# Invitation to Tender

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| **Tender Name: ACSI Digital Readiness Assessment** | | **Tender No: ADD 1181/2021** |
| Location: (City, Country) Addis Abba Ethiopia | Correspondence Language(s):English | |
| **Background:**  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 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 communities. | | |

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| **Tender Package Available from:**  **Feb.11 ,2021** | * **Tender Package Pickup Location:**   Mercy corps Addis Ababa Office, Yeka Sub-City, Kebele 08, House No. 377; around Hayahulet, Tel No. +251-11110777  **OR can be requested sending an email to** [**et-tender-questions@mercycorps.org**](mailto:et-tender-questions@mercycorps.org) |
| **Deadline for Offer Submission:**  **25 Feb.2021, 10:00am** | **Submit proposals to:**  **Mercy corps Addis Ababa office in person**  **OR by P.O.Box 14319 or electronic copy can be sent by**  [**tenders@mercycorps.org**](mailto: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: (Physical location, website and/or email if applicable)  [**et-tender-questions@mercycorps.org**](mailto:et-tender-questions@mercycorps.org) | |
| Last Day for Questions:  (Day / month in letter / year; Time)  Till Feb.20th 2021 | Questions will be answered by: Dadi Gelashe  (Day / month in letter / year; Time)  21st Feb.2021 |
| Questions will be answered through: (Physical location, website and/or email if applicable) email  [**et-tender-questions@mercycorps.org**](mailto:et-tender-questions@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**](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 contracted 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 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:**   * The offeror must be legally registered; and attach renewed Business license. * The offeror must be in good standing with its governing tax authority * Having a satisfactory record of performance and business ethics based on information available to Mercy Corps; * At least ten-year demonstrated leadership and dedicated experience in digital finance, payment systems or electronic payments required. * Working experience in the formulation of strategies in the area of digital financial services and payments at public or private sector level. * Working knowledge of current developments including innovative payment methods (e.g., mobile financial services, pre-paid cards, etc.) essential. * Solid experience in project management, development and facilitation of planning sessions with senior leaders, directors and management. * Solid working knowledge of Ethiopian and East African microfinance and banking sector. * Excellent presentation and representation skills in multicultural contexts. * Ability to work under pressure and meet tight deadlines * Ability to translate complex technical ideas to a non-technical audience in both verbally and in writing. |
| **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.   * CV of consultant(s) assigned and company profile; * Technical Proposals including statement of interest, work plan and well described methodology of the assignment ; * Financial proposal with a detailed breakdown of costs (including all related costs) in USD mentioning the terms of payment; shall be sent separately. * Deliverables outlined in the ToR * An electronic copy of technical and financial proposals separately can be sent to [**tenders@mercycorps.org**](mailto:tenders@mercycorps.org) * Failure to comply with any of the conditions indicated above will result in automatic rejection; * **et-tender-questions@mercycorps.org** can be used for technical questions till 20th February 2021; * Application deadline is February 25th 2021 at 10:00AM and proposals sent after this date will not be considered; * Mercy Corps reserves the right to reject the bid fully or partially.   **Documents to conduct the Technical Evaluation and additional Due Diligence:**   * Company Profile, 2 page max [Required] * References from previous work projects (including contact information) [Required] * Clear sequencing of activities and time planning (Work-plan) * 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. * A breakdown of costs detailing proposed days, taxes and other direct costs related to the assignment   **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 include all related taxes and costs in their offer and Mercy corps Ethiopia office will deduct 15% tax from international consulatants as per the Ethiopian tax law. |
| **3.4 Currency**  Offers should be submitted in: USD  Payments will be made in: USD |

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| **3.5 Tender Evaluation** (**The evaluation criteria are then graded as per the scale and relative weighting outlined in the Tender Package or showed below )**.  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: |
| **Scoring Evaluation**  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criterion are 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 criterion 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 Approach while presenting for the Core Advisor team | Organizations perspective of what the assignment entails and the key considerations that should be made to implement it successfully. | 20 | | Work-plan | Clear sequencing of activities, and time planning | 20 | | Qualification, Experience and capacity of the firm in terms of staff qualifications and equipment | Academic background and A brief of past relevant assignments (in similar technical areas) indicating scope, geographic coverage, staff involved, budget, and client (name and contacts) recommendations | 30 | | Financial Costs | A breakdown of costs detailing proposed days, taxes and other direct costs related to the assignment | 30 |  * The minimum required technical result is 50/70 and if the technical result is less that this minimum score the company will not be evaluated financially. * The Mercy Corps Tender committee will be calling for a pitching session/virtual interview if they find it necessary. |
| **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 financial offeror(s) assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.3, Technical score; and then bidder which scored higher when adding both the technical and financial will be awarded. |
| **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 * ICC (Ineligibility and compliance checking) |

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
* Completion time
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for the contracted period.
* A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7 or by your own template
* 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.

**5. Scope of Work/Technical Specifications**

**5.1 Background**

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| **Project/Consultancy Title:**  **Project Location(s):** | **ACSI -Digital Transformation Readiness Assessment**  Amhara Region, South Wollo and Oromo Zones |

**Background:**

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 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 communities.

**Overview of ACSI**

Amhara Credit and Savings Institution S.C (ACSI) is a micro finance institution operating primarily in the Amhara region. ACSI has been licensed as a microfinance share company in April 1997.ACSI is one of the largest Microfinance Institutions in Ethiopia as well as in Sub Saharan Africa. It has wide branch networks, covering all districts and sub-districts and more than 95% of kebeles1of Amhara Region, the second populous regional state in the country. ACSI provides all major kinds of banking services including voluntary savings, credit services, money transfer, and fund management services. To expand its reach to the community, ACSI is also currently constructing a huge datacenter in support of the digital transformation of the institute.

ACSI and Mercy Corps have successfully collaborated in first phase of the project G4F- Enhancing Market System for Improved Sustainable Livelihoods program that aimed at increasing access to financial products and services in South Wollo and Oromo Zones of Amhara Region.

Building on lessons learned and experiences in the piloting phase, G4F MSD project will scale up approaches that were successful and introduce new approaches to improve and expand digital financial services for Muslim population in the target areas, through the use of technology, such as Mobile and Agent Banking, and further customization of interest-free financial products to mobile banking agents.

**Purpose / Project Description:**

Mercy Corps has been sub-granted by international NGO Farm Africa to provide technical assistance to Amhara Credit and Saving Institution S.C(ACSI). The technical assistance will comprise market systems strengthening activities for financial services, in South Wello and Oromo Zones of Amhara Region. In July 2020, Mercy Corps began implementation of the Costed Extension activity for the Financial Inclusion market system project Mercy Corps in partnership with FARM Africa. The project will focus Building on ACSI’s systems and facilities of delivering a range of Interest-free financial products through dedicated Interest-free Finance Windows, it is important to further strengthen the Interest Free Unit to have business growth vision with clear targets and milestones for scaling and growing the Products offering in different Woredas of Amhara regions.

The general objective of the engagement is to assess ACSI’s digital transformation readiness and to develop appropriate digital financial service strategy for the institution. The strategy will support the institution from traditional microfinance service towards digital financial services after taking into consideration the various key elements in the institution’s environment and considering the peculiarities that exist in the political, economic, socio-cultural, and technological landscape as well as current changes in the policy and regulatory context in Ethiopia.

**Consultant Objectives:**

The consultant shall be required to undertake all such tasks to render requisite services and make available such resources as may be required for the successful completion of the engagement. Specifically, the objectives of the engagement include:

* Assess the country's as well as East African Banking financial services industry in terms of digital financial service in order to know the position of the institution.
* Conduct internal ACSI gap analysis with regards to Digital Financial Service performance and strategy
* Develop digital financial service strategy and implementation plan that could gradually move the institution from branch-based financial services towards digital financial services.
* Create awareness for managerial as well as non-managerial staff of the institution on digital financial service strategy in order to make the strategy practical.

The scope of the consultancy service ranges from developing a comprehensive strategy for provision of digital financial services that could be implemented by ACSI.

**Activities of the TA assignment:**

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| **Activity** | **Deliverables** | **Total Days per deliverable** |
| * Assess the current scenarios of the institution for digital financial services readiness such as capabilities, market dynamics, customer readiness, and regulatory environment. * Explore the value and opportunity of digital financial service in the future financial services industry as well as for the institution. * Conduct internal and external organizational review to understand the digital financial service performance of the industry in general and of the institution in particular. * Review the institution’s current digital financial service experience vis-à-vis global and local best experience in order to understand the existing gaps. * Identify digital financial services’ core challenges and means to overcome the challenges. * Identify driving forces for digital financial services. | Inception report  Digital readiness assessment report |  |
| * Co-create and formulate the digital financial services strategy for ACSI utilizing a structured approach to cover:   + Review the digital readiness assessment report to diagnose the current digital strategic position   + Define the Mission, Vision and Values at the core of digital strategy and the key objectives to be achieved   + Formulate the digital strategy. Set long-term vision and short-term execution plan of the digital financial service of the institution.   + . Identify the main digital opportunities including digitizing delivery channels, products, processes, or user engagement   + Identify the benefits for the customers and the impact on their interaction with and experience of SMFI   + Design high-level business case. Set annual targets from 2019- 2025 on key performances in digital financial service and project customers interaction with the institution’s channel.   + Develop a detailed implementation plan   + Identify potential risks and develop risk mitigation strategy in digital financial services * Develop the roadmap to digitization and prioritize the digital opportunities that have been identified * Identify gaps in the market and technical knowledge. * Present the digital transformation strategy to ACSI’s board and senior management team. | Digital transformation strategy  Comprehensive rollout plan for digital financial service strategy |  |

**Timeframe / Schedule and Location:** The technical assistance project is expected to start in mid- March 2021 up to May -April 2021 (3 months). The consultancy will work with ACSI in the Amhara region and national financial market systems. The location of the assessment will be Bahir Dar, ACSI South Wollo and Oromo Zones and Addis Ababa.

**The Consultant will report to:** MercyCorps Ethiopia, Director of Programs

**The Consultant will work closely with:**The lead expert will closely work with CEO of ACSI and will coordinate his/her activities with G4F Project Manager. The lead expert will keep the parties informed on the progress of the Technical Assistance Assignment and discuss any challenges s/he is facing. During the consultancy period, the consultants coordinate and work closely with ACSI and its relevant stakeholders to share information and receive feedback. This could include organizing meetings and discussions among ACSI Board of Directors and Management Team, Association of Ethiopian Micro Finance Institutions, technology providers, regulators and policy makers, mobile banking agents and Mercy Corps management.

**Administrative information**

ACSI will be providing the necessary logistics support, namely the training infrastructure in terms of projectors, workstations, training room, training materials (and stationeries), local transport during working hours, access to phone lines, internet and photocopying facilities. ACSI will be providing all the necessary documents and promptly and timely response to the TA Operator.

**Expert profile**

* At least ten-year demonstrated leadership and dedicated experience in digital finance, payment systems or electronic payments required.
* Working experience in the formulation of strategies in the area of digital financial services and payments at public or private sector level.
* Working knowledge of current developments including innovative payment methods (e.g., mobile financial services, pre-paid cards, etc.) essential.
* Solid experience in project management, development and facilitation of planning sessions with senior leaders, directors and management.
* Solid working knowledge of Ethiopian and East African microfinance and banking sector.
* Excellent presentation and representation skills in multicultural contexts.
* Ability to work under pressure and meet tight deadlines
* Ability to translate complex technical ideas to a non-technical audience in both verbally and in writing.

**Instructions for the technical and financial proposal**

Technical and Financial Proposal Standard Forms shall be used for the preparation of the Proposal according to the instructions provided in the bidding documents of the Request for Proposal (RFP). The potential TA Operator should prepare a budget based on the proposed methodology and resources required for the assignment. It shall indicate full fees requested together with per diems and transport cost. USD is the currency to be used in the financial proposal and the currency in which the contract will be paid. Following the selection of competent applicant, the detail terms and conditions of agreement will be outlined in the MC contract of agreement with the consulting firm and see the sample below.

# 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  
  
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 March 10 and, unless earlier terminated in accordance with Section 11, has an end date of May 10,2021. The individual due dates of each deliverable are as follows:   |  |  |  | | --- | --- | --- | | **Deliverable #** | **Deliverable Description** | **Deliverable Due Date** | | Inception Report |  | March 15,2021 | | Digital readiness assessment report |  | April 20,2021 | | Digital transformation strategy |  | May 10,2021 | | Comprehensive rollout plan for digital financial service strategy |  | May 20,2021 | |
| **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** | | Upon signing contrcat |  | 40% |  | | Inception Report |  | 10% | | Digital readiness assessment report |  | 20% |  | | Digital transformation strategy  Comprehensive rollout plan for digital financial service strategy |  | 30% |  | |
| **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**: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the “Termination Notice Period”)

**SCHEDULE II**

**Donor Terms**

**Annex XX - Other Contract Provisions Required by Law or MC’s Donor**

Mercy Corps has received funding from the Swedish International Development Cooperation Agency - SIDA, designated herewith as the Donor. Mercy Corps, in accordance with the Donor regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

**Liability/Indemnity**

Under no circumstances nor for any reason whatsoever will the Donor be held liable for damages as a result of the work pursuant to this Contract.

**Right of Access/ Audit**

1. The Contractor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.
2. The Contractor will allow Mercy Corps or the Donor (or any other organisation authorised by the Donor) access to the location where the Contractor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

**Confidentiality**

The Contractor acknowledges that Mercy Corps has reporting obligations to the Donor.  Accordingly, the Contractor consents to Mercy Corps sharing information about the Contractor or the Services with the Donor as required.

**Anti-corruption**

The Parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps’ Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

Mercy Corps recognizes that in complying with this Clause, the Contractor is not expected to risk life, limb or freedom.

**Principal of Ethical Procurement**

The Contractor acknowledges that Mercy Corps must comply with the Donor’s principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labour, and the respect of basic social rights and working conditions based on international labour standards.

**Safeguarding**

The Contractor acknowledges that, under the Donor Contract, the recipients of funds are required to have robust safeguarding policies including anti-human trafficking, child protection, sexual exploitation and abuse, and harassment. Mercy Corps reserves the right to ask for the relevant policies and mechanisms to adhere to these. The Contractor agrees to immediately report to Mercy Corps any credible evidence of trafficking in persons or exploitation that involve funds or resources provided. The Contractor may use Mercy Corps’ integrity hotline to report any such events ([mercycorps.org/integrityhotline](http://mercycorps.org/integrityhotline)). The Contractor shall inform its staff that they can report any wrongdoing related to this Contract to the integrity hotline without any risk of retaliation.

**Anti-terrorism**

The Contractor will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism.

The Contractor is responsible for taking all appropriate precautions and institute all procedures necessary to prevent any portion of the Donor funds from being so used. The Contractor shall screen its suppliers and contractors financed through this Agreement to ensure that such parties are not included in the EU Sanctions List ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)).

If, during the course of this Agreement, the Contractor discovers that any funds have been made available to, or for the benefit of, any persons, groups or entities who fall under the scope of the EU Sanctions List, it must inform Mercy Corps immediately through the link [mercycorps.org/integrityhotline](http://mercycorps.org/integrityhotline).

**Cancelation of the Contract**

If any illegal or corrupt practices were or are committed in the award or execution of this Contract, , including if any offer, gift, payment, contribution or benefit of any kind was accepted as an inducement or reward for the award or execution of this Contract, this Contract will be cancelled with immediate effect, in which case Mercy Corps will return to the Contractor any items delivered and the Contractor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed). 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**

**Attachment 2 -Price Offer Sheet template**

**Mercy Corps**

**Supplier Information Form**

***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**

|  |  |
| --- | --- |
| **Documents** | |
| Legal Business Registration |  |
| Latest Tax Registration Certificate |  |
| Company Profile, cover letter |  |
| References from previous work projects |  |
| Technical and Financial proposal separately |  |
|  |  |
|  |  |
|  |  |
|  |  |

**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.

**---------------------------------------------------------------------------------------------------------------------------------**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **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 #:** |  | | | |
|  |  |  |  |  |