# Invitation to Tender

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| **Tender Name: Request for Proposal** for Productive Use of Energy (PUE) Study in Jigjiga Camps | **Tender No: ADD 1036/2020** |
| Location: (City, Country) Ethiopia | Correspondence Language(s):English |
| Brief Summary Description of Project: Mercy Corps is looking for a qualified consulting firm to assess and quantify the electrification potential of value chains in the three refugee camps in Jijiga, Somali region. This work will assess supply chains, intervention value chains and business cases, make programmatic recommendations. A key part of this study will include collecting data from key stakeholders (farmers, processors, and traders etc) to understand how and when processing activities occur in chosen localities. This data will help determine activities that are economically viable to electrify for both the entrepreneur and the minigrid developer. |

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| **Tender Package Available from:** **28/10/2020** | **Tender Package Pickup Location:** **Mercy corps website**[**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders) |
| **Deadline for Offer Submission:** **November 5th , 2020** | **Submit Offers to:** tenders@mercycorps.org |

*Mercy Corps reserves the right to accept or reject any late offers*

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| **Questions and Answers (Q&A)** |
| If any, Submit Questions in writing to: Emmanuel Aziebor : eaziebor@mercycorps.org |
| Last Day for Questions:4th Nov.2020 | Questions will be answered by: Emmanuel Aziebor eaziebor@mercycorps.org |
| Questions will be answered through: Emmanuel Aziebor eaziebor@mercycorps.org |

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| **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
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# General Conditions for Tender

Mercy Corps invites offers 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 bids 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**

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 [180 days] from its date of submission.
* 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 bids. Furthermore, Mercy Corps reserves the right to reject any and all offers, 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 must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

**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

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| **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:**Applicants 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 misrepresentation in supplying information
* Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti-Corruption Statement
* Applicant (or applicant’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.
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| **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
* Latest Tax Registration Certificate (VAT and TIN)

**Dcuments to conduct the Technical Evaluation and additional Due Diligence:*** Company Profile, 2 page max
* References from previous work projects (including contact information)

**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, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price. Offerors must mention applicable taxes in their offer. |
| **3.4 Currency** Offers should be submitted in: ETBPayments will be made in: ETB |

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| **3.5 Tender Evaluation** (**LPTA 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 bids, 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 Technical Evaluation** ***Lowest Price, Technically Acceptable (LPTA)***Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier’s bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.Only offerors who pass all criteria will move on to the next round of evaluation. technical Evaluations:**Point Rationale**0 Not acceptable; has not met any part of the specified criteria1-4 Has met only some minimum requirements and may not be acceptable5 Acceptable6-9 Acceptable; has met all requirements and exceeds some10 Acceptable; has exceeded all requirements

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| **Evaluation Criteria** | **Weight (%)****A** | **Possible Points  (1 to 10) B** | **Weighted Score****(A\*B)** |
| Evidenced organizational experience in national surveys in agriculture and/or socio-economic topic areas including business modelling expertise  | 25% |  |  |
| Evidenced experience in energy sector assessments or assignments and understanding of productive use and livelihood opportunities | 15% |  |  |
| Financial proposal  | 25% |  |  |
| Qualification and experience of the team that would be assigned to the assignment (experience in economic assessments, business modelling etc.) along with their role and responsibility | 20% |  |  |
| Methodology for executing the assignment | 15% |  |  |
| Total | 100% |  |  |

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| **3.5.2 Financial Evaluation and Price/Cost Analysis**All suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) 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 3.5.3. |
| **3.5.3 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 offeror or offeror(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
* Example: Supplier’s facility visits
* Example: Determination of relations and affiliations between offerors
* Example: Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform
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1. Offer Form

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| **Offerors must submit their own independant 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 Bid” 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 Bid***

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

* **Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
* A detailed specification of the offered services
* 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)
* Other important documents offeror feels need to be attached to support their bid

The original bid 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 bid shall be initialed by the person or persons signing the bid 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 bid.

# Scope of Work/Technical Specifications

TERMS OF REFERENCE – Productive Use of Energy (PUE) Study in Jigjiga Camps

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| Location:  | Ethiopia |
| Type of Contract:  | Contract for Professional Services |
| Starting Date:  | 8 November 2020 |
| Completion Date:  | 4 December 2020 |
| Languages required  | English, Amharic, Somali |

## General Description of the Proposed Activities

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.

Mercy Corps Ethiopia exists to alleviate suffering and poverty by helping people build secure, productive, and sustainable livelihoods. Since 2004, we have worked in rural, peri-urban and urban areas in five regional states - Somali, Oromia, Afar, Southern Nations Nationalities and Peoples, Amhara, and the capital city, Addis Ababa. Our mission is to foster populations that are financially stable, healthy and nourished, and educated and informed, within a context where natural resources are accessed, shared and utilized sustainably, so people can lead productive livelihoods. Driven by local needs, our programs provide individuals, agencies and businesses with the tools and support they need to transform their lives, businesses, and communities. Our partners include government, academic institutions, development and private sector actors, civil societies and participating public. We strive to strengthen all of these institutions in the hopes that one day they become self-reliant.

Powering infrastructure in relief settings, where clinics, offices, communications towers, water pumping stations and other necessary services are commonly fueled by diesel generators, represents a substantial economic burden for humanitarian agencies & for the businesses and households located in refugee settlements and host communities.

Mercy Corps in partnership with Shell under Shell’s Enter Energy project is exploring the feasibility of deploying clean and commercially sustainable energy services in displacement settings to contribute to UNHCR’s Clean Energy Challenge. The strategic objective is to develop a replicable, market-based model to provide clean, sustainable, reliable and affordable energy services for refugee camps.

In line with the above goal, in 2019, Mercy Corps commissioned a technical study on electrical loads and cooking patterns in the refugee camps around Jigjiga to provide a detailed understanding of the existing energy demand and supply options. The study targeted both households and institutions in Kebribeyah, Aw Barre and Sheder camps around Jijiga, Somali Region. A study on the legal, regulatory and operational frameworks for the operation of off-grid energy services as well as feasibility study (technical and financial) is currently underway. Mercy Corps under the EUTF STEDE Program has also conducted a labor market assessment identifying key potential value chains in the refugee camps of Jijiga. This report will serve as a starting point for this assignment.

The goal of Enter Energy is to improve operational sustainability for humanitarian organizations while enabling better service delivery for people living in refugee settlements and host communities. Mercy Corps will undertake this effort in collaboration with private sector actors to ensure the sustainability of the business model proposed and with the aim to reach scale for access to energy in displacement settings for all segments of the population.

For the proposed Enter Energy model to reach scale it is essential to incorporate a livelihood component that focuses on the productive use of energy as this will enhance the financial sustainability of the minigrid model whilst also enabling greater income opportunities for the community. The reasoning for this is twofold: on one hand greater load consumption (through PUE) will enhance the sustainability of the financial model of the minigrid while on the other hand, energy-facilitated increases in production will augment the refugee spending capacity - also for energy bills. It is clear that access to clean, affordable, reliable and modern energy services is essential for local socio-economic development. However, the consumption of electricity for household uses is not sufficient by itself to unlock the potential of the minigrid. Therefore, Enter Energy Ethiopia must look beyond energy as a household service to also consider the Productive Uses of Energy, the “agricultural, commercial and industrial activities, powered by renewable energy sources, which generate income” to improve socio-economic development, support more diversified and resilient livelihoods, and increase the sustainability of the proposed model. A key step to understanding the potential opportunities for PUE and household appliances is to undertake a comprehensive study.

Mercy Corps is therefore looking for a qualified consulting firm to assess and quantify the electrification potential of value chains in the three refugee camps in Jijiga, Somali region. This work will assess supply chains, intervention value chains and business cases, make programmatic recommendations. A key part of this study will include collecting data from key stakeholders (farmers, processors, and traders etc) to understand how and when processing activities occur in chosen localities. This data will help determine activities that are economically viable to electrify for both the entrepreneur and the minigrid developer.

**Objective of the Assignment**

The key objective is to collect information and develop insights to define which and appliances and activities could be electrified with minigrids to capture additional value and increase household and small businesses’ incomes.

**Key Tasks**

The key tasks for this assignment include:

1. ***Value chains and business cases***
	* Identify value chains (agriculture and non-agriculture) and map out sub-economic segments that occur in the selected camps. A starting point for this is the EUTF STEDE Program’s labor market assessment report; including discussions with key stakeholders and consulting secondary literature.
	* Identify which currently mechanized or manual activities could be electrified and what new activities could be relocated to local communities to capture additional value.
	* Understand potential load profiles of electrified activities.
	* Evaluate top ten productive use cases and develop business models to understand implications to small business entrepreneurs by defining additional revenues and costs and potential markets or off-takers. The goal is to determine whether they can be operated profitably and what potential barriers to scale are associated with the product. The business model should be constructed using data collected from interviews conducted in the field; or with operators of similar technologies and end-users such as farmers. Each business should be modeled with tariff scenarios received from the mini-grid operator using technical specifications collected from technical evaluations, third party research, and suppliers etc.
	* The business models should then be evaluated based on criteria that reveals the attractiveness of the investing in the productive-use business, such as unit economics and other financial metrics; desirability of products and services for end-users and the viability of the product to scale.
	* Based on the business models, make concrete recommendations about whether each of the ten technologies is scalable and to identify circumstances necessary for scaling
2. ***Household appliance opportunities***
	* Identify at the household level key appliance aspirations including those which could be used for business opportunities.
	* Understand potential load profiles of these appliances.
	* Evaluate the top ten appliance aspirations and based on tariff scenarios and cost implications, determine the affordability of these appliances by households including access to finance opportunities.
3. ***Productive use equipment supply chain mapping***
	* Based on the top 10 productive use and household cases, develop an extensive map of appliance (productive use and household) availability and acquisition at local, regional and national level. These could be local manufactures or importers of such appliances. The mapping should include information on annual production capacity, company details, appliances supplied etc.
	* Evaluate the quality of these appliances against key national or international quality standards.
	* Evaluate the capacity and appetite of the appliance manufactiuers or importers to venture (to establish branches and service clients) into the displacement markets of Jijiga. This includes their capacity to provide after sales services.
	* Evaluate the product pricing, affordability to customers and appropriate repayment mechanisms employed by the suppliers.
	* Identify what de-risking mechanisms would be appropriate to encourage suppliers to extend their services to the camps.
4. Identify gender prevalence within the different productive use activities
5. Understand barriers and opportunities entrepreneurs face to develop insights that can be scaled to other communities and regions.

**Recommended Approach**

To achieve these objectives, the following approach is suggested.

*Phase I: Preparation*

* Develop, review and test survey tools including training of enumerators
* Define Community Visit Action Plan and Timeline.

*Phase II: Data collection*

* Household and productive use level data collection
* Stakeholder engagement including focus group discussions (if required)
* Periodic coordination calls with Mercy Corps team

*Phase II: Data analysis and reporting*

* Periodic coordination calls with Mercy Corps team

**Key timelines**

The Consultancy will start on 8th November 2020. The final report is expected to be submitted by 4 December, 2020.

**Deliverables**

* Survey tools and Community Visit Action Plan and Timeline – Deadline Nov. 10, 2020
* Draft report - Deadline Nov 30, 2020
* Final report, (including PowerPoint format of summary findings), raw data - 4 December, 2020

**Minimum Qualification**

The successful firm will be evaluated based on the following minimum qualifications and

preferred skills and experience:

* Firm must have experience overseeing at least five national surveys in agriculture and/or socio-economic topic areas. Experience in energy sector assessments or assignments is mandatory.
* Firm must have access to relevant surveying technology (e.g. GPS-enabled electronic devices) to capture survey responses efficiently
* Supervisor must be proficient at understanding regional and community demographics and agricultural practices
* Supervisor must have solid knowledge of surveying software, and be able to troubleshoot survey coding
* Supervisor must have a minimum of five years of working experience overseeing field survey teams
* Enumerators must each have a minimum of two years of working experience conducting field surveys, in agriculture and socio-economic topic areas.
* Preference will be given to a more experienced team
* The team must have strong competency navigating and travelling to rural communities in Ethiopia
* The team must have fluency in written and spoken English, Amharic, Somali and any language needed to communicate effectively in target regions
* Preference will be given to enumerator teams that include both female and male members
* Preference will be given to teams with an understanding of energy systems and estimating energy demand.
* CVs and bios for proposed team of enumerators and supervisors will be requested prior to selection of firm.
* Past performance will be given due consideration. Previous contracts in line with this assignment be considered.

**Additional Eligibility Criteria**

Applicants 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 misrepresentation in supplying information
* Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti-Corruption Statement
* Applicant (or applicant’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.

## Submission of Proposals

The Proposal shall contain only the sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. See below for required sections and page limits. The prequalification application forms which are not filled out completely and submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English and be indelible.

### Executive Summary – Cover Letter (1-page limit):

Submit an Executive Summary Narrative which generally familiarizes reviewers with the company’s understanding of and ability to achieve the stated scope of work. The intent of the Executive Summary is to give a brief introduction to the company’s general capabilities, experience, and interest in performing the work.

### b. A Technical Proposal

Submit the information as required below. Where forms are provided, they should be used. The absence of any required submittal information may disqualify the Applicant.

1. Company’s Background and Performance (5 page limit) as per the scope of work
	1. Describe the organizational structure, lines of responsibility, and roles within the company.
	2. Provide a brief description of representative projects performed within the past five years which are relevantly similar in scale, type, and complexity to this Program; include a client reference for each listed.
	3. Describe the company’s current commitments to other projects; how will the company will manage resources to ensure timely performance of activities.
	4. Proven experience in displacement settings in East Africa. Evidence attached/included in the proposal.
	5. Presence in Ethiopia, with the ability to deploy quickly.
	6. Briefly describe the management approach or methodology to coordinate and prioritize assessment and quality management of this assignment.
2. Key Personnel CV’s (2-3 page total limit/CV): Based on the type of Activities described under the scope of work, provide one CV each for the committed key personnel and their roles for this assignment. These roles will substantially contribute to the evaluation of the company.

### A Financial Proposal – submit a detailed financial proposal, highlighting all the costs required to carry out this assignment.

## Evaluation of Proposals

## Confidentiality

Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the RFP.

**Evaluation of applications**

A selection committee will evaluate proposals from eligible companies. 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. Mercy Corps will not be responsible for or pay for any expenses or losses which may be incurred by any Applicant in the preparation of their proposal. Evaluations will be conducted as described in the following subsections:

Mercy Corps Selection Committee will conduct an evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). 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.

Each individual criteria has been assigned a weighting prior to the release of this RFP based on its importance to Mercy Corps in this process. Applicants with the best score will be accepted as the winning offeror(s), and subject to the additional due diligence. When performing the Scoring Evaluation, the Mercy Corps Selection 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

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| **Evaluation Criteria** | **Weight (%)****A** | **Possible Points  (1 to 10) B** | **Weighted Score****(A\*B)** |
| Evidenced organizational experience in national surveys in agriculture and/or socio-economic topic areas including business modelling expertise  | 25% |  |  |
| Evidenced experience in energy sector assessments or assignments and understanding of productive use and livelihood opportunities | 15% |  |  |
| Financial proposal  | 25% |  |  |
| Qualification and experience of the team that would be assigned to the assignment (experience in economic assessments, business modelling etc.) along with their role and responsibility | 20% |  |  |
| Methodology for executing the assignment | 15% |  |  |
| Total | 100% |  |  |

* Mercy Corps reserves the right to reject the bid fully or partially;
* Proposals received after this date may not be considered.
* Proposals should be submitted on or before 5th November 2020 10:00am by

 et-tender-questions@mercycorps.org   and document sent by other email account will be disqualified.

* Please collect the tender package from [**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders)

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| **Item** | **Quantity** |
| Consultancy service Productive Use of Energy (PUE) Study in Jigjiga Camps | 1 |

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.

**SERVICE CONTRACT No. \_\_\_\_\_\_\_**

THIS SERVICE CONTRACT entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between MERCY CORPS, nonprofit corporation having its office in Addis Ababa, Ethiopia, Woreda 08 house No. 377 and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) is as follows:

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. **Delivery of Services**.
	1. Contractor will perform the Services, and Mercy Corps 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.
	2. 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 without Mercy Corps’ 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 may withhold its consent to substitute personnel using its sole discretion.
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’ prior written consent; provided that Mercy Corps 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 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. **Invoicing and Payment**.
	1. Contractor will submit invoices to Mercy Corps 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’ donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps 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. 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 determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps’ receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps’ 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.
	2. Except as otherwise provided in the Statement of Services, Mercy Corps 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.
	3. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.
5. **Taxes, Duties and Expenses**.
	1. 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 to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
	2. 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 to determine the costs were reasonable and properly incurred.
6. **Representations, Warranties and Additional Covenants**. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.
	1. 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.
	2. Contractor has the requisite skills to perform the Services in accordance with the SOW.
	3. 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.
	4. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
	5. 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>).
	6. 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 anything of value to secure any business from Mercy Corps 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.
	7. 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 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.
	8. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps 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.
	9. 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.
	10. 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. **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. **Work Product and Intellectual Property Rights**.
	1. “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 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; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
	2. Mercy Corps 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. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.
	3. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.
	4. Contractor hereby irrevocably assigns and transfers to Mercy Corps (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.
	5. 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. **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 provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.
10. **Indemnification**. Contractor will indemnify Mercy Corps 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. **Termination.** This Contract may be terminated under the following circumstances:
	1. by both Parties on mutual written agreement of the Parties;
	2. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;
	3. by Mercy Corps immediately upon written notice in the event Mercy Corps’ donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract;
	4. 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;
	5. 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
	6. by Mercy Corps immediately upon written notice if Mercy Corps 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 may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event of termination due to Contractor’s breach of this Contract or by Contractor for Contractor’s convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps’ breach of this Contract, by Mercy Corps for Mercy Corps’ convenience, due to force majeure event, or due to loss of funding, Mercy Corps 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 will not be responsible for any expenses incurred in anticipation of termination or suspension.

**Penalty Clause:**

In the case that the Supplier fails to meet the agreed delivery period, the Supplier shall be liable to pay penalties of 0.5% of the value of the Goods for every day of the delay. Should the Supplier exceed the agreed delivery period by more than 10 days, Mercy Corps shall have the right to terminate this Agreement and request that the remaining balance of the advance paid to the Supplier be paid back.

1. **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.
2. **Access to Books and Records**. Mercy Corps, its donors (including, if applicable, USAID, 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.
3. **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. 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, the Donor Terms will prevail.
4. **Miscellaneous**.
	1. 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 laws provisions thereof.
	2. 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. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
	3. 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).
	4. Time is of the essence of each and every obligation of Contractor under this Contract.
	5. 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.
	6. 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.
	7. No failure on the part of Mercy Corps 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.
	8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract.

**SCHEDULE I: ADDITIONAL TERMS**

**Statement of Services – Fixed Price**

|  |
| --- |
| **1.** **SOW** |
| **2. Performance Period:** The start date of this Contract is XXX and, unless earlier terminated in accordance with Section 11, has an end date of XXX. The individual due dates of each deliverable are as follows:

|  |  |  |
| --- | --- | --- |
| **Deliverable #** | **Deliverable Description** | **Deliverable Due Date** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 |
| **3. Pricing:** This is a firm and fixed price Contract that includes a ceiling amount of XXX for Services rendered under this Contract. Payments will be made according to the deliverables schedule below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable #** | **Deliverable Description** | **Deliverable Price** | **Total Contract Price** |
|  |  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 |
| **Invoicing and Payment Terms: *[****Upon written acceptance by Mercy Corps of each Services deliverable] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”) |
| **Key Personnel:** *[if applicable, include a list of the Contractor’s personnel that are key to the bargain and the project and that the Contractor cannot change without prior written approval. If not applicable, note “Not Applicable” here.] (the “Key Personnel”).*  |

**Authorized Representatives and Contact Information:**

|  |  |
| --- | --- |
| **Mercy Corps**: *Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:*  | **Contractor**: *Contractor’s authorized representative for all purposes is:*  |
| *Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.*  |

**Termination for Convenience Notice Period**: 5 days (the “Termination Notice Period”)

**SCHEDULE II**

**Donor Terms**

**Other USAID Contract Provisions Required by Law**

Mercy Corps, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts.

1. The recipient must 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 (online at: http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

(i) 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) during the period of this Contract;

(ii) Procure a commercial sex act during the period of this Contract;

(iii) Use forced labor in the performance of the Contract; or

(iv) Commit acts that directly support or advance trafficking in persons, including the following acts:

a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

* exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
* the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d. Charging employees recruitment fees ; or

e. Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.

1. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
	* + - 1. The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID’s Office of the Inspector General.
				2. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
				3. If Mercy Corps, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
				4. Definitions:

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

* + - * 1. The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.
1. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

1. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
2. The Contractor agrees to incorporate the terms of “Annex X” word-for-word in all of its sub-contracts funded under this Contract, if any.

IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written above.

|  |  |
| --- | --- |
| **MERCY CORPS**By: Name: Title:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: Name: Title:  |

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

***The information provided will be used to evaluate the Company before contracting with the Mercy Corps.***

***Please complete all fields.***

**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 Offered |  |
| 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 used 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:

***FOR MERCY CORPS USE ONLY***

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

|  |
| --- |
| **Documents** |
| Legal Business Registration |  |
| Latest Tax Registration Certificate |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| Company Profile |  |
| References from previous work projects |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |

**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.

**Attachment 2 -Price Offer Sheet template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Price Offer Sheet** |  |  |  | MC Logo Vertical.jpg

|  |
| --- |
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 |
| **Item Description** | **Quantity** | **Unit of Measure** | **Unit Price** | **Total Price** |
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| **Total before tax:** |   |   |   |   |
| **VAT (if applicable)** |   |   |   |   |
| **Total:** |   |   |   |   |
|   |  |  |  |   |
| **Company Name:** |   |
| **Name of Representative:** |   |
| **Title:** |   |
| **Signature:** |   |
| **Date:** |   |
|  |  |  |  |  |
| **Tender #:** |   |