

# Tender Package — Request for Proposal (RFP)



## 1. Invitation to Tender

<b>Tender Name:</b> EXPANSION OF CONTRACT FARMING AND AGRICULTURE PRODUCE BUYING NETWORKS IN SOUTH KORDOFAN, SUDAN	<b>Tender No:</b> <b>KRT-0093</b>
Location: (Kadugli, Elref Elshargi, Dilling and Habila localities in South Kordofan State, Sudan)	Correspondence Language(s): English
<b>Brief Summary Description of Project:</b> Mercy Corps is seeking to partner with preferably up to two contract farming and agriculture produce buying companies which wish to expand their contract farming and produce buying business to South Kordofan State. The aim of this partnership is to improve access to inputs (seeds, land preparation equipment etc.), agriculture extension training and markets for a total of 1,000 small-scale farmers and agribusinesses in the 4 targeted localities of South Kordofan State. Mercy Corps understands that different companies employ different models so activities proposed in the SOW are a guide which can be customized by each company to suit their business strategies and during the evaluation, Mercy Corps will assess the appropriateness of the customized activities to achieve the targeted goal of the partnership.	

<b>Tender Package Available from:</b> (April 19 , 2022 at 2:00PM)	<b>Tender Package Pickup Location:</b> Mercy Corps Europe, Khartoum Office, Altaef Area, Badr street at the junction with Abdalla Eltayeb street,  Service providers can request the tender package through the following email : <a href="mailto:sd-tenders@mercy Corps.org">sd-tenders@mercy Corps.org</a>
<b>Deadline for Offer Submission:</b> (April 28, 2022 at 15:30 PM)	<b>Submit Offers to:</b> Mercy Corps Europe, Khartoum Office, Altaef Area, Badr street at the junction with Abdalla Eltayeb street,

*Mercy Corps will reject any late offers*

<b>Questions and Answers (Q&amp;A)</b>	
If any, Submit Questions in writing to: (Mercy Corps Europe –Khartoum office, Eltaef Area, off Abdallah Eltayeb with Bador st <a href="http://mercy Corps.org">mercy Corps.org</a> /or email <a href="mailto:iadam@mercy Corps.org">iadam@mercy Corps.org</a> )	
Last Day for Questions: (April 25, 2022; 14:00 hrs)	Questions will be answered by: (April 26 , 2022; 15:00 hrs)
Questions will be answered through: <b>Email</b>	

<b>Information and Question and Answer Session: No</b>
--

# Tender Package — Request for Proposal (RFP)



Date / Time:	Location:
Point of Contact: <a href="#">Mercy Corps Khartoum office</a>	

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
	✓	Application template
	✓	Budget template

## 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.
- 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@mercy Corps.org](mailto:integrityhotline@mercy Corps.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 **[300 days]** from its date of submission, **or length of the contract, whichever is longer.**
- 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.

## 3. Criteria & Submittals

### 3.1 Contract Terms

Mercy Corps intends to issue a **[Fixed Price]** contract to one or several companies 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 have a physical office address branded with company name
- The offeror must be legally registered and possess a license to trade in produce.
- The offeror must be in good standing with its governing tax authority
- Must have been operating in Sudan, buying agricultural produce for at least 3 years.
- Engaged in contract farming or related model for at least two years
- Experience of working with smallholder farmers and produce buying agents for at least 1 year
- Evidence of existing extensive networks would be an added advantage.
- Willing to meet part of the cost of expanding its contract farming and produce buying networks to areas targeted by SAFE program.
- Must believe in and show willingness to promote women produce buyers, and support women to improve access to markets.
- Will pass all Mercy Corps due diligence efforts and have a good reputation in the region
- Committed to promoting sustainable environmental management practices (soil, water and vegetation and disposal of hazardous materials)

### 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 (Include but not limited to Company Establishment Certificate and Agreement including ownership list)
- Latest Tax Registration Certificate
- Company profile with detailed information about the company demonstrating technical and operational capability; such as in contract farming, produce buying etc.
- List of at least two similar works (including contact information) in the last three years.

Proof of project-related technical capacity (letters, certificate, any documents proving the experience and knowledge)

**Documents to conduct the Technical Evaluation and additional Due Diligence:** [To be completed according to the specific items to be tendered]

## 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, and contribution from expected parties as seen below. All items must be clearly labeled and included in the total offered price. The price offer should be broken down in a detailed budget form according to the format provided. Listing the cost for items such as identification of seeds sales/retail points

Offerors must include VAT and customs duties in their offer if applicable

- **Technical narrative application:**

The offeror must complete the application form attached to explain how they expect to carry out the meet the required targets by explaining the activities which will be undertaken and the specific targets attached to each. The application template is composed of questions to guide the offerors on the minimum information they need to provide. The SOW provides a list of the main activities which Mercy Corps requires the offeror to conduct as well as a list proposed activity which Mercy Corps thinks the offeror can undertake to complete the main activities. The offeror can edit/rewrite the sub activities if the offeror feels other sub activities are required to meet the expected output for each main activity. **The offeror should explain how the sub activities will be undertaken and also specify expected number of people items etc., expected to be reached /provided for each main activity and sub activity.** If the offeror does not wish to carry out some activities, the section should be clearly marked with the words “this company will not carry out this Main activity”. This document also contains a section on workplan where the offeror must summarize the workplan which has been developed in a separate template provided. If the offeror edits the list of sub activities, the same edit should be made in the work plan template as well.

- **Detailed budget:**

A detailed budget template has been provided by Mercy Corps Europe with major activities already written in this template and also the sub activities also proposed. If the offeror edits the list of sub activities in the application template, the same edit should be made in the budget template as well and the budget notes in the same budget document provided. The offeror should use the sheet for budget notes to explain all the cost items and cost basis for each budget item. Mercy Corps will review the detailed budget based on how appropriate the sub activities are for the intended results and whether the cost stated has been arrived at fairly. Being a business expansion support program, Mercy Corps expects the offeror to co-fund the budget to at least a level of 30%.

Offerors must include VAT and customs duties in their offer if applicable

## 3.4 Currency

Offers should be submitted in: **SDG and in USD if the company operates a USD account**

Payments will be made in: **\_\_\_\_\_SDG or USD if the company operates a USD account**

## 3.5 Tender Evaluation (Trade-Off Selection Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

### 3.5.1 Scoring Evaluation

#### ***Trade-Off Method***

Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the proposal's overall **"value for money"** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.

Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in [section 3.5.2](#).

When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:

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

Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)

The number of Contract farming and rural produce buying agents to be recruited.	10		
Number of smallholder farmers to be engaged in contract farming model by the company	20		
Type of inputs to be provided to smallholder farmers to support them in contract farming activities	20		
Number and type of trainings that the company will conduct for farmers and number of demonstration plots to be set up for training farmers to improve their capacity to produce quality yields	15		
Contribution of appropriate costs to be met by the contract farming company	20		
Clarity in explanation of how the proposed activities will be conducted which will lead to successful activity outputs and meeting the objectives of the scope.	8		
Clarity, feasibility and appropriateness of the proposed implementation schedule in the workplan	7		
<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
- Verification of Ownership

## 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 goods, services and/or works (Proposal)
  - Warranty (if necessary and appropriate)
  - Delivery time
  - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 60 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)
- Application forms provided in the package (**proposal template, budget template and work plan** template)
- Other important documents offeror feels need to be attached to support their proposal

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

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

## 5. Scope of Work

### Scope of Work for Call for Proposal

#### EXPANSION OF CONTRACT FARMING AND AGRICULTURE PRODUCE MARKET NETWORKS AND IN SOUTH KORDOFAN, SUDAN

**SOW Objective:** To support contract farming companies to expand contract farming models and produce buying networks to small holder farmers in South Kordofan State

**Key activities:** sensitization of communities and leaders, selection of groups of smallholder farmers to do contract farming, training of contracted farmers, providing seeds at a subsidized price, identifying and training buying agents and buying from farmers.

**Targeted localities in South Kordofan State:** Kadugli, Aref AlShargi, Dilling and Habilla Localities.

Localities have been divided into 2 clusters: companies can apply for one or both clusters. The targets/outputs specified in below are for one cluster.

- Cluster 1: Kadugli and Alref Alshargi localities
- Cluster 2: Dilling and Habila localities

Mercy Corps is seeking to contract a minimum one, business operator in the sector of agriculture within South Kordofan. The aim of this partnership is to improve access to inputs (seeds, land preparation equipment etc.), agriculture extension training and markets for **a total of 1,000** small-scale farmers and agribusinesses in the 4 targeted localities of South Kordofan State. Mercy Corps is aware that the different economic operators operationalize different models of their businesses therefore, this SOW serves as a guide of services required for this call for proposal. Mercy Corps will assess the appropriateness of the customized activities to achieving the program targeted goal against proposals that will apply for this purpose.

The applicant should be prepared to contribute at least 30% of the proposal budget; the higher the contribution, the higher the chance of selection.

## 1) Background:

Mercy Corps, in partnership with the Adventist Development and Relief Agency (ADRA), is implementing a SIDA-funded program called 'Strengthening Agricultural Markets and Food Security (SAFE) in South Kordofan and Blue Nile states.

Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future.

ADRA is the global humanitarian organization of the Seventh-day Adventist Church. Through an international network, ADRA delivers relief and development assistance to individuals in more than 130 countries—regardless of their ethnicity, political affiliation, or religious association. By partnering with communities, organizations, and governments, ADRA is able to improve the quality of life of millions through 9 impact areas.

## 2) Purpose / Project Description:

The SAFE program's overall goal is to reduce vulnerability, increase income and food security of small-scale farmers in South Kordofan State.

This program is being implemented through an approach which seeks to improve the way the agribusiness companies and institutions in the agricultural value chain market operate and engage with their customers to ensure farmers are better served. This approach aims to support these agribusiness companies and institutions which buy products from farmers or provide goods and services to farmers to enable them to expand their outreach to farmers and adapt the way they work with farmers so that more farmers receive better services. In doing so, this program will facilitate long term development of the agricultural market systems which will bring more benefit to all parties involved in the system.

The program will seek service contracts with match contributions with private business operators (those selling seeds to farmers or buying produce from farmers).

Specifically, the program aims to achieve the following objectives:

- Objective 1:** Male and female small-scale farmers have increased and more climate-resilient yields.
- Objective 2:** Male and female small-scale farmers increase sustainable natural resource management practices
- Objective 3:** Male and female small-scale farmers have improved market linkages
- Objective 4:** Increased gender equity and increased empowerment of men, women, boys and girls in farming and access to finances and markets
- Objective 5:** Increased preparedness and ability to respond to disasters

### 3) Agriculture produce markets and contract farming in South Kordofan State

South Kordofan state is among the top rainfed agriculture production states in Sudan. The most commonly purchased agricultural products are sorghum, sesame, groundnuts, gum Arabic, cow peas and hibiscus.

### 4) Proposed activities to be taken into consideration by the business operator applicants during its performance

#### Expanding contract farming model to include small holder farmers in targeted areas

##### **1- Mobilization and sensitization of community leaders, government officials, farmers and select 10 community contract farming agents**

- 1.1 Hold meetings with leaders in all targeted villages to introduce the contract farming model and communicate resource requirements.
- 1.2 Sensitize communities and farmer groups on contract arrangement
- 1.3 Identify contract farming company agents to recruit and train farmers
- 1.4 Train contract farming agents on arrangement and agriculture extension
- 1.5 Equip contract farming agents to promote contract farming among smallholder farmers

## **2- Register and Contract 1,000 farmers**

- 2.1 Through contract farming agents, register and contract 1,000 farmers through agreements or Memorandum of Understanding

## **3- Provide pre-season agriculture extension training to 40 groups containing 1,000 farmers and establish 40 demonstration plots.**

- 3.1 Conduct agriculture extension training to 40 groups with 1,000 farmers. Topics will include but not be limited to land preparation, planting and spacing and ensuring an appropriate healthy plant population.
- 3.2 Set up 40 demonstration training plots, one for each group. The demonstration plots should be used for providing practical training to farmers.
- 3.3 Provide 1,000 A-4 sized agronomic and crop management guide posters (or one for each farmer contracted showing) key agronomic and crop management information. Design and information will have to be approved by Mercy Corps before it is printed.

Training plan and training content has to be approved by Mercy Corps before training starts.

## **4- Provide subsidised seeds to 1,000 farmers and support them to plant at least one feddan.**

- 4.1 Provide certified seeds to farmers on credit at a subsidized price with Mercy Corps paying 50% of the cost of the seeds to a maximum of \$62. The seeds must be certified by the relevant agriculture ministry and must be for groundnuts, sesame and white sorghum or Hibiscus. If the company offers tractor ploughing services as part of its contract farming model, this can be done as a credit arrangement with the farmer on a cost recovery basis without charging Mercy Corps.

The sales plan has to be approved by Mercy Corps and recorded in Mercy Corps templates and will be directly overseen by Mercy Corps staff and verified by community leaders.

## **5- Provide crop management training to 40 groups containing 1,000 farmers to manage at least 1,000 feddans.**

- 5.1 Contract farming agents conduct second technical training to 40 groups containing farmers. This will include topics such as pest, disease and weed management, harvesting and post-harvest handling.

## **Expanding produce buying networks to groups in targeted localities, units and villages**

### **6 - Develop a network of 10 entrepreneurial male and female produce buying agents.**

- 6.1 Select and train male and female community level produce buying agents
- 6.2 Develop and equip produce buying agents with produce quality guidance manuals
- 6.3 Train produce buying agents on business skills and produce sourcing

Training content and training plan will have to be approved by Mercy Corps.

### **7- Buy agriculture produce from the small-scale farmers**

7.1 Equip buying agents to check the quality of produce and buy produce from farmers:

7.2 Support agents to mobilize produce from farmers and aggregate it for sale

## 5) Expected Outputs from the proposal

- 1) (a) Leaders in 10 communities and 1,000 farmers sensitized on contract farming
- (b) 10 contract farming agents selected and trained in contract farming and Training of Trainers (TOT)
- 2) 1,000 farmers in 40 groups sign agreements to farm on contract for produce buying company
- 3) (a) 40 groups consisting of 1,000 farmers on contract farming model trained on good agronomic practices of producing the selected crops
- (b) 40 demonstration garden plots established.
- (c) 1,000 A-4 sized black and white agronomic and crop management posters, one given to each farmer targeted. Or 1 for each farmer targeted if the target is less than 1,000.
- 4) 1,000 contracted farmers provided seeds subsidised by Mercy Corps (maximum contribution from Mercy Corps is \$62 to plant at least one feddan).
- 5) 40 groups, consisting of 1,000 farmers applying a contract farming model, who've been trained to manage weeds, pests and diseases.
- 6) 10 male and female-led produce buying businesses established and buying produce.
- 7) Up to 1,000 farmers market their crops through this company at a rate not lower than the going market price.

## 6) Eligibility of Agriculture Business Operator selection

Only produce buying businesses which meet the criteria below qualify to be considered.

- a. Must be a legally registered company and possess a license to trade in produce.
- b. Must have been operating in Sudan, buying agricultural produce for at least 3 years.
- c. Must have been engaged in contract farming for at least two years
- d. Experience working with smallholder farmers and produce buying agents for at least 1 year
- e. Evidence of existing extensive networks would be an added advantage.
- f. Willing to contribute to the cost of expanding its contract farming and produce buying networks to areas targeted by SAFE program.
- g. Having the capacity to contract at least 1,000 farmers to produce listed crops.
- h. Must show willingness to promote women as produce buyers and contract farmers.
- i. Will pass all Mercy Corps due diligence efforts and have a good reputation in the region

Other: Mercy Corps will also consider other factors such as:

- j. Institutions with demonstrated specific efforts, tools and capacity to serve women clients.
- k. Demonstration of creativity and technology in improving access and reducing operational costs in rural areas (digital training, produce aggregation and mobile payment platforms).

## 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.

### [Sample Contract]

<p style="text-align: center;"><b>SERVICE CONTRACT</b></p> <p style="text-align: center;"><b>Contract No. KRT-</b></p>	<p style="text-align: center;"><b>عقد الخدمة</b></p> <p style="text-align: center;"><b>رقم العقد: الخرطوم</b></p>
<p>THIS SERVICE CONTRACT entered into as of -----by and between MERCY CORPS EUROPE, , Khartoum office, nonprofit corporation having its principal office in Edinburgh (“Mercy Corps Europe”) and ----- (“Supplier”) is as follows:</p>	<p>أبرم إبرام وتحرير عقد العمل هذا ويدخل حيز التنفيذ بتاريخ----- بين: <b>1: ميرسي كور اوروپا، السودان، مكتب الخرطوم، وهي منظمة إنسانية غير ربحية بمكتبها الرئيسي في ادنبرا (“ ميرسي كور اوروپا”) و----- (“المورد”) على النحو التالي:</b></p>
<p><b>1: Defined Terms.</b> Each of the following terms has the meaning given to such term on <u>Schedule I</u> 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.</p>	<p><b>1: الشروط المحددة:</b> لكل من المصطلحات التالية المعنى المعطى لمثل هذا المصطلح في الجدول (1) المرفق طيه. الممثل المخول وشروط الدفع والخدمات و عمل الخدمات ونطاق العمل. "العقد": يعني عقد الخدمة هذا على النحو الذي تم فيه تعديله وتغييره أو تكميله من وقت إلى آخر مجتمعاً مع جداوله. وقد يتم تعريف مصطلحات إضافية في هذا العقد.</p>
<p><b>2: Delivery of Services.</b></p> <p>A: Contractor will perform the Services, and Mercy Corps Europe 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.</p>	<p><b>2: تسليم الخدمات:</b></p> <p>أ: سوف ينفذ المقاول الخدمات وسوف تدفع ميرسي كور اوروپا مقابل الخدمات وفقاً للشروط والأحكام وخلال فترة أداء العمل الواردة في هذا العقد وبيان الخدمات.</p>
<p>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 Europe without Mercy Corps Europe’ 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. The Contractor will not change the Key</p>	<p>ب: سوف ينفذ المقاول كافة الخدمات من خلال خدمات موظفي المقاول. لا يحق للمتعاقدين تفويض أو التعاقد من الباطن مع أي طرف ثالث بخصوص أي خدمات يلتزم بتقديمها إلى ميرسي كور اوروپا وفقاً لهذا العقد دون الحصول على موافقة مسبقة مكتوبة لميرسي كور اوروپا. يوافق المقاول على أن تضمين الأفراد المعينين إن وجدوا بوصفهم موظفين رئيسيين في الجدول (1) على أن يكون هذا الجدول جزء رئيسي من هذا العقد. لا يحق للمتعاقدين تغيير الموظفين من دون إشعار مسبق وتعديل على هذا العقد يحدد فيه هذا التغيير ويجوز</p>

<p>Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps Europe may withhold its consent to substitute personnel using its sole discretion.</p>	<p>لميرسي كور اوروبا حجب موافقتها على إستبدال الموظفين وفقاً لتقديرها الخاص.</p>
<p><b>3: Compliance with SOW and Changes to the SOW.</b> Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps Europe' prior written consent; provided that Mercy Corps Europe 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 Europe 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.</p>	<p><b>3: الإمتثال لبيان العمل والتغييرات على بيان العمل:</b> سوف يتم تقديم الخدمات بشكل مطابق تماماً لبيان العمل. ولا يسمح للمتعاقد بالإنحراف أو الإستبدال أو التغيير دون موافقة خطية مسبقة من ميرسي كور اوروبا، شريطة أنه يجوز لميرسي كور اوروبا أن تقوم بإنهاء أو تعليق أو زيادة أو تخفيض نطاق أداء المقاول بموجب بيان العمل بواسطة إشعار خطي للمتعاقد يحدد التغييرات. ما لم يتم الإتفاقي على خلاف ذلك، فإن التغيير الذي أدخلته ميرسي كور اوروبا على بيان العمل يجب أن لا يجب أن ينطبق على تغيير الخدمات التي تم تنفيذها وتسليمها في الوقت المناسب وبالكامل قبل تاريخ التغيير. وإذا سبب أي تغيير أو زيادة أو نقصان في التكاليف أو في الزمن المطلوب والتغيير العادل الذي يمكن أن يتم في نطاق العمل أو في شروط الدفع أو كليهما، إذا ورد هذا التغيير في التعديل الموقع بواسطة ميرسي كور اوروبا وممثل المقاول المعتمد.</p>
<p><b>4: Invoicing and Payment.</b> A: Contractor will submit invoices to Mercy Corps Europe 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 Europe' donor will not reimburse Mercy Corps Europe for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps Europe 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.</p>	<p><b>4: تحرير الفواتير والدفع:</b> أ: يقدم المقاول فواتير إلى ميرسي كور اوروبا وفقاً إلى جدول الفواتير وشروط تسليم الفواتير المنصوص عليها في بيان تسليم الخدمات (الجدول 1). يجب تقديم الفواتير النهائية في غضون 60 يوماً من تاريخ إنتهاء العقد، وبالتالي لن يكون على ميرسي كور اوروبا أي إلزام بدفع أي جزء من الفواتير التي تم إستلامها بعد أكثر من 60 يوم بعد تاريخ إنتهاء العقد. سوف تضم كل فاتورة (1): رقم العقد (2): إسم وعنوان المقاول، (3): وصف للخدمات المنفذة، (4): التواريخ التي نفذت فيها الخدمات، (5): حساب التسعير على أساس شروط الدفع، (6): النفقات القابلة للسداد بشكل صحيح، (إن وجدت) المتكبدة جنباً إلى جنب مع إيصالات هذه المصروفات (إن ينطبق) لكافة المصروفات الفردية التي تتجاوز 25 دولار أميركي، (7) مثل تلك المعلومات الأخرى على النحو الذي قد تطلبه ميرسي كور اوروبا بشكل معقول.</p>

<p>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 Europe determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps Europe may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps Europe' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps Europe' 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.</p>	<p>ستعتبر الفواتير مستلمة فقط عند تاريخ توصيلها للممثل المعتمد تبعاً لشروط الدفع (أنظر الجدول 1). إذا حددت ميرسي كور أوروبا بأن الخدمات موضوع الفاتورة لم تطبق وفقاً لبيان الخدمات، فإن ميرسي كور أوروبا قد تثير نزاع حول إستلام الفاتورة بإرسال إشعار للمقاول عن هذا النزاع بعد إستلام ميرسي كور أوروبا للفاتورة. وسبب النزاع في أداء الخدمات. وفي حالة قبول الاطراف النزاع حول الفاتورة، فعليهما الموافقة كتابياً عن الخطوات المطلوب إتخاذها من قبل المقاول لضمان أن أداء الخدمات المتنازع عليها قد تم إكمالها بالتالي وفقاً للشروط الإضافية والزمن المطلوب للمقاول لإكمال الخدمات.</p>
<p><b>B:</b> Except as otherwise provided in the Statement of Services, Mercy Corps Europe 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.</p>	<p>ب: سوف تقوم ميرسي كور أوروبا إذا لم ينص على خلاف ذلك في بيان الخدمات بدفع كل فاتورة (أو الفاتورة المعدل إذا كانت موضوع نزاع) ، وفقاً لشروط الدفع في غضون 30 يوماً في وقت لاحق من (1): إستلام الفاتورة أو (2): تسوية البنود المنصوص عليها في إشعار الرسوم المتنازع عليها.</p>
<p><b>C:</b> Mercy Corps Europe may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps Europe.</p>	<p>ج: يجوز لميرسي كور أوروبا عمل أي مقاصة (تسوية) مبلغ بذمتها للمتعاقد مقابل أي مبلغ بذمة المقاول إلى ميرسي كور أوروبا.</p>
<p><b>5: Taxes, Duties and Expenses.</b></p> <p><b>A:</b> 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 Europe to withhold taxes from payments to Contractor, Mercy Corps Europe may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps Europe will deliver to the Contractor an official notice for such taxes. Mercy Corps Europe will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.</p>	<p><b>5: الضرائب والرسوم والمصاريف:</b></p> <p>أ: ما لم ينص على خلاف ذلك في بيان الخدمات، فإن المقاول هو المسئول عن كافة المصاريف التي تكبدها في الاداء بموجب هذا العقد وكافة الضرائب والرسوم والرسوم الحكومية الاخرى التي تكبدها فيما يتعلق بتقديم الخدمات. إذا كان القانون يتطلب من ميرسي كور أوروبا أن تقوم بإستقطاع الضرائب من المدفوعات إلى المقاول، يجوز لميرسي كور أوروبا إستقطاع تلك الضرائب ودفعها إلى السلطة الضريبية المناسبة. سوف تقوم ميرسي كور أوروبا بتسليم إيصال رسمي إلى المقاول بهذه الضرائب. وسوف تبذل أقصى جهد معقول لتقليل أي ضرائب مستقطعة إلى الحد الذي يسمح به القانون.</p>



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 Europe to determine the costs were reasonable and properly incurred.	ب: في حال إن كان بيان الخدمات يسمح بتسديد مصروفات المقاول، فيجب أن تكون هذه المصروفات معقولة وأن تدرج في نطاق المصروفات المسموح بها المنصوص عليها في الجدول 1، وأن يتم توثيقها بشكل كامل مع الإيصالات وأية وثائق أخرى ضرورية بشكل معقول لتقوم ميرسي كور أوروبا بتحديد أن التكاليف كانت معقولة وتم تكبدها بشكل صحيح.
<b>6: Representations, Warranties and Additional Covenants.</b> Contractor represents and warrants to Mercy Corps Europe and covenants with Mercy Corps Europe as follows.	6: الإقرارات والضمانات والتعهدات الإضافية: يقر ويضمن المقاول إلى ميرسي كور أوروبا ويتعهد لها على النحو التالي:
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.	أ: أن المقاول يملك الحقوق والصلاحيات الكاملة لإبرام وأداء إلتزاماته بموجب هذا العقد. سوف لن يخرق أداء المقاول أي إتفاقية أو الإلتزام بين المتعاقد وأي طرف ثالث.
B: Contractor has the requisite skills to perform the Services in accordance with the SOW.	ب: إن المقاول يملك المهارات المطلوبة لأداء الخدمات وفقاً إلى بيان العمل.
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.	ج: إن المقاول يمتلك جميع التصديقات (الشهادات الحكومية) وغيرها من التصديقات والترخيص اللازمة لأداء الخدمات. سوف لن يخرق أداء المقاول لإلتزاماته بموجب هذا العقد وأي براءة إختراع، حقوق طبع ونشر علامات تجارية، سر تجاري أو أي حق آخر من الحقوق الإمتلاكية لأي طرف ثالث.
D: Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.	د: سوف يمثل المقاول لكافة القوانين واللوائح والقواعد في أداءه لإلتزاماته بموجب هذه الإتفاقية.
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 ( <a href="http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a> ) or the United Nations Security	هـ: إن المقاول لم يخرط وسوف لن يخرط في أي معاملات مع أو يقدم مواد أو دعم إلى أفراد أو منظمات مرتبطة بالإرهاب، بما في ذلك أولئك الأفراد أو الكيانات التي تظهر في قائمة الأفراد المعيّنين خصيصاً والأفراد المحظورين التي تحتفظ بها وزارة الخزانة الأميركية: <a href="http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a> أو قائمة التعيين

<p>designation list (<a href="http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml</a>).</p> <p><a href="http://www.un.org/sc/committees/1267/aq_sanctions_List.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_List.shtml</a></p>	<p>الأمني/1267/aq_s(anctions_list.shtml). <a href="http://www.un.org/sc/committees/1267/aq_sanctions_List.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_List.shtml</a></p>
<p><b>F:</b> 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 Europe anything of value to secure any business from Mercy Corps Europe 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.</p>	<p>و: سوف يمثل المقاول إلى و يدرّب موظفيه على كافة القوانين المطبقة التي تكافح الرشوة والفساد والدفاتر والسجلات الغير دقيقة والضوابط وإجراءات الرقابة الداخلية غير الكافية وغسل الأموال بما في ذلك قانون الممارسات الأجنبية الفاسدة في الولايات المتحدة الأمريكية و قانون السرقة الأميركي وقانون الرشوة في المملكة المتحدة. وسوف لن يقدم المقاول أو يعرض لأي موظف أو وكيل أو مندوب ميرسي كور أوروبا أي شيء ذو قيمة لتأمين أي أعمال من ميرسي كور أوروبا أو أن يؤثر على هذا الشخص ليقوم بتغيير الشروط والأحكام أو أداء أي عقد أو أمر شراء من ميرسي كور أوروبا ويشمل ذلك لكنه لا يقتصر على هذا العقد.</p>
<p><b>G:</b> Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for the award of this Contract. The Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps Europe employee, agent or representative. The 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.</p>	<p>ز: إن المقاول ، بما في ذلك ملاكه أو موظفيه لا يمتلك، سواء بصورة مباشرة أو غير مباشرة، أي شركة أخرى يمكن أن تنافس للحصول على و ترسية هذا العقد. ولم يسعى المقاول أو يحصل على أي من المعلومات السرية المتعلقة بالحصول على هذا العقد من أي موظف أو وكيل أو ممثل تابع لشركة ميرسي كور أوروبا. لم يقدّم المقاول بالتواطؤ أو التآمر أو التخطيط مع أي شخص آخر أو أي كيان للحد من المنافسة لمنح هذا العقد لتحديد الأسعار المعروضة أو بأي طريقة أخرى للتدخل في المنافسة الحرة والمفتوحة.</p>
<p><b>H:</b> Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps Europe 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 Europe.</p>	<p>ح: إن المقاول غير مملوك سواء بالكامل أو جزئياً ، وسواء بطريقة مباشرة أو غير مباشرة من قبل أي من افراد العائله المباشرين أو الممتدين إلى موظف ووكلائهم أو ممثليهم أو، إذا كان مملوكاً بتلك الطريقة. فقد قام المقاول بالإفصاح بشكل كامل عن هذه العلاقة وأنه قد تم التنازل عن أي تضارب محتمل في المصالح، من قبل ميرسي كور أوروبا.</p>
<p><b>I:</b> 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</p>	<p>ص: أن المقاول لم ينخرط ولن يشارك في أي من الأعمال التالية: (أ): الإتجار بالبشر (على النحو المحدد في بروتوكول منع وقمع ومعاقبة الأشخاص المشتركين في عملية الإتجار بالبشر، خاصة النساء والأطفال. المكمل لمعاهدة الأمم المتحدة لمكافحة الجريمة المنظمة</p>

<p>Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.</p>	<p>عبر الحدود. (ب) قانون (القيام بعمل جنسي تجاري " الدعارة") الإلتجار بالجنس أو(ج): إستخدام العمالة القسرية (السخرة).</p>
<p>J: Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.</p>	<p>ض: إن المقاول ليس محل أي تحقيق حكومي أو تحريات للجهات المانحة ولم يتم حظره أو منعه أو إيقافه من قبل أي حكومة أو جهة حكومية أو مانحين.</p>
<p><b>7: Independent Contractor.</b> 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.</p>	<p><b>7: المقاول المستقل:</b> يرغب الطرفان في أن يكونا مقاولين مستقلين. وسيكون المقاول مسؤولاً فقط عن وأن تكون لديه سيطرة على وسائل وأساليب وتقنيات، وموظفي وإجراءات تنفيذ الخدمات، لن يعتبر أي من الطرفين وكيلًا أو شريكًا للطرف الثالث.</p>
<p><b>8: Work Product and Intellectual Property Rights.</b></p> <p>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 Europe 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 Europe; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.</p>	<p><b>8 : منتج العمل وحقوق الملكية الفكرية:</b></p> <p>أ: "منتج العمل": يعني (1): أي وكافة (الملكية الفكرية) وحقوق الملكية الفكرية، المواد والممتلكات الشخصية الملموسة ومنتج العمل الأخر الذي ينشأه المقاول (أو تم إنشاؤه ) لوحده أو بصورة مشتركة مع شخص آخر واحد أو أكثر, (1): الذي يرتبط بأي بيان عمل بموجب هذا العقد، (ب): الذي ينتج من أو ينشأ عن أي خدمات منفذة من قبل المتعاقد إلى ميرسي كور أوروبا، (3) الذي من أجله إستخدم المتعاقد المعدات، المستلزمات، المرافق أو معلومات الأسرار التجارية التابعة إلى ميرسي كور أوروبا لإنشاء مثل منتج العمل هذا، أو (د): الذي إشتق أو غير ذلك أنشأ من أي ملكية فكرية، حقوق ملكية فكرية، مواد، ممتلكات شخصية ملموسة أو أصول أخرى تابعة لميرسي كور أوروبا، (2): المواد التي تضم وتجسد، تفصح عن، تعكس أو تشير إلى أي مما سبق ذكره.</p>
<p>B: Mercy Corps Europe 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 Europe. All Work Product will be deemed to be Confidential Information of Mercy Corps Europe and subject to the provisions of Section 9.</p>	<p>ب: سوف تكون ميرسي كور أوروبا المالك الوحيد لكل منتج العمل. إلى الحد الذي يسمح به القانون المعمول به، فإن كل منتج عمل الذي هو قوانين حقوق الطبع والنشر في الولايات المتحدة الأميركية أو أي بلد آخر سوف يشكل "مصنفات للتأجير" بموجب قوانين حقوق الطبع والنشر السارية. لن يقدم المقاول منتج العمل لأي شخص آخر عدا عن أو وكلاء ميرسي كور أوروبا. سوف يحتفظ المقاول بكل منتجات العمل معلومات سرية لميرسي كور أوروبا ويخض لأحكام القسم 9.</p>

<p>C: Contractor will promptly disclose in writing to Mercy Corps Europe all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.</p>	<p>ج: سوف يقوم المقاول بموجب هذا العقد بالإفصاح الفوري بشكل خطي إلى ميرسي كور أوروبا عن كل منتج عمل يقوم المتعاقد بإنشائه، بمفرده أو بالإشتراك مع الآخرين، في أداء التزاماته بموجب هذا العقد.</p>
<p>D: Contractor hereby irrevocably assigns and transfers to Mercy Corps Europe (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.</p>	<p>د: يقوم المقاول بموجب هذا العقد بالتنازل وينقل بشكل نهائي وغير قابل للإلغاء إلى ميرسي كور أوروبا (1): كافة الحقوق والملكية والفائدة في كل منتج العمل، (2): كل الحقوق ذات الصلة، (3): كافة المطالبات (عن الأضرار أو غير ذلك): وأسباب رفع الدعوى فيما يخص أي منتج عمل.</p>
<p>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".</p>	<p>هـ: بهذا يوافق ويتنازل المقاول دون رجعة على عدم تأكيد أي حقوق أخلاقية يمكن أن توجد في أي مكان من العالم أو فيما يتعلق بأي منتج عمل ، ويشمل ذلك المطالبات عن أي أضرار ومعالجات أخرى. "الحقوق الأخلاقية" تعني أي وجميع حقوق المطالبات المسموح بها أو الاعتراض على أي تزوير، تشوية أو تعديل آخر أو إجراء مهين آخر يتعلق بعمل ما، لتأكيد التشويه أو التعديل أو العمل المهين ، سواء كان هذا الإجراء ضاراً بالسمعة أو سواء كان هذا العمل يسيء إلى سمعة الكاتب أم لا وأي حق آخر مشابه قائم بموجب القانون العام أو العرف لأي بلد في العالم أو تحت أي معاهدة بغض النظر عن أن هذا الحق مقوم تماماً أو يشار إليه عموماً (باسم حق أدبي وأخلاقي".</p>
<p><b>9: Confidentiality.</b> 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 Europe provides to Contractor that Mercy Corps Europe identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps Europe' policies and practices. Upon Mercy Corps Europe' request, Contractor will return to Mercy Corps Europe all confidential information provided by Mercy Corps Europe to Contractor.</p>	<p><b>9: السرية:</b> سيحتفظ المقاول و يتسبب في أن يحتفظ كل وموظف لديه والآخرين المشتركين في أداء التزاماتهم التي ينص عليها هذا العقد للمحافظة على سرية (1): أي معلومات تقدمها شركة ميرسي كور أوروبا للمقاول والتي تعتبرها ميرسي كور أوروبا على أنها معلومات سرية (2): شروط وأحكام هذه الإتفاقية و(3): المعلومات الغير عامة المتعلقة بسياسات وممارسات ميرسي كوربس. ويجب على المقاول، وبناء على طلب ميرسي كوربس، أن يعيد لها المعلومات السرية التي قدمتها له.</p>
<p><b>10: Indemnification.</b> Contractor will indemnify Mercy Corps Europe 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</p>	<p><b>10: التعويض:</b> سيقوم المقاول بتعويض وإبراء ذمة كل من ميرسي كور أوروبا والملك وأي من موظفيهم ومدرائهم وموظفيهم ووكلائهم وممثليهم ( كل منهما "المعوض له") وأن يكف عنهم الأضرار وعن أي من وجميع الخسائر والمطالبات والأضرار والمطلوبات وأي تحريات للجهات المانحة أو حكومية وغرامات أو عقوبات أو المصاريف المرتبطة بها (وتشمل المصاريف الطارئة والعرضية أو الأضرار</p>

<p>(including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.</p>	<p>المترتبة عليها وأتعاب المحامي المناسبة، سواء تم تكبدها في التحريات والمحكمة أو الإستئناف أو خلافة) تحملها بواسطة أي ممن تم تعويضهم أو تأكيدها مقابل أي ممن تم تعويضهم بواسطة أي طرف ثالث ( أو في حالة مطالبة المالك ضد ميرسي كور أوروبا ، فإن المطالبة المقدمة من المالك)، أو المقاول تنشأ عن إهمال أو تغافل أو سوء التصرف المتعمد من جانب المقاول أو موظفيه أو التي تنشأ عن أي فشل من جانب المقاول أو أي من ممثليه عن الأداء التام لإلتزاماته والضمانات التي ينص عليها هذا العقد، شريطة أن لا يتوفر هذا التعويض، كما هو بالنسبة إلى أي تعويض، وإلى المدى الذي تكون فيه هذه الخسائر والمطالبات والخصوم أو المصاريف المرتبطة ناشئة عن الإهمال التام أو عن سوء السلوك المقصود لهؤلاء المعوض لهم.</p>
<p><b>11: Termination.</b> This Contract may be terminated under the following circumstances:</p>	<p><b>11: الإنهاء:</b> ينهى هذا العقد تحت الظروف التالية:</p>
<p>A: by both Parties on mutual written agreement of the Parties;</p>	<p>أ: بواسطة الطرفين وبإتفاق مكتوب بينهما:</p>
<p>B: by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;</p>	<p>ب: بواسطة إشعار فوري مكتوب من ميرسي كور أوروبا في حالة إنهاء الجهة المانحة لميرسي كور أوروبا أو سحب التمويل الذي ستستعمله ميرسي كور أوروبا في الدفع للمقاول بموجب هذا العقد.</p>
<p>C: 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;</p>	<p>ج: بواسطة الطرفين نسبة إلى خرق الطرف الغير منهي لهذا العقد والفشل في تصحيح هذا الخرق في خلال (15) يوم من تقديم إشعار بهذا الخرق.</p>
<p>D: 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</p>	<p>د: بواسطة أي من الطرفين وبناء على إشعار مكتوب في حالة القوة القاهرة، ويشمل ذلك أي حدث، حرب قسرية غير معلنة بشكل معقول وتغيير في القانون أو الإجراء الحكومي و إنتفاضة أو الإضراب أو الكوارث الطبيعية أو الحوادث المماثلة أو منع الطرف المنهي من القدرة على الإيفاء بإلتزاماتها التي تنص عليها هذا العقد.أو</p>
<p>E: by Mercy Corps Europe immediately upon written notice if Mercy Corps Europe 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 Europe may withhold any and all amounts owed to Contractor until such breach is remedied.</p>	<p>هـ: بواسطة إشعار مكتوب فوري من ميرسي كور أوروبا إذا إستخدمت الأخيرة وبمحض إرادتها الخاصة وقررت بأن المقاول قد أو سوف يقوم بإحداث خرق في أي من التزماته و ضماناته وتعهداته أو قراراتها المنصوص عليها في هذه العقد، وفي هذه الحالة فإن ميرسي كور أوروبا قد تعلق أي و جميع المبالغ المملوكة للمقاول حتى يتم معالجة هذا الخرق.</p>

<p>In the event of termination due to Contractor's breach of this Contract or by Contractor for Contractor's convenience, Mercy Corps Europe will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps Europe's breach of this Contract, by Mercy Corps Europe for Mercy Corps Europe's convenience, due to force majeure event, or due to loss of funding, Mercy Corps Europe 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 Europe will not be responsible for any expenses incurred in anticipation of termination or suspension.</p>	<p>في حالة أن يعزى الإنهاء لخرق ميرسي كور أوروبا لهذا العقد، نسبة للقوة القاهرة أو أن يعزى لفقدان التمويل، فإن ميرسي كور أوروبا ستكون ملتزمة بالدفع إلى المقاول عن التكاليف المالية والمؤيدة والمعقولة للعمل المكتمل والمصاريف التي تم تكبدها بصورة مناسبة قبل الإنهاء. إذا قررت ميرسي كور أوروبا بأن المورد قد خرق أو سوف يقوم بخرق في أي من ضماناته أو تعهداته أو توكيلاته التي ينص عليها هذا العقد، فإن ميرسي كور أوروبا قد لا تكون مسؤولة عن أي نفقات تكبدها تحسباً لإنهاء أو تعليق.</p>
<p>[If Mercy Corps Europe determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps Europe may terminate this Contract. Contractor's breach of its obligations under this Contract will result in Mercy Corps Europe incurring damages in an amount that will be difficult to establish and leave Mercy Corps Europe without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach: [insert dollar amount or other formula for determining the amount of damages].</p>	<p>إذا قررت ميرسي كور أوروبا بأن المقاول قد خرق أو سوف يقوم بخرق في أي من ضماناته أو تعهداته أو توكيلاته التي ينص عليها هذا العقد، فإن ميرسي كور أوروبا قد تكون مسؤولة، بالإضافة إلى أي معالجات أخرى، عن هذا الخرق الموجود في القانون أو أي عدالة، وينتهي هذه الإتفاقية. خرق المورد لإلتزاماته التي تنص عليها هذه الإتفاقية سوف ينتج عنه تكبد ميرسي كور أوروبا للأضرار المصفاة بالمبلغ الذي سوف يكون من الصعب تأسيسه وترك ميرسي كور أوروبا دون معالجة مناسبة. ووفقاً لذلك، فإن الاطراف يوافقا على الأضرار المصفاة التالية مناسبة على ضوء الأذى الذي سببه هذا الخرق. أدخل المبلغ بالدولار أو بالصيغة الأخرى لتحديد مبلغ الأضرار المصفاة.)</p>
<p><b>12: Dispute Resolution.</b> 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.</p>	<p><b>12: حل الخلاف:</b> أي خلاف لم يتم حله أو مطالبات سوف يتم تسويتها بالتحكيم الذي يقوم به المركز العالمي لإتخاذ قرار حول هذا الخلاف وفقاً لقوانين التحكيم العالمية. وعدد المحكمين سيكون واحد ومكان التحكيم سيكون ولاية بورتلاند، أوريغون. ولغة التحكيم ستكون اللغة الإنجليزية.</p>
<p><b>13: Access to Books and Records.</b> Mercy Corps Europe, its donors (including, if applicable, 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.</p>	<p><b>13: الوصول للدفاتر والسجلات:</b> سيكون لشركة ميرسي كور أوروبا وجهاتها المانحة لها ( بما فيهم، إذا طبق، المراقب العام للأمم المتحدة والوكالة الأميركية للتنمية الدولية) وأي من ممثليها المعنيين الحق في الوصول والإضطلاع على أي دفتر ومستندات وأوراق وسجلات تتصل مباشرة بهذا العقد لغرض إجراء المراجعة والتدقيق والفحص والمعاملات والإستثناءات.</p>

<p><b>14: Additional Donor Terms and Conditions.</b> The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Contractor and Mercy Corps Europe. 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 Europe, the Donor Terms will prevail.</p>	<p><b>14: شروط وأحكام المانح الإضافي:</b> شروط المانح (إن وجدت) الواردة في الجدول (2) المرفق معه تم دمجها في هذا العقد بالإشارة إلى و الإلتزام التام للمقاول وميرسي كور أوروبا. وفي حالة وجود إختلاف بين شروط الجهة المانحة وهذا العقد أو أي مستند آخر بين المقاول ومنظمة ميرسي كور أوروبا، فستسود شروط الجهة المانحة.</p>
<p><b>15: Miscellaneous.</b></p> <p>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 law's provisions thereof.</p>	<p><b>15: فقرات متنوعة:</b></p> <p>أ: سوف يخضع وينظم هذا العقد والحقوق وإلتزامات الأطراف بواسطة وستفسر وفقاً لقوانين ولاية أوريجون (باستثناء معاهدة الأمم المتحدة علي عقود البيع العالمية للبضائع)، دون اعتبار للتضارب في شروط قوانين بشأن ذلك.</p>
<p>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 Europe. Any assignment without such consent will be void. Mercy Corps Europe may assign its rights under this Contract.</p>	<p>ب: سوف لن يتم التنازل عن أي حق أو إلتزام (ويشمل ذلك الحق في إستلام الأموال المستحقة) دون موافقة مسبقة مكتوبة من ميرسي كور أوروبا واي تنازل دون هذه الموافقة سيكون لاغي. ومن المحتمل أن تتنازل ميرسي كور أوروبا عن حقوقها التي ينص عليها هذا العقد.</p>
<p>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).</p>	<p>ث: جميع الإشعارات المقدمة بناءً على شروط العقد، يجب أن تكون مكتوبة وسوف يتم تسليمها باليد أو بالبريد المسجل أو البريد الإلكتروني أو الفاكس وفقاً لكل معلومات إتصال خاصة بكل طرف واردة في الجدول (1). الإشعارات ستعتبر قد سلمت عند إستلامها، شريطة أن تعتبر هذه الإشعارات المرسلة بالبريد الإلكتروني أو الفاكس عند إرسالها (باستثناء ذلك، إذا لم ترسل خلال ساعات العمل الرسمية الخاصة بالإستلام، ستعتبر مستلمة عند إفتتاح الأعمال في اليوم التالي للإستلام).</p>
<p>D: Time is of the essence of each and every obligation of Contractor under this Contract</p>	<p>ج: الزمن أساسي لكل وأي إلتزام للمقاول ينص عليها هذا العقد.</p>
<p>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.</p>	<p>ح: في حالة وجود أي شرط من شروط هذا العقد ممنوعاً أو غير ساري المفعول بموجب القانون المطبق ، فإن هذا الشرط سيكون غير ساري فقط وللمدى الذي يكون فيه هذا المنع دون إبطال للسريان ودون إبطال للتذكير بهذا الشرط أو أي شروط متبقية أخرى من هذا العقد.</p>

# Tender Package — Request for Proposal (RFP)



<p>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.</p>	<p>خ: ما لم يذكر خلاف ما ذكر أعلاه، فإن هذا العقد قد يتم تعديله أو تحديثه فقط بمسند مكتوب موقع من الأطراف. ويمثل هذا العقد صيغة التعاقد الكامل بين الأطراف فيما يتعلق بموضوعه وبلغى أي وكافة الإتفاقيات السابقة والمفاهيمات سواء كانت شفوية أو مكتوبة، تتعلق بذلك الموضوع.</p>
<p>G: No failure on the part of Mercy Corps Europe 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 Europe.</p>	<p>ر: أي فشل من ناحية ميرسي كور أوروبا في الممارسة أو التأخير في ممارسة أي حق وصلاحيّة وإمتياز أو معالجة ينص عليها هذا العقد سوف يكون بمثابة تنازل عن ذلك، وسوف لن تمنع أي ممارسة جزئية لأي حق أو صلاحيّة أو إمتياز أو معالجة الممارسة الأخرى أو الإضافية أو ممارسة أي حق آخر أو صلاحيّة أو إمتياز أو معالجة. والحق والمعالجات التي ينص عليها هذا العقد هي تراكمية ولا تستثنى أي حقوق أو إمتيازات ومعالجات يمكن أن تتوفر بطريقة أخرى لشركة ميرسي كور أوروبا.</p>
<p>H: The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract.</p>	<p>ز: الضمان والتوكيلات و قرار الخلاف والسرية وشروط التعويض الواردة في هذا العقد سوف تظل سارية حتى بعد إنهائه وإلغاء إنتهاء صلاحيته.</p>
<p>IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written above.</p> <p><b>MERCY CORPS:</b></p> <p>By: -----</p> <p>Name:-----</p> <p>Title:-----</p> <p><b>Finance review:</b></p> <p>By: -----</p> <p>Name:-----</p>	<p>إشهاداً لذلك، فقد تم إبرام وتحرير عقد الخدمة هذا رسمياً في التاريخ المذكور في صدره.</p> <p>ميرسي كور أوروبا بواسطة: ----- الإسم:----- الصفة:----- ميرسي كور أوروبا – المراجعة المالية بواسطة: ----- الإسم:----- الصفة:----- المتعاقد: بواسطة: ----- الإسم:----- الصفة:-----</p>



# Tender Package — Request for Proposal (RFP)



<p>Title:-----</p> <p><b>Contractor:</b></p> <p>By: -----</p> <p>Name:-----</p> <p>Title:-----</p>	
--	--

<p><b>SCHEDULE I: ADDITIONAL TERMS</b></p> <p><b>Statement of Services – Fixed Price</b></p>	<p><b>الجدول 1- الشروط الإضافية</b> <b>بيان الخدمات – السعر الثابت</b></p>
<p><b>Services and Statement of Work:</b> In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.</p>	<p><b>1: الخدمات وبيان العمل:</b> وفقاً لشروط هذا العقد، يوافق المقاول على أداء الخدمات التالية بالطريقة التالية:</p>
<p>A: The basic Information: (-----)</p>	<p>أ: المعلومات الأساسية: (-----)</p>
<p>B: <b>Scope of Work:</b>[-----]</p>	<p>ب: نطاق العمل أمر المهمة:-----</p>
<p><b>Deliverables:</b> The Contractor shall deliver the following deliverables</p>	<p><b>التوريدات:</b> يجب على المقاول أن يسلم التوريدات وفقاً للجدول الوارد في الفصل 2 أدناه:</p>
<p>The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”).</p>	<p>مصطلح "الخدمات": يعني جميع الخدمات بما فيها توصيل جميع المواد المسلمة والتوريدات المنصوص عليها في هذا البند والذي يمثل "نطاق العمل".</p>
<p><b>Performance Period:</b> The start date of this Contract is ----- and, unless earlier terminated in accordance with Section 11, has an end date of ----- . The individual due dates of each deliverable are as follows:</p>	<p><b>2: فترة الأداء:</b> يجب أن تبدأ بتاريخ -----، ما لم تنتهي مسبقاً وفقاً للفصل 11، فإن تاريخ الإنهاء سيكون----- . تواريخ الإستحقاق الفردية لكل مادة توريد يجب أن يكون على النحو التالي:</p>
<p><b>3. Pricing:</b> This is a firm and fixed price Contract that includes a ceiling amount of ----- for Services rendered under this Contract. 10 % as tax will be deducted from any final payment unless final tax invoice is provided. Payments will be made according to the deliverables mentioned</p>	<p><b>3: السعر:</b> هذا عقد بسعر ثابت: يشمل مبلغ ----- للخدمات المقدمة بموجب هذا العقد. مبلغ 10% حيخصم لصالح مكتب الضرائب ما لم تقدم الفاتورة الضريبية. وستكون طريقة الدفع للخدمات وفقاً للمرفقات أدناه:</p>
<p><b>4: Invoicing and Payment Terms:</b><i>[Upon written acceptance by Mercy Corps Europe of each Services deliverable]</i> Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps Europe will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”).</p>	<p><b>4: تحرير الفواتير وشروط الدفع:</b> (بناءً على قبول خطي من ميرسي كور أوروبا، لكل مواد توريدات) (عند إكمال العقد) سوف يقدم المقاول فاتورة وفقاً إلى التسعيرة على النحو المقدم في العقد. سوف ميرسي كور أوروبا بالدفع للمقاول كافة الاموال الغير متنازع عليها في غضون (30) يوم من إستلام فاتورته (شروط الدفع).</p>
<p><b>5: Key Personnel:</b><i>[ is the “Key Personnel for this contract”].</i></p>	<p><b>5: الموظفين الرئيسيين:</b> -----</p>

# Tender Package — Request for Proposal (RFP)



<b>6: Authorized Representatives and Contact Information:</b>	<b>6: الممثلين المخولين ومعلومات الإتصال:</b>
<b>Mercy Corps: Only the following Mercy Corps Europe</b> Name: Dr. Arif Noor Title:-Country Director  <i>Employees are authorized to agree to any amendment of this Contract.</i>	ميرسي كور اوروبا: موظفي ميرسي كور اوروبا التالية أسمائهم هم المخولين للموافقة على أي تعديل على هذا العقد. الاسم : د عارف نور المدير القطري
<b>Contractor: Contractor's authorized representative for all purposes is: -----</b>	<b>المقاول: ممثل المقاول المخول لجميع الأغراض هو:</b> -----
<b>7: Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs</b> -----	<b>7: موظفي ميرسي كور اوروبا التالية أسمائهم فقط هم المفوضون لإستلام الفواتير وقبول أو رفض الخدمات وتوقيع طلبات عقود الخدمات</b> -----
<b>8: Termination for Convenience Notice Period: [----- days after the contract end date] (the "Termination Notice Period")</b>	<b>8: فترة إشعار الإنهاء للمواعمة: (-----15 يوم بعد انتهاء العقد). / "فترة إشعار الإنهاء".</b>
<b>Donor Terms: [If applicable, include the following statement here: The Donor Terms are set forth in Schedule II are hereby incorporated in this Contract by reference.]</b>	<b>شروط المانحين: ( إذنت طبق، يشمل البيانات التالية: شروط المانحين الواردة في الجدول (2) تم إدراجها في هذا العقد بالإشارة.</b>

## 7. Attachments to the Tender Package

### Attachment 1 -Supplier Information Form template

## Mercy Corps Supplier Information Form

### Supplier Information

Company Name	
Any other names company is operating under	

# Tender Package — Request for Proposal (RFP)



(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: <u>Check</u> Yes   No <u>Wire Transfer</u> Yes   No

# Tender Package — Request for Proposal (RFP)



Specify Standard Payment Terms (Net15, 30, etc.)	
--	--

## Product/Service Information

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

## References

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

## Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that 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, 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.

# Tender Package — Request for Proposal (RFP)



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 use 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

Price Offer Sheet				
Item Description	Quantity	Unit of Measure	Unit Price	Total Price
<b>Company Name:</b>				
<b>Name of Representative:</b>				
<b>Title:</b>				
<b>Signature:</b>				
<b>Date:</b>				
<b>Tender #:</b>				



To offer out above-mentioned price, we acknowledge that we have taken into consideration all the bidding documents provided in the invitation to tender.

The following payment terms apply to this offer:

We undertake, if our bid is accepted to make the delivery within  days from the date of signing the Contract,

We understand and accept that MC Europe is not bound to choose the lowest price on any bid that may be received, and that any or all bids may be rejected without assigning any reason for such rejection.

By, duly authorized to sign tenders for and on behalf of our firm:



---

## **FOR MERCY CORPS USE ONLY**

Following documents have been provided **[Update according to sections 3.3 and 4 of the Tender Package]**:

Documents	

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.

# Tender Package — Request for Proposal (RFP)

