# Invitation to Tender

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| **Tender Name: IT service provision for 8028 IVR/SMS expansion to Somali language Livestock and Irrigation crop extension and advisory Service** | **Tender No: ADD 1335/2021** |
| Location: Addis Ababa, Ethiopia | Correspondence Language(s): English |
| Brief Summary Description of Project: With the aim of providing an updated agricultural extension advisory to the remotely located rural smallholder farmers with very small level human involvement and quickly disseminate information to a larger scale with very small cost, ATA designed and developed an Interactive Voice Response and Short Message Service (IVR/SMS) platform and implemented it in collaboration with the Ministry of Agriculture and Livestock Resources, Ethiopian Institute of Agricultural Research, and Ethio Telecom. This platform named “8028 Farmers Hotline” can be accessed by calling the short code 8028 without any payment. The new approach of providing information and sharing of knowledge with the smallholder farmers renovate the old ‘door to door’ extension service which is proven to be time-consuming and ineffective for the remotely located rural farmers of Ethiopia. ‘8028 Farmer Hotline’ is Ethiopia’s first agricultural hotline which seeks to support sustainable agriculture by empowering smallholders with access to agronomic best practices. Thus, the 8028-hotline service could be taken as a good means of revolutionizing the way smallholder farmers access vital information. |

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| **Tender Package Available from:****17th June 2021** | **Tender Package Pickup Location:** **(Mercy corps Addis Ababa office** , Yeka Sub-City, Kebele 08, House No. 377; Hayahulet, Afro Building, Tel. No. +251-11-110777, AND all prospective bidders can access from <https://www.mercycorps.org/tender> |
| **Deadline for Offer Submission:** **30th June 2021** | **Submit Offers to:****Mercy corps Addis Ababa office**, Yeka Sub-City, Kebele 08, House No. 377; Hayahulet, Afro Building, Tel. No. +251-11-110777, P.O.Box 14319 Addis Ababa OR to **tenders@mercycorps.org** |

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

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| **Questions and Answers (Q&A)** |
| If any, Submit Questions in writing to: et-tender-questions@mercycorps.org |
| Last Day for Questions:26th June 2021 | Questions will be answered by:27th June 2021 |
| Questions will be answered through: <https://www.mercycorps.org/tender> |

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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.

* *Any form of exploitation, abuse, human trafficking or internal sexual misconduct*

Mercy Corps requires its partners to adhere to its Safeguarding policies including the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at https://www.mercycorps.org/who-we-are/ethics-policies). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. Mercy Corps will not engage with a company that is found to be in violation of these policies

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

[**http://mercycorps.org/integrityhotline**](http://mercycorps.org/integrityhotline)

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

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

**2.2 Tender Basis:**

* All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
* No respondent should add, omit or change any item, term or condition herein.
* If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
* Each offeror may make one response only.
* Each offer shall be valid for the period of [180 days] from its date of submission.
* All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
* Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
* Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
* This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of 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 **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
* Being an eligible business under the Ethiopian laws and regulations; and attach renewed Business license.
* Being in good standing with any Ethiopian taxation or legal authority; and which can submit Value Added Tax (VAT) registration and Tax Identification Number (TIN) certificate.
* Having a satisfactory record of performance and business ethics based on information available to Mercy Corps
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| **3.3 Tender Submittals**Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer. **Documents supporting the Eligibility Criteria:*** Legal Business Registration
* Latest Tax Registration Certificate (TIN AND VAT)
* Company Profile, 2 page max [Required]
* References from previous work projects (including contact information) [Required]
* Detailed work plan
* CVs,
* Financial proposal with a detailed breakdown of costs (including all related costs) in Birr mentioning the terms of payment;
* Technical proposal should be detailed enough

The Service Provider shall comply and fulfil all the following mandatory requirements and competencies:* Minimum of six-year experience designing, implementing, IVR and SMS solutions in Ethiopia
* Minimum of six years Value Added Service (VAS) License
* Minimum of six years proven experience in providing management, maintenance, and support services of Free switch based IVR System having at least 200 voice ports in Ethiopia.
* Minimum of six years proven experience in providing SMS management and support service connected locally with Ethio Telecom’s SMS Center Infrastructure
* Minimum of six years proven experience in providing Web management and support services on Ubuntu environment in a local setting using local Public IP address and internet connection from Ethio Telecom
* Proven experience in developing Free switch based IVR application that runs on Ethio Telecom E1 line infrastructure
* Proven experience developing IVR Survey Application that runs on Ethio Telecom E1 line infrastructure
* Proven experience developing SMS Survey Application that runs on Ethio Telecom infrastructure
* Proven experience developing IVR Help Desk Application that runs on Ethio Telecom E1 infrastructure
* Proven experience in developing SMPP 3.4 based SMS application that is compatible Ethio Telecom infrastructure
* Proven experience in developing web application that runs on node.js web server
* Proven experience using Adhearsion telephony platform
* Proven experience using Free switch telephony platform
* Proven experience using Ruby programming language
* Proven experience using multi-tiered MySQL Server database
* Proven experience using SMPP 3.4 protocol on Ethio Telecom SMS Center
* Proven experience implementing projects using the following Java frameworks and technologies: Bootstrap, node.js, require.js, Marionette, Bluebird.js, Sequelize, Coffee Script, and backbone.js and Angular.js.
* Project Team Composition
* The Project Team shall be comprised of Project Manager, Application developer, Web and database application developer, System and Database Administrator, Quality assurance engineer and prior experience on implementation of 8028(Plus)

**Project manager*** At least 10 years of experience in software development and software project management in Ethiopia.
* At least five web and/or mobile based application project management experience in Ethiopia out of which three of them are related to the agriculture sector of Ethiopia.
* At least three IVR application project management experience in Ethiopia.
* At least five SMS application project management experience in Ethiopia.
* Minimum Msc degree in computer science or information science.

**Application developer*** At least 5 years of experience in developing IVR and SMS applications
* Experience in developing a national application compatible with telecom E1 and SMSC of ethio telecom
* Minimum of BSc degree in computer science, information science or electrical engineering
* **Web and database application developer**
* At least 5 years of experience in developing web and database application
* Software (web/mobile based application) development experience in Ubuntu OS and MySQL environment
* Minimum BSc degree in computer science, or information science

**System and Database Administrator*** At least 5 years of experience in administering database application and telecom infrastructure
* Experience in administering and providing support in web application, database and telecom infrastructure
* Minimum BSc degree in computer science, or information science

**Quality Assurance and Trainer*** At least 3 years of experience in software quality assurance
* Hands on experience in software application training
* Minimum BSc degree in computer science, or information science

**Language Experts or Professionals** * Two experts with at least a first degree in any social science field and at least three years of experience in IVR or Radio presenter. One of the experts should know Somali language in addition to Amharic and English.

**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 VAT and customs duties in their offer. |
| **3.4 Currency** Offers should be submitted in: ETBPayments will be made in: ETB |

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| **3.5 Tender Evaluation (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:

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| **Point** | **Rationale** |
| 0 | Not acceptable; has not met any part of the specified criteria |
| 1-4 | Has met only some minimum requirements and may not be acceptable |
| 5 | Acceptable |
| 6-9 | Acceptable; has met all requirements and exceeds some |
| 10 | Acceptable; has exceeded all requirements |

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| **Priority** | **Name of criteria** | **Score/70 pts**  |
| 1. | **Qualifications and competence of the key professional staff engaged in the consultancy service:** |  |
|  | **Project Manager:**At least 10 years of experience in software development and software project management; At least two national IVR project management experience, within experience in agriculture sector; At least two national SMS project management experience, within experience in agriculture sector; and Minimum MSc degree in computer science or information science  | 10 |
|  | **IVR/SMS Application developer:** At least 5 years of experience in developing IVR and SMS applications; Experience in developing IVR/SNS application compatible with ethio telecom E1 and SMSC engineering; and Minimum of BSc degree in computer science, information science or electrical engineering  | 9.5 |
|  | **Web and database application developer:** At least 5 years of experience in developing web and database application; Software development experience in Ubuntu OS and MySQL environment Minimum BSc degree in computer science, or information science  **Language Experts or Professionals** Two experts with at least a first degree in any social science field and at least three years of experience in IVR or Radio presenter. One of the experts should know one of the following local languages (Afar, and Somali) in addition to Amharic and English. | 8.5 |
|  | The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:  |  |
|  | **Total points for criterion (1):**  | **28** |
| **2.**  | **Adequacy of the proposed methodology and work plan** **in responding to the Terms of Reference:**  |  |
|  | Technical approach and methodology  | 10 |
|  | Work plan  | 7 |
|  | Organization and staffing  | 4 |
|  | **Total points for criterion (2):**  | **21** |
| **3.**  | **Specific experience of the Service provider’s relevant to the assignment:**  |  |
|  | **Total points for criterion (3):**  | **14** |
| **4.** | **Suitability of the transfer of knowledge (training) program:** |  |
|  | Training approach and methodology  | 2 |
|  | Qualifications of experts and trainers  | 1.5 |
|  | **Total points for criterion (4):**  | **3.5** |
| **5.** | **Participation by Ethiopians among proposed key staff** |  |
|  | **Total points for criterion (5):**  | **3.5** |
| **Total Points for the Five Criteria (1+2+3+4+5)**  | **70 pts** |
| Financial | **30 %** |
| Total | **100%** |

.Technical Proposals that fail to meet the minimum score of 50 and below will be deemed not technically correct/compliant and these financial proposals will not be opened |
| **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- **Fill out the information which are requested in the supplier information form**. **The supplier information form is attached in this bid document.**
* Supplier’s facility visits
* Determination of relations and affiliations between offerors
* Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform
* Ineligibility and compliance checking (RPS)
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# 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 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***

[Mercy Corps Procurement department to adjust content based on country context and nature of procurement]

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

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

# 5. Scope of Work/Technical Specifications

**5.1 Background**

**Terms of Reference for 8028 IVR/SMS to Somali language Livestock and Irrigation crop extension and advisory Service Expansion**

May/2021

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# Executive Summary

With the aim of providing an updated agricultural extension advisory to the remotely located rural smallholder farmers with very small level human involvement and quickly disseminate information to a larger scale with very small cost, ATA designed and developed an Interactive Voice Response and Short Message Service (IVR/SMS) platform and implemented it in collaboration with the Ministry of Agriculture and Livestock Resources, Ethiopian Institute of Agricultural Research, and Ethio Telecom. This platform named “8028 Farmers Hotline” can be accessed by calling the short code 8028 without any payment. The new approach of providing information and sharing of knowledge with the smallholder farmers renovate the old ‘door to door’ extension service which is proven to be time-consuming and ineffective for the remotely located rural farmers of Ethiopia. ‘8028 Farmer Hotline’ is Ethiopia’s first agricultural hotline which seeks to support sustainable agriculture by empowering smallholders with access to agronomic best practices. Thus, the 8028-hotline service could be taken as a good means of revolutionizing the way smallholder farmers access vital information.

The Hotline utilizes mobile and landline telephones to transfer pertinent and relevant information to smallholders. Comparing this technology to that of the other systems and the traditional extension services, the system enables users to standardize information without influence of human error and it has been properly tested and implemented in one or other forms internationally. Besides, the use of 8028 Farmers Hotline IVR/SMS system has grown considerably over the past four years, with the service reaching several major milestones that include surpassing 49 million calls, 5.4 million registered callers, and over 2 million alerts over the past six years in the areas program implemented.

8028 farmers hotline has been working in providing agronomic advisory on selected crop types in four main regions of Amhara, Oromia, SNNPR and Tigray regions. Nowadays the 8028 Farmers hotline project team has planned to extend its advisory service to Somali regions where livestock is the main livelihood source but accessing dependable extension service is not easy due to their nomadic nature.

Over the last 7 years, this platform helped a number of farmers in the highland parts of the country to access real-time information. Learning from the success of the ATA efforts in the highland part of the country, Mercy Corps in collaboration with ATA planned to scale out the platform Somali region during the first round of the implementation and based on first round success will scale out to the Afar region. The first round intervention will focus on creating access to information on livestock and irrigation crops for the smallholder producers.

This 8028 Farmers hotline scale up activity incorporates activities of livestock and irrigated crops advisory service delivery and reaching to Somali region. Thus, such an easy system of introducing the farmers to best practices livestock would certainly advance the productivity of the remotely located Pastoral and Agro-pastoral HHs.

# Background

## 1.1 Overview of ICT Supported Program

Information, data, and research are essential components necessary to inform and fuel transformational change. Information and data, in all their forms, are the pivotal commodities that inform the identification and prioritization of interventions and deliverables. The availability of objective data is integral for policy and decision-makers to make informed decisions and course-correct based on the information they have at hand. At the smallholder farmer level, locally and context-specific information is vital to ensure that the investments made on each plot of land are those that will yield the greatest returns.

On both ends of the spectrum, access to relevant and pertinent information is critical in promoting growth and productivity. Without access to this type of information, progress is susceptible to stagnation. The ICT program has been identifying and implementing innovative approaches to collect and share information across a wide range of actors. The government of Ethiopia is fully aware of the role ICTs play in developing the sector and how adapting these ICTs can bring about dynamic change in the agriculture sector. Based on international best practices, there has been a major shift to integrate ICTs in agriculture development as facilitating tools to enhance the lives of smallholders. As such, ICT is playing a greater role to stimulate agriculture, enhance food security and support rural livelihoods.

## 1.2 Overview of ATA’s 8028 Farmers Hotline Service

The 8028 Farmers’ Hotline is a system designed to provide agronomic best practices to smallholder farmers via mobile and landline phones. Having started its operation as a small system in 2014, it has currently five big components by gradually growing to become a big system. It is typically known for its accessibility, auto attendant and wider reach. Anyone who can have access to any kind of telephone apparatus can be connected to the system and get the livestock and agronomic information for irrigation based crops easily. Users of the system are required neither to have sophisticated technical skills nor advanced tools or services such as computer, smart phone, internet, or others to access the information available in the system. Since 8028 Farmers Hotline System is an Auto-attendant that acts as a human operator, it completely replaced human operation by providing callers with the required information from the archived data placed on the server by pressing their mobile key menus. As it does not require human interaction, it can be available for its users 24 hours a day, 7 days a week, and 365 days a year.

The Hotline has a wider reachability that the system can handle 210 simultaneous incoming and outgoing calls at a time and have the capability of sending bulk SMS from a web interface. Currently the system is equipped with voice menu prompts through five local languages (Amharic, Affan Oromo, Tigrigna, Sidamigna, and Wolaytigna) that guide the user throughout connection time. Moreover, the 8028 farmers Hotline can be connected to the Local Area Network (LAN) enabling administrators to monitor and configure the system via his/her device. Overall, 8028 farmers hotline has the benefits of easy accessibility, availability, and easiness to use. In the meantime, many efforts are underway to expand or upgrade the system to accommodate more users with many new features pertinent with the next new generation beyond the existing farming community that suffers with information availability that include the expansion planned to include Somali language to address the need of the pastoral/agro pastoral communities.

With its automated hotline, the system disseminates a best practice of selected livestock and irrigation crops along the value chain. As of June 2020, it had received a total of 44.3 million phone calls and hosted nearly 5.1 million registered callers. It also became possible to expand and operationalize the IVR helpdesk to 186 ACC woredas in the four regions (Amhara, Oromia, Tigray and SNNP). 8028 Farmers Hotline currently has seven separate advisory dashboards incorporated within: General, Rainfed, Irrigation, Helpdesk, Survey Livestock, and COVID 19 advice.

The 8028 Farmers Hotline IVR/SMS system’s main objective is to ensure that smallholders have real-time and immediate access to pertinent agronomic information, which will help them to make more decisions that are informed on their farming practices. ‘8028 Farmer Hotline’ is a system that delivers information directly to farmers through mobile phones and offers advisory service in a timely fashion.

To use the already developed experience and system to reach the pastoral community, Mercy Corps in collaboration with ATA would like to expand the 8028 based advisory and extension service to Somali region/language to address the needs of the pastoral community.

# General Objective

The general objective of this service is providing Livestock and Irrigation crops extension and advisory Service in Somali region by Developing and Upgrading the existing 8028 Livestock and irrigation crop content, translating to local language (Somali Language) and Uploading to the system and finally provide the service to the pastoralist community of Somali region.

## Specific Objective

* Provide the development telecom and upgrade the IVR/SMS System to handle additional one Language on the 8028 Livestock and irrigated crop extension and advisory service;
* Provide the upgrading service on the 8028 IVR/SMS system and modify the HHI (Household Irrigation) Crop contents and adding Somali Language to provide the advisory service for the Pastoralist community of the Somali region.
* Administer and Manage the IVR/SMS System with special focus to the Livestock and irrigated copr service and assist in managing Ethio telecom related activities if there is any.

# Scope of Work

The Mercy Corps in collaboration with ATA would like to hire a service provider that specializes in developing, maintaining, and uploading of recorded contents on the IVR/SMS system. This ICT service provider is expected to manage, upgrade, and support the ATAs existing IVR/SMS system and provide the following services in the coming one year.

IVR Livestock and Irrigated crop System Upgrade, and Integration

* Currently the 8028 IVR system provide information for Livestock on Dairy, Fattening, Improved Household Poultry, Small Scale Poultry and Apiculture. The task is to prioritize and incorporate additional activities of Camel and Goat Husbandry and Production (Milk, Meat and Fiber) into the livestock advisory system. In addition, incorporating a prioritized irrigation crop advisory system. This includes updating the 8028 Dashboards, and insertion of additional Features to the system;
* New location data must be incorporated into the system to better represent the caller's location. Hence, it is important to make 8028 system support the newly added Somali region including the Zonal and Woreda level administrations into the system. The task includes - Updating IVR Profile Registration, Update Widgets on the dashboard, updating Dashboards with the new region location data and Upgrade the existing Web application;
* Adding a language to 8028 affects all aspects of the IVR and SMS system. This requires modifying 8028 IVR application, SMS Application, Survey and Web Application. The language filters will be added on each web module and reports. Dashboard items and widgets will also be updated accordingly;
* Develop 8028 Advisory System Web Portal in Somali language: - the web portal shall provide agronomic and Livestock advisory in text format. Information shall be categorized by topics and menus. Advisory text can also be associated with pictures and videos. Web portal shall have built in content management module where administrators can add, edit and delete text, pictures and videos. The system shall also display latest news and publications, which is relevant for Farmers and DA community.

## Other Service Considerations

* Provide translation, recording, and editing service of designed audio messages for Livestock and selected irrigation crops IVR Content in Somali language and upload to the system;
* Administration and Support of 8028 System (12 months) and assist network team of ATA in troubleshooting Ethio telecom related issues.

# Budget and Logistics

The Service Providers will be responsible for all expenses related to this assignment unless these expenses are explicitly indicated as Mercy Corps Expenses. On the other hand, the service provider must submit an appropriate budget (financial proposal) for all costs related to the assignment.

# Project Management Supervision or Oversight

**T**he IT service provider will be expected to report directly administratively to Mercy Corps Senior Operations managers, and technically to RiPA Component three-team lead and ATA IVR/SMS project officer, the ICT Team Lead, and the ICT in Agriculture Director and relevant stakeholders on a regular basis. The IT service provider is expected to provide quarterly progress reports of completed and pending activities.  The service provider will be expected to report on a regular basis for the duration of the service to the Director of the ICT in Agriculture Services Program. Monthly and quarterly meeting with the 8028 IVR/SMS team members on the new developments of the activities is mandatory. Meetings may increase in frequency. In addition, members of relevant MC and ATA teams may accompany the Service provider(s) on meetings and presentations to the higher-level management members of MC, ATA and other stakeholders. The MC component three team leader and ATA IVR/SMS project officer will be responsible to communicate the Service provider on the daily basis. The final output produced from this engagement will be the property of the ATA.

# Deliverable

The main deliverables of the assignment are:

* Completed the development of livestock and irrigation crops for pastoralist/agro pastoralist communities (as a separate module) and conduct a testing before integrating these modules to 8028 Farmers’ Hotline platform.
* Regularly and timely updated IVR system and make the system user friendly by incorporating features based on the request of the users from the newly added regional state of Somali and recommendations given from IT service providers.
* Widen the functionality of the system by adding new features to the IVR system and build a basket of data that includes Livestock and Irrigation with specific focus to the Somali region of Ethiopia.
* Regularly and timely checking of the system and provision of request-based maintenance services to maximize the delivery of Livestock advisories to the Pastoralist communities of Somali Region.
* Monitor the upload and dissemination of the content with the project team members and take corrective measures whenever there is misplacement, or a problem occurs.

# Software Ownership and Rights in Technical Data

As ATA’s 8028 Farmers’ Hotline is an application software which is specifically and exclusively designed for the ATA system, it will continue to be the property of ATA, and the upgrade which is going to be undertaken on it shall be delivered together with the source code, and all applicable documentation. To protect the interest of ATA the source code will be held in escrow through the completion of the contract. ATA shall have the right to modify the ATA-specific application software, modification of which voids any remaining warranty or liability associated with the software modified. Any liabilities for software not modified shall not be void. Service provider shall present a list of all ATA-specific application software for review and approval by ATA at the System Design Review. In no event shall the Service provider patent, copyright, or assume any other such ownership rights with respect to ATA-specific application software. Without limiting the generality of the foregoing, the Service provider shall retain all rights to proprietary information held by the Service provider prior to execution of the Agreement and subsequently used by the Service provider in the performance of the work under this Request for Proposals. Proprietary information includes “trade secrets” as defined in the RFP as well as all intellectual property for which the Service provider holds a current patent or copyright recognized under Ethiopian law.

# Confidentiality / Non-Disclosure Agreement (NDA)

The bidder (and its employees) shall not, unless the ATA gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by ATA, in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees or the third party engaged by the bidder will maintain strict confidentiality.

The bidder, its employees and agents shall not without prior written consent from the ATA make any use of any document or information given in the SMS, except for purposes of performing the contract award. In case of breach, the ATA shall take such legal action as it may be advised. Successful bidder will have to sign the Non-disclosure Agreement with ATA.

# Duration of the Consultancy

Initial long-term agreement (LTA) will be signed for one year with provision of further extension of another year with the same terms and conditions. There will be no price escalation during the contract period.

**LOCATION:** Addis Ababa

## Termination

The Client may terminate the Framework Agreement by serving written notice on the Service Provider with effect from the date specified in such notice: - where the Service Provider commits a Service default and: -

The Service Provider has not remedied the Service Default to the satisfaction of the Client within 14 days, or such other period as may be specified by the Client after issue of a written notice specifying the Service Default and requesting it to be remedied; or the Service Default is not, in the reasonable opinion of the Buyer, capable of remedy.

The Client shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three months written notice to the Service Provider.

## Dispute Resolution

The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement. Within seven (7) days of either Party notifying the other of a dispute the persons identified above shall meet to try and resolve the dispute.

## Law and Jurisdiction

Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Ethiopian laws.

#  Mandatory Competencies and Qualifications

The Service Provider shall comply and fulfil all the following mandatory requirements and competencies:

* Minimum of six-year experience designing, implementing, IVR and SMS solutions in Ethiopia
* Minimum of six years Value Added Service (VAS) License
* Minimum of six years proven experience in providing management, maintenance, and support services of Free switch based IVR System having at least 200 voice ports in Ethiopia.
* Minimum of six years proven experience in providing SMS management and support service connected locally with Ethio Telecom’s SMS Center Infrastructure
* Minimum of six years proven experience in providing Web management and support services on Ubuntu environment in a local setting using local Public IP address and internet connection from Ethio Telecom
* Proven experience in developing Free switch based IVR application that runs on Ethio Telecom E1 line infrastructure
* Proven experience developing IVR Survey Application that runs on Ethio Telecom E1 line infrastructure
* Proven experience developing SMS Survey Application that runs on Ethio Telecom infrastructure
* Proven experience developing IVR Help Desk Application that runs on Ethio Telecom E1 infrastructure
* Proven experience in developing SMPP 3.4 based SMS application that is compatible Ethio Telecom infrastructure
* Proven experience in developing web application that runs on node.js web server
* Proven experience using Adhearsion telephony platform
* Proven experience using Free switch telephony platform
* Proven experience using Ruby programming language
* Proven experience using multi-tiered MySQL Server database
* Proven experience using SMPP 3.4 protocol on Ethio Telecom SMS Center
* Proven experience implementing projects using the following Java frameworks and technologies: Bootstrap, node.js, require.js, Marionette, Bluebird.js, Sequelize, Coffee Script, and backbone.js and Angular.js.
* Project Team Composition
* The Project Team shall be comprised of Project Manager, Application developer, Web and database application developer, System and Database Administrator, Quality assurance engineer and prior experience on implementation of 8028(Plus)

**Project manager**

* At least 10 years of experience in software development and software project management in Ethiopia.
* At least five web and/or mobile based application project management experience in Ethiopia out of which three of them are related to the agriculture sector of Ethiopia.
* At least three IVR application project management experience in Ethiopia.
* At least five SMS application project management experience in Ethiopia.
* Minimum Msc degree in computer science or information science.

**Application developer**

* At least 5 years of experience in developing IVR and SMS applications
* Experience in developing a national application compatible with telecom E1 and SMSC of ethio telecom
* Minimum of BSc degree in computer science, information science or electrical engineering
* **Web and database application developer**
* At least 5 years of experience in developing web and database application
* Software (web/mobile based application) development experience in Ubuntu OS and MySQL environment
* Minimum BSc degree in computer science, or information science

**System and Database Administrator**

* At least 5 years of experience in administering database application and telecom infrastructure
* Experience in administering and providing support in web application, database and telecom infrastructure
* Minimum BSc degree in computer science, or information science

**Quality Assurance and Trainer**

* At least 3 years of experience in software quality assurance
* Hands on experience in software application training
* Minimum BSc degree in computer science, or information science

**Language Experts or Professionals**

* Two experts with at least a first degree in any social science field and at least three years of experience in IVR or Radio presenter. One of the experts should know Somali language in addition to Amharic and English.

#  Selection Criteria and method

The selection method is **Quality Cost Based Selection Method** and selection criteria for potential applicants will be based on two major issues namely technical and financial proposals. The total marks for the RFP is 100 with a ratio of 80 points for technical proposal and 20 points for financial proposal. First evaluation stage is the Technical evaluation, after the technical evaluation, only the Financial Proposals of IT service providers that meet the minimum score mark in the technical proposal will be considered.

Technical Proposals that fail to meet the minimum score of 70 will be deemed not technically correct/compliant and these financial proposals will not be opened.

|  |  |  |
| --- | --- | --- |
| **Priority** | **Name of criteria** | **Score/70 pts**  |
| 1. | **Qualifications and competence of the key professional staff engaged in the consultancy service:** |  |
|  | **Project Manager:**At least 10 years of experience in software development and software project management; At least two national IVR project management experience, within experience in agriculture sector; At least two national SMS project management experience, within experience in agriculture sector; and Minimum MSc degree in computer science or information science  | 10 |
|  | **IVR/SMS Application developer:** At least 5 years of experience in developing IVR and SMS applications; Experience in developing IVR/SNS application compatible with ethio telecom E1 and SMSC engineering; and Minimum of BSc degree in computer science, information science or electrical engineering  | 9.5 |
|  | **Web and database application developer:** At least 5 years of experience in developing web and database application; Software development experience in Ubuntu OS and MySQL environment Minimum BSc degree in computer science, or information science  **Language Experts or Professionals** Two experts with at least a first degree in any social science field and at least three years of experience in IVR or Radio presenter. One of the experts should know one of the following local languages (Afar, and Somali) in addition to Amharic and English. | 8.5 |
|  | The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:  |  |
|  | **Total points for criterion (1):**  | **28** |
| **2.**  | **Adequacy of the proposed methodology and work plan** **in responding to the Terms of Reference:**  |  |
|  | Technical approach and methodology  | 10 |
|  | Work plan  | 7 |
|  | Organization and staffing  | 4 |
|  | **Total points for criterion (2):**  | **21** |
| **3.**  | **Specific experience of the Service provider’s relevant to the assignment:**  |  |
|  | **Total points for criterion (3):**  | **14** |
| **4.** | **Suitability of the transfer of knowledge (training) program:** |  |
|  | Training approach and methodology  | 2 |
|  | b. Qualifications of experts and trainers  | 1.5 |
|  | **Total points for criterion (4):**  | **3.5** |
| **5.** | **Participation by Ethiopians among proposed key staff** |  |
|  | **Total points for criterion (5):**  | **3.5** |
| **Total Points for the Five Criteria (1+2+3+4+5)**  | **70 pts** |
| Financial | **30 %** |
| Total | **100%** |

Evaluation criteria and weighting score

The selected IT service provider will be responsible for all costs associated with this project including insurance and security for all its personnel. The financial proposal shall list all costs associated with the assignment considering the Scope of Works and key deliverables.

Bidders should use the financial proposal format attached to the RFP as guide in preparing their financial proposal. Bidders will be responsible for all projects costs and should therefore provide an itemized all-inclusive budget i.e. covering both technical and logistical aspects of the assignment as per the ToR.

**(NOTE: Financial Proposals should not be included in the technical proposal)**

Maximum points allocated for the price component is 20. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited IT service providers that obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price e.g.

 ***Score for price proposal X = Max. Score for price proposal x Price of lowest priced proposal/Price Proposal of X***

The bidders should ensure that all pricing information is provided in accordance with the following: The currency of the proposal shall be in ETB. Invoicing will be in the currency of the proposal. The bidder may suggest a payment schedule for the contract, linked to unambiguous Contract milestones. All prices/rates quoted must be INCLUSIVE of all taxes 15% vat AND 2% WHT.

**Technical Proposal 80 Points.**

The technical proposal should clearly articulate how your institution proposes to address information outlined in the ‘Scope of Work/Deliverables section in the terms of reference for the desired services. The Technical proposal format is attached to the RFP Technical proposals not submitted in the format provided may be rejected.

The bidders are free to suggest/ propose any other solution. MC/ATA welcomes new ideas and innovative approaches.

The MC being with ATA will evaluate any technical evaluation criterion using the following scoring scale:

|  |  |
| --- | --- |
| **SCORING** | **DESCRIPTION** |
| **10** | Excellent | Exceeds the requirements of the criteria significantly and in beneficial ways/very desirable |
| **9** | Very Good | Exceeds the requirements of the criteria in ways which are beneficial to our needs |
| **7-8** | Good | Fully meets the requirement of the criteria |
| **5-6** | Average | Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical. |
| **3-4** | Poor | Addresses all the requirements of the criterion to the minimum acceptable level. |
| **1-2** | Very Poor | Minimally addresses some, but not all, of the requirements of the criteria or lacking in critical areas. |
| **0** | Unsatisfactory | Does not satisfy the requirements of the criteria in any manner. |

# 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 service contract made on\_\_\_\_\_ **2021** between **Mercy Corps Ethiopia,** nonprofit corporation having its office in Addis Ababa, Ethiopia, Yeka Sub-City, Kebele 08, House No. 377; around Hayahulet, and represented by Mr. Melaku Yirga, Country Director; hereinafter called the “**Client**

And

**\_\_\_\_\_\_\_**, Addis Abeba, Tel. **No \_\_\_\_\_\_\_\_\_\_\_** hereinafter called **Service Provider**

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

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

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

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

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

**Authorized Representatives and Contact Information:**

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

**Termination for Convenience Notice Period**: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the “Termination Notice Period”)

**SCHEDULE II**

**Donor Terms**

**Other USAID Contract Provisions Required by Law**

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

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

(i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

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

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

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

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

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

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

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

d. Charging employees recruitment fees ; or

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

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

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

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

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

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

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

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

Email: ig.hotline@usaid.gov

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

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

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

|  |  |
| --- | --- |
| **MERCY CORPS**By: Name: Title:  | **Contractor**By: Name: Title:  |

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

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

***Please complete all fields.***

**Supplier Information**

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

**Financial Information**

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

**Product/Service Information**

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

**References**

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

**Supplier Self-Certification of Eligibility**

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government’s sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It is has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, internal sexual misconduct, abuse or exploitation of children, 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 harassment (including sexual harassment), exploitation, abuse, bullying 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 |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| Company Profile |  |
| References from previous work projects |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |
| *[Insert other supporting document as per Tender Package]* |  |

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

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

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

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

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

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

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

**Attachment 2 -Price Offer Sheet template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Price Offer Sheet** |  |  |  |

|  |
| --- |
|  |

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