# Invitation to Tender

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| **Tender Name: REQUEST FOR PROPOSAL – TWO-WAY COMMUNICATION SERVICE PROVIDER** | **Tender No: G08/2022** |
| Location: GLOBAL | Correspondence Language(s): ENGLISH |
| **Brief Summary Description of Project:** Two-way communication supports communities to access trusted, reliable information to make more informed decisions as well as interact with Mercy Corps program staff and stakeholders. Given the diverse contexts where Mercy Corps operates, the use cases for the two-way communication services will be diverse. In addition, the target users of the solutions have a range of levels of digital literacy, varied connectivity access, and differing levels of phone penetration (whether feature or smart phones). Mercy Corps seeks to engage service providers that can cater for the diverse needs and customize their solutions to take these factors into consideration and be able to account for these differences. Interested and eligible firms are invited to send their proposals as per the tender requirements in this RFP. Successful firms will be contracted on a framework agreement for an initial period of 24 months. Engagement by countries where Mercy corps works will be on a need basis through task orders with clear SoW.  |

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| **Tender Package Available from:****5th / October / 2022** | **Tender Package Pickup Location:** <https://www.mercycorps.org/tenders>  |
| **Deadline for Offer Submission:** **21st / October/ 2022 at 5Pm pacific time** | **Submit Offers to:****tenders@mercycorps.org****Indicate tender number and description under subject line** |

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

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| **Questions and Answers (Q&A)** |
| If any, Submit Questions in writing to: Lkagai@mercycorps.org |
| Last Day for Questions:13th October 2022 at 5PM Pacific Time | Questions will be answered by:14th October at 5 PM Pacific time |
| Questions will be answered through: All questions will be consolidated, and responses uploaded on the website alongside the RFP for access by all interested firms. |

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| **Documentation Checklist** |
| These documents are contained within this tender package:  | * Invitation to Tender
* General Conditions for Tender
* Criteria and Submittals
* Price Offer Sheet
* Supplier Information Form
* Scope of Work
* Sample Contract
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# General Conditions for Tender

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

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

**Mercy Corps strictly prohibits**:

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

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

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

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

* *The sharing or obtaining of confidential information*

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

* *Collusion between/among offerors*

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

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

**integrityhotline@mercycorps.org**

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

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

**2.2 Tender Basis:**

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

**2.3 Supplier Eligibility**

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

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

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

**2.4 Response Documents**

Offerors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

**2.5 Acceptance of Successful Response**

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

**2.6 Certification Regarding Terrorism**

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

# Criteria & Submittals

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| **3.1 Contract Terms** Mercy Corps intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6. |
| **3.2 Specific Eligibility Criteria** Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.Eligibility Criteria:* The offeror must be legally registered
* The offeror must be in good standing with its governing tax authority as per the tax law in the country where incorporated
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| **3.3 Tender Submittals**Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer. **Documents supporting the Eligibility Criteria:*** Legal Business Registration/ Certificate of incorporation
* Document indicating the firm is complying with tax requirements in the country where incorporated.

**Documents to conduct the Technical Evaluation and additional Due Diligence:** 1. Company Profile- A brief outline of your organization and services offered, including:
* Full legal name, jurisdiction of organization or incorporation and address of the company
* Full legal name and country of citizenry of company’s President and/or Chief Executive Officer, and all other officers and senior managers of the company
* Name, address, telephone number and email address for principal contact.
* Year business was established
* Name and professional qualifications of personnel who would provide the services
1. Cover letter outlining capacities and experience, with the firm’s availability and fees
2. Proof of capacity to develop two-way communication platforms
3. Reference letters and contact details from clients that prospective consultant or firms have provided services to in building and providing learning technology in multiple contexts (global), as well as providers that operate regionally or within one country.
4. Provide samples of previous learning technology that aligns with the requirements for this assignment within the last three years
5. Strong proposal that highlights innovation and strong technical details to support services delivery in challenging technological locations, with CVs of key personnel highlighting their profile and experience
6. Systems (Platform & Application) overview – Describe the proposed system, history, overall functionality
7. Detailed budget- Detailed Financial proposal as per section 4.
8. Completed supplier information form

**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. |
| **3.4 Currency** Offers should be submitted in: USD Payments will be made in: USD |

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| **3.5 Tender Evaluation (Trade-Off Selection Method)**Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation** ***Trade-Off Method***Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process. Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:

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

**Phase One:** Proposals will be scored in phase one using the criteria below. Points for each question will range from 0- 25, with 100 points the maximum score. Proposals must address each evaluation section and conform to all requirements and product or service specifications in the RFP. Proposals deemed unresponsive will not be considered.**Phase Two:** Short-listed vendors will be invited to a phase two to present an online, interactive demonstration of their software to a cross-agency panel of Mercy Corps team members that will also be scored. Mercy Corps will provide the required scenarios for the demonstration.

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| **Evaluation Criteria** | **Weight****(%)** | **Possible Points** **(1 to 10)** | **Weighted Score** |
| **(A)** | **(B)** | **(A\*B)** |
| **Functionality;** Bidder’s understanding of the product and service required, Strong Organizational capacity and technical knowhow to provide expert digital-based platform designs based on the user case presented herein. (0-30)  | 30% | 10 | 3 |
| **Experience:** Independent and verified references from existing and previous customers (0-10)This will be as per the recommendation letters and or evidence of similar services and learning technology previously deployed.  | 10% | 10 | 1.0 |
| **Vendor Capacity:** Relevant Experience in developing two-way communication solutions and in building and providing learning technology in different countries, serving multiple contexts (global), as well as providers that operate regionally or within one country for development work (0-40) (must possess below skills)* Strong background in providing digital solutions in the development and humanitarian context
* Substantive experience in the application of 2-way communication technology solutions,
* Demonstrated situational analysis and assessment experience, preferably in a hybrid of low connectivity areas and population with low digital literacy,

Strong theoretical and applied knowledge of deployment of 2-way communication technology is preferred. | 40% | 10 | 4.0 |
| **Cost:** Cost estimates will be assessed in the form of a market analysis taking into account one-time and ongoing costs inclusive of licensing and the warranty (0-20) | 20% | 10 | 2.0 |
| **TOTAL POSSIBLE SCORE:** | **100%** | **40** | **10** |

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| **3.5.2 Additional Due Diligence**Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):* Reference Checks
* Demo of the platform for user experience
* Internet search
* Ineligibility and Compliance checking (ICC)
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# Offer Form

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

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

***Documents Comprising the Proposal***

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

* **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
* A detailed Proposal
* Pricing to include:
1. All the associated costs clearly broken down
2. Non-profit pricing discount
3. Any other cost element relevant to this proposal
* 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.

**RFP cost.**

At the option of the Mercy Corps, finalists for the Agent designation may be selected for a final round of negotiations; however, applicants are encouraged to present their best offers with their initial submission. Mercy Corps reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which Mercy Corps, acting in the sole and exclusive exercise of its discretion, deems to be in Mercy Corps best interest.

# 5. Scope of Work/Technical Specifications

**5.1 Background**

**About Mercy Corps:**

Mercy Corps is a leading global humanitarian agency saving and improving lives in the world’s toughest places. With a network of experienced professionals in more than 40 countries, we partner with local communities to put bold ideas into action to help people recover, overcome hardship and build better lives now, and for the future. In these places, Mercy Corps listens to local voices to prioritize people’s most urgent needs, taking a long-term view and promoting innovative solutions that drive true change.

**Background**

Two-way communication supports communities to access trusted, reliable information via mobile phones to make more informed decisions as well as interact with Mercy Corps program staff and stakeholders. Given the diverse contexts where Mercy Corps operates, the use cases for the two-way communication services will be diverse and inclusive. Mercy Corps is seeking companies that can provide one or more of the following digital communication services:

* Targeted mass digital messaging
* Remote digital data collection
* Two-way feedback mechanism
* Digital training
* Digital marketing

In addition, the target users of the solutions have a range of levels of digital literacy, varied connectivity access, and differing levels of phone penetration (whether feature or smart phones). Mercy Corps seeks to engage service providers that are able to cater for the diverse needs and customize their solutions to take these factors into consideration and be able to account for these differences. We are interested in providers serving multiple contexts (global), as well as providers that operate regionally or within one country.

We are seeking partners who serve as a service provider or a platform as a service.

**5.2 Scope of Work**

The service providers should deliver:

1. A detailed and comprehensive description of their digital platforms and services including service level specification / Quality of Service.
2. The list of the countries where their services are available, (regional or country-specific providers are welcome to apply);
3. Back-end and technical and troubleshooting support throughout the life of the consultancy, culminating in training and guidance documentation describing the technology to be deployed, generation of mobile network and its compatibility with proposed solutions;
4. Documentation that platform and services provided uphold GDPR standards for data protection, privacy and security standards. See standards example here : <https://gdpr.eu/checklist/>
5. Affirmation that they will comply with Mercy Corps’ [Responsible Data Policy](https://dldocs.mercycorps.org/ResponsibleDataPolicy.pdf).

The digital communication platform should:

1. be accessible to participants and staff that meets the specific needs highlighted by the contracting program;
2. be built and designed based on a clear user journey to suit Mercy Corps’ program design and implementation strategy and informed by user testing with select participants ;
3. be able to operate in environments where mobile networks and electricity are available but unreliable and should not require consistent mobile network availability;

The service provider should have the capability to provide customized solutions as well as be able to provide services in various languages specific to the country of implementation.

***Specific requirements for each digital communication service*** (applicants can apply to be a service provider for one or more of these digital communication services)

**1.** **Targeted mass messaging**

Service provider supports programs to design, optimize and disseminate credible information to target populations using the Human Centered Design. Information can be recorded in various formats including pre-recorded audio messages, text, social media, networks, chatbots, graphic designs, visual formats (infographics, etc).

**Service provider should have internal capacity to:**

1. Work closely with program teams to digitize credible information in desired formats.
2. Record content via desired format(s) including text or voice messages in the preferred local or international language(s).
3. Develop versatile content styles including but not limited to monologues, dialogues, games and quizzes.
4. Collaborate with local Mobile Network Operators to allow programs to communicate with participants via mobile phones ensuring the message formats that are compatible with the various phone types including basic feature phones.
5. Test content flow with representative participants and then mass disseminate approved content.
6. Set up a real time dashboard for impact measurement.
7. Provide marketing support to popularize the content among target participants.
8. Work with Programs to play an advisory role in providing suggestions and recommendations for the best approaches, contents, platforms that are adaptable to the targeted communities based on their experience.

**2. Remote data collection and feedback mechanisms**

Service provider supports programs to design data collection and mobile feedback systems utilizing mobile survey tools and reporting hotlines.

**Service provider should have internal capacity to:**

1. Provide pre-recorded operator solutions for program call centers.
2. Design and disseminate mobile surveys through various channels including interactive voice response, text messages, graphic design and infographics.
3. Work closely with program, monitoring and evaluation, accountability, and/or research teams to optimize surveys.
4. Co-design metrics and reporting formats with the program team, including standard or donor indicators and disaggregation, and report data according to agreed upon internal or donor timelines.
5. Field test the surveys on target participants and optimize based on feedback.
6. Disseminate the data collection/survey or feedback tool.
7. Provide back-end support to enable data analysis and summarize results.

 **3. Remote training solutions**

Solution to support programs to digitize their content and disseminate it to participants via various mobile channels using offline and online options.

**Service provider should have internal capacity to:**

1. Working closely with programs, design training modules using human centered design to digitize training content.
2. Optimize content and activities for mobile communication including interactive content quizzes, games, etc.
3. Field test content and optimize content based on participant feedback.
4. Disseminate training modules through various communication channels including text, IVR and other platforms ensuring social inclusion and gender integration across board.
5. Collect data on participants' performance through the training platform.
6. Provide system solution to measure information retention among participants;
7. Provide a channel for the evaluation of training by participants.

**4. Two-way feedback mechanisms**

Service providers should deliver interactive solutions that will allow sharing of information in a two way channel, ensuring users will have the ability to provide feedback, ask questions and obtain responses.

Service provider should have internal capacity to:

1. provide a platform/channel accessible for participants to raise and track issues of concern, demonstrating how services have responded to their needs or not.
2. provide a channel for stakeholders to report sensitive issues and a process for the project to respond to these concerns ensuring confidentiality
3. describe how feedback will be collected (the specific feedback mechanism)
4. describe the different responsibilities for the receipt of feedback
5. describe how feedback will be processed, including the documentation of information

**4. Digital Marketing**

Service providers should deliver a platform that provides an avenue for two-way communication between actual and potential customers with businesses as well as other employment opportunities.

**6. Other innovative solutions**

Service providers are encouraged to propose other innovative solutions that take into account providing information access to communities with basic/feature phone access, limited access to phones, disabled communities, gender disparities, low literacy, low digital literacy and poor connectivity.

Solutions taking into account digital inclusions, whereby those dependent on assistive technology to access digital services are taken into account are highly encouraged,

 **Reporting Requirements**

All solutions provided should have a backend dashboard which provides information on the user's journey throughout the process in an easy to read and access reporting format accessible to Mercy Corps.

1. System should have the capacity to provide both raw, unanalyzed data, as well as structured reports;
2. Platform should include a dynamic report tool allowing Mercy Corps to set criteria and create a report based on selected criteria;

**Required Experience:**

1. A competent firm with proven experience in developing solutions.
2. Proof of at least 3 years’ experience in digital training and service-based platform for development work
3. Excellent knowledge of building and providing two-way communication solutions in different countries for development works.
4. Robust system that enables multi-channel communication including both IVR, text visuals and infographics.
5. Pre-agreements with several major telecoms across the regions that Mercy Corps operates to enable easy integration and low-cost dissemination of messages

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# 6. Sample Contract

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

**MASTER SERVICE AGREEMENT

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

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

1. **Master Agreement; Specific Services**. From time to time, Mercy Corps may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a task order (“**Task Order**” or “**TO**”) which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify Mercy Corps within the Task Order Offer Period time specified in Schedule I if it accepts a Task Order, rejects a Task Order or requires changes to a Task Order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the Task Order Offer Period has expired.
2. **Additional Terms and Defined Terms**. Additional Terms are specified in Schedule I hereto (the “**Additional Terms**”). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Task Order Offer Period, Authorized Representative, Key Personnel, Payment Terms, Services, TO and Scope of Work (SOW). “**Agreement**” means this Master Services Agreement and Schedule I, in each case as amended, modified or supplemented from time to time. Other terms may be defined throughout this Agreement as specified.
3. **Delivery of Services**.
	1. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions set forth in this Agreement and each TO.
	2. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in the Additional Terms is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to the Additional Terms specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.
4. **Compliance with TOs and Changes to TOs.** Services will be provided strictly in accordance with each TO. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor's performance under a TO by written notice to Contractor specifying the changes. Unless mutually agreed, a change to a TO by Mercy Corps does not apply to Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor's performance, an equitable adjustment may be made in the TO or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.
5. **Non-Exclusivity.** This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a minimum purchase of services, Mercy Corps is not obligated to issue any Task Order to Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a TO(s) for the minimum purchase amount.
6. **Invoicing and Payment**.
	1. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Additional Terms. Each invoice will include (i) the Contract Number and TO number; (ii) Contractor’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v), if applicable per the Additional Terms, an itemization of the specified increments of time worked, (vi), if applicable per the Additional Terms, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps’ Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Additional Terms, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps’ reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services
	2. Except as otherwise provided in the Additional Terms, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
	3. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.
7. **Taxes, Duties and Expenses**.
	1. Except as otherwise provided in the Additional Terms, Contractor is responsible for all expenses incurred by it in performing under this Agreement and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
	2. In the event the Additional Terms do allow for reimbursement of Contractor expenses, such expenses must be listed as acceptable expenses in the Additional Terms or the Task Order and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.
8. **Representations, Warranties and Additional Covenants**. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.
	1. Contractor has full rights and authority to enter into and perform its obligations under this Agreement. Contractor’s performance will not violate any agreement or obligation between Contractor and any third party.
	2. Contractor has the requisite skills to perform the Services in accordance with this Agreement.
	3. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by Contractor of its obligations under this Agreement will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
	4. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
	5. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (<http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml>).
	6. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Agreement.
	7. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any TO. Contractor did not seek or obtain confidential information related to the award of this Agreement or any TO from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any TO, to set prices being offered or in any other way to interfere with free and open competition.
	8. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
	9. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
	10. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
9. **Independent Contractor**. The parties intend to be independent contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.
10. **Work Product and Intellectual Property Rights**.
	1. “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any TO, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
	2. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 10.
	3. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Agreement.
	4. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.
	5. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”.
11. **Confidentiality**. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Agreement to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Agreement (including all Statements of Services); and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.
12. **Indemnification**. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Agreement, any failure by Contractor to fully perform its obligations under this Agreement or any breach by Contractor of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.
13. **Termination and Remedies.**
	1. Provided no TO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 days prior written notice to the other party.
	2. Any TO may be terminated under the following circumstances:
		1. by both Parties on mutual written agreement of the Parties;
		2. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
		3. by Mercy Corps immediately upon written notice in the event Mercy Corps’ donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under the Additional Terms;
		4. by either Party due to the non-terminating Party’s breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;
		5. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Agreement; or
		6. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

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

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

1. **Dispute Resolution**. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.
2. **Access to Books and Records**. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final TO issued by Mercy Corps under this MSA.
3. **Additional Donor Terms and Conditions**. The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Agreement (including any Additional Terms of TO) or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.
4. **Miscellaneous**.
	1. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
	2. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Agreement.
	3. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on the Additional Terms. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
	4. Time is of the essence of each and every obligation of Contractor under this Agreement.
	5. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
	6. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
	7. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
	8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive the termination, cancellation of expiration of this Agreement.
	9. In the event that there is a conflict in term between this Master Services Agreement and any TO, the terms in the Master Services Agreement shall prevail unless the changed terms in the TO specifically state the section of the Master Services Agreement or Additional Terms that the TO is changing, in which case the new terms in the TO shall prevail only as to that TO.

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

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

**SCHEDULE I**

**ADDITIONAL TERMS**

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

a. Background:

b. Scope of Work:

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

1. **Pricing:**
2. **Invoicing & Payment Terms: [**Upon acceptance of each Task Order or deliverable] [Within *[X]* days at the end of each month] Contractor will submit an Invoice in accordance with pricing as specified in the Agreement. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “**Payment Terms**”).
3. **Key Personnel:** *[if applicable, include a list of the Contractor’s personnel (either by name or position, ideally both) that are key to the bargain and the project and that the Contractor cannot change without prior approval. If not applicable, note “Not Applicable” here.] (the “Key Personnel”).*
4. **Reimbursable Expenses:** *[If applicable, include a description of the expenses that the Contractor can incur and charge Mercy Corps for above and beyond the price for services. If not applicable, note “Not Applicable” here].*
5. **Authorized Representatives and Contact Information:**
	1. **Mercy Corps:**  Only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Task Order or an amendment to a Task Order:

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

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

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

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

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

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

**Annex B:**

**CHILD AND VULNERABLE ADULTS PROTECTION POLICY**

Mercy Corps aims to safeguard children/vulnerable adults from abuse, violence and exploitation in all that we do, in line with Article 19\* of United Nations Convention on the Rights of the Child.

Besides economic, social and political problems affecting large numbers of children/vulnerable adults in countries where Mercy Corps works, individuals may be at risk from abuse by adults or other children. This policy concerns maltreatment of a child/vulnerable adult in contact with a Mercy Corps team member. Mercy Corps’ policy is to react sensitively to any suspicions or allegations and deal with them appropriately. Any team member who has suspicions of or has witnessed any form of inappropriate behavior as defined in this policy should immediately report it to the Country Director or Regional Program Director as appropriate and the UK HR Director or US HR Services Director.

Any employee who is accused of inappropriate behavior towards a child/vulnerable adult, regardless of whether this is within or outside the work context, will be immediately removed from contact with children/vulnerable adults in the work context while the incident is being investigated.

Any inappropriate behavior towards a child/vulnerable adult, regardless of whether this is within or outside the work context, could constitute gross misconduct and could result in termination of employment. Appropriate action will also be taken against partners and others engaged in our work.

Mercy Corps works in many situations which are inherently abusive to children/vulnerable adults, and in some situations it is unrealistic to intervene on a personal level in the lives of individuals who could be seen as suffering ‘abuse’ in the widest sense. Such concerns may be addressed more appropriately at a programmatic level. However, Mercy Corps team members may well have a professional duty to act where there are concerns in relation to children/vulnerable adults with whom they are in contact, directly or indirectly. Their ability to act may be severely limited by particular circumstances prevailing locally, but concerns must still be raised, and possible action considered.

**Values and Principles in working with Children/Vulnerable Adults:**

When team members are in contact with children/vulnerable adults, they should:

* At all times treat children/vulnerable adults with respect.
* Regard them positively and value them as individuals who have specific needs and rights and a particular contribution to make.
* Work with them in a spirit of co-operation and partnership based on mutual trust and respect; value their views and take them seriously
* Work with them in ways that enhance their inherent capacities and capabilities, and develop their potential
* Strive to understand them within the context in which they live.

**It is important for all team members in contact with children/vulnerable adults to:**

* Be aware of situations which may present risks and manage these risks.
* Plan and organize the work and the workplace so as to minimize risks as far as possible.
* Ensure that a culture of openness exists to enable any issues or concerns to be raised and discussed.
* Ensure that a sense of accountability exists between team members so that poor practice or potentially abusive behavior does not go unchallenged.

**Team members must be especially aware of potential abusive situations when working with children.**

Team members must never:

* Develop physical/sexual relationships with children
* Develop relationships with children which could in any way be deemed exploitative or abusive
* Act in ways that may be abusive or may place a child at risk of abuse.

**Team members must avoid actions or behavior that could be construed as poor practice or potentially abusive. For example, they should never:**

* Use language, make suggestions or offer advice which is inappropriate, offensive or abusive
* Behave physically in a manner toward children which is inappropriate or sexually provocative
* Have a child/children with whom they are working stay overnight at their home unsupervised
* Sleep in the same room or bed as a child with whom they are working
* Do things for children of an intimate personal nature that they can do for themselves
* Condone, or participate in, behavior toward children which is illegal, unsafe or abusive
* Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse discriminate against, show differential treatment, or favor particular children to the exclusion of others

**PREVENTION OF SEXUAL EXPLOITATION AND ABUSE POLICY**

All Mercy Corps team members must be aware of and adhere to the Core Principles laid out by the United Nations and INTERACTION in 2002, to which Mercy Corps is committed.

1. Sexual activity with children (persons under the age of 18, when not legally married) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
2. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes an exchange of assistance that is due to beneficiaries. Sexual acts with prostitutes are prohibited at any time during employment with Mercy Corps.
3. Sexual relationships between expatriate humanitarian workers and beneficiaries are prohibited since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
4. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via established agency reporting mechanisms.
5. Humanitarian workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of the code of conduct. Managers at all levels have particular responsibility to support and develop systems that maintain this environment.

Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.

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

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

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

***Please complete all fields.***

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

**Financial Information**

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

**Product/Service Information**

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

**References**

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

**Supplier Self-Certification of Eligibility**

Company certifies that:

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

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

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

Company Name:

Name of Representative:

Title:

Signature:

Date:

**Attachment 2 -Price Offer Sheet template**

Please categorize costs as follows and you are free to add lines in the price offer sheet where applicable.

This will be considered during bid analysis.

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

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 |
| **Cost Category** |  **Additional Description** | **Unit of Measure** | **Unit Price (USD)** | **Total Price in USD (if possible to determine)** |
| All associated costs clearly broken down plus options/ scenarios |   |   |   |   |
| Platform set up cost |   |   |   |   |
| Any other applicable cost as per the proposal |   |   |   |   |
|  |   |   |   |   |
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|   |   |   |   |   |
| Prices without Tax. Tax application will be determined at the time of task order depending on the country and donor requirements.  |   |   |   |   |
|  |   |   |   |   |
| **Total:** |   |   |   |   |
|   |  |  |  |   |
| **Company Name:** |   |
| **Name of Representative:** |   |
| **Title:** |   |
| **Signature:** |   |
| **Date:** |   |
|  |  |  |  |  |
| **Tender #:** |   |

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