

## Invitation to Tender- DIGITAL JOB MATCHING PLATFORM DESIGNEN

Tender Name: RFP to conduct research and support implementation of intervention. Capacitating Digital Connection platform to create more employment opportunities to Job seekers in Addis Ababa	Tender No: ADD 1858/2022
Location: (City, Country) - Addis Ababa, Ethiopia	Correspondence Language(s): English

### Brief Summary Description of Project:

Mercy Corps in partnership with other Organizations is implementing Livelihood Improvement for Women and Youth (LIWAY) project funded by SIDA in Addis Ababa. The aim of the program is to contribute to sustainable poverty reduction by improving the income of 200,000 poor people of which at least 50% are women and 75% youth/within the age group of 16-35/ living in Addis Ababa.

Mercy Corps is leading in a labor sector and started various interventions to address systemic constraints that obstructs the proper functioning of the labor market in Addis Ababa. These interventions are initiated based on detailed market assessment and action researches and works with both private & public partners over the past one and half years. They are geared towards employment/job creation through skills development training, availing labor market (job information), financial and technical supports for private and public actors for risk sharing and/or incentivize them to broaden their participation in the labor market. However, there is a huge barrier in getting job information and the existing digital and physical job matching mechanisms are not convenient for low and medium skilled job seekers. In most cases, the type of jobs that job seekers may get mostly temporary and unreliable as the job seekers show up daily without having organized prior information about vacant positions and/or employers. Employment agencies in Ethiopia is limited reach to both job seekers and employers. Most of these agencies are small in operation and have a limited number of companies that use their service making the chance of being employed narrower.

Tender Package Available from: 8 <sup>th</sup> August 2022, 8:00am	Tender Package Pickup Location: <a href="http://www.mercycorps.org/tenders">www.mercycorps.org/tenders</a> OR <b>Mercy corps Addis Ababa office</b> , Yeka Sub-City, Kebele 08, House No. 377; Hayahulet, Tel. 011-1-110777, P. O. Box 14319
Deadline for Offer Submission: 18 <sup>th</sup> August 2022, 5:00PM	Submit Offers to: <b>Mercy corps Addis Ababa office</b> , Yeka Sub-City, Kebele 08, House No. 377; Hayahulet, Tel. 011-1-110777, P. O. Box 14319 OR <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a>

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

### Questions and Answers (Q&A)



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If any, Submit Questions in writing to: [et-tender-questions@mercycorps.org](mailto:et-tender-questions@mercycorps.org)

Last Day for Questions:  
14<sup>th</sup> August 2022 5:00pm

Questions will be answered by:  
15<sup>th</sup> August 2022 5:00pm

Questions will be answered through [et-tender-questions@mercycorps.org](mailto:et-tender-questions@mercycorps.org)

### Documentation Checklist

These documents are contained within this tender package:

- ✓ Invitation to Tender
- ✓ General Conditions for Tender
- ✓ Criteria and Submittals
- ✓ Price Offer Sheet
- ✓ Supplier Information Form
- ✓ Scope of Work/Technical Specifications/BoQ
- ✓ Sample Contract

## 2. General Conditions for Tender

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

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

Mercy Corps strictly prohibits:

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

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

- Conflicts of interests in the awarding or management of contracts

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



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- *The sharing or obtaining of confidential information*

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

- *Collusion between/among offerors*

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

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

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

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

<http://mercycorps.org/integrityhotline>

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.



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- 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,



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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.



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## 3. Criteria & Submittals

### 3.1 Contract Terms

Mercy Corps intends to issue a **[Select: Fixed Price/Cost Reimbursement plus Fixed Fee/Time and Materials]** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6.

### 3.2 Specific Eligibility Criteria [To be completed in accordance with section 5.6 of the FP3]

Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- Formally registered private sector profit making organizations with renewed license which is proposing activities that support the objectives of the LI-WAY.
- Being an eligible business under the Ethiopian laws and regulations; and attach renewed Business license.
- Being in good standing with any Ethiopian taxation or legal authority; and which can submit Value Added Tax (VAT) registration and Tax Identification Number (TIN) certificate.
- Having a satisfactory record of performance and business ethics based on information available to Mercy Corps;
- The company needs to mobilize study team consisting of team leader specialized in research, marketing/promotional strategy and marketing material design and development experience and provide advisory services expert.
- Intends to support an array of potential private sector profit making 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:**

- CVS OF assigned consultants
- A reference list (including contact information) required
- A company profile (2 pages maximum) required
- Legal Business Registration
- Latest Tax Registration Certificate



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### Price Offer :

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price.. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must include applicable taxes as per the Ethiopian Government Tax policy and customs duties and all related costs.

### 3.4 Currency

Offers should be submitted in:-ETB  
Payments will be made in:-ETB

### 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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Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)
1. Project Relevance & Feasibility - 20	20%		
2. Organizational Capacity (human, technical, financial) - 20	20%		
3. Previous Experience in the Proposed Area (HISTORY, MOMENTUM) – 10	10%		
4. Potential Impact/Expected result - 10	10%		
5. Project Monitoring and Evaluation plan - 5	5%		
6. Work Plan – 5	5%		
7. Financial Feasibility - 30	30%		
<b>TOTAL POSSIBLE SCORE:</b>	<b>100%</b>		

### 3.5.2 Additional Due Diligence

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

- Reference Checks
- Ineligibility and compliance checking RPS before award
- Supplier's facility visits as required
- Determination of relations and affiliations between offerors



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- Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform
- Mercy corps will give priority for those who have green policy/environment protection policy

### 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 Proposal" section below

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

#### **Documents Comprising the Proposal**

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

- Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
  - A detailed specification of the offered services
  - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
- Other important documents offeror feels need to be attached to support their proposal

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

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



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## 5. Scope of Work/Technical Specifications

### Terms of Reference (TOR)

#### Capacitating Digital Connection Platform to Create more Employment Opportunities to Job Seekers in Addis Ababa

##### I. Background

Mercy Corps in partnership with other Organizations is implementing Livelihood Improvement for Women and Youth (LIWAY) project funded by SIDA in Addis Ababa. The aim of the program is to contribute to sustainable poverty reduction by improving the income of 200,000 poor people of which at least 50% are women and 75% youth/within the age group of 16-35/ living in Addis Ababa.

Mercy Corps is leading in a labor sector and started various interventions to address systemic constraints that obstructs the proper functioning of the labor market in Addis Ababa. These interventions are initiated based on detailed market assessment and action researches and works with both private & public partners over the past one and half years. They are geared towards employment/job creation through skills development training, availing labor market (job information), financial and technical supports for private and public actors for risk sharing and/or incentivize them to broaden their participation in the labor market. However, there is a huge barrier in getting job information and the existing digital and physical job matching mechanisms are not convenient for low and medium skilled job seekers. In most cases, the type of jobs that job seekers may get mostly temporary and unreliable as the job seekers show up daily without having organized prior information about vacant positions and/or employers. Employment agencies in Ethiopia is limited reach to both job seekers and employers. Most of these agencies are small in operation and have a limited number of companies that use their service making the chance of being employed narrower.

Digital job matching platforms designed to bring job seekers and employers together are emerging as an effective and efficient solution to the recruitment of job seekers. These services can be delivered by public and private service providers to all unemployed and active jobseekers. The growing digital market players in this space presents a good example for how such institutions bring in efficiency in the matching of job seekers and employers. And the Gig Economy presents a significant opportunity to help overcome the challenges of unemployment and underemployment. However most digital job matching platform lack a clear expansion growth strategy and plan in serving under employed and unemployed jobseekers. The potential demand is clear and has been demonstrated in other context, but the existing and emergent digital job matching platforms in Addis Ababa lack the capacity for effective marketing and promotion of their services to both workers and consumers in this bracket. Digital connection platforms have limited/no clear marketing strategies in place for achieving their goals and diversifying their businesses. This increases the chance of missing out new potential employers and job seekers. Gig suppliers and employment agencies lack manpower and most of them are start-up businesses, and they don't have appropriate financial or human resources to aggressively promote their products and services in the labor market. Due to limited promotion for potential employers and job seekers, number of digital job matching service providers have limited number job seekers and employers on their data base.

LIWAY proposes to partner Digital job matching service providers with marketing and PR company to research and pilot new marketing strategies focused on increasing the supply of employees and demand from consumers with a view to raising additional incomes for low-income women and youth. The learning of partnership and the overall demand research shall be shared with broader audience and create a better understanding of the digital job matching market for the newcomers.



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### II. Goal

The purpose of this announcement is to invite potential private marketing and PR company to submit technical and financial proposals clearly depicting how to research and pilot new marketing strategies for digital job matching service providers (DJMSP) to increase the supply of employees and demand of employers to increase income for low-income youth and women as well as to develop a strong and recognizable brand of DJMSP.

### III. Scope of Work

- Understand how marketing and promotion affects job matching service providers to improve their business and increase income of low-income job seekers.
- Assess and understand customer demand of job matching service and map the current demand for digital job matching services.
- Understand low-income job seekers who are looking for opportunities like domestic worker, cleaning, nanny, Plumer etc ... digital literacy skill.
- Quantify the pool of job seekers and employers who have been using digital job matching platform among different promotional channels.
- Understand why Job matching service providers (JMSP) not able to create partnership with advertising companies.
- Understand the best promotional channel for JMSP to reach LIWAY target audience and employers and conduct post market research after implementation based on market research recommendation.
- Assess and understand JMSPs willingness accept, and test selected promotional channels based on developed new marketing strategy.
- Assess and understand willingness of JMSPs to implement through recommended channels and modify their service provision based on recommendation made from study result.
- Study company profile and operations to understand its marketing and PR needs and implement strategy and campaign, provide advice on branding positioning, communication and other marketing issues.
- Develop insight on target audience, value proposition and brand strategy in consultation with JMSP.
- Assess major challenges/problems and forward possible recommendations appropriate job matching services to improve employment opportunities for job seekers.
- Throughout the process, the company will consult with LI-WAY team for approval of decisions.

### IV. Deliverables

Generally, the Ad company will be expected to produce and submit the following deliverables:

- ✓ Validate and present the research: A debriefing/validation workshop will be organized by Mercy Corps for interactive feedback by relevant stakeholders and Mercy Corps staffs but facilitated by the company (through a PowerPoint Presentation and/or other debriefing materials by the company).
- ✓ Submit draft report and compile comments from LIWAY team.
- ✓ Deliver Final Report- Well researched and full-fledged study report which should not be longer than 40 pages capturing but not limited to the following sections:
  - Executive summary (1-2 pages)



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- Introduction (Background, Problem Statement & Methodology) (7-10 pages)
- Findings (10 – 15 pages)
- Conclusion & Recommendations (5 – 10 pages)
- ✓ Submit two copies of full sets of final study report in hardcopy (color, if pictures or different colors used) and soft copy of full report in word & PDF presented in flash with all annexes and TOR on the last page.
- ✓ Select 4 job matching service providers to conduct post market research on identified (based on research recommendation) channel of advertisements to reach out LIWAY targets.
- ✓ Develop marketing and PR strategy and produce video, audio, print, motion graphics and digital contents for social media and website among other ways of communication for applicable promotion channels.
- ✓ Support deliverability of advertising/promoting JMS platform through selected channel of advertisement and provide advisory services for JMSPs based on the recommendation of the research.

### V. Duration

The Advertising company is expected to undertake the research within 60 calendar days.

### VI. Qualification and Experiences Requirements

The company needs to mobilize study team consisting of team leader specialized in research, marketing/promotional strategy and marketing material design and development experience and provide advisory services expert.

### VII. Application Process

Interested and experienced companies are required to Send a brief proposal (Technical and financial) an updated CV/profile of team that will actually engage in this task and references and all in English is required. Bidders should include full package of trade licenses and Tin Certificate. A complete technical and financial proposal with budget breakdown and workplan for the mentioned work should be submitted separately and in a sealed envelope.

The financial proposal should be detailed enough and should include any professional costs, Material costs and relevant administrative and logistic costs related to the work.

Evaluation is 70% technical and 30% financial and the financial evaluation will be considered only if the technical score is above 50%.

<b>Evaluation Criteria</b>
I. Project Relevance & Feasibility 20%
II. Organizational Capacity (human, technical, financial) 20%



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III. Previous Experience in the Proposed Area 10%
IV. Potential Impact/Expected result 10%
V. Project Monitoring and Evaluation plan 5%
VI. Workplan 5%
<b>Total Technical Score (70%)</b>
VII. Financial Feasibility/Budget 30%
<b>Total Financial Score (30%)</b>

Technical and financial proposal should be sent separately to [tenders@mercycorps.org](mailto:tenders@mercycorps.org)

OR

**To Mercy corps Addis Ababa office**, Yeka Sub-City, Kebele 08, House No. 377; Hayahulet, Tel. 011-1-110777, P. O. Box 14319 with reference “LIWAY Research, Advisory and Technical support in Capacitating Digital Connection Platform to Create more Employment Opportunities to Job Seekers” till 18th of August 2022 5:00PM.

Applications sent by other email account will not be considered.

Please collect the Tender Package with complete Terms of Reference from [www.mercycorps.org/tenders](http://www.mercycorps.org/tenders)

**OR** from Mercy corps Addis Ababa office address mentioned above as of 8th August 2022 8:00am

**Mercy corps reserves the right to reject this TOR fully or partially.**

### 6. Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract.

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

And

\_\_\_\_\_, Addis Abeba town and Telephone No \_\_\_\_\_ hereinafter called **Service Provider**

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**1. Defined Terms.** Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. "Contract" means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.

### 2. Delivery of Services.

- a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.
- 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 Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

**3. Compliance with SOW and Changes to the SOW.** Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps' prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor's performance under the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor's performance, an equitable adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps' and Contractor's Authorized Representative.

### 4. Invoicing and Payment.

- a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps' donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the Contract Number; (ii) Contractor's name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding \$25 USD, and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they



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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 Statement of Services, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
- c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

### 5. Taxes, Duties and Expenses.

- a. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
- b. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.

### 6. Representations, Warranties and Additional Covenants.

Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.

- a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.
- b. Contractor has the requisite skills to perform the Services in accordance with the SOW.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
- 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



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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 Contract.
- g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- 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 of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- k. Contractor understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([www.mercycorps.org/integrityhotline](http://www.mercycorps.org/integrityhotline)). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.

**7. Independent Contractor.** The parties intend to be independent Contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.



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### 8. 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 SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
- b. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country's copyright laws will constitute "works made for hire" under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.
- c. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.
- 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".

**9. Confidentiality.** Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps' policies and practices. Upon Mercy Corps' request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.

**10. Indemnification.** Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an "Indemnitee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or



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any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

**11. Termination.** This Contract may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties;
- b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;
- c. by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract;
- d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;
- e. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
- f. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event of termination due to Contractor's breach of this Contract or by Contractor for Contractor's convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps' breach of this Contract, by Mercy Corps for Mercy Corps' convenience, due to force majeure event, or due to loss of funding, Mercy Corps will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.

### **Penalty Clause:**

In the case that the Supplier fails to meet the agreed delivery period, the Supplier shall be liable to pay penalties of 0.05% of the value of the Goods for every day of the delay. Should the Supplier exceed the agreed delivery period by more than 10 days, Mercy Corps shall have the right to terminate this Agreement and request that the remaining balance of the advance paid to the Supplier be paid back.

**12. 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.



## Invitation to Tender- DIGITAL JOB MATCHING PLATFORM DESIGNEN

**13. Access to Books and Records.** Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.

**14. Additional Donor Terms and Conditions.** The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Contract or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.

### 15. Miscellaneous.

- a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
- b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
- 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 Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Contractor under this Contract.
- e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.
- f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.
- g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.



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h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.

### SCHEDULE I: ADDITIONAL TERMS

#### Statement of Services – Fixed Price

1. Scope of Work: see above

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

Deliverable #	Deliverable Description	Deliverable Due Date

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

Deliverable #	Deliverable Description	Deliverable Price	Total Contract Price



## Invitation to Tender- DIGITAL JOB MATCHING PLATFORM

### DESIGNEN


**Invoicing and Payment Terms:** [Upon written acceptance by Mercy Corps of each Services deliverable] [Upon completion of the Contract] Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor's invoice(s) (the "Payment Terms").

**Key Personnel:** [if applicable, include a list of the Contractor's personnel that are key to the bargain and the project and that the Contractor cannot change without prior written approval. If not applicable, note "Not Applicable" here.] (the "Key Personnel").

#### Authorized Representatives and Contact Information:

<b>Mercy Corps:</b> Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:	<b>Contractor:</b> Contractor's authorized representative for all purposes is:
Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.	

**Termination for Convenience Notice Period:** 5days (the "Termination Notice Period")



## SCHEDULE II

### Donor Terms

#### Annex XX - Other Contract Provisions Required by Law or MC's Donor

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

#### Liability/Indemnity

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

#### Right of Access/ Audit

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

#### Confidentiality

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

#### Anti-corruption

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

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



# Tender Package — Request for Proposal (RFP)



## Principal of Ethical Procurement

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

## Safeguarding

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

## Anti-terrorism

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

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

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

## Cancelation of the Contract

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



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

MERCY CORPS

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## 7. Attachments to the Tender Package

### Attachment 1 -Supplier Information Form template

**Mercy Corps**

**Supplier Information Form**

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

*Please complete all fields.*

#### Supplier Information

Company Name	
Any other names company is	

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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		



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Subsidiary or affiliate companies, if any	
---	--

## Financial Information

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

## Product/Service Information

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



# Tender Package — Request for Proposal (RFP)



## 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>



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## 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 donor's 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 has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, internal sexual misconduct, abuse or exploitation of children, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including: working conditions and social rights; avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from harassment (including sexual harassment), exploitation, abuse, bullying and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not 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.



# Tender Package — Request for Proposal (RFP)



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 [Update according to sections 3.3 and 4 of the Tender Package]:

Documents	
Legal Business Registration	
Latest Tax Registration Certificate	

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

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



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## Attachment 2 -Outlines and Forms for Full Application Submission

**Innovation Fund Application Outline (maximum 20 pages), to include:**

### **Section 1: Project Information & Executive summary**

Please input complete responses for each section of the table below

1. Project title:	
2. Name of applicant organization:	
3. Signatory/organization representative position:	
4. Contact information for the applicant organization and the signatory	Address: Phone: Email: Fax:
5. Project duration:	xxxx ____ to ____ xxxxxx
6. Address:	
7. Please provide a brief summary of your project in 300 words or less in this box:	

### **Section II: Project Description**

#### **1. Situational Assessment**

Clearly state the problem(s) you are seeking to address. Describe the population with which you propose to work and the local issues and conditions in your project area. Background information must focus only on the specific environment relevant to your project area and the identified problem(s). This information may include cultural, demographic, gender and socio-economic factors related to the development, delivery and sustainability of your project. If relevant, please describe the existing and/or missing infrastructure in the area such as outreach personnel, etc. Your situational assessment should be supported by recent data, literature and other verifiable information.



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## 2. Solution and Technical Approach

Based on the information you provided in the situational assessment and your description of the problem you are seeking to address, clearly state your proposed solution(s). Please provide a clear rationale for the solution(s) based on your situational assessment. Provide a clear and detailed narrative of your project objective(s) and the activities you are proposing to undertake to accomplish your objective(s). This information should be directly related to your Work Plan.

### **Section III: Project Conformity to the award**

## 1. Sustainability

Please describe how you plan to ensure that your activities continue at a high quality level beyond the period of funding.

### 3. Capacity Building

Please describe how your proposed activities will improve the overall ability of your organization to implement the proposed project.

#### Section IV. Institutional Capabilities and Past Performance

## 1. Organizational Capacity



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Please describe the resources (human, technical, financial) available to your organization to be able to successfully implement the project within the proposed timeframe and cost.

## 2. Previous Experience in the Proposed Area

Please provide a detailed but concise description of your previous or ongoing experience implementing similar activities. If you have been a prior awardee, provide a description of the project, major accomplishments and project implementation dates.

## Section V. Management and Staffing

Please describe how the proposed project will be effectively managed. Specifically, identify the key personnel and provide the following information for each key personnel position:

- Key qualifications of the proposed individual
- Roles and responsibilities for each position
- Reporting and lines of authority for each position. An organizational chart may be included to illustrate this information. If relevant to your project, describe the relationship between Headquarters offices and country or field offices.
- Amount of time that the personnel will be dedicating to this project

## Section VI. Work Plan

Provide an outline of your project objectives, activities and an estimated timeline for implementation. Each activity should relate directly to your program objective(s). All objectives and activities in the Work Plan must match the objectives and activities you have described in Section II of this application. The Work Plan must also include your proposed project results.

## Section VII: Expected results

General description of who will benefit from the proposed program and the proposed impact on them. Describe how the activities will change the environment or people. Please describe how the Innovation Fund will benefit people. Estimate the number of beneficiaries and gender.

- Total number of beneficiaries in the target group and describe if they are youths (15-29), agro- women, etc
- Composition of men and women as percentage.
- When will benefits be realized for the target group?
- Degree to which the proposal leverages significant private sector financial/in-kind resources

## Section VIII: Project Monitoring and Evaluation

### 1. Narrative

Provide a brief narrative describing the method(s) of data collection and storage that will be utilized for the project. Describe how you will review data and monitor results to determine whether desired results are being achieved and whether implementation is on track.



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## 2. Monitoring and Evaluation Table

Please note that your project should contribute to and track a wide range of standard for LI-WAY indicators. If additional indicators merit inclusion, please provide a compelling rationale.

### Section VIII: Budget

Please use the Full Application Budget Template provided in this document to submit your budget. Please provide all cost information in ETB and It must include any and all expenses related to the proposed program activity.

S/N	Investment type	Unit	No	Unit Cost	Total Cost	LI-WAY	Partner		Total Cost/ETB
							In Cash	In kind	

Attachments (maximum 10 pages), to include:

- Detailed budget and narrative
- Copy of valid country-specific registration certificate.
- Copy of the organization's charter.
- Signed copies of the relevant required certifications.
- Any other supporting document(s) as requested in the request for application.

END



## Tender Initiation Request

*This form should be completed by the Originator's Department, in cooperation with the Procurement Department, and attached to the approved Purchase Request. Both documents should then be submitted to the Procurement Department to initiate the tender process.*

PR # (or MAR#):	PR	PR Description:	Request for proposal submission, conduct research and support implementation
-----------------	----	-----------------	--

**1. Estimated Timeline:** Indicate any additional information (if any) regarding the expected delivery or completion date (scheduled delivery...), and/or estimated length of the contract, that is not stated in the PR. One year

**2. Select Bid or Proposal:** Explain why the option was selected next to selected option below (Refer to section 5.8 of the FP3 or consult with Global Procurement for additional assistance)

<input type="checkbox"/> Bid (RFB)	Lowest price technically acceptable. Must use "pass / fail" technical evaluation criteria.
<input type="checkbox"/> Proposal (RFP)	Trade off method. Set evaluation criteria and weighting or scoring.

Explanation:

**3. Supplier Eligibility Criteria:** List any additional eligibility criteria (section 5.9 of the FP3) to the minimum standard criteria defined in the FP3 (refer to sections 5.6 of the FP3)

Eligibility Criteria:

- Formally registered private sector profit making organizations with renewed license which is proposing activities that support the objectives of the LI-WAY.
- Being an eligible business under the Ethiopian laws and regulations; and attach renewed Business license.
- Being in good standing with any Ethiopian taxation or legal authority; and which can submit Value Added Tax (VAT) registration and Tax Identification Number (TIN) certificate.
- Having a satisfactory record of performance and business ethics based on information available to Mercy Corps;
- The company needs to mobilize study team consisting of team leader specialized in research, marketing/promotional strategy and marketing material design and development experience and provide advisory services expert.
- Intends to support an array of potential private sector profit making organizations

**4. Tender Submittals:** List documents that will be required for submission by offerors and used in the technical evaluation (Refer to section 5.10 of the FP3). The minimum Supplier Eligibility Criteria (as described in 5.6 of the FP3), such as business registration documents, do not need to be listed here, as they will be applicable to all tenders in a specific country as defined by the Procurement Department).

- Examples: Design documents, ISO certifications, CVs, and project timelines.
- CVS OF CONSULTANTS

  
 05/08/22

## Tender Initiation Request

- A reference list (including contact information) required
- A company profile (2 pages maximum) required
- Legal Business Registration
- Latest Tax Registration Certificate

**5. List Evaluation Criteria (for either method) and relative weighting (for Trade-Off method only):**  
 List as many evaluation criteria as needed (Refer to section 5.11 of the FP3 or consult with Global Procurement for additional assistance)

1. Project Relevance & Feasibility - 20
2. Organizational Capacity (human, technical, financial) - 20
3. Previous Experience in the Proposed Area (HISTORY, MOMENTUM) - 10
4. Potential Impact/Expected result - 10
5. Financial Feasibility - 30
6. Project Monitoring and Evaluation plan - 5
7. Work Plan – 5

**6. Sample:** Are you collecting samples for goods? (Read Section 5.12 of the FP3)

Yes  
 No  
 N/A

If Yes, are there special requirements?

(Default: 1 sample per each item will be collected.)

**7. Advertising (Optional):** Suggestions on advertising location and methods (suggestions will be considered by Procurement for inclusion in the advertising plan) (Read Section 5.15 of the FP3).

- Online: Ethiojobs, 2 Mercato.com
- Local: REPORTER NEWS PAPER
- Other:

**Q&A Session/Site Visit Requested?** (Read Section 5.13 and 6.7.2 of the FP3)

No  
 Yes

If yes list details, what the session is, where it will be held and a suggested date:

**Staff member responsible for answering written questions:** Tirame Godebo, Hayat Bayu & Meseret Tefera

Tirame Godebo  
  
 05/08/22

# Tender Initiation Request

**8. Quality Control Plan (for High-Value Tender only): Attach Quality Control Plan if applicable**

Not Applicable  
 Attached

**9. Contract Type and Templates:**

<input type="checkbox"/> Purchase Order - Goods <input type="checkbox"/> Purchase Agreement - Goods <input type="checkbox"/> Master Purchase Agreement - Ongoing Goods Purchases	<input type="checkbox"/> Service Agreement <input type="checkbox"/> Master Service Agreement - Ongoing Services Purchases
<input type="checkbox"/> Construction - Simple Contract <input type="checkbox"/> Construction - Intermediate Contract <input type="checkbox"/> Construction - FIDIC	<input type="checkbox"/> Other - Specify / Coordinate with Global Procurement (if necessary)

**Pricing Structure:** Select the requested Pricing Structure (refer to section 8.3.1 of the FP3). Fixed Price should be the default option; if another option is selected, explain why it was selected.

Fixed Price  
 Cost Reimbursement (Cost Plus Fixed Fee)  
 Time and Materials

**Special Terms for Contract:** If needed, identify any special contract terms that are different from our standard templates. Consult with Procurement if you are unsure. Note: The sample contract will have to be finalized prior to issuing the RFP (Refer to section 5.17 of the FP3).

**10. Other relevant information:** Indicate any other relevant information that would be helpful for the tender process. SEE THE TOR

**PURCHASE REQUEST FORM  
Purchase Request (PR) Form**

**Nº ADD 1858**

<b>Nº</b>											
DELIVERY ADDRESS:			MC ETH	LOCAL CURRENCY ABBREVIATION	ETB	Expected PR Award Date:	3-Aug-22				
PR DESCRIPTION:			Request for proposal submition, conduct research and support implementation		EXCHANGE RATE: \$1 USD = 52.83	Required Delivery / Completion Date:	16-Aug-22				
					FINANCE CODES						
Item №	Qty	Unit	Description	GL Account	Fund Code	Dept Code	Office Code	LIN Code	Activity Code	Estimated Unit Price /	Estimated Total Price / Cost
1	1	Company	Request for proposal submition, conduct research and support implementation of intervention	6348	91248	23738	ET01	91248L227		1,658,086.00	1,658,086
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20	Date:	Name: 03/08/22 Jiramo Goreded	Signature: 	Type of Purchase Request	TOTAL LOCAL:		1,658,086				
Originator				Goods <input type="radio"/>	Works <input type="radio"/>	TOTAL USD:		31,385			
Approver	Date: 09/08/22	Name: Melvin Weng	Signature: 								
Financial Review	Date: 04/08/22	Name: Almenophne Aron	Signature: 	Services <input checked="" type="radio"/>	Select Category						
CONSULT YOUR COUNTRY APPROVAL AUTHORITY MATRIX TO ENSURE CORRECT AUTHORIZATION											
NOTES or SPECIAL INSTRUCTIONS											



**LIWAY**

### Terms of Reference (TOR)

#### Capacitating Digital Connection Platform to Create more Employment Opportunities to Job Seekers in Addis Ababa

##### I. Background

Mercy Corps in partnership with other Organizations is implementing Livelihood Improvement for Women and Youth (LIWAY) project funded by SIDA in Addis Ababa. The aim of the program is to contribute to sustainable poverty reduction by improving the income of 200,000 poor people of which at least 50% are women and 75% youth/within the age group of 16-35/ living in Addis Ababa.

Mercy Corps is leading in a labor sector and started various interventions to address systemic constraints that obstructs the proper functioning of the labor market in Addis Ababa. These interventions are initiated based on detailed market assessment and action researches and works with both private & public partners over the past one and half years. They are geared towards employment/job creation through skills development training, availing labor market (job information), financial and technical supports for private and public actors for risk sharing and/or incentivize them to broaden their participation in the labor market. However, there is a huge barrier in getting job information and the existing digital and physical job matching mechanisms are not convenient for low and medium skilled job seekers. In most cases, the type of jobs that job seekers may get mostly temporary and unreliable as the job seekers show up daily without having organized prior information about vacant positions and/or employers. Employment agencies in Ethiopia is limited reach to both job seekers and employers. Most of these agencies are small in operation and have a limited number of companies that use their service making the chance of being employed narrower.

Digital job matching platforms designed to bring job seekers and employers together are emerging as an effective and efficient solution to the recruitment of job seekers. These services can be delivered by public and private service providers to all unemployed and active jobseekers. The growing digital market players in this space presents a good example for how such institutions bring in efficiency in the matching of job seekers and employers. And the Gig Economy presents a significant opportunity to help overcome the challenges of unemployment and underemployment. However most digital job matching platform lack a clear expansion growth strategy and plan in serving under employed and unemployed jobseekers. The potential demand is clear and has been demonstrated in other context, but the existing and emergent digital job matching platforms in Addis Ababa lack the capacity for effective marketing and promotion of their services to both workers and consumers in this bracket. Digital connection platforms have limited/no clear marketing strategies in place for achieving their goals and diversifying their businesses. This increases the chance of missing out new potential employers and job seekers. Gig suppliers and employment agencies lack manpower and most of them are start-up businesses, and they don't have appropriate financial or human resources to aggressively promote their products and services in the labor market. Due to limited promotion for potential employers and job seekers, number of digital job matching service providers have limited number job seekers and employers on their data base.

LIWAY proposes to partner Digital job matching service providers with marketing and PR company to research and pilot new marketing strategies focused on increasing the supply of employees and demand from consumers with a view to raising additional incomes for low-income women and youth. The learning of partnership and the overall demand research shall be shared with broader audience and create a better understanding of the digital job matching market for the newcomers.



**LIWAY**

## II. Goal

The purpose of this announcement is to invite potential private marketing and PR company to submit technical and financial proposals clearly depicting how to research and pilot new marketing strategies for digital job matching service providers (DJMSP) to increase the supply of employees and demand of employers to increase income for low-income youth and women as well as to develop a strong and recognizable brand of DJMSP.

## III. Scope of Work

- Understand how marketing and promotion affects job matching service providers to improve their business and increase income of low-income job seekers.
- Assess and understand customer demand of job matching service and map the current demand for digital job matching services.
- Understand low-income job seekers who are looking for opportunities like domestic worker, cleaning, nanny, Plumer etc ... digital literacy skill.
- Quantify the pool of job seekers and employers who have been using digital job matching platform among different promotional channels.
- Understand why Job matching service providers (JMS) not able to create partnership with advertising companies.
- Understand the best promotional channel for JMS to reach LIWAY target audience and employers and conduct post market research after implementation based on market research recommendation.
- Assess and understand JMSs willingness accept, and test selected promotional channels based on developed new marketing strategy.
- Assess and understand willingness of JMSs to implement through recommended channels and modify their service provision based on recommendation made from study result.
- Study company profile and operations to understand its marketing and PR needs and implement strategy and campaign, provide advice on branding positioning, communication and other marketing issues.
- Develop insight on target audience, value proposition and brand strategy in consultation with JMS.
- Assess major challenges/problems and forward possible recommendations appropriate job matching services to improve employment opportunities for job seekers.
- Throughout the process, the company will consult with LI-WAY team for approval of decisions.

## IV. Deliverables

Generally, the Ad company will be expected to produce and submit the following deliverables:

- ✓ Validate and present the research: A debriefing/validation workshop will be organized by Mercy Corps for interactive feedback by relevant stakeholders and Mercy Corps staffs but facilitated by the company (through a PowerPoint Presentation and/or other debriefing materials by the company).



## LIWAY

- ✓ Submit draft report and compile comments from LIWAY team.
- ✓ Deliver Final Report- Well researched and full-fledged study report which should not be longer than 40 pages capturing but not limited to the following sections:
  - Executive summary (1-2 pages)
  - Introduction (Background, Problem Statement & Methodology) (7-10 pages)
  - Findings (10 – 15 pages)
  - Conclusion & Recommendations (5 – 10 pages)
- ✓ Submit two copies of full sets of final study report in hardcopy (color, if pictures or different colors used) and soft copy of full report in word & PDF presented in flash with all annexes and TOR on the last page.
- ✓ Select 4 job matching service providers to conduct post market research on identified (based on research recommendation) channel of advertisements to reach out LIWAY targets.
- ✓ Develop marketing and PR strategy and produce video, audio, print, motion graphics and digital contents for social media and website among other ways of communication for applicable promotion channels.
- ✓ Support deliverability of advertising/promoting JMS platform through selected channel of advertisement and provide advisory services for JMSPs based on the recommendation of the research.

### V. Duration

The Advertising company is expected to undertake the research within 60 calendar days.

### VI. Qualification and Experiences Requirements

The company needs to mobilize study team consisting of team leader specialized in research, marketing/promotional strategy and marketing material design and development experience and provide advisory services expert.

### VII. Application Process

Interested and experienced companies are required to Send a brief proposal (Technical and financial) an updated CV/profile of team that will actually engage in this task and references and all in English is required. Bidders should include full package of trade licenses and Tin Certificate. A complete technical and financial proposal with budget breakdown and workplan for the mentioned work should be submitted separately and in a sealed envelope.

The financial proposal should be detailed enough and should include any professional costs, Material costs and relevant administrative and logistic costs related to the work.

Evaluation is 70% technical and 30% financial and the financial evaluation will be considered only if the technical score is above 50%.



LIWAY

Evaluation Criteria	
I. Project Relevance & Feasibility	20%
II. Organizational Capacity (human, technical, financial)	20%
III. Previous Experience in the Proposed Area	10%
IV. Potential Impact/Expected result	10%
V. Project Monitoring and Evaluation plan	5%
VI. Workplan	5%
<b>Total Technical Score (70%)</b>	
VII. Financial Feasibility/Budget	30%
<b>Total Financial Score (30%)</b>	

Technical and financial proposal should be sent separately to [tenders@mercycorps.org](mailto:tenders@mercycorps.org)

OR

**To Mercy corps Addis Ababa office**, Yeka Sub-City, Kebele 08, House No. 377; Hayahule, Tel. 011-1-110777, P. O. Box 14319 with reference “LIWAY Research, Advisory and Technical support in Capacitating Digital Connection Platform to Create more Employment Opportunities to Job Seekers” till 18th of August 2022 5:00PM.

Applications sent by other email account will not be considered.

Please collect the Tender Package with complete Terms of Reference from [www.mercycorps.org/tenders](http://www.mercycorps.org/tenders)

OR from Mercy corps Addis Ababa office address mentioned above as of 8th August 2022 8:00am

**Mercy corps reserves the right to reject this TOR fully or partially.**