

# Tender Package — Request for Proposal (RFP)



## 1. Invitation to Tender

<b>Tender Name:</b> Master Service Agreement for Motor vehicle maintenance and repairs services.	<b>Tender No:</b> UG01/ KMP 001/21/ MSA / SHARED /23
Location: Kampala, Karamoja, West Nile and Acholi region.	Correspondence Language(s): English
<b>Brief Summary Description of Project:</b>  Mercy Corps is an international non-governmental organization that exists to alleviate suffering, poverty and oppression by helping people build secure, productive and just communities. Mercy Corps is fully registered as an NGO and has been operational since 2006 in Uganda. Her programs focus on building resilience and enabling economic growth, improving opportunities to attain better health and nutrition, improving governance and conflict management, and providing humanitarian support in different parts of Uganda.  <b>Purpose of Tender:</b> Mercy Corps invites eligible established organizations to submit their bids for Provision of Motor Vehicle Maintenance and Repairs Services.	

<b>Tender Package Available from:</b> (Monday 18 <sup>th</sup> July 2022)	<b>Tender Package Pickup Location:</b>  <b>Mercy Corps Website:</b> <a href="https://www.mercycorps.org/tenders">https://www.mercycorps.org/tenders</a>
<b>Deadline for Offer Submission:</b> (Friday 05 <sup>th</sup> August 2022) 2:00 pm	<b>Submit Offers to:</b> <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a>  <b>Email submissions only will be allowed.</b>

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

Questions and Answers (Q&A)	
If any, Submit Questions in writing to: <b><u>ugtenders@mercycorps.org</u></b> starting the tender number / lot number.	
Last Day for Questions:  <b>Friday 29<sup>th</sup> July 2022, 5:00 Pm.</b>	Questions will be consolidated and upload to: <a href="https://www.mercycorps.org/tenders">https://www.mercycorps.org/tenders</a>  <b>By (Monday 01st August 2022), 5:00Pm.</b>
Answers to the Questions will be uploaded to: <a href="https://www.mercycorps.org/tenders">https://www.mercycorps.org/tenders</a>	

Documentation Checklist	
These documents are contained within this tender package:	<ul style="list-style-type: none"> <li>✓ Invitation to Tender</li> <li>✓ General Conditions for Tender</li> <li>✓ Criteria and Submittals</li> <li>✓ Price Offer Sheet</li> <li>✓ Supplier Information Form</li> <li>✓ Scope of Work/Technical Specifications.</li> <li>✓ Sample Contract.</li> </ul>

## 2. General Conditions for Tender

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

### 2.1 Mercy Corps' Anti-Bribery and Anti-Corruption Statement

**Mercy Corps strictly prohibits:**

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

to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.

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

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

- *The sharing or obtaining of confidential information*

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

- *Collusion between/among offerors*

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

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

**[integrityhotline@mercycorps.org](mailto:integrityhotline@mercycorps.org)**

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

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

## **2.2 Tender Basis:**

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.

- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [180-360 days] from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases, Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of bids. Furthermore, Mercy Corps reserves the right to reject any and all offers, if such action is considered to be in the best interest of Mercy Corps.

## 2.3 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they:

- Are not registered companies.
- Are bankrupt or in the process of going bankrupt.
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct.
- Have been guilty of grave professional misconduct.
- Have not fulfilled obligations related to payment of taxes.
- Are guilty of serious misinterpretation in supplying information.
- Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti-Corruption Statement.
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: the United States Government

or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

## 2.4 Response Documents

Offerors must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

## 2.5 Acceptance of Successful Response

Documentation submitted by offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

## 2.6 Certification Regarding Terrorism

It is Mercy Corps' policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

## 3. Criteria & Submittals

### 3.1 Contract Terms

Mercy Corps intends to issue a **Fixed Price** contract to one or several companies or organizations. The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in this RFP.

### 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:

**1. Country minimum standards for suppliers are included in all tenders.**

- Company certificate of Incorporation.
- Tax registration certificate.
- A copy of the most recent tax clearance certificate preferably addressed to Mercy Corps.
- A copy of a valid trading license for the current financial year.
- Bank statements for the last 6 months or Audited books of accounts FY21.
- Memorandum and Articles of association with list of Directors.
- Company profile showing details of establishment, physical location and official operating premises and services offered.

## 2. Additional criteria

- Are legally registered, in good standing with the governing tax authorities and are not bankrupt or in the process of going bankrupt.
- Supplier (or supplier's principals) have not been convicted or found guilty of illegal, corrupt or unprofessional misconduct or providing untrue information, and are able to comply with Mercy Corps Anti bribery and Anti - corruption statements.
- Supplier (or supplier's principals) are on any list of the 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, by the United Kingdom, the United Nations, other national governments or public international organizations.

## 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:**

- Company certificate of Incorporation.
- Tax registration certificate.
- A copy of the most recent tax clearance certificate preferably addressed to Mercy Corps.
- A copy of a valid trading license for the current financial year.
- Bank statements for the last six months or Audited books of accounts FY21.
- Memorandum and Articles of association with list of Directors.
- Company profile showing details of establishment, physical location and official operating premises and services offered.

### **Additional requirements for Due Diligence:**

- Supplier information form, indicating company references.
- Contracts/orders from previous work.
- Valid trading license.
- Presence of enough parking space for at least a minimum of 5 vehicles.
- Ease of accessibility to the garage.
- Attach at least three previous contracts or service contracts from your previous clients under vehicle repairs and maintenance.

### **Price Offer:**

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price inclusive of all the applicable taxes and statutory levies. Offerors must

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show unit prices, quantities, and total price, as displayed in the offer Sheet. All items must be clearly labeled and included in the total offered price.



### 3.4 Currency

Offers should be submitted in: Uganda Shillings (UGX)

Payments will be made in: Uganda Shillings (UGX)

Offers in other hard currency MUST indicate the ruling exchange rate against Uganda Shillings (UGX)

### 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:

Point	Rationale
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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

Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)
Service provider has a geographical spread in Uganda. (List the location of the service stations you operate in each district in Uganda)	25		
Firm should have at least mechanics with over 5 years working experience with the garage. Attach at least four CVs of mechanics with five-year experience.	20		
Attach Authentic Toyota dealership authorization/certification/ letter from Toyota or Ford.	15		
Attach at least three recommendation letters or previous contracts from three or more corporate clients (international NGOs and UN agencies).	15		
Attach a List of tools and vehicle diagnostic equipment available.	15		
Proof of security of the premises for example security guard, perimeter wall, and electronic security measures.	10		

Attach Copy of the current contract from a security firm providing security for your organization.			
<b>TOTAL POSSIBLE SCORE:</b>	<b>100%</b>		

### 3.5.2 Financial Evaluation and Price/Cost Analysis

All suppliers who pass all technical criteria will move on to the financial evaluation where the lowest price offer(s) will be accepted as the winning offeror(s) assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.3.

### 3.5.3 Additional Due Diligence

Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular offeror or offeror(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks. To, among others, verify vendors' reputation and experience in the sector including ability to receive payments through the bank transfer
- Supplier's facility visits to confirm location of workshop and assess the following: -
  - Security (a workshop premises in a secure neighborhood and with a well completed wall fence with security guards preferred)
  - Availability of a vehicle service pit,
  - Stock of genuine lubricants, oils and parts (where genuine means those recommended by vehicle manufacturer)
  - Dedicated storage space for recommended parts, lubricants and oils,
  - Availability of tools and equipment for repair and servicing of vehicles especially Landcruiser).
  - Proper account management, billing and invoicing systems.

## 4. Offer Form

**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 Bid" section below

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

## ***Documents Comprising the Bid***

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

- Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
  - A detailed specification of the offered services.
  - Delivery time.
  - Price validity period.
- A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 6
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 6)
- Other important documents the offeror feels need to be attached to support their bid.

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

Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid

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

The service provider will be required to provide the following services not limited to what is stated below:

- Vehicle inspection before repairs or maintenance is done.
- Vehicle repair, servicing / maintenance.
- Carry out test drive alongside Mercy team member / driver.
- Provide quotations for the inspected vehicle based on the contract amount.

### **5.1 Background**

Mercy Corps is an international non-governmental organization that exists to alleviate suffering, poverty

and oppression by helping people build secure, productive and just communities. Mercy Corps is fully registered as an NGO and has been operational since 2006 in Uganda. Mercy Corps programs focus on building resilience and enabling economic growth, improving opportunities to attain better health and nutrition, improving governance and conflict management, and providing humanitarian support in different parts of Uganda.

## 5.2 Technical Specifications

Mercy Corps invites bids for Provision of Motor vehicle maintenance, service and repairs as per specifications in the price offer sheet. Vehicles to be maintained include Toyota Landcruiser and Isuzu trucks.

## 5.3 Sample service contract.

### MASTER SERVICE AGREEMENT

### VEHICLE MAINTENANCE AND REPAIR.

Contract No. XXX

This master services agreement entered into as of 05 June 2021 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**”) country office in Uganda is located at plot 1189-119 Ggaba road, Kabalagala, and 4th floor embassy plaza represented by Country Director Iveta Ouvry

and

**XXX**, registered under the laws of The Republic of Uganda, registration number XXX, Taxpayer Identification No XXX, located at plot XX, Kampala Industrial and Business park, XXX, Mukono Municipality, PO Box XXX, Kampala, Uganda, telephone number: XXX; email: [XXX](#) (“contractor”) represented by The General Manager, XXX 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 (“**Purchase Order**” or “**PO**”) 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 purchase order offer period time specified in schedule I

if it accepts a Purchase Order, rejects a purchase order or requires changes to a purchase order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the purchase 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: purchase order offer period, authorized representative, key personnel, payment terms, services, PO 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.**

- a. 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 PO.
- b. 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. Except for cases beyond its control, restructuring and management changes, the contractor may 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 POs and Changes to POs.**

Services will be provided strictly in accordance with each PO. 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 PO by written notice to contractor specifying the changes. Unless mutually agreed, a change to a PO 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 PO 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 Purchase Order to Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a PO(s) for the minimum purchase amount.

## 6. Invoicing and Payment.

- a. 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 PO 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
- b. 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 calendar days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
- c. Mercy Corps may off-set any amount it owes the contractor against any amount the contractor owes Mercy Corps.

## 7. Taxes, Duties and Expenses.

- a. Except as otherwise provided in the additional terms, the 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 contractors, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to the contractor an official receipt / certificate for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
- b. 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 Purchase 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.

- a. 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.
- b. Contractor has the requisite skills to perform the services in accordance with this agreement.
- c. 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.
- d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
- e. 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](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
- f. 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.
- g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for the award of this agreement or any PO. Contractor did not seek or obtain confidential information related to the award of this Agreement or any PO 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 PO, to set prices being offered or in any other way to interfere with free and open competition.
- h. 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.

- i. 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.
- j. 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.**

- a. “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 PO, (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.
- b. Mercy Corps will be the sole owner of all work products. To the extent allowed by applicable law, all work products that consist 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 a work product to any person other than employees or agents of Mercy Corps. Contractor will hold all work products in trust for Mercy Corps. All work products will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 10.
- c. Contractor will promptly disclose in writing to Mercy Corps all Work products that contractor creates, alone or jointly with others, in the performance of its obligations under this Agreement.
- d. 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.

- e. 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, the contractor will return to Mercy Corps all confidential information provided by Mercy Corps to the 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.**

- a. Provided no PO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 calendar days prior written notice to the other party.
- b. Any PO may be terminated under the following circumstances:
  - i. by both Parties on mutual written agreement of the Parties;
  - ii. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
  - iii. 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;

- iv. by either Party due to the non-terminating Party's breach of this Agreement and failure to correct such breach within 15 working days' prior notice of such breach;
  - v. 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
  - vi. 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.
- c. 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, prorated 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.
- d. 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.

**14. 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 Kampala, Uganda. The language of the arbitration will be English.

**15. Access to Books and Records.** Mercy Corps, its donors (including, if applicable, USAID or any other donor, 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 PO issued by Mercy Corps under this MSA.

**16. Additional Donor Terms and Conditions.** The donor terms (if any) are incorporated in this agreement by reference and are fully binding on the 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 PO) or any other document between contractor and Mercy Corps, the donor terms will prevail.

## 17. Miscellaneous.

- a. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the Republic of Uganda (exclusive of the United Nations Convention on Contracts for the International sale of goods), without regard to the conflict of law's provisions thereof.
- b. 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.
- c. 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).
- d. Time is of the essence of each and every obligation of the contractor under this agreement.
- e. 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.
- f. 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.
- g. 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.
- h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive the termination, cancellation or expiration of this Agreement.



# Tender Package — Request for Proposal (RFP)



**Mercy Corps** is a registered International Non-Governmental Organization that has been operating in Uganda since 2006. Working in cooperation with communities to help build local capacity and support for economic development, Mercy Corps provides creative, transferable solutions through targeted emergency assistance, capacity building, and community driven development

The program and projects are financed by various International Donors including but not limited to USAID, USDA, ECHO, IDA, DFID, NIKE FOUNDATION SDC, WALMART FOUNDATION, FAO, MASTER CARD FOUNDATION, EC & EU, COCA COLA AFRICA FOUNDATION, WFP.

b. **Scope of Work:** Vehicle repairs and maintenance.

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

**4. Pricing:** Fixed priced [subject to change upon mutual agreement, should the exchange rates for the USD and ZAR fluctuate by more than 5% from the rates on date of submission] as per PO and price list in schedule II. Some of the prices may not be mentioned in Schedule II as Motor Car spare parts’ list is exhaustive and therefore cannot be covered. XXX guarantees that no prices will be charged above the standard prices or the standard price list. XXX shall provide such a price list in case of any expense that is not covered in Schedule II.

**5. Economic Price adjustment clause;** This contract is valid for TWO years with fixed prices [subject to change upon mutual agreement, should the exchange rates for the USD and ZAR fluctuate by more than 5% from the rates on date of submission]. If XXX or Mercy Corps decides to review the prices after completion of ONE year, any party based on the request of another party can conduct the survey. Based on the market survey the prices may be revised if mutually agreed.

**6. Invoicing & Payment Terms:** Upon acceptance of each Purchase Order and service completion, within 10 calendar days at the end of each month, the 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 calendar days of receipt of contractor’s invoice(s) (the “**Payment Terms**”) in the bank account mentioned below:

Bank Name: XXX

Bank Address: XXX

Account Number: XXX

Swift Code: XXX

# Tender Package — Request for Proposal (RFP)



Account Name: XXX

## 7. Key Personnel: General Manager Aftersales and Kampala Branch, XXX XXX, XXX

## 8. Authorized Representatives and Contact Information:

- a. **Mercy Corps:** Only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Purchase Order or an amendment to a Purchase Order:

XXX- Country Director

XXX- Director of Programs

XXX- Chief of Party

XXX- Chief of Party

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

XXX- Transport Officer

XXX- Head Driver

XXX- Operations Manager

- b. **Contractor:** Contractor's authorized representative for all purposes is:

## 9. Termination for Convenience Notice Period :( the "Termination Notice Period").

- i. This Contract may be terminated by either party at any time with one-month prior written notice. Any direct costs or expenses incurred by XXX prior to termination will be paid by Mercy Corps, subject to the terms of this contract. Any item(s) in process of being sold will be completed.
- ii. This contract may be terminated by Mercy Corps based on failure or non-performance by the service provider.

# Tender Package — Request for Proposal (RFP)



iii. Mercy Corps may also terminate this agreement upon written notice for its convenience or due to circumstances outside of the contractual parties' control (force majeure) including war activity in project area that forces the suspension of all activities for the foreseeable future, or unforeseen governmental interference that make it impracticable for Mercy Corps to continue its work. If Mercy Corps terminates for convenience or force majeure, it shall promptly pay XXX Uganda for all delivered services and any direct costs or expenses incurred by XXX prior to such termination.

**10. Donor Terms:** The Donor Terms set forth in Schedule III to the Agreement are hereby incorporated in the agreement by reference.

## SCHEDULE II; PRICE LIST.

Category	Details	Prices in UGX				
		Toyota Land Cruiser, Station Wagon, Hard Top, Diesel	Toyota Hiace Mini Van, Diesel, 2004	Toyota Corolla, Saloon, Petrol, 2008	Rav4 1999 - Petrol	Please include any other service or details if necessary
Minor Service	Engine Oil					
	Oil Filter					
	Fuel Filter					
	Air Filter					
	Spark Plugs					



# Tender Package — Request for Proposal (RFP)



	Labor					
<b>Total</b>						
Major Service	Check Front/rear Shocks					
	Check Front/rear suspension bushes					
	Engine Oil					
	Oil Filter					
	Fuel Filter					
	Air Filter					
	Spark Plugs					
	Replace Brake Pads					
	Wheel Alignment					
	Wheel Balancing					

# Tender Package — Request for Proposal (RFP)



	Check Stabilizer					
	Labor Charges					
<b>Total</b>						

#	Items  <i>List all the spare parts readily available</i>	Description	Unit Cost for each vehicle			
			Toyota Land Cruiser Hard Top, Station Wagon, Diesel 2012	Toyota Hiace Mini Van, Diesel, 2004	Toyota Corolla, Saloon, Petrol 2008	Rav 4 1999- Petrol
1	Oil filter					
2	Diesel/Filter secondary					
3	Air cleaner					
4	Brake pad					
5	Stabilizer bar bushes					
6	Rear brake lining					

# Tender Package — Request for Proposal (RFP)



7	Diesel filter primary					
8	Spring brushes rubber					
9	Z- link bushes					
10	Stabilizer bar hanger					
11	Cross bearing					
12	Rear shock absorbers					
13	CV bearing					
14	CV outer seal					
15	CV inner seal					
16	Alternator belt					
17	P/S steering					
18	A/C belt					
19	Timing belt					
20	Tensioner					
21	Hub bearing					

22	Differential oil seal					
23	Differential bearing for pinion					
24	Rear hub seal					
25	Shock absorber bushes					

NOTE: N/A - Parts not applicable to that vehicle.

***Prices are subject to change should the exchange rates for the USD and ZAR fluctuate by more than 5% from the rates on date of submission***

## SCHEDULE III DONOR TERMS

### OTHER CONTRACT PROVISIONS REQUIRED BY LAW OR MERCY CORPS'S DONORS

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

- 1.1 The service provider acknowledges that Mercy Corps has reporting obligations to its donors. Accordingly, the Service Provider consents to Mercy Corps sharing information about the service provider or the Services with its donors, including but not exclusively, the US Department of State, the European Union, the Department for International Development (DFID) and the United Nations as required
- 1.2 The service provider will be responsible for holding all invoices, receipts and financial and accounting documents relating to this contract for at least seven years following final payment made under this contract.

- 1.3 Mercy Corps, its donors, including but not exclusively, the US Department of State, US Agency for International Development, the Inspector General of the United States, the Comptroller General of the United States, the European Union, the Department for International Development (DFID) and the United Nations or any of their duly authorized representatives have the right of timely and unrestricted access to the location where the Service Provider is based or any location where the services are being implemented and to any books, documents, papers and records (including in electronic format), of the Service Provider that are pertinent to this Contract, in order to make monitoring, evaluation, audit, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Service Provider's personnel for the purpose of interview and discussion related to such documents. Such verification or audit may take place at any time during this Contract and up to seven years after final payment made under this Contract.
- 1.4 The Service Provider recognizes that Mercy Corps has a zero tolerance approach to bribery and corruption. The Service Provider will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps' Anti-Corruption and Anti-Bribery Policies or equivalent policies, including: (a) ensuring that its staff are aware that they must not accept or offer a bribe or facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Service Provider becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

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

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

- 1.5 The Contractor must disclose, in a timely manner, in writing to Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Mercy Corps will share such disclosures with:  
U.S. Agency for International Development  
Office of the Inspector General  
P.O. Box 657  
Washington, DC 200044-0657  
Phone: 1-800-230-6539 or 202-712-1023  
Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

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

1.6 The Service Provider shall take all reasonable precautions to avoid any conflict of interests and shall inform Mercy Corps without delay of any situation constituting or likely to entail a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

1.7 The Service Provider acknowledges that under no circumstances nor for any reason whatsoever will Mercy Corps' Donors, including but not exclusively, the US Department of State, US Agency for International Development, the European Union, the Department for International Development (DFID) and the United Nations, be held liable for damages as a result of or responsible for in relation to the work pursuant to the activities of the Service Provider under this Contract

1.8 The Service Provider is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

In addition, the Contractor must not engage in and must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml))

1.9 The Service Provider certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

1.10 The Service Provider certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any US Government department or agency.

1.11 The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

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

- (ii) Procure a commercial sex act during the period of this Contract;
- (iii) Use forced labor in the performance of the Contract; or
- (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
  - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
  - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
    - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
    - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
  - c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - d. Charging employees recruitment fees; or
  - e. Providing or arranging housing that fails to meet the host country housing and safety standards.

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

- 1.12 The Service Provider acknowledges that Mercy Corps must comply with its donors' principles of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labor, and the respect of basic social rights and working conditions based on international labour standards.
- 1.13 The Service Provider acknowledges that, under the Donor Contract, the recipients of funds are required to have a robust child protection policy and mechanisms to monitor its adherence and that it is important that a focus on child protection is maintained throughout the lifecycle of the project. The donor reserves the right to ask for the relevant child protection policy and mechanisms and test that they are implemented during the life of the project.

1.14 The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712

1.15 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

(a) The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID's Office of the Inspector General.

(b) The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(c) If Mercy Corps, the donor or other authorized officials of the donor determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.

(d) Definitions:

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

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

(e) The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.

1.16 The contractor is required to not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.



1.17 The Contractor agrees to incorporate the terms of “Article 10” word-for-word in all of its sub-contracts funded under this Contract, if any.

# Tender Package — Request for Proposal (RFP)



EXHIBIT                      A-                      Purchase                      Order                      PO                      Sample



## PURCHASE ORDER

<b>PO No</b>		<b>Date:</b>	
		<b>PR No</b>	
<b>MC Authorized Representative(s):</b>		<b>Supplier Authorized Representative(s):</b>	
<b>Mercy Corps 'country'</b>		Name(s):	
Address:		Address:	
Contact person(s):		Phone:	
Phone/Fax:		Contact Name:	
E-mail:			
<b>DELIVERY LOCATION:</b>		<b>PACKING REQUIREMENTS:</b>	
<b>P.O. Prepared by :</b>		<b>CURRENCY:</b> 1 USD =                      0	
<b>TRANSPORTATION &amp; UNLOADING TERMS:</b>		<b>PAYMENT TERMS:</b>	
<b>DELIVERY DATE:</b>			

Mercy Corps V2017-09-28

ITEM	Qty.	UNIT	DESCRIPTION (as agreed with the supplier)	UNIT PRICE	EXTENDED PRICE
1	1	PC			0.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

<b>Project Reference:</b>		SUB-TOTAL	0.00
		TAXES	0.00
		SHIPPING	Included
		INSURANCE	Included
		<b>TOTAL ORDER</b>	<b>0.00</b>

<b>Approved on behalf of Mercy Corps:</b>	<b>Approved on behalf of Vendor:</b>
Name & Title	Name & Title:
Signature:	Signature:
Date:	Date:
Financial Review	Understood and agreed with Conditions of Purchase

This Purchase Order (Schedule 1) is inclusive of the Terms and Conditions attached, which are a binding part of this agreement.

## 6. Attachments to the Tender Package

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

*Please complete all fields.*

### Supplier Information Sheet

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	

# Tender Package — Request for Proposal (RFP)



# 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 Address Account Number	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> Yes   No <u>Wire Transfer</u> Yes   No

# Tender Package — Request for Proposal (RFP)



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:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>

## 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. 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 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. 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,

# Tender Package — Request for Proposal (RFP)



it will ensure that the relationship is disclosed to Mercy Corps and will not be 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: \_\_\_\_\_

# Tender Package — Request for Proposal (RFP)



Date: \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

