# Invitation to Tender

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| **Tender Name: PROVISION OF E-VOUCHER AND GOODS TRACKING ELECTRONIC PORTAL** | **Tender No: G07/2022** |
| **Location**: Global | **Correspondence Language(s):** English |
| **Brief Summary Description of Project:** Mercy Corps uses E-vouchers as an alternative to in-kind distributions in emergency response programs and normal programming. A number of countries within Mercy Corps have been using electronic vouchers (e-vouchers) and the need is increasingly on demand. The scope for this RFP has been expanded to include the goods & distribution inventory services for enhanced accountability and reporting. This tender is therefore a strategic measure to preposition global service providers and contracts for e-vouchers and goods tracking electronic platform for use by Mercy Corps field offices on a need basis. Mercy Corps invites interested and eligible firms to send their proposals as per the tender requirements in this RFP. Successful firms will be contracted on a master agreement for an initial period on 24 months. Mercy Corps expects to establish agreements with multiple firms through this process. Engagement by countries where Mercy corps works will be on a need basis through Task orders with clear SoW. |

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| **Tender Package Available from:****June 21st, 2022** | **Tender Package Pickup Location:** <https://www.mercycorps.org/tenders>  |
| **Deadline for Offer Submission:** **July 15th, 2022, at 5PM pacific time**  | **Submit Offers to:****tenders@mercycorps.org** |

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

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| **Questions and Answers (Q&A)** |
| If any, Submit Questions in writing to: Lkagai@mercycorps.org  |
| Last Day for Questions:July 7th, 2022, 5.00 PM Pacific TimeQuestions received after this date will not be responded to.  | Questions will be answered by:July 12th, 2022, at 5PM pacific time |
| Questions will be answered through: Consolidated questions and responses will be uploaded alongside the tender package by July 15th at 5PM pacific time. Interested firms will have access to the responses and should therefore check the website after this date. |

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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
* Detailed scope of Work
* Sample Contract
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# General Conditions for Tender

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

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

**Mercy Corps strictly prohibits**:

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

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

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

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

* *The sharing or obtaining of confidential information*

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

* *Collusion between/among offerors*

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

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

**integrityhotline@mercycorps.org**

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 a **Fixed Price Master Service Agreement** to one or several company(ies) or organization(s) for period of 24 months. 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
* The offeror must be in good standing with its governing tax authority
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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:**1.The offeror must be legally registered/ incorporated- Attach evidence of company registration/incorporation1. The offeror must be in good standing with the governing tax authority for the country where incorporated… Attach evidence of complying with tax legal requirement in the country where incorporated.

**Documents to conduct the Technical Evaluation and additional Due Diligence:** 1. i) Company Profile, 2 page max
2. ii) References from previous work projects (including contact information)
3. ii) Detailed Product/ portal description.
4. iv) Evidence of similar services offered (including contact information, contract value, and geographic locations
5. v) Financial offer
6. vi) CV of technical staff including their role, qualification and experience
7. vii) Supplier Information Form
8. viii) Responses to the questions

**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. Applicants are expected to use the Price Offer Sheet to present their price offer, 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 not include VAT and customs duties in their offer. |
| **3.4 Currency** Offers should be submitted in: USD Payments will be made in: USD |

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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 |

**Phase One:** Proposals will be scored in phase one using the criteria below. Points for each question will range from 0- 20, with 100 points the maximum score. Proposals must address each evaluation section and conform to all requirements and product or service specifications in the RFP. Proposals deemed unresponsive will not be considered.**Phase Two:** Short-listed vendors will be invited to a phase two to present an online, interactive demonstration of their portal to a cross-agency panel of Mercy Corps team members that will also be scored. Mercy Corps will provide the required scenarios for the demonstration.

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| **Evaluation Criteria** | **Weight****(%)** | **Possible Points** **(1 to 10)** | **Weighted Score** |
| **(A)** | **(B)** | **(A\*B)** |
| **Service technical Specifications as per section 5.2** |  |  |  |
| Commitment to data security and beneficiary privacy: Company has strong controls and experience protecting client data and maintaining user privacy, including meeting GDPR requirements, documenting security specifications and/or demonstrated stress testing results | 10% | 10 | 1 |
| Ease and flexibility of configuration: * System is quickly deployable
* System has proven ability to easily integrate with 3rd parties, namely ONA, CommCare, and KOBO but not exclusively, which may range from local financial service providers, reporting/data visualization providers, participant management software, and/or hardware found in the countries where Mercy Corps works (tablets/printers)
* Includes open APIs for various hardware or software integrations
* Supports set-up of different types of vouchers and configurations of assistance (for example, value and restricted commodity).
* Includes user roles and permission settings that promote a segregation of duties. Documentation of user roles and the flow of a sample transaction required.
* System, training materials, and customer support in English and French (additional languages preferred)
 | 15% | 10 | 1.5 |
| Transaction simplicity: The proposed transactions can be easily completed by populations with low literacy and numeracy levels through merchant and client interfaces | 10% | 10 | 1 |
| Platform simplicity: The management platform is intuitive, efficient and offers time saving for program staff (including abilities to bulk upload program participant and/or distribution information) | 15% | 10 | 1.5 |
| Reporting: The platform provides easy access to desired program monitoring and audit data and page views as outlined in the SOW | 10% | 10 | 1.0 |
| Offline applicability: System is appropriate even for insecure environments with weak and intermittent mobile connectivity and limited access to electricity | 5% | 10 | .5 |
| **Resources** |  |  |  |
| Technical capacity of the staff who will offer customer support. Qualification and experience of the team that would be assigned to the project (implementation, customer service, training, ongoing, etc.) along with their role and responsibility | 5% | 10 | .5 |
| **Organization capacity** |  |  |  |
| Global presence  | 5% | 10 | 0.5 |
| Previous experience in offering similar services. Experience demonstrated from evidence attached of previous similar contracts. | 5% | 10 | 0.5 |
| Price/Cost | 20% | 10 | 2 |
| TOTAL | **100%** | **100** | **10** |

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| **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):* Based on the scores, the evaluation committee will decide on a shortlist of firms to present a demo of their platform before final decision is made.
* Reference Check- Provide accurate contact details for clients who can respond to reference check in the supplier information form.
* Internet search
* Internal screening – Ineligibility compliance check
* Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform
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# Offer Form

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| **Offerors must submit their own independent offer including at least (but not limited to):*** All documents requested in the “Eligibility Criteria” section of this Tender Package
* All documents requested in the “Tender Submittals” section of this Tender Package
* All information listed in the “Documents Comprising the Proposal” section below

**All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.** |

***Documents Comprising the Proposal***

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

* **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
* A detailed technical proposal
* Warranty and guarantees
* Customer support/ after sale service
* 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, including access to product demos and/or additional specifications

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

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

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# 5. Technical Specifications

**5.1 Background**

Vouchers are used as an alternative to in-kind distributions in emergency response programs and normal programming. Mercy Corps has been using electronic vouchers (e-vouchers) in a number of countries and the need is increasingly on demand. The scope has been expanded to include the goods & distribution inventory services for enhanced accountability and reporting.

This tender is therefore a strategic measure to preposition global service providers and contracts for e-vouchers and goods tracking electronic platform to be used by Mercy corps field offices on an as-needed basis. The successful firm(s) will be contracted on a Global Master Service Agreement and engaged by any Mercy Corps program in need of these services as and when required. Mercy Corps expects to establish agreements with multiple firms through this process.

Interested firms are notified that, the intention this RFP is to identify qualified vendors to establish Master Service Agreements for use in current and future Mercy Corps programs. This announcement is not for any specific program or activity and no funds are connected to this announcement. Furthermore, selection of firms is not a contract or a guarantee that a firm will be utilized by Mercy Corps for any amount. The successful firm (s) will be contracted through a Global Master Service Agreement and engaged by any Mercy Corps country program in need of these services as-and-when required.

By Mercy Corps’ definition, an e-voucher system should, at a minimum:

A. Enable voucher distribution to program participants.

B. Enable transactions between program participants and approved merchants, permitting the exchange of electronic vouchers for locally available goods, according to program rules. Vouchers should be able to be denominated in specific items, baskets, or value.

C. Enable authentication of merchant and program participant identities.

D. Provide access to a centralized management platform that supports Mercy Corps’ administration of voucher programs.

Mercy Corps expects applicants to propose the most suitable technical solutions available. Hardware and transaction processes for voucher redemption may include (but are not limited to) cards with magnetic strips or chip cards redeemed at Point of Sale devices, voucher codes redeemed through SMS or USSD messages, or smartphone applications that scan barcodes or accept voucher codes. Proposals must include a centralized management platform that is accessible online and provides easy and quick access to relevant voucher and transaction data. Proposals that provide both basic and more advanced client information management systems will be considered.

**5.2. Scope**

**Annex - E-voucher and Goods Distribution Tracking Minimum Requirements**

Qualified electronic voucher, goods distribution & inventory management systems should have demonstrated their ability to meet the following requirements:

1. **General Requirements**

**E-voucher**

1. The system is interoperable with third parties, which may range from local financial service providers, reporting/data visualization providers, participant management software (e.g. CommCare), and/or hardware (tablets/printers), and data collection/visualization software (e.g. PowerBI, ONA, KOBO).
2. The system must support batch distribution of vouchers to program participants, including the ability to assign different types of vouchers to program participants based on attributes. Vouchers can be fully electronic, or paper-based with a QR or barcode.
3. The system must support one-off and multiple distribution programming allowing authorized users to activate, de-activate and reassign cards.
4. The centralized database is fully encrypted and secure, should be hosted, for example, on Microsoft Azure.
5. The connection between all the system components must be secure and encrypted using SSL certificates.
6. The system must include the capability to verify program participants via PIN code, E-signature, ID card photo attachments, or biometric integration through third party. Also, allowing authorized users to match beneficiary data with ID document(s).
7. The system should issue a Unique ID to protect personal information of participants and facilitate secure sharing of information between consortium actors and partners. search for the program participant via this identifier in the project database by scanning the QR code or instant search functionality.

**Goods**

1. The system must support the tracking of in-kind goods distribution to program participants, including the ability to assign different types of commodities to program participants based on attributes.
2. The system must include a module to create, edit, and store distribution plans.
3. The platform will allow for the basketing, bundling, and kitting of different commodities in a full basket.
4. The system will include the ability to track items by QR or bar code for each item in all steps from the supplier to receipt by program participants.
5. The system will support the monitoring and management of commodities via a customized database, commodities dashboard, and shipment tracking module
6. The system will support stock monitoring & management in each warehouse or distribution point.
7. The system should include user permissions and restrictions so that only approved items and quantities can be distributed by authorized users to pre-approved distribution points
8. **Web-based Portal(s) Requirements**

In accordance with each Task Order executed by the Parties under the Agreement, Contractor will provide MC with a web-based E-voucher and Goods distribution & inventory tracking portal and dashboard(s) which includes to ability to:

1. Manage login credentials and user access/permissions. Authorized users will be able to log in to the portal to manage both web and mobile users (e.g. to reset a user’s password using an email account).
2. Manage project attributes by allowing authorized users, at a minimum, to define basic project parameters, set up transfer schemes, manage participant cards, and update vendor information.
3. Allow program participant information to be entered or uploaded to the portal, either directly by MC team members, uploaded via Excel, or via third-party participant management software such as CommCare. Allow MC team members to edit participant information, within the appropriate user roles and approvals.
4. Associate individual e-voucher(s), goods, and kits with distinct program participants and/or households.
5. Disaggregate individual vouchers, goods and kits by program and/or by donor, through alpha-numeric codes corresponding to Mercy Corps’ award numbers and budget lines.
6. Provide a consolidated view of active projects through an organization dashboard allowing authorized users to review active organization Task Orders and the projects under each Task Order.

**E-voucher**

1. Allow individual e-vouchers to be denominated in specific items, baskets, or values, as well as the ability to restrict certain items.
2. Enter validity periods for individual or batch e-vouchers.
3. Track e-voucher activity by individual e-voucher, including allowing value or items to be added to e-voucher(s) on an individual or batch basis and tracking redemptions associated with each e-voucher
4. Enable and track transactions between program participants and approved merchants, permitting the exchange of electronic vouchers for locally available goods, according to program rules.

**Goods**

1. Ability to add, edit, and delete names of warehouses to create a list of warehouses for storing commodities for goods distributions.
2. Track card activity by participant to view what commodities each participant has received.
3. Allow add or edit new distribution locations/sites.
4. **Project-specific Dashboard Requirements**

The system should include (provided on a Task Order-by-Task Order basis, on a separate basis from all other Task Orders unless directed otherwise by a specific Task Order):

**E-voucher**

1. Summary dashboard reflecting overview of participants, vendors, goods distributions, etc.
2. Location dashboard will include a map using GPS coordinates of relevant participant locations, warehouses, and distribution sites. Dashboard should indicate the number and percentage of program participants collected their entitlement by location.
3. Vendor dashboard summarizing sales with the ability to filter by item, category, vendor name, shopping date
4. Vendor Payments dashboard that includes total sales, payments, and balance for the selected vendors with the ability to filter results
5. Participant dashboard to show remaining balances for individual participants, households and communities.
6. Donor dashboard: shows total amount transferred, expenditures, and number of participants by program and/or by donor.
7. Ability to generate cross-sections of the above data points to create customized dashboards

**Goods**

1. Detailed visualization of sales and/or goods distribution.
2. For goods distribution, the system needs to show the total amount of goods distributed, by category, and the number of participants.
3. Status of all goods (received, at warehouse, in transport, at distribution site, distributed) by location, type of commodity, etc. Ability to tag goods as damaged and record the loss (if any)
4. **Project Information / Data Field Requirements**

This view will reflect basic project information including project title, start date, end date, project country, and the following information. All project information lists must be able to import/export manually, to/from excel and import from another project or ompatibie platform

**For both E-vouchers and Goods tracking:**

1. A unique identifier field or domain (URL) for each project. Mercy Corps will designate the unique identifier for each project
2. The ability to input basic project information including project title, start date, end date, and project country
3. Participant data fields: The ability to add, delete or edit participants’ information, top-up balances, assign new and/or different packages to the participant, and specify if the participant is receiving goods, e-vouchers or a combination. This view will contain all participant information, including invoices, top-ups and packages received, etc., and allow for capturing E-signatures or PINs selected by the participant at the time of smart card distribution
4. Product data fields: The ability to add, delete or edit product information, and develop a complete and historical list of products included for both e-voucher redemption and goods distribution.
5. Products categories: The ability to create, edit, and delete product categories used to organize and group items. This categorization will result in product tree on the organization level so it can be used for multiple projects.
6. Top-up packages: The ability to create transfer packages and define a title for each package, amount of money, and validity with an expiry date for each package. This will allow Mercy Corps to create predefined packages and assign each package to selected participants
7. Vendors for e-vouchers: The ability to add, delete or edit vendor information, assign new product and product type. MC team members must have the ability to edit vendor information (e.g. add, edit, delete) within the appropriate user roles and with appropriate approvals
8. Kit Contents: The ability to add, delete, or edit (active, inactive) commodities’ information, arrange commodities into customizable kit which are scannable by bar code or QR code

1. **Communication Requirements**

The system will generate messages, alerts and notifications as follows:

**E-voucher**

1. Error messaging must be provided when transactions fail to process. Error messaging should be visible to the program participant and merchant and should include reasons for failure and suggested remedies. Errors should also be logged in the management platform. Specific handling of transaction errors and error messaging should be described in the application form.
2. Successful transaction messaging should also be provided, which will notify merchants and program participants about successful transactions and remaining account balances.

1. System is capable of providing transaction and account total updates to merchants and program participants upon their request (for program participants account total = currency amount or quantity of goods left, for merchants this account total = total amount sold in established billing cycle).

1. System is capable of providing automated messages to specific user roles based on activity within the platform.

**Goods**

1. The system is able to alert and notify specified user(s) when the product quanties reach minimum threholds (stock out) or maximum (surplus) levels
2. The systems capability to alert before the goods (food items, pharmaceuticals etc..) reaches to its expiratione date.
3. **General Transaction Requirements**

**E-vouchers**

1. Merchants must have a means to authenticate their identity before executing a program participant transaction (or a session of transactions).

1. Merchants must be provided with means to authenticate the identity of a program participant attempting a transaction.

1. The system must deduct value from program participant wallet/account following a transaction.

1. Transactions will be identified by a unique transaction number. Failed transactions should also be assigned a transaction number.

1. The system will track transactions by the following attributes: unique transaction number, merchant, program participant, date, time, amount/quantity spent, and voucher number.

1. The system ensures transactional integrity by (a) precluding the possibility of double-spending, (b) avoiding deducting value from a participant account for a transaction that later fails, (c) avoiding reporting a failed transaction that is later reported as successful.
2. Transactions and goods distribution information must be logged while offline and can be uploaded to the system once connectivity is re-established.
3. **Reporting Requirements**
4. System will provide both raw, unanalyzed data, as well as a list of available structured reports.
5. Platform will include a dynamic report tool allowing Mercy Corps to set criteria and create a report based on selected criteria

1. All reporting should be downloadable in an excel data format that can be sorted and analyzed by Mercy Corps.

1. Reports will be provided through pre-defined scheduled reports as well as on-demand reports. Examples below:
2. Project Summary Report for a specified reporting period

**E-voucher**

* + Total number of e-cards issued by the project
	+ Total amount loaded to cards
	+ Total amount redeemed with vendors
	+ Summaries of expenditures by-product
	+ Unredeemed balance on cards.

**Goods**

* + Total quantity of commodities for participants to receive
	+ Total number and types of commodities distributed by the project to program participants, by location and by distribution date
	+ Total quantity of commodities, by type, at each point in the distribution process, e.g. received from vendor, in transport, in warehouse, and received at the distribution site.
	+ Quantity of undistributed/remaining Goods
	+ Quantity of Loss or damage

1. Participant Report for specified reporting period

**E-voucher**

* Participant name;
* Participant specific program information;
* Card(s) number;
* Location
* Each load of the card(s) including date, time and amount/items (e-vouchers);
* Each expenditure including vendor, date, time, amount/item and product details (if available)
* Balance on card(s)

**Goods**

* Participant specific program information;
* Card(s) number;
* Location
* Total quantity and type of commodities and kits the program participant received (goods distribution).
1. Vendors Summary Report for the specified reporting period

**E-voucher**

· Name of active vendors for project;

· Vendor code;

· Other basic vendor information;

· Total amount redeemed with vendor;

· Total payments to vendor;

· Balance due to vendor.

1. Detailed Vendor Report for specified reporting period (e-vouchers):

**E-voucher**

* Vendor name;
* Vendor code;
* Individual transactions including date, time, card number, amount/item, products purchased;
* Payments to vendor;
* Balance due to vendor.
1. Distribution Report for specified reporting period:

**Goods**

* Location by date: Receipt by Mercy Corps, warehouse, transport, distribution site, or distributed.
* Status: Quality matches specifications vs. not / damaged
* Amount procured / in warehouses or transits / distributed / lost
1. **Program Management Requirements**

The administrative voucher management and goods tracking system must be accessible by a range of Mercy Corps staff members. Staff members granted access will be assigned a user ID, password and access level based on their approval authority. The system should track and capture Mercy Corps user profile information (including user id) for all system interactions. This information must be able to show which Mercy Corps user completed actions within the system (including both file uploading and direct interaction with the system to upload and edit specific records).

The system must have an audit log that is available only for specific user roles.

User roles reflecting different levels of access and permission settings that enable segregation of duties for participant and merchant management and transactions are required. Applications should include the user roles and permission settings available. User roles and permission settings must be pre-defined, with the ability to customize. Pre-defined permission settings must include:

* Approval is required for the release or top-up of funding to the e-cards
* Approval is required for the addition or deletion of participants in the system
* All approvals must be downloadable and linked to detailed transactions beyond a data log

 All data entered in the system must remain the property of Mercy Corps and any uses of this data beyond program requirements must be authorized by Mercy Corps.

The e-voucher portal must comply with all GDPR data protection requirements, as well as data protection requirements in the country of operation.

1. **Connectivity and Durability Requirements**

The proposed voucher transaction must be able to operate in environments where mobile networks and electricity are available but unreliable. Proposed transactions should not require consistent mobile network availability. The hardware must be durable enough to endure moderate amounts of humidity, heat and dust.

1. **Language Requirements**
2. All funds will be recorded and tracked in the Commonly Transactional Currency identified for each deployment.

1. The management platform, training materials, and customized support must be available in English and French. Additional languages are preferred.
2. The platform must be operable on hardware that is easily accessible in most markets globally, and/or have an option for shipping to Mercy Corps countries
3. User interface (merchant and/or participant) must be available in English, French, and Arabic. Additional languages, especially Spanish, Russian, Burmese, are preferred.
4. **Program Requirements to be handled outside the system**

Voucher reconciliation or the process of making payments to merchants will occur outside of the system. The system must however generate transaction reports that will be used to confirm payment or reimbursement amounts for each participating vendor

Negative restrictions forbidding the use of designated products (i.e. alcohol). Negative restrictions will be handled off-line and will be Mercy Corps’ responsibility to enforce.

 **Application Questions and Evaluation Criteria**

***Instructions: Please review the Project Specific Details and Requirements in section three before providing answers to the following questions. Instructions for including samples and additional materials are included after the questions in Part II of the application.***

**Part I: Questions**

**Electronic Voucher Platform Description & Overview**

* Please confirm that your proposed system is able to deliver these basic functionalities:
	+ Enables voucher transactions between beneficiaries and approved vendors, permitting the exchange of electronic vouchers for commodities, services and/or currency according to program rules. Click here to enter text.
	+ Provides access to a web accessible centralized management platform that supports Mercy Corps administration of voucher programs and records all voucher activity. Click here to enter text.
* What hardware, software and network requirements are needed to operate the system?

Click here to enter text.

* If hardware is required, please explain how Mercy Corps will acquire that hardware. If the hardware must be purchased abroad and shipped to the Mercy corps field offices, please explain any support you will provide in the shipping and customs clearance process.

Click here to enter text.

* What will be required to protect the hardware from theft or damage from the environment? (Do devices need to be mounted to an immobile platform, stored in waterproof locations, etc?)

Click here to enter text.

* Please describe how voucher activity between beneficiaries and vendors will be sent to, or synched with, the centralized database.

Click here to enter text.

* Please describe the web-based management platform that Mercy Corps will use to manage e vouchers. (Please list key functionalities. You may also provide images, screenshots or wireframes of the interface as attachments as desired.)

Click here to enter text.

* Please describe the hosting requirements and method for all software components of the system. Will you host and operate these components, or is this a Mercy Corps responsibility?

Click here to enter text.

* If you will host software components, please answer these questions as well: where are your servers physically located? Please describe systems and processes you have in place for availability, redundancy, reliability, data security, data protection, and data recoverability.

Click here to enter text.

* During the past six months, how many times have you experienced server interruptions that have affected availability of your platform for voucher or payments?

Click here to enter text.

* What third party operators (if any) does the system rely on (SMS/USSD aggregators? Mobile Networks? Others?) If integration with 3rd parties is required, will you perform this? Will this be at an additional cost? If so, please outline all costs in your cost proposal (see next section).

Click here to enter text.

* List the compatible web-browsers – Windows Internet Explorer, Safari, Mozilla Firefox, Chrome, others?

Click here to enter text.

* Does the central management tool provide integration, data access, or control APIs? If so, please describe the form (e.g. RESTful HTTP) and function of these APIs.

Click here to enter text.

* Will the system provide an audit trail to keep track of changes and actions within the system, who made them and when? How is this made available?

Click here to enter text.

**Connectivity, Durability & Communication Requirements**

***Connectivity & Durability***

* Please describe how the hardware is powered (battery, requires plug-in, etc.). If powered by battery, what is the battery life and time required to fully charge the device?

Click here to enter text.

* What type of mobile or internet connectivity is required for transactions, and for syncing data to the central platform (3G, 2G, etc.)?

Click here to enter text.

* What happens if connection is lost mid-transaction?

Click here to enter text.

***Communications***

* In what language(s) is the administrative and reporting platform available? Can it be translated to other languages?

Click here to enter text.

* In what language(s) is the user (merchant/program participant) interface available? Does the software support non-roman characters? Can it be translated into other languages?

Click here to enter text.

* Please describe how confirmation messages will be delivered to beneficiaries and vendors when transactions are successful, and what is contained in those messages.

Click here to enter text.

* Please describe how error messages will be delivered to beneficiaries and vendors when transactions fail.

Click here to enter text.

* Is the system capable of creating and delivering messages (beyond successful transaction and error messages) to users (Mercy Corps staff, beneficiaries and/or vendors)? If so, please describe that process.
* Is the system capable of providing transaction and account total updates to vendors and beneficiaries upon their request (for beneficiaries account total = currency amount or quantity of goods left, for vendors this account total = total amount sold in established billing cycle)?

Click here to enter text.

* Is the system capable of creating and automating messaging to users? (Note: this is most relevant in deployments using mobile phones.)

Click here to enter text.

* Has the system been tested with users with low literacy and numeracy levels? If so, were users able to independently perform transactions? What lessons were learned from this deployment?

Click here to enter text.

**Program Set-up and Configuration**

Please describe the process for setting up a program and defining voucher content, and then answer the questions below.

Click here to enter text.

* Does the solution support the following? (check all that apply)
	+ Value (cash) vouchers – exchangeable for goods or services
	+ Value (cash) vouchers – exchangeable for physical currency
	+ Commodity vouchers
	+ Commodity baskets
	+ Item restrictions
	+ Multiple wallets for different donors/commodities

Click here to enter text.

* Does the online platform support the addition of multiple unique users with different levels of data viewing, editing and approving privileges? Please describe how platform users are added.

Click here to enter text.

* What are the different permission levels and/or user roles available? Are there limitations to what data can be included/excluded using permissions/roles?

Click here to enter text.

* Please describe your approach to training new clients.

Click here to enter text.

* What training materials (if any) do you provide?

Click here to enter text.

* Please describe the testing processes recommended or supported by your company prior to full deployment of a voucher system.

Click here to enter text.

* During the testing process, how will you communicate with Mercy Corps and with third party operators, if applicable, to ensure the interfaces have been set up properly?

Click here to enter text.

* Please describe how Mercy Corps adds value to a voucher, and how vouchers are refilled.

Click here to enter text.

* Please describe the level of autonomy that Mercy Corps has in setting up merchant interfaces and/or hardware. For example, can Mercy Corps staff directly edit menus of allowable items for restricted vouchers? Or does the service provider need to execute these changes?
* Can a value and validity period (start and expiration date) be assigned to all vouchers?

Click here to enter text.

* Can the system support batch distribution of vouchers to beneficiaries, including the ability to assign different types of vouchers to beneficiaries based on attributes (i.e., all beneficiaries in location A receive different vouchers than beneficiaries in location B, or beneficiaries with X number of family members receive a different voucher value than families with Y number of family members).

Click here to enter text.

* Can vouchers be topped-up with additional credit in bulk (by choosing characteristics of registered beneficiaries)? Does top-up affect the expiration date? If so, will the system accommodate changing the expiration date upon top-up? How?

Click here to enter text.

* From the date of contract signing, how long do you estimate it will take to establish and test a system and begin distributions?
* Click here to enter text.
* If participant cards are part of the system architecture, can these be customized and printed in country?

Click here to enter text.

* Can user accounts (vendor or beneficiary) be cancelled? Please describe the process if so.

Click here to enter text.

**Registration Processes**

Please describe the process for registering beneficiaries and vendors into the system, and then answer the questions below.

Click here to enter text.

* Does the system allow Mercy Corps to define attributes that are associated with each vendor and beneficiary profile (which may include ID#, sex, age, location, etc.). Please describe how these attributes are defined at the beginning of a new program.

Click here to enter text.

* Will the system accept uploads of spreadsheets containing beneficiary profile data? If so, do these need to be in a specific format?

Click here to enter text.

* Is there a means for the system to identify duplicate entries for beneficiaries and/or vendors? If so, how does this work?

Click here to enter text.

* Will the system allow Mercy Corps to add or remove additional beneficiaries or vendors throughout the program cycle? Will the removed profiles be deleted, or will the system archive them?

Click here to enter text.

* Will the system allow changes and edits to beneficiary and vendor profiles (to add missing data, correct incorrectly entered data, etc.)?

Click here to enter text.

**Transaction process**

* Please describe a single voucher redemption process. Please clearly outline all steps required of the beneficiary and the vendor. Please describe any writing or reading (of letters or numbers) required from either party.

Click here to enter text.

* The system must support authenticated voucher redemptions that provide a way to confirm the identity of a participant redeeming his or her benefit (req). Please describe how your proposed solution will authenticate the identity of a participant. This may include a combination of on and off-line processes. You may suggest multiple authentication options, if they are available.
	+ Specifically, does the system support the use of (check all that apply):
		- PIN
		- Participant photos
		- Biometrics (which?)
		- Other

Click here to enter text.

* Mercy Corps prefers that the system allow beneficiaries to redeem vouchers in multiple transactions, without restrictions on amounts required for a single transaction or limits to the number of transactions a beneficiary can complete per voucher. Does your system permit this?

Click here to enter text.

* The system must provide the purchaser with an opportunity to confirm the amount of purchase. Please describe how your solution enables this.

Click here to enter text.

* How does the system deduct value from beneficiary accounts following a transaction? How long will this take, on average, and what factors affect the time required to debit an account?

Click here to enter text.

* Are all transactions (successful and failed) identified by a unique transaction number?

Click here to enter text.

* What attributes does the system use to track transactions? (Such as unique transaction number, vendor, beneficiary, date, time, and amount/quantity spent and voucher number?)

Click here to enter text.

* Can system generate individual transaction receipts? If yes, what information does the receipt include and how is the receipt generated?

Click here to enter text.

* Is the system capable of providing transaction and account total updates to vendors and beneficiaries upon their request (for beneficiaries account total = currency amount or quantity of goods left, for vendors this account total = total amount sold in established billing cycle)?

Click here to enter text.

**Reporting**

Please describe your reporting platform capabilities and design, as well as the types of information available through reports, and then answer the questions in this section.

Click here to enter text.

* Can the system provide both raw, unanalyzed data, and structured reports?

Click here to enter text.

* Is reporting available through pre-defined scheduled reports and on demand reports?

Click here to enter text.

* Please describe how Mercy Corps will access both scheduled and on demand reports.

Click here to enter text.

* Please define the process (if any) that will allow Mercy Corps to define the reports necessary for program monitoring and management (if not automatically generated).

Click here to enter text.

* Is reporting available in a downloadable in a data format (ie.,excel) that can be sorted and analyzed by Mercy Corps?

Click here to enter text.

* Is a program dashboard that contains a snapshot of key program metrics available? If so, which metrics can be displayed? (For example, # of vouchers allocated and redemption statistics?)

Click here to enter text.

* Are any reports available through searchable fields provided on the platform website? (This would provide access to program information without the need to download reports. For example, could we enter a beneficiary’s ID # and quickly see all transactions performed by that beneficiary?)

Click here to enter text.

* Does the platform have the capacity to track what was purchased? Please describe how this feature functions if it is available.

Click here to enter text.

**Field Implementation and Support**

* Identify the team that would be assigned to this project (implementation, customer service, training, ongoing, etc.) along with their experience, role and responsibility.

Click here to enter text.

* Describe the project management tools that are typically used during your implementations (e.g., work plans, meetings, conference calls, status reports, work flow charts, issues log and resolution, staff management, etc.).

Click here to enter text.

* What methods are available for communications to your support center? What hours is that support available?

Click here to enter text.

* Is unlimited service included or is it based on the number of calls/requests?

Click here to enter text.

* Do you offer an SLA (Service Level Agreement), and if so, what are the terms? (Please include a draft copy, if possible.)

Click here to enter text.

* What is the uptime of your system (scheduled maintenance included)? How can we ensure the system will be available during peak activity times?

Click here to enter text.

* For any field deployed equipment (such as voucher readers), please explain the process for replacing failed/broken/stolen equipment including necessary configuration of replacement devices.

Click here to enter text.

* Does the proposed e-voucher solution have capabilities that would enable integration with other beneficiary information management, project or case management or e-cash[[1]](#footnote-1) systems? If so, which systems?

Click here to enter text.

**Company Information and Practices**

* Please list up to ten humanitarian organizations or businesses that have contracted use of your electronic voucher platform during the past three years, beginning with humanitarian usage or limited connectivity environments. Please include the length of contract, approximate # of program participants, vendors and transactions completed under those contracts (or anticipated under current contracts) and references from up to three institutions where available. Please note that Mercy Corps reserves the right to contact these organizations to check references.

Click here to enter text.

* How long has your voucher system (or product that will be used for vouchers) been on the market and operational with actual customers?

Click here to enter text.

* Do you subcontract any of your services out? If so, who are your partners, and for which components?

Click here to enter text.

**Security and data protection**

Please provide a general overview of your approach to security and data protection, and any specific actions you take to ensure system integrity and data protection that are not covered in the questions below.

Click here to enter text.

* How often are data backups for Disaster Recovery performed, and how long are these backups kept?

Click here to enter text.

* Please describe your approach to protecting client data and information. (Are there other protective procedures to protect data from being lost or accessed by unauthorized parties? How are user profiles and passwords managed and protected?)

Click here to enter text.

* Please describe your approach to preventing unauthorized changes to account balances, and ensuring that transactions do not exceed allocated values (even in offline modes).
* Click here to enter text.
* Do you ever share information or client data with third parties for marketing or other purposes? If yes, please describe the circumstances under which client data is shared (including with government requests), and how Mercy Corps would be kept informed of any sharing with third parties.

Click here to enter text.

* Please explain how you store, protect and dispose of program data after the contract ends.

Click here to enter text.

* Will Mercy Corps retain ownership over all data entered into the platform?

Click here to enter text.

* Please describe how you secure transmission of data.

Click here to enter text.

* Please describe how you secure information at rest on all system components including cloud servers and client devices. Please include details on server locations.

Click here to enter text.

* Can Mercy Cops securely wipe/destroy all data held in the system? How would this occur?

Click here to enter text.

* Please describe your approach to credential and password management for Mercy Corps staff using the platform.

Click here to enter text.

**Part II: Attachments**

Please provide attachments including diagrams, additional descriptions, photos and/or screenshots to this application.

# 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.

**MASTER SERVICE AGREEMENT

Contract No. \_\_\_\_\_\_\_**

THIS MASTER SERVICES AGREEMENT entered into as of \_\_\_\_\_\_\_\_\_\_ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“**Mercy Corps**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”) is as follows:

1. **Master Agreement; Specific Services**. From time to time, Mercy Corps may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a task order (“**Task Order**” or “**TO**”) which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify Mercy Corps within the Task Order Offer Period time specified in Schedule I if it accepts a Task Order, rejects a Task Order or requires changes to a Task Order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the Task Order Offer Period has expired.
2. **Additional Terms and Defined Terms**. Additional Terms are specified in Schedule I hereto (the “**Additional Terms**”). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Task Order Offer Period, Authorized Representative, Key Personnel, Payment Terms, Services, TO and Scope of Work (SOW). “**Agreement**” means this Master Services Agreement and Schedule I, in each case as amended, modified or supplemented from time to time. Other terms may be defined throughout this Agreement as specified.
3. **Delivery of Services**.
	1. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions set forth in this Agreement and each TO.
	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 the Additional Terms is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to the Additional Terms specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.
4. **Compliance with TOs and Changes to TOs.** Services will be provided strictly in accordance with each TO. 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 a TO by written notice to Contractor specifying the changes. Unless mutually agreed, a change to a TO by Mercy Corps does not apply to 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 TO or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.
5. **Non-Exclusivity.** This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a minimum purchase of services, Mercy Corps is not obligated to issue any Task Order to Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a TO(s) for the minimum purchase amount.
6. **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 Additional Terms. Each invoice will include (i) the Contract Number and TO number; (ii) Contractor’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v), if applicable per the Additional Terms, an itemization of the specified increments of time worked, (vi), if applicable per the Additional Terms, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps’ Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Additional Terms, 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 Additional Terms, 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.
7. **Taxes, Duties and Expenses**.
	1. Except as otherwise provided in the Additional Terms, Contractor is responsible for all expenses incurred by it in performing under this Agreement 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 receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
	2. In the event the Additional Terms do allow for reimbursement of Contractor expenses, such expenses must be listed as acceptable expenses in the Additional Terms or the Task Order and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.
8. **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 Agreement. 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 this Agreement.
	3. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by Contractor of its obligations under this Agreement 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 Agreement.
	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 Agreement.
	7. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any TO. Contractor did not seek or obtain confidential information related to the award of this Agreement or any TO 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 Agreement or any TO, 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.
9. **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.
10. **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 TO, (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 10.
	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 Agreement.
	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*”.
11. **Confidentiality**. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Agreement 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 Agreement (including all Statements of Services); 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.
12. **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 Agreement, any failure by Contractor to fully perform its obligations under this Agreement or any breach by Contractor of any of its representations and warranties under this Agreement, 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.
13. **Termination and Remedies.**
	1. Provided no TO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 days prior written notice to the other party.
	2. Any TO 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 the Additional Terms 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 the Additional Terms;
		4. by either Party due to the non-terminating Party’s breach of this Agreement 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 Agreement; 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 Agreement, 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 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, 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.

If Mercy Corps determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, Mercy Corps may, in addition to any other remedies for such breach available at law or in equity, terminate this Agreement.

**[ALTERNATIVE CLAUSE If USING LIQUIDATED DAMAGES -DELETE OF NOT APPLICABLE]**: [If Mercy Corps determines that Supplier has or will breach any of its warranties, covenants or representations in this Agreement, Mercy Corps may terminate this Agreement. Supplier’s breach of its obligations under this Agreement will result in Mercy Corps incurring damages in an amount that will be difficult to establish and leave Mercy without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach: [*insert dollar amount or other formula for determining the amount of damages*].

1. **Dispute Resolution**. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.
2. **Access to Books and Records**. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final TO issued by Mercy Corps under this MSA.
3. **Additional Donor Terms and Conditions**. The Donor Terms (if any) are incorporated in this Agreement 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 Agreement (including any Additional Terms of TO) or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.
4. **Miscellaneous**.
	1. This Agreement 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 Agreement (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 Agreement.
	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 the Additional Terms. 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 Agreement.
	5. If any provision of this Agreement 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 Agreement.
	6. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements 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 Agreement 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 Agreement 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 Agreement will survive the termination, cancellation of expiration of this Agreement.
	9. In the event that there is a conflict in term between this Master Services Agreement and any TO, the terms in the Master Services Agreement shall prevail unless the changed terms in the TO specifically state the section of the Master Services Agreement or Additional Terms that the TO is changing, in which case the new terms in the TO shall prevail only as to that TO.

IN WITNESS WHEREOF, this Master Services Agreement has been duly executed as of the date first written above.

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

**SCHEDULE I**

**ADDITIONAL TERMS**

1. **Term:** This Agreement shall have an effective date of XXX and, unless earlier terminated in accordance with Section 13, an expiration date of XXX *[2 years]*.
2. **Offer Period:** [xxx] business days (“**Task Order Offer Period**”).
3. **Services:** In accordance with the terms of the Agreement, Contractor agrees to perform the following services in the following manner.

a. Background:

b. Scope of Work:

The term “**Services**” means all services, including delivery of all deliverables, described in all Task Orders**.**

1. **Pricing:**
2. **Invoicing & Payment Terms: [**Upon acceptance of each Task Order or deliverable] [Within *[X]* days at the end of each month] Contractor will submit an Invoice in accordance with pricing as specified in the Agreement. 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**”).
3. **Key Personnel:** *[if applicable, include a list of the Contractor’s personnel (either by name or position, ideally both) that are key to the bargain and the project and that the Contractor cannot change without prior approval. If not applicable, note “Not Applicable” here.] (the “Key Personnel”).*
4. **Reimbursable Expenses:** *[If applicable, include a description of the expenses that the Contractor can incur and charge Mercy Corps for above and beyond the price for services. If not applicable, note “Not Applicable” here].*
5. **Authorized Representatives and Contact Information:**
	1. **Mercy Corps:**  Only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Task Order or an amendment to a Task Order:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

Only the following Mercy Corps employees are authorized to receive invoices, accept or reject Services or sign SCRs.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Contractor:** Contractor’s authorized representative for all purposes is:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Termination for Convenience Notice Period**: \_\_\_\_\_\_\_\_\_\_\_ (the **“Termination Notice Period”).**
2. **Donor Terms**: *[If applicable, include the following statement here:* The Donor Terms set forth in Schedule II to the Agreement are hereby incorporated in the Agreement by reference*].*

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

# 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.***

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

**Financial Information**

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

**Product/Service Information**

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

**References**

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

**Supplier Self-Certification of Eligibility**

Company certifies that:

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

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

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

Company Name:

Name of Representative:

Title:

Signature:

Date:

***FOR MERCY CORPS USE ONLY***

**Following documents have been provided**

|  |
| --- |
| **Documents** |
| Legal Business Registration |  |
| Latest Tax Compliance Certificate |  |
| Company Profile |  |
| References from previous work projects |  |
| Supplier information form |  |
| Price offer sheet/ financial proposal |  |
| Product specifications |  |
|  |  |

**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**

Please categorize costs as follows. Please add lines in the price offer sheet if necessary. Indicate your unit cost for hardware, licensing, training fee and any other cost. Also list cost of any potential additional goods and services, for example hardware replacement etc.

The quantities are unknown at this point but you can indicate volume discounts in your bid, meaning up to x volume this amount, for 2x volume y% discount etc. This will be considered during bid analysis.

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

|  |
| --- |
|  |

 |
| **Cost Category** |  **Additional Description** | **Unit of Measure** | **Unit Price (USD)** | **Total Price in USD (if possible to determine)** |
| Hardware |   |   |   |   |
| Licensing fees |   |   |   |   |
| Training  |   |   |   |   |
| Customer service |   |   |   |   |
| Technical Support |   |   |   |   |
| (Other, please describe) |   |   |   |   |
| (Other, please describe) |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
| Prices without VAT. Tax will be added at the time of task order depending on the country and donor requirements.  |   |   |   |   |
|  |   |   |   |   |
| **Total:** |   |   |   |   |
|   |  |  |  |   |
| **Company Name:** |   |
| **Name of Representative:** |   |
| **Title:** |   |
| **Signature:** |   |
| **Date:** |   |
|  |  |  |  |  |
| **Tender #:** |   |

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|   |

1. E-cash includes electronic substitute for cash that provides full flexibility for purchases. It may be stored, spent, and/or received through a mobile phone, prepaid debit/ATM card or other electronic transfer. [↑](#footnote-ref-1)