farmers in Dilling, Habilla** or a total of 7500 farmers in all the 4 localities which must be included in the routine business activities. The companies shall use a form provided by the SAFE program and develop a system for recording the following information from the smallholder farmers who buy seeds at a discounted price: Name, location (village, unit, locality, and state), age, sex, quantity of seeds purchased, amount paid, Mercy Corps contribution, telephone number and Signature.

**Key tasks and deliverables of the company**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tasks** | **Target** | **Timeline** | **Means of verification** |
| 1. Establishment and advertisement of seed sales networks like distribution points, retail shops and agents in South Kordofan State to support seed sales and marketing. | Company 1  -1 main seed sales shop in Kadugli or Elref Elshargi  -At least 4 seed sales agents in Kadugli and at least 4 seeds sales/retail agents in and Elref Elshargi  Company 2  -1 main seed sales shop in either Dilling or Habilla  - at least 4 seeds sales agents in Dilling and 4 in Habilla | August 30, 2020 | Contract/agreement with each seed sales agent /retailer in the identified areas. |
| 1. Establish Demonstration plots/garden to show case best production practices for maximum yield of the selected crops like Groundnuts, Sesame, Sorghum and Vegetables. | For each seed retailer/agent/sales point:  -at least one demonstration plot /garden of at least 24 square meters per crop being promoted to showcase best practices. | September, 30, 2020 | Photograph of each demonstration plot which also show the surrounding environment |
| 1. Conduct a sales promotion program, aimed at promoting the adoption of certified seeds for small holder farmers in South Kordofan State. These could include the following |  |  |  |
| 1. Radio talk shows on the benefits of certified seeds | At least 2 radio talk shows of at least 1 hour each |  | Invoice from the radio station. An audio recording of the talk show. |
| 1. Radio adverts promoting the company, its seed sales networks and products | At least 2 advertisements of at least one minute per advert every for 2 months |  | Invoice from the radio station. An audio recording of the advert. |
| 1. Van sales during market days with the identified seed retailers and agents | At least 4 vans sales days per locality  -Company 1: 8 in Elref Elshargi and Kadugli  -Company 2: 8 in Dilling or Habilla | September, 30, 2020 | Photo graph of each van sales event. |
| 1. Road side seed promotion campaigns and seed sales in major urban centers | 4 road side seed promotional campaigns and sales per locality  - Company 1: 8 in Elref Elshargi) and Kadugli  - Company 28 in Dilling or Habilla | September, 30, 2020 | Photo graph of each road side seed promotion campaign |
| 1. Printing and distribution of agriculture extension brochures and posters | 1,000 brochure (divided equally for the different crops being promoted)  At least one poster per crop being promoted for each agent | September, 30, 2020 | A copy of each brochure and poster |
| 1. Develop a plan for and conduct sale of seeds at a discounted price | Company 1: 3,750 smallholder farmers in Kadugli and Elref Elshargi  Company 2: 3,750 farmers in Dilling, Habilla |  | A list of all farmers who bought seeds at discounted price with their signatures, the amount they paid, and the amount mercy corps will pay |

1. **Condition of supply**

The supply of seeds above will be done on a cost-share basis.

Refugees and very vulnerable Sudanese smallholder farmers will receive a 90% discount while the Sudanese small holder farmers will receive a maximum discount of 80% of the total value of certified seeds.

SAFE will pay the discounted price of improved seeds and the farmers will pay the remaining price which will be received by the Seed supplier at the point of sale.

1. Register all farmers who buy the seeds at the discounted price using a template provided by SAFE.
2. Collect the contribution from farmers (either 10% or 20%) depending on the category of the farmer as guided by Mercy Corps.
3. The Seed Company will at the end of an agreed period of time send an invoice Mercy corps to claim the discounted amount for seeds sold to targeted farmers. The invoice shall be accompanied by to clearly signed distribution lists. Mercy Corps will not provide advance payment for seeds.
4. Provide a price list for all the selected seeds available in their supply like Ground Nuts, Sesame, Sorghum and Assorted Horticulture.
5. Transport and deliver seeds to the established sales points and locations where sales promotions will take place.
6. Ensure documentation of all activities (sales promotion, sales on discounts, etc.) using the templates that will be provided by Mercy Corps.
7. Cost–share with Mercy corps for the implementation of promotional activities and business expansion costs.
8. **SAFE responsibilities:**

Facilitate the process of development of the seeds/input market by:

1. Identifying the certified seed suppliers and contracting them
2. Hold an information sharing session (Physical/ virtual) with prospective companies to explain the opportunity and receive feedback and ideas from prospective partners.
3. Supporting the development of a sales promotion and implementation of the sales promotion drives.
4. Print and distribute vouchers with monetary values to farmers to be used for purchase of seeds. This will indicate the amount to be reimbursed by Mercy corps.
5. Pay the company the discounted amount for all the seeds sold to the farmers. **Mercy corps will pay costs of seeds based on actual sales made to farmers.**
6. Cost share with the company for promotion and business expansion activities on a mile tone based cost reimbursement method.
7. Provide the Company with the necessary tools/ forms to capture information during implementation
8. Ongoing field support during implementation.

# 6. Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract.

**[Insert Sample Contract]**

|  |  |
| --- | --- |
| **عقــــــد الخدمة**  **رقم العقد:الخرطوم** | **SERVICE CONTRACT  Contract No. KRT-** |
| أبرم إبرام وتحرير عقد العمل هذا ويدخلحيز التنفيذ بتاريخ---------- بين:  **1: ميرسي كور اوروبا**،السودان ,مكتب الخرطوم, ، وهي منظمة إنسانية غير ربحية بمكتبها الرئيسي في ادنبرا (" **ميرسي كور اوروبا** ") و\_-------------------\_(" المورد") على النحو التالي: | THIS SERVICE CONTRACT entered into as of **-------------------**by and between MERCY CORPS EUROPE, , Khartoum office, nonprofit corporation having its principal office in Edinburgh (“**Mercy Corps Europe**”) and **------- ------** ("**Supplier**") is as follows: |
| **1: الشروط المحددة:** لكل من المصطلحات التالية المعنى المعطى لمثل هذا المصطلح في الجدول (1) المرفق طيه. الممثل المخول وشروط الدفع والخدمات و عمل الخدمات ونطاق العمل."العقد": يعني عقد الخدمة هذا على النحو الذي تم فيه تعديله وتغييره أو تكميله من وقت إلى آخر مجتمعاً مع جداوله. وقد يتم تعريف مصطلحات إضافية في هذا العقد. | **1: Defined Terms**. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract. |
| **2: تسليم الخدمات:**  أ: سوف ينفذ المقاول الخدمات وسوف تدفع ميرسي كور اوروبا مقابل الخدمات وفقاً للشروط والأحكام وخلال فترة أداء العمل الواردة في هذا العقد وبيان الخدمات. | **2: Delivery of Services**.  A: Contractor will perform the Services, and Mercy Corps Europe will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services. |
| ب: سوف ينفذ المقاول كافة الخدمات من خلال خدمات موظفي المقاول. لا يحق للمتعاقد تفويض أو التعاقد من الباطن مع أي طرف ثالث بخصوص أي خدمات يلتزم بتقديمها إلى ميرسي كور اوروبا وفقاً لهذا العقد دون الحصول على موافقة مسبقة مكتوبة لميرسي كور اوروبا. يوافق المقاول على أن تضمين الأفراد المعينين إن وجدوا بوصفهم موظفين رئيسيين في الجدول (1) على أن يكون هذا الجدول جزء رئيسي من هذا العقد. لا يحق للمتعاقد تغيير الموظفين من دون إشعار مسبق وتعديل على هذا العقد يحدد فيه هذا التغيير ويجوز لميرسي كور اوروبا حجب موافقتها على إستبدال الموظفين وفقاً لتقديرها الخاص. | B: Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps Europe without Mercy Corps Europe’ prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps Europe may withhold its consent to substitute personnel using its sole discretion. |
| **3: الإمتثال لبيان العمل والتغييرات على بيان العمل:** سوف يتم تقديم الخدمات بشكل مطابق تماماً لبيان العمل. ولا يسمح للمتعاقد بالإنحراف أو الإستبدال أو التغيير دون موافقة خطية مسبقة من ميرسي كور اوروبا، شريطة أنه يجوز لميرسي كور اوروبا أن تقوم بإنهاء أو تعليق أو زيادة أو تخفيض نطاق أداء المقاول بموجب بيان العمل بواسطة إشعار خطي للمتعاقد يحدد التغييرات. ما لم يتم الإتفاقي على خلاف ذلك، فإن التغيير الذي أدخلته ميرسي كور اوروبا على بيان العمل يجب أن لا يجب أن ينطبق على تغيير الخدمات التي تم تنفيذها وتسليمها في الوقت المناسب وبالكامل قبل تاريخ التغيير. وإذا سبب أي تغيير أو زيادة أو نقصان في التكاليف أو في الزمن المطلوب والتغيير العادل الذي يمكن أن يتم في نطاق العمل أو في شروط الدفع أو كليهما، إذا ورد هذا التغيير في التعديل الموقع بواسطة ميرسي كور اوروبا وممثل المقاول المعتمد. | **3: Compliance with SOW and Changes to the SOW.** Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps Europe’ prior written consent; provided that Mercy Corps Europe may terminate, suspend, increase or decrease the scope of Contractor's performance under the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps Europe does not apply to change Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor's performance, an equitable adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative. |
| **4: تحرير الفواتير والدفع:**  أ: يقدم المقاول فواتير إلى ميرسي كور اوروبا وفقاً إلى جدول الفواتير وشروط تسليم الفواتير المنصوص عليها في بيان تسليم الخدمات (الجدول 1). يجب تقديم الفواتير النهائية في غضون 60 يوماً من تاريخ إنتهاء العقد، وبالتالي لن يكون على ميرسي كور اوروبا أي إلتزام بدفع أي جزء من الفواتير التي تم إستلامها بعد أكثر من 60 يوم بعد تاريخ إنتهاء العقد. سوف تضم كل فاتورة (1): رقم العقد (2): إسم وعنوان المقاول، (3): وصف للخدمات المنفذة، (4): التواريخ التي نفذت فيها الخدمات، (5): حساب التسعير على أساس شروط الدفع، (6): النفقات القابلة للسداد بشكل صحيح، (إن وجدت) المتكبدة جنباً إلى جنب مع إيصالات هذه المصروفات (إن ينطبق) لكافة المصروفات الفردية التي تتجاوز 25 دولار أميركي، (7) مثل تلك المعلومات الاخرى على النحو الذي قد تطلبه ميرسي كور اوروبا بشكل معقول. | **4: Invoicing and Payment**.  A: Contractor will submit invoices to Mercy Corps Europe in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps Europe’ donor will not reimburse Mercy Corps Europe for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps Europe will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the Contract Number; (ii) Contractor’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding $25 USD, and (vii) such other information as Mercy Corps may reasonably request. |
| ستعتبر الفواتير مستلمة فقط عند تاريخ توصيلها للمثل المعتمد تبعاً لشروط الدفع (أنظر الجدول 1). إذا حددت ميرسي كور اوروبا بأن الخدمات موضوع الفاتورة لم تطبق وفقاً لبيان الخدمات، فإن ميرسي كور اوروبا قد تثير نزاع حول إستلام الفاتورة بإرسال إشعار للمقاول عن هذا النزاع بعد إستلام ميرسي كور اوروبا للفاتورةـ وسبب النزاع في أداء الخدمات. وفي حالة قبول الاطراف النزاع حول الفاتورة، فعليهما الموافقة كتابياً عن الخطوات المطلوب إتخاذها من قبل المقاول لضمان أن أداء الخدمات المتنازع عليها قد تم إكمالها بالتالي وفقاً للشروط الإضافية والزمن المطلوب للمقاول لإكمال الخدمات. | Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps Europe determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps Europe may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps Europe’ receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps Europe’ reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services. |
| ب: سوف تقوم ميرسي كور اوروبا إذا لم ينص على خلاف ذلك في بيان الخدمات بدفع كل فاتورة (أو الفاتورة المعدل إذا كانت موضوع نزاع) ، وفقا لشروط الدفع في غضون 30 يوماً في وقت لاحق من (1): إستلام الفاتورة أو (2): تسوية البنود المنصوص عليها في إشعار الرسوم المتنازع عليها. | **B:** Except as otherwise provided in the Statement of Services, Mercy Corps Europe will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges. |
| ج: يجوزلميرسي كور اوروبا عمل أي مقاصة (تسوية) مبلغ بذمتها للمتعاقد مقابل أي مبلغ بذمة المقاول إلى ميرسي كور اوروبا. | C: Mercy Corps Europe may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps Europe. |
| **5: الضرائب والرسوم والمصاريف:**  أ: ما لم ينص على خلاف ذلك في بيان الخدمات، فإن المقاول هو المسئول عن كافة المصاريف التي تكبدها في الاداء بموجب هذا العقد وكافة الضرائب والرسوم والرسوم الحكومية الاخرى التي تكبدها فيما يتعلق بتقديم الخدمات. إذا كان القانون يتطلب من ميرسي كور اوروبا أن تقوم بإستقطاع الضرائب من المدفوعات إلى المقاول، يجوز لميرسي كور اوروبا إستقطاع تلك الضرائب ودفعها إلى السلطة الضريبية المناسبة. سوف تقوم ميرسي كور اوروبا بتسليم إيصال رسمي إلى المقاول بهذه الضرائب. وسوف تبذل أقصى جهد معقول لتقليل أي ضرائب مستقطعة إلى الحد الذي يسمح به القانون. | **5: Taxes, Duties and Expenses**.  A: Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps Europe to withhold taxes from payments to Contractor, Mercy Corps Europe may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps Europe will deliver to Contractor an official notice for such taxes. Mercy Corps Europe will use reasonable efforts to minimize any taxes withheld to the extent allowed by law. |
| ب: في حال إن كان بيان الخدمات يسمح بتسديد مصروفات المقاول، فيجب أن تكون هذه المصروفات معقولة وأن تدرج في نطاق المصورفات المسموح بها المنصوص عليها في الجدول 1، وأن يتم توثيقها بشكل كامل مع الإيصالات وأية وثائق أخرى ضرورية بشكل معقول لتقوم ميرسي كور اوروبا بتحديد أن التكاليف كانت معقولة وتم تكبدها بشكل صحيح. | B: In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps Europe to determine the costs were reasonable and properly incurred. |
| 6**: الإقرارات والضمانات والتعهدات الإضافية:** يقر ويضمن المقاول إلى ميرسي كور اوروبا ويتعهد لها على النحو التالي: | **6: Representations, Warranties and Additional Covenants**. Contractor represents and warrants to Mercy Corps Europe and covenants with Mercy Corps Europe as follows. |
| أ: أن المقاول يملك الحقوق والصلاحية الكاملة لإبرام وأداء إلتزاماته بموجب هذا العقد. سوف لن يخرق أداء المقاول أي إتفاقية أو إلتزام بين المتعاقد وأي طرف ثالث. | A: Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor’s performance will not violate any agreement or obligation between Contractor and any third party. |
| ب: إن المقاول يملك المهارات المطلوبة لأداء الخدمات وفقاً إلى بيان العمل. | B: Contractor has the requisite skills to perform the Services in accordance with the SOW. |
| ج: إن المقاول يمتلك جميع التصديقات (الشهادات الحكومية) وغيرها من التصديقات والتراخيص اللازمة لأداء الخدمات. سوف لن يخرق أداء المقاول لإلتزاماته بموجب هذا العقد وأي براءة إختراع، حقوق طبع ونشر علامات تجارية ، سر تجاري أو أي حق آخر من الحقوق الإمتلاكية لأي طرف ثالث. | C: Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party. |
| د: سوف يمتثل المقاول لكافة القوانين واللوائح والقواعد في أداءه لإلتزاماته بموجب هذه الإتفاقية. | D: Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract. |
| هـ: إن المقاول لم ينخرط وسوف لن ينخرط في أي معاملات مع أو يقدم مواد أو دعم إلى أفراد أو منظمات مرتبطة بالإرهاب ، بما في ذلك أولئك الأفراد أو الكيانات التي تظهر في قائمة الأفراد المعينين خصيصاً والأفراد المحظورين التي تحتفظ بها وزارة الخزانة الأميركية: http;//www.treasury.gov./resource-center/sanctions/SDN-List/Pages/default.aspx) أو قائمة التعيين االأمنيhttp://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtm). | E: Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (<http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml>).  <http://www.un.org/sc/commitmees/1267/aq_sanctions_List.shtm> |
| و: سوف يمتثل المقاول إلى و يدرب موظفيه علي كافة القوانين المطبقة التي تكافح الرشوة والفساد والدفاتر والسجلات الغير دقيقة والضوابط وإجراءات الرقابة الداخلية غير الكافية وغسل الأموال بما في ذلك قانون الممارسات الأجنبية الفاسدة في الولايات المتحدة الأميركية و قانون السرقة الأميركي وقانون الرشوة في المملكة المتحدة. وسوف لن يقدم المقاول أو يعرض لأي موظف أو وكيل أو مندوب ميرسي كور اوروبا أي شيء ذو قيمة لتأمين أي أعمال من ميرسي كور اوروبا أو أن يؤثر على هذا الشخص ليقوم بتغيير الشروط والأحكام أو أداء أي عقد أو أمر شراء من ميرسي كور اوروبا ويشمل ذلك لكنه لا يقتصرعلى هذا العقد. | F: Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps Europe anything of value to secure any business from Mercy Corps Europe or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract. |
| ز: إن المقاول ، بما في ذلك ملاكه أو موظفيه لا يمتلك، سواء بصورة مباشرة أو غير مباشرة، أي شركة أخرى يمكن أن تنافس للحصول على و ترسية هذا العقد. ولم يسعى المقاول أو يحصل على أي من المعلومات السرية المتعلقة بالحصول على هذا العقد من أي موظف أو وكيل أو ممثل تابع لشركة ميرسي كور اوروبا. لم يقم المقاول بالتواطؤ أو التآمرأو التخطيط مع أي شخص أخر أو أي كيان للحد من المنافسة لمنح هذا العقد لتحديد الأسعار المعروضه أو بأي طريقة أخرى للتدخل في المنافسة الحرة والمفتوحة. | **G:** Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps Europe employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition. |
| ح: إن المقاول غير مملوك سواء بالكامل أو جزئياً ، وسواء بطريقة مباشرة أو غير مباشرة من قبل أي من افراد العائله المباشرين أو الممتدين إلى موظف ووكلائهم أو ممثليهم أو، إذا كان مملوكاً بتلك الطريقة. فقد قام المقاول بالإفصاح بشكل كامل عن هذه العلاقة وأنه قد تم التنازل عن أي تضارب محتمل في المصالح، من قبل ميرسي كور اوروبا. | H: Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps Europe employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps Europe. |
| ص: أن المقاول لم ينخرط ولن يشارك في أي من الأعمال التالية: (أ): الإتجار بالبشر (على النحو المحدد في بروتوكول منع وقمع ومعاقبة الأشخاص المشتركين في عملية الإتجار بالبشر، خاصةً النساء والأطفال. المكمل لمعاهدة الأمم المتحدة لمكافحة الجريمة المنظمة عبر الحدود. (ب) قانون (القيام بعمل جنسي تجاري " الدعارة") الإتجار بالجنس أو(ج): إستخدام العمالة القسرية (السخرة). | I: Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor. |
| ض: إن المقاول ليس محل أي تحقيق حكومي أو تحريات للجهات المانحة ولم يتم حظره أو منعه أو إيقافه من قبل أي حكومة أو جهة حكومية أو مانحين. | J: Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor. |
| 7**: المقاول المستقل:** يرغب الطرفان في أن يكونا مقاولين مستقلين. وسيكون المقاول مسئولاً فقط عن وأن تكون لديه سيطرة على وسائل وأساليب وتقنيات، وموظفي وإجراءات تنفيذ الخدمات، لن يعتبر أي من الطرفين وكيلاً أو شريكاً للطرف الثالث. | **7: Independent Contractor**. The parties intend to be independent Contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party. |
| **8 : منتج العمل وحقوق الملكية الفكرية:**  أ: "منتج العمل": يعني (1): أي وكافة (الملكية الفكرية) وحقوق الملكية الفكرية، المواد والممتلكات الشخصية الملموسة ومنتج العمل الأخر الذي ينشأه المقاول (أو تم إنشاؤه ) لوحده أو بصورة مشتركة مع شخص آخر واحد أو أكثر, (1): الذي يرتبط بأي بيان عمل بموجب هذا العقد، (ب): الذي ينتج من أو ينشأ عن أي خدمات منفذة من قبل المتعاقد إلى ميرسي كور اوروبا، (3) الذي من أجله إستخدم المتعاقد المعدات، المستلزمات، المرافق أو معلومات الأسرار التجارية التابعة إلى ميرسي كور اوروبا لإنشاء مثل منتج العمل هذا، أو (د): الذي إشتق أو غير ذلك أنشأ من أي ملكية فكرية، حقوق ملكية فكرية، مواد، ممتلكات شخصية ملموسة أو أصول أخرى تابعة لميرسي كور اوروبا، (2): المواد التي تضم وتجسد، تفصح عن، تعكس أو تشير إلى أي مما سبق ذكرة. | **8: Work Product and Intellectual Property Rights**.  A: “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps Europe in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps Europe; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing. |
| ب: سوف تكون ميرسي كور اوروبا المالك الوحيد لكل منتج العمل. إلى الحد الذي يسمح به القانون المعمول به، فإن كل منتج عمل الذي هو قوانين حقوق الطبع والنشر في الولايات المتحدة الأميركية أو أي بلد آخر سوف يشكل "مصنفات للتأجير" بموجب قوانين حقوق الطبع والنشر السارية. لن يقدم المقاول منتج العمل لأي شخص أخر عدا عن أو وكلاء ميرسي كور اوروبا. سوف يحتفظ المقاول بكل منتجات العمل معلومات سرية لميرسي كور اوروبا ويخض لأحكام القسم 9. | B: Mercy Corps Europe will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps Europe. All Work Product will be deemed to be Confidential Information of Mercy Corps Europe and subject to the provisions of Section 9. |
| ج: سوف يقوم المقاول بموجب هذا العقد بالإفصاح الفوري بشكل خطي إلى ميرسي كور اوروبا عن كل منتج عمل يقوم المتعاقد بإنشائه، بمفرده أو بالإشتراك مع الآخرين، في أداء إلتزاماته بموجب هذا العقد. | C: Contractor will promptly disclose in writing to Mercy Corps Europe all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract. |
| د: يقوم المقاول بموجب هذا العقد بالتنازل وينقل بشكل نهائي وغير قابل للإلغاء إلى ميرسي كور اوروبا (1): كافة الحقوق والملكية والفائدة في كل منتج العمل، (2): كل الحقوق ذات الصلة، (3): كافة المطالبات (عن الأضرار أو غير ذلك): وأسباب رفع الدعوى فيما يخص أي منتج عمل. | D: Contractor hereby irrevocably assigns and transfers to Mercy Corps Europe (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product. |
| هـ: بهذا يوافق ويتنازل المقاول دون رجعة على عدم تأكيد أي حقوق أخلاقية يمكن أن توجد في أي مكان من العالم أو فيما يتعلق بأي منتج عمل ، ويشمل ذلك المطالبات عن أي أضرار ومعالجات أخرى. "الجقوق الأخلاقية" تعني أي وجميع حقوق المطالبات المسموح بها أو الإعتراض على أي تزوير، تشوية أو تعديل آخر أو إجراء مهين آخر يتعلق بعمل ما، لتأكيد التشويه أو التعديل أو العمل المهين ، سواء كان هذا الإجراء ضارًا بالسمعة أو سواء كان هذا العمل يسيء إلى سمعة الكاتب أم لا وأي حق أخر مشابه قائم بموجب القانون العام أو العرف لأي بلد في العالم أو تحت أي معاهدة بغض النظر عن أن هذا الحق مقوم تماماً أو يشار إليه عموماً (بإسم حق أدبي وأخلاقي". | E: Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”. |
| **9:السرية:** سيحتفظ المقاول و يتسبب في أن يحتفظ كل وموظف لديه والأخرين المشتركين في أداء التزاماتهم التي ينص عليها هذا العقد للمحافظة على سرية (1): أي معلومات تقدمها شركة ميرسي كور اوروبا للمقاول والتي تعتبرها ميرسي كور اوروبا على أنها معلومات سرية (2): شروط وأحكام هذه الإتفاقية و(3): المعلومات الغير عامة المتعلقة بسياسات وممارسات موريس كوربس. ويجب على المقاول، وبناء على طلب موريس كوربس، أن يعيد لها المعلومات السرية التي قدمتها له. | **9: Confidentiality**. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information Mercy Corps Europe provides to Contractor that Mercy Corps Europe identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps Europe’ policies and practices. Upon Mercy Corps Europe’ request, Contractor will return to Mercy Corps Europe all confidential information provided by Mercy Corps Europe to Contractor. |
| 10**: التعويض:**  سيقوم المقاول بتعويض وإبراء ذمة كل من ميرسي كور اوروبا والمالك وأي من موظفيهم ومدرائهم وموظفيهم ووكلائهم وممثليهم ( كل منهما" المعوض له") وأن يكف عنهم الأضرار وعن أي من وجميع الخسائر والمطالبات والأضرار والمطلوبات وأي تحريات للجهات المانحة أو حكومية وغرامات أو عقوبات أو المصاريف المرتبطة بها و(تشمل المصاريف الطارئة والعرضية أو الأضرار المترتبة عليها وأتعاب المحامي المناسبة، سواء تم تكبدها في التحريات والمحاكمة أو الإستئناف أو خلافة) تحملها بواسطة أي ممن تم تعويضهم أو تأكيدها مقابل أي ممن تم تعويضهم بواسطة أي طرف ثالث ( أو في حالة مطالبة المالك ضد ميرسي كور اوروبا ، فإن المطالبة المقدمة من المالك)، أو المقاول تنشأ عن إهمال أو تغافل أو سوء التصرف المتعمد من جانب المقاول أو موظفيه أو التي تنشأ عن أي فشل من جانب المقاول أو أي من ممثليه عن الأداء التام لإلتزاماته والضمانات التي ينص عليها هذا العقد، شريطة أن لا يتوفر هذا التعويض، كما هو بالنسبة إلى أي تعويض، وإلى المدى الذي تكون فيه هذه الخسائر والمطالبات والخصوم أو المصاريف المرتبطة ناشئة عن الإهمال التام أو عن سوء السلوك المقصود لهؤلاء المعوض لهم. | **10: Indemnification**. Contractor will indemnify Mercy Corps Europe and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee. |
| 11**: الإنهاء:** ينهى هذا العقد تحت الظروف التالية: | **11: Termination.** This Contract may be terminated under the following circumstances: |
| أ: بواسطة الطرفين وبإتفاق مكتوب بينهما: | A: by both Parties on mutual written agreement of the Parties; |
| ب: بواسطة إشعار فوري مكتوب من ميرسي كور اوروبا في حالة أنهاء الجهة المانحة لميرسي كور اوروبا أو سحب التمويل الذي ستستعمله ميرسي كور اوروبا في الدفع للمقاول بموجب هذا العقد. | B: by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired; |
| ج: بواسطة الطرفين نسبة إلى خرق الطرف الغير منهي لهذا العقد والفشل في تصحيح هذا الخرق في خلال (15) يوم من تقديم إشعار بهذا الخرق. | C: by either Party due to the non-terminating Party’s breach of this Contract and failure to correct such breach within 15 days prior notice of such breach; |
| د: بواسطة أي من الطرفين وبناء على إشعار مكتوب في حالة القوة القاهرة، ويشمل ذلك أي حدث، حرب قسرية غير معلنة بشكل معقول وتغيير في القانون أو الإجراء الحكومي و إنتفاضة أو الإضراب أو الكوارث الطبيعية أو الحوادث المماثلة أو منع الطرف المنهي من القدرة على الإيفاء بإلتزاماتها التي تنص عليها هذا العقد.أو | D: be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or |
| هـ: بواسطة إشعار مكتوب فوري من ميرسي كور اوروبا إذا إستخدمت الأخيرة وبمحض إرادتها الخاصة وقررت بأن المقاول قد أو سوف يقوم بإحداث خرق في أي من التزاماته وضماناته وتعهداته أو قرارتها المنصوص عليها في هذه العقد، وفي هذه الحالة فإن ميرسي كور اوروبا قد تعلق أي و جميع المبالغ المملوكة للمقاول حتى يتم معالجة هذا الخرق. | E: by Mercy Corps Europe immediately upon written notice if Mercy Corps Europe using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps Europe may withhold any and all amounts owed to Contractor until such breach is remedied. |
| في حالة أن يعزى الإنهاء لخرق ميرسي كور اوروبا لهذا العقد، نسبة للقوة القاهرة أو أن يعزى لفقدان التمويل، فإن ميرسي كور اوروبا ستكون ملتزمة بالدفع إلى المقاول عن التكاليف الموالية والمؤيدة والمعقولة للعمل المكتمل والمصاريف التي تم تكبدها بصورة مناسبة قبل الإنهاء. إذا قررت ميرسي كور اوروبا بأن المورد قد خرق أو سوف يقوم بخرق في أي من ضماناته أو تعهداته أو توكيلاته التي ينص عليها هذا العقد، فإن ميرسي كور اوروبا قد لا تكون مسئولة عن أي نفقات تكبدتها تحسباً لإنهاء أو تعليق. | In the event of termination due to Contractor’s breach of this Contract or by Contractor for Contractor’s convenience, Mercy Corps Europe will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps Europe’ breach of this Contract, by Mercy Corps Europe for Mercy Corps Europe’ convenience, due to force majeure event, or due to loss of funding, Mercy Corps Europe will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps Europe will not be responsible for any expenses incurred in anticipation of termination or suspension. |
| إذا قررت ميرسي كور اوروبا بأن المقاول قد خرق أو سوف يقوم بخرق في أي من ضماناته أو تعهداته أو توكيلاته التي ينص عليها هذا العقد، فإن ميرسي كور اوروبا قد تكون مسئولة، بالإضافة إلى أي معالجات أخرى، عن هذا الخرق الموجود في القانون أو أي عدالة، وينهي هذه الإتفاقية. خرق المورد لإلتزاماته التي تنص عليها هذه الإتفاقية سوف ينتج عنه تكبد ميرسي كور اوروبا للأضرار المصفاة بالمبلغ الذي سوف يكون من الصعب تأسيسي وترك ميرسي كور اوروبا دون معالجة مناسبة . ووفقً لذلك، فإن الاطراف يوافقا على الأضرار المصفاة التالية مناسبة على ضوء الأذي الذي سببه هذا الخرق. أدخل المبلغ بالدولار أو بالصيغة الاخرى لتحديد مبلغ الأضرار المصفاة.) | [If Mercy Corps Europe determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps Europe may terminate this Contract. Contractor’s breach of its obligations under this Contract will result in Mercy Corps Europe incurring damages in an amount that will be difficult to establish and leave Mercy Corps Europe without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach: [insert dollar amount or other formula for determining the amount of damages]. |
| 12**: حل الخلاف:** أي خلاف لم يتم حله أو مطالبات سوف يتم تسويتها بالتحكيم الذي يقوم به المركز العالمي لإتخاذ قرار حول هذا الخلاف وفقاً لقوانين التحكيم العالمية. وعدد المحكمين سيكون واحد ومكان التحكيم سيكون ولاية بورتلاند، أوريغون. ولغة التحكيم ستكون اللغة الإنجليزية. | **12: Dispute Resolution**. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English. |
| **13:الوصول للدفاتر والسجلات:** سيكون لشركة ميرسي كور اوروبا وجهاتها المانحة لها ( بما فيهم، إذا طبق، المراقب العام للأمم المتحدة والوكالة الأميركية للتنمية الدولية) وأي من ممثليها المعنيين الحق في الوصول والإضطلاع على أي دفتر ومستندات وأوراق وسجلات تتصل مباشرة بهذا العقد لغرض إجراء المراجعة والتدقيق والفحص والمعاملات والإستثناءات. | **13: Access to Books and Records**. Mercy Corps Europe, its donors (including, if applicable, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract. |
| **14: شروط وأحكام المانح الإضافي:** شروط المانح (إن وجدت) الواردة في الجدول (2) المرفق معه تم دمجها في هذا العقد بالإشارة إلى و الإلتزام التام للمقاول وميرسي كور اوروبا. وفي حالة وجود إختلاف بين شروط الجهة المانحة وهذا العقد أو أي مستند أخر بين المقاول ومنظمة ميرسي كور اوروبا، فستسود شروط الجهة المانحة. | **14: Additional Donor Terms and Conditions**. The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Contractor and Mercy Corps Europe. In the event of a conflict between the Donor Terms and any other provision of this Contract or any other document between Contractor and Mercy Corps Europe, the Donor Terms will prevail. |
| **15: فقرات متنوعة:**  أ: سوف يخضع وينظم هذا العقد والحقوق وإلتزامات الأطراف بواسطة وستفسر وفقاً لقوانين ولاية أوريجون (بإستثناء معاهدة الأمم المتحدة علي عقود البيع العالمية للبضائع)، دون اعتبار للتضارب في شروط قوانين بشأن ذلك. | **15: Miscellaneous**.  A: This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of law’s provisions thereof. |
| ب: سوف لن يتم التنازل عن أي حق أو إلتزام (ويشمل ذلك الحق في إستلام الأموال المستحقة) دون موافقة مسبقة مكتوبة من ميرسي كور اوروبا واي تنازل دون هذه الموافقة سيكون لاغي. ومن المحتمل أن تتنازل ميرسي كور اوروبا عن حقوقها التي ينص عليها هذا العقد. | B: No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps Europe. Any assignment without such consent will be void. Mercy Corps Europe may assign its rights under this Contract. |
| ث: جميع الإشعارات المقدمة بناءاً على شروط العقد، يجب أن تكون مكتوبة وسوف يتم تسليمها باليد أو بالبريد المسجل أو البريد الإلكتروني أو الفاكس وفقاً لكل معلومات إتصال خاصة بكل طرف واردة في الجدول (1). الإشعارات ستعتبر قد سلمت عند إستلامها، شريطة أن تعتبر هذه الإشعارات المرسلة بالبريد الإلكتروني أو الفاكس عند إرسالها (بإستثناء ذلك، إذا لم ترسل خلال ساعات العمل الرسمية الخاصة بالإستلام، ستعتبر مستلمة عند إفتتاح الأعمال في اليوم التالي للإستلام). | C: All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient). |
| ج: الزمن أساسي لكل وأي إلتزام للمقاول ينص عليها هذا العقد. | D: Time is of the essence of each and every obligation of Contractor under this Contract |
| ح: في حالة وجود أي شرط من شروط هذا العقد ممنوعاً أو غير ساري المفعول بموجب القانون المطبق ، فإن هذا الشرط سيكون غير ساري فقط وللمدى الذي يكون فيه هذا المنع دون إبطال للسريان ودون إبطال للتذكير بهذا الشرط أو أي شروط متبقية أخرى من هذا العقد. | E: If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract. |
| خ: ما لم يذكر خلاف ما ذكر أعلاه، فإن هذا العقد قد يتم تعديله أو تحديثه فقط بمستند مكتوب موقع من الأطراف. ويمثل هذا العقد صيغة التعاقد الكامل بين الأطراف فيما يتعلق بموضوعه ويلغي أي وكافة الإتفاقيات السابقة والمفاهمات سواء كانت شفهية أو مكتوبة، تتعلق بذلك الموضوع. | F: Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof. |
| ر: أي فشل من ناحية ميرسي كور اوروبا في الممارسة أو التأخير في ممارسة أي حق وصلاحية وإمتياز أو معالجة ينص عليها هذا العقد سوف يكون بمثابة تنازل عن ذلك، وسوف لن تمنع أي ممارسة جزئية لأي حق أو صلاحية أو إمتياز أو معالجة الممارسة الأخرى أو الإضافية أو ممارسة أي حق أخر أو صلاحية أو إمتياز أو معالجة. والحق والمعالجات التي ينص عليها هذ العقد هي تراكمية و لا تستثنى أي حقوق أو إمتيازات ومعالجات يمكن أن تتوفر بطريقة أخرى لشركة ميرسي كور اوروبا. | G: No failure on the part of Mercy Corps Europe to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps Europe. |
| ز: الضمان والتوكيلات و قرار الخلاف والسرية وشروط التعويض الواردة في هذا العقد سوف تظل سارية حتى بعد إنهائه وإلغاء إنتهاء صلاحيته. | H: The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract. |
| إشهاداً لذلك، فقد تم إبرام وتحرير عقد الخدمة هذا رسمياً في التاريخ المذكور في صدره.  ميرسي كور اوروبا  بواسطة: ---------------------------------------------  الإسم:------------------------------------------------  الصفة:-----------------------------------------------  **ميرسي كور اوروبا – المراجعة المالية**  بواسطة: ---------------------------------------------  الإسم:------------------------------------------------  الصفة:-----------------------------------------------  **المتعاقد:**  بواسطة: ---------------------------------------------  الإسم:------------------------------------------------  الصفة:----------------------------------------------- | IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written above.  **MERCY CORPS:**  By: ----------------------------------------------------  Name:-------------------------------------------------  Title:---------------------------------------------------  **Finance review:**  By: --------------------------------------------------------  Name:----------------------------------------------------  Title:-------------------------------------------------------  **Contractor:**  By: --------------------------------------------------------  Name:----------------------------------------------------  Title:------------------------------------------------------- |

|  |  |
| --- | --- |
| **الجدول 1- الشروط الإضافية**  **بيان الخدمات – السعر الثابت** | **SCHEDULE I: ADDITIONAL TERMS**  **Statement of Services – Fixed Price** |
| 1**: الخدمات وبيان العمل:** وفقاً لشروط هذا العقد، يوافق المقاول على أداء الخدمات التالية بالطريقة التالية: | **Services and Statement of Work**: In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner. |
| **أ: المعلومات الأساسية:** (------------------ | A: The basic Information: (------------------------- |
| **ب: نطاق العمل أمر المهمة:** ------------------- | B: **Scope of Work**:*[* ---------------- |
| **التوريدات:** يجب على المقاول أن يسلم التوريدات وفقاً للجدول الوارد في الفصل 2 أدناه: | **Deliverables**: The Contractor shall deliver the following deliverables |
| مصطلح "الخدمات": يعني جميع الخدمات بما فيها توصيل جميع المواد المسلمة والتوريدات المنصوص عليها في هذا البند والذي يمثل "نطاق العمل". | The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”). |
| **2: فترة الأداء:** يجب أن تبدأ بتاريخ -----------------------، ما لم تنهى مسبقاً وفقاً للفصل 11، فإن تاريخ الإنتهاء سيكون-----------. تواريخ الإستحقاق الفردية لكل مادة توريد يجب أن يكون على النحو التالي: | **Performance Period:** The start date of this Contract is **---------------------** and, unless earlier terminated in accordance with Section 11, has an end date of **--------------------**. The individual due dates of each deliverable are as follows: |
| **3: السعر:** هذا عقد بسعر ثابت: يشمل مبلغ --------------------------------للخدمات المقدمة بموجب هذا العقد. مبلغ 10% حيخصم لصالح مكتب الضرائب مالم تقدم الفاتورة الضريبية. وستكون طريقة الدفع للخدمات وفقاً للمرفقات ادناه: | **3. Pricing:** This is a firm and fixed price Contract that includes a ceiling amount of **---------------** for Services rendered under this Contract. 10 % as tax will be deducted from any final payment unless final tax invoice is provided.  Payments will be made according to the deliverables mentioned |
| **4: تحرير الفواتير وشروط الدفع:** (بناءاً على قبول خطي من ميرسي كور اوروبا، لكل مواد توريدات)(عند إكمال العقد) سوف يقدم المقاول فاتورة وفقاً إلى التسعيرة على النحو المقدم في العقد. سوف ميرسي كور اوروبا بالدفع للمقاول كافة الاموال الغير متنازع عليها في غضون (30) يوم من إستلام فاتورتة (شروط الدفع). | **4: Invoicing and Payment Terms:*[****Upon written acceptance by Mercy Corps Europe of each Services deliverable]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps Europe will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”). |
| **5: الموظفين الرئيسيين:**  ----------------- | **5: Key Personnel:***[ (is the “Key Personnel for this contract”).* |
| **6: الممثلين المخولين ومعلومات الإتصال:** | **6: Authorized Representatives and Contact Information:** |
| ميرسي كور اوروبا: موظفي ميرسي كور اوروبا التالية أسمائهم هم المخولين للموافقة على أي تعديل على هذا العقد.  الاسم : د عارف نور  المدير القطري | **Mercy Corps**: *Only the following Mercy Corps* Europe  Name: Dr. Arif Noor  Title:-Country Director  *Employees are authorized to agree to any amendment of this Contract.* |
| **المقاول:** ممثل المقاول المخول لجميع الأغراض هو:  ----------------------------- | **Contractor**: *Contractor’s authorized representative for all purposes is: -------------* |
| 7: موظفي ميرسي كور اوروبا التالية أسمائهم فقط هم المفوضون لإستلام الفواتير وقبول أو رفض الخدمات وتوقيع طلبات عقود الخدمات------------------------- | **7:** *Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs --------------------------------------* |
| **8: فترة إشعار الإنهاء للمواءمة**: (-------------15 يوم بعد انتهاء العقد). /" فترة إشعار الإنهاء".) | ***8****:* **Termination for Convenience Notice Period**: *[---------- days after the contract end date]* (the “Termination Notice Period”) |
| **شروط المانحين:** ( إذت طبق، يشمل البيانات التالية: شروط المانحين الواردة في الجدول (2) تم إدراجها في هذا العقد بالإشارة. | **Donor Terms**: [*If applicable, include the following statement here: The Donor Terms are set forth in Schedule II are hereby incorporated in this Contract by reference.]* |

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

**Mercy Corps**

**Supplier Information Form**

**Supplier Information**

|  |  |
| --- | --- |
| Company Name |  |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) |  |
| Previous names of the company |  |
| Address |  |
| Website |  |
| Phone/Fax Numbers | Phone: Fax: |
| Primary Contact | Name:  Phone Number:  Email Address: |
| # of Staff |  |
| # of Locations |  |
| Avg. Value of Stock on Hand (USD) |  |
| Government - owned (yes/no) |  |
| Name(s) of Board of Directors |  |
| Name(s) of Company Owner(s) |  |
| Parent companies, if any |  |
| Subsidiary or affiliate companies, if any |  |

**Financial Information**

|  |  |
| --- | --- |
| Bank Name and Address |  |
| Name under which company is registered at bank |  |
| Payment Terms | Payment By: Check Yes | No Wire Transfer Yes | No |
| Specify Standard Payment Terms (Net15, 30, etc.) |  |

**Product/Service Information**

|  |  |
| --- | --- |
| List Range of Products/Services Offere |  |
| Basis For Pricing (Catalog, List, etc.) |  |

**References**

|  |  |
| --- | --- |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |

**Supplier Self-Certification of Eligibility**

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government’s sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It is has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including:: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company’s business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not use for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company’s Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct..
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

If the Company cannot certify to any of the above it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name:

Name of Representative:

Title:

Signature:

Date:

**Attachment 2 -Price Offer Sheet template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Price Offer Sheet** |  |  |  | MC Logo Vertical.jpg   |  | | --- | |  | |
| **Item Description** | **Quantity** | **Unit of Measure** | **Unit Price** | **Total Price** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Company Name:** |  | | | |
| **Name of Representative:** |  | | | |
| **Title:** |  | | | |
| **Signature:** |  | | | |
| **Date:** |  | | | |
| **Tender #:** |  | | | |

To offer out above-mentioned price, we acknowledge that we have taken into consideration all the bidding documents provided in the invitation to tender.

The following payment terms apply to this offer:

We undertake, if our bid is accepted to make the delivery within days from the date of signing the Contract,

We understand and accept that MC Europe is not bound to choose the lowest price on any bid that may be received, and that any or all bids may be rejected without assigning any reason for such rejection.

By, duly authorized to sign tenders for and on behalf of our firm:

***FOR MERCY CORPS USE ONLY***

**Following documents have been provided [Update according to sections 3.3 and 4 of the Tender Package]:**

|  |  |
| --- | --- |
| **Documents** | |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an employee of Mercy Corps having completed and reviewed this form confirm the accuracy of information provided:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Supplier to be re-authorized one year from this date.

|  |
| --- |
|  |