# Invitation to Tender

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| **Tender Name:** Digital Job Matching | | **Tender No: ADD 1008** |
| Location: (City, Country) ADDIS ABABA | Correspondence Language(s):ENGLISH | |
| Brief Summary Description of Project:  one of the objectives of the LIWAY program is to facilitate the provision of Digital job matching platform for matching the job seekers registering by Bureau of Labor and Social Affairs (BoLSA) and employers who needs the labor force so that the labor demand and supply will align, job seekers will be visible to many more employers, and the time and effort for getting a job for job seekers will be reduced. The assignment will cover to identify what job matching services BoLSA has in place now and will capitalize and improve their existing services by introducing feasible, relevant and inclusive digital platforms. The digital platform shall serve both “blue and white” collar types of jobs given the limited education level of unemployed women and youth in Addis Ababa. The ultimate aim of this intervention is to enable more women and youth to access employment opportunities and hence lead to employers experiencing greater productivity and growth. | | |

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| **Tender Package Available from:**  **(Day / month in letter / year)**  **16th Oct.2020** | * **Tender Package Pickup Location:**   [**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders)  **(Physical location, website and/or email if applicable)** |
| **Deadline for Offer Submission:**  **(Day / month in letter / year; Time)**  **22nd Oct.2020 5:00pm** | **Submit Offers to:** [**tenders@mercycorps.org**](mailto:tenders@mercycorps.org)  **(Physical location, website and/or email if applicable)** |

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

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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 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 the contract period 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 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

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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** [To be completed in accordance with section 5.6 of the FP3]  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 be legally registered * The offeror must be in good standing with its governing tax authority |
| **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 * Company Profile, 2 page max [Required] * References from previous work projects (including contact information) [Required] * Example: Key Personnel CVs, 3 page max per personnel   **Documents to conduct the Technical Evaluation and additional Due Diligence: [To be completed according to the specific items to be tendered]**   * Interested and experienced service providers/consultants are required to Send a brief proposal, an updated CV/profile of consultants that will actually engage in this task & references and all in English is required. * Bidders should include full package of trade licenses and Tin Certificate. * The financial proposal should be detailed enough and should include any professional costs, Material costs and relevant administrative and logistic costs related to the work. It should also show the willingness and amount of cost share for the work. * Technical and financial proposal should be sent separately till 26th Oct.2020 5:00pm to [**tenders@mercycorps.org**](mailto:tenders@mercycorps.org) with **reference “ LI-WAY Digital job matching platform”.** * Applications sent by other email account will not be considered. * Please collect the Tender package from [**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders)   **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. 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 include VAT and customs duties in their offer. |
| **3.4 Currency**  Offers should be submitted in: ETB  Payments will be made in: ETB |

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| **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:   |  |  |  | | --- | --- | --- | | **Evaluation Item** | **Expectation** | **Max Score** | | Understanding of TOR, Proposed Methodology and Product as well as Approach while presenting for the LIWAY team | Interpretation of what the assignment entails, prototype of the proposed business model and the key considerations that should be made to implement it successfully and sustainably. | 30 | | Work-plan | Clear sequencing of activities, time planning, detail monitoring and evaluation plan | 20 | | Prior Experience, Qualification, and capacity of the firm in terms of staff qualifications and experience | A brief of past relevant assignments (in similar technical areas) and academic background and indicating scope, geographic coverage, staff involved, budget, and client (name and contacts) recommendations | 20 | | Financial |  | 30 | | Total Possible Score |  | 100% | |
| **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 * Example: Supplier’s facility visits * Example: Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform |

# Offer Form

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| **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)
* Delivery time
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged through the contract period.
* A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7 or can use its own format.
* 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 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.

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| 5. Scope of Work/Technical Specifications **5.1 Background:**  **Scope of Work (SOW) for job matching platform technology provider for matching government registered job seekers and employers in Addis Ababa** |
| 1. **Activity Information** |
| * Assignment: Digital Job Matching * Supervisor: Mercy Corps Ethiopia * Duration: Approximately two years * Date of Start: November 2020 * Prior experience: has past relevant assignments in similar technical areas. |
| 1. **Background** |
| Mercy Corps is an international, non-governmental humanitarian relief and development agency with headquarters in the UK and USA operating in over 44 countries. The agency exists to alleviate suffering, poverty and oppression by helping people build secure, productive and just communities. Mercy Corps’ work emphasizes community-led, market-driven interventions through public, private and civic sector partnerships.  Mercy Corps has been operating in Ethiopia since 2004, working in rural, peri-urban and urban areas in five regional states - Somali, Oromia, Afar, Southern Nations Nationalities and Peoples, Amhara - and the capital city of Addis Ababa. We engage in both development and humanitarian work, and seek to integrate approaches, programs and geographies as much as possible. Our partners include government, academic institutions, development and private sector actors, civil societies and participating public. Mercy Corps has a growing portfolio of programs in Ethiopia that focus on food security; agriculture and livestock market systems development; maternal and child health and nutrition; youth economic productivity; resilience and humanitarian response. In Ethiopia, some of our donors include USAID, SIDA, DFID, and WFP. The Livelihood Improvement for Women and Youth (LIWAY) program is one of the project that MC is implementing with other partners which is funded by Swedish International Development Agency-SIDA and in a consortium led by Netherlands Development Organization-SNV; it is a poverty reduction program through Market Systems Development that aims to improve the incomes of 200,000 women and youth in Addis Ababa and surrounding areas. |
| 1. **Major Issue to be addressed by the Digital Job Matching platform :** |
| LI-WAY aims to address the constraints critically impeding in the labor sector from accessing employment opportunities and better paying jobs to women and youth in Addis Ababa. According to Central Statistics Agency 2018 Urban Unemployment survey, the unemployment rate in Addis Ababa for women is around 26.3%. On the other hand, the unemployment rate for urban youth in Ethiopia was 25.3%, while that of rural youth was 3.1% (CSA, 2018). The corresponding figure in in 2018 for the youth in Addis Ababa was 24.1%. This shows that the youth in Addis Ababa are highly affected by the incidence of unemployment as compared to the youth in other urban and rural areas of the country. The CSA 2018 Urban Employment Unemployment survey portrays that the overall youth unemployment rate was 20.2% of which female youth experience higher unemployment rate (26.3%) than males (14.1%). Meanwhile, the private sector is a big player in the labor market in Addis Ababa, employing 62.8% of all wage earners, while the public sector provides 12% of employment opportunity. One major challenge in employment, however, is inefficient match-making functions provided by different actors in the market which in turn lead to unfilled vacancies, and lower employment rate among women and youth. This has impact on both demand and supply side: on the demand side women and youth are not accessing jobs within their skill level and on the supply side employers are not getting the right candidates for the open posts they have. As a mandated organ, the Labor and Social Affairs Office at different levels registers job seekers, both for self and wage employment. At the project starts, there are 172,000 (one hundred seventy-two thousand) job seekers in Addis Ababa registered in the BOLSA registry. From the diagnosis made, Labor and Social Affairs conducts job matching based on demands from the employers and has challenges in pro-actively looking for job vacancies and filling them with registered job seekers.  Therefore, one of the objectives of the LIWAY program is to facilitate the provision of Digital job matching platform for matching the job seekers registering by Bureau of Labor and Social Affairs (BoLSA) and employers who needs the labor force so that the labor demand and supply will align, job seekers will be visible to many more employers, and the time and effort for getting a job for job seekers will be reduced. The assignment will cover to identify what job matching services BoLSA has in place now and will capitalize and improve their existing services by introducing feasible, relevant and inclusive digital platforms. The digital platform shall serve both “blue and white” collar types of jobs given the limited education level of unemployed women and youth in Addis Ababa. The ultimate aim of this intervention is to enable more women and youth to access employment opportunities and hence lead to employers experiencing greater productivity and growth. |
| 1. **Objectives** |
| * The objective of this tripartite partnership with Labor and Social Affairs (LSA), the technology provider and Mercy Corps is to determine the appropriate digital job matching services that would be appropriate and relevant in a sustainable and inclusive (for all kind of job seekers) way to meet the needs of women and youth from a broad range of education background, skills level and experience. The partnership will focus on both designing and implementing digital job matching services that are more gender sensitive, use appropriate channels of dissemination, take less time, and are secure and less costly. The job matching platform should be easily and efficiently accessible to the poor women (both young and adult), youth (from age 15 to 35), meet the needs of the hiring industries for improved productivity. This activity aims to ultimately enable poor women and youth in Addis Ababa to become more visible to potential employers/better paying jobs and increase their income. |
| 1. **Major Tasks of the organization/Partner** |
| Mercy Corps seeks to contract a job matching technology provider firm with extensive demonstrated experience relating to job matching, digital platforms and Human Resource. Specific tasks include:   1. Revise the existing business model of digital job matching    1. Understand the current job matching services availed within BoLSA and other actors in the market, and its challenges in meeting the needs of the young and adult women and youth;    2. Improve existing job matching services and ~~adapt~~ the new digital job platforms to increase access for the job seekers to employment opportunities;    3. Propose material and human resource needed, structure and recommend sustainable management of the business model for the digital job matching platform. The full business model to be developed should be accessible to both job seekers and employers.    4. Clear indication of how registration of job seekers will efficiently captured and data will be managed centrally;    5. Find and adopt feasible ways to integrate datasets among similar/related platforms initiated by other government and non-government actors so that synergy can be created and maximum reach to target groups can be achieved;    6. The revised business model should also indicate the methodology on how actually all registered job seeker received the job alerts; 2. The service provider will be fully responsible for actual implementation of the new platform in close collaboration with BOLSA   Throughout the process, the digital job matching platform service provider will consult with Mercy Corps team for approval of strategic/major decisions.  N.B: MC strongly expect proposals that clearly indicate how digital job matching platform providers come up with a sustainable & impactful business model that the company will continue collaborating with BoLSA. This is not a onetime service provision, but an entry point for new business opportunity for the selected company! So, MC want to read the incentive package of the private firm (the applicant) involving in this assignment for all applying companies. |
| 1. **Responsibilities of the partner** |
| **Coordination**   During the agreement period, the incumbent company will coordinate and work closely with Mercy Corps focal person (s) and project team leader to share information and receive feedback on technical and programmatic issues and with Mercy corps Ethiopia’s Grants & Compliance focal person for financial performance & compliance issues.   The incumbent company will also participate in a regular coordination/taskforce meeting with Mercy Corps and BOLSA focal persons to timely identify operational bottlenecks and provide enabling environment for the successful implementation of the intervention;  **Deliverables**   Update and revise deliverables based on comments from Mercy Corps management in light of recent developments in the business environment;   Submit all final versions of deliverables on time and within budget. |
| 1. **Time Frame & Location** |
| **A. Time Frame**  The whole work will be completed within one year and six months, commencing In Beginning of November 2020 and will be finalized March 2022.  **B. Location**  The organization will work with Mercy Corps (LI-WAY) in Addis Ababa. |
| 1. **Deliverables** |
| 1. Submit the work proposal document, including the timeline for assessing existing job matching services and proposed business model of newly digital job matching platform for approval to MC by Oct. 31, 2020 2. If short listed based on the set criteria, presentation of proposed initial Business Model by Nov. 15, 2020 for comments and feedback 3. If selected and requested as the candidate, incorporate feedback from MC and submit final proposal to Mercy Corps by Nov. 20, 2020 4. Participate in the discussion/service provider work related meetings, sign MoU with BoLSA, facilitated by MC during the contract period. |
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| 1. **Expected Outcome** |
| The job matching platform will be easily and efficiently accessible to the poor women (both young and adult), youth (from age 15 to 35), meet the needs of the hiring industries for improved productivity. This activity aims to ultimately enable poor women and youth in Addis Ababa to become more visible to potential employers and increase their income |
| 1. **Competencies and Critical Success Factors** |
| A two stage procedure shall be adopted in evaluating the proposal. The technical evaluation shall be carried out first, followed by the financial evaluation. The technical evaluation has 70% and the financial proposal weights 30%. The evaluation items, expectation and maximum score are presented in the table below.   |  |  |  | | --- | --- | --- | | **Evaluation Item** | **Expectation** | **Max Score** | | Understanding of TOR, Proposed Methodology and Product as well as Approach while presenting for the LIWAY team | Interpretation of what the assignment entails, prototype of the proposed business model and the key considerations that should be made to implement it successfully and sustainably. | 30 | | Work-plan | Clear sequencing of activities, time planning, detail monitoring and evaluation plan | 20 | | Prior Experience, Qualification, and capacity of the firm in terms of staff qualifications and experience | A brief of past relevant assignments (in similar technical areas) and academic background and indicating scope, geographic coverage, staff involved, budget, and client (name and contacts) recommendations | 20 | | Financial |  | 30 | |  | Total | 100 | |
| 1. **Application Process:** |
| Interested and experienced service providers/consultants are required to send a brief proposal, an updated CV/profile of consultants that will actually engage in this task & references and all in English is required. Bidders should include full package of trade licenses and Tin Certificate. A complete budget breakdown for the mentioned work should be provided separately till 22nd Oct.2020 5:00pm. The financial proposal should be detailed enough and should include any professional costs, Material costs and relevant administrative and logistic costs related to the work. It should also show the willingness and amount of cost share for the work.   * Technical and financial proposal should be sent to [**tenders@mercycorps.org**](mailto:tenders@mercycorps.org) with reference “ LI-WAY Digital job matching platform”. Applications sent by other email account will not be considered. * Please collect the Tender Package from [**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders) * Mercy Corps reserves the right to cancel the bid   Mercy Corps Ethiopia  Tel: +251-11-110777 Fax: +251-11-110707 |

# 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.

This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract. **SERVICE CONTRACT  
  
Contract No. \_\_\_\_\_\_\_**

THIS SERVICE CONTRACT entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between MERCY CORPS, nonprofit corporation having its office in Addis Ababa, Ethiopia, Yeka Sub-City, Kebele 08, House No. 377; Tel. 011-1-110777,

P. O. Box 14319;

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.

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

**Attachment 2 -Price Offer Sheet template**

**Mercy Corps**

**Supplier Information Form**

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| ***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:   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Price Offer Sheet** |  |  |  | MC Logo Vertical.jpg   |  | | --- | |  | | | **Item Description** | **Quantity** | **Unit of Measure** | **Unit Price** | **Total Price** | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | | **Total before tax:** |  |  |  |  | | **VAT (if applicable)** |  |  |  |  | | **Total:** |  |  |  |  | |  |  |  |  |  | | **Company Name:** |  | | | | | **Name of Representative:** |  | | | | | **Title:** |  | | | | | **Signature:** |  | | | | | **Date:** |  | | | | |  |  |  |  |  | | **Tender #:** |  | | | | |  |  |  |  |  |   ***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.  **---------------------------------------------------------------------------------------------------------------------------------** |

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