

## 1. Invitation to Tender

<b>Tender Name: Provision of Menstrual Hygiene Materials (MHM) and community sensitization in Al Radoum &amp; Sharg Aj Jabal localities, South Darfur state</b>		<b>Tender No: NYL-3008</b>
<b>Location:</b> Khartoum	<b>Correspondence Language(s):</b> English	
<b>Brief Summary Description of Project:</b> To improve the wellbeing of populations affected by conflict and displacement through improved and sustainable access to health, nutrition, WASH and protection interventions for internally displaced persons (IDPs), refugees and vulnerable host and remote communities” The program aims to provide re-usable sanitary pads to 1000 women and girls in Al Radoum & Sharg Aj Jabal localities to meet their needs in terms of access to reusable sanitary pads”		

<b>Tender Package Available from:</b> <b>30 October 2022</b>	<b>Tender Package Pickup Location:</b> <a href="#">Mercy Corps Europe –Khartoum office, Eltaef Area, off Abdllah Eltayeb with Bador house No 39</a>  Downloading from <a href="#">sudanbid.com</a>
<b>Deadline for Offer Submission:</b> <b>10 November 2022</b>	<b>Submit Offers to:</b> <a href="#">Mercy Corps Europe –Khartoum office, Eltaef Area, off Abdallah Eltayeb, junction with Bador, Block 22, house No 39,</a>

- **Mercy Corps will reject any late offers**
- **NOTE: No fee or payment is required to submit the bids. Vendor selection is performed separately from the collection of bids. Please report any irregularities / request for fee or similar to [integrityhotline@mercycorps.org](mailto:integrityhotline@mercycorps.org)**

<b>Questions and Answers (Q&amp;A): Not applicable</b>	
If any, Submit Questions in writing to: <a href="mailto:sd-tenders@mercycorps.org">sd-tenders@mercycorps.org</a>	
<b>Last Day for Questions:</b> <b>2 November 2022</b>	<b>Questions will be answered by:</b> Robert Vokes – PaQ Director, Director, Yosra Hamid Team Leader in Nyala
Questions will be answered through: <a href="mailto:sd-tenders@mercycorps.org">sd-tenders@mercycorps.org</a>	

<b>Documentation Checklist</b>
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These documents are contained within this tender package:

- ✓ Invitation to Tender
- ✓ General Conditions for Tender
- ✓ Criteria and Submittals
- ✓ Price Offer Sheet to be filled and submitted by the bidder
- ✓ Supplier Information Form
- ✓ Scope of Work/Technical Specifications
- ✓ Sample Contract
- ✓ Application template to be filled and submitted by the bidder
- ✓ Budget template to be filled out and submitted by the bidder
- ✓ Wok plan template to be filled and submitted by the bidder

## 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@mercycorps.org](mailto:integrityhotline@mercycorps.org)

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

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

## **2.2 Tender Basis:**

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of 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.
- Are not companies and social enterprises institutions providing MHM services.
- If different companies with the same directors submit two different bids

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

## 2.4 Response Documents

Offerors must utilize the response documents contained in this tender package to submit their offer but can also submit additional documents such as profiles which contain information that will strengthen the application.

## 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 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 have a physical office address branded with company name
- The offeror must be registered as medical service provider
- Offeror should be able to work in the locations where Mercy Corps has operations in states
- Have 2 or more years of operation in the Sudan market in financial sector
- Must have proven experience in implementing the health development sector for women and young girls.

### **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:**

Only companies and social enterprises institutions which meet the criteria below will qualify to be considered for selection.

- Legal Business Registration (Include but not limited to Company Establishment Certificate and Agreement including ownership list)
  - Latest Tax Registration Certificate
  - Must meet all criteria set by the health regulatory body in Sudan.
  - Demonstrable proof of providing affordable Menstrual Hygiene Management materials and trainings
  - Willing to extend/ create a network of agents in villages with the ability to distribute MHM.
  - The bidder should be willing and able to meet part of the cost of implementing the activities since it is aimed at improving their business as well.
  - The bidder must have experience implementing the health development sector for women and young girls. services in remote rural areas for preferably a minimum of one or two (2) years.
  - The bidding firm will have to pass all Mercy Corps due diligence efforts and be of good reputation in the region.
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- **Price Offer:**

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

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

### 3.4 Currency

Offers should be submitted in: Sudanese Pounds ([SDG](#))

Payments will be made in: Sudanese Pounds ([SDG](#))

### 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 criterion 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 have 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

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 20)	Weighted Score
	(A)	(B)	(A*B)
Possess experience implementing health development sector for women and young girls. services in remote rural areas for preferably a minimum of one or two (2) years	15		
Price/Cost of the service package and the portion of co-funding by the offeror	30		
Clarity, comprehensiveness, and applicability of the sub-activities which will be undertaken and ability to meet objectives of the SOW.	20		
Implementation work plan-details provided, timeliness, scheduling of activities etc.	25		
Company experience: Can include evidence of previous work carried out for other donor-funded and/or international organizations and/or demonstrated experience through references from previous work projects,	10		
<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
- Visits to the premises

- 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 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)
- Application form provided in the package
- 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

### **Provision of Menstrual Hygiene Materials (MHM) and community sensitization in Al Radoum & Sharg Aj Jabal localities, South Darfur state'**

#### **Program / Country Team**

SHF - Responding to Emergencies And Critical Humanitarian needs (REACH)

#### **Funding Source**

*Required: 33849L221*

*Required: Country Director*

Donor: Sudan Humanitarian Fund (SHF)

#### **Timeline**

Start date: 1 December 2022

End date: 30 April 2023

#### **Purpose of the Project**

The overall goal of the REACH program is as follows:

“To improve the wellbeing of populations affected by conflict and displacement through improved and sustainable access to health, nutrition, WASH and protection interventions for internally displaced persons (IDPs), refugees and vulnerable host and remote communities”

*The aim of this MHM activity is as follows:*

“To provide re-usable sanitary pads to 1000 women and girls in Al Radoum & Sharg Aj Jabal localities to meet their needs in terms of access to reusable sanitary pads”

#### **Audience**

1,000 vulnerable women & girls:-

- 500 women & girls in Al Radoum locality, South Darfur state
- 500 women & girls in Sharg Aj Jabal locality, South Darfur state

#### **Background & Relevant Documents**

Menstrual hygiene, which refers to the effective management of menstrual bleeding by women and girls, is an important aspect of reproductive health, which if not handled appropriately can cause

infections of the urinary tract, pelvic inflammatory diseases and vaginal thrush, as well as unpleasant odor, soiled garments and ultimately shame, leading to infringement on the girls' dignity. Over the recent years, the term Menstrual Hygiene Management has been identified as an important health issue with respect to reproductive and sexual health.

Its inclusion in the sustainable development goals has been gaining ground in the health development sector for women and young girls. Menstrual hygiene management is about realizing the dignity of women and in that way paving a way for improved sexual reproductive health, reduced school absences, gender equity and empowerment, economic and social barriers as well as promoting environmentally friendly waste disposal methods; most recently it has been included in achieving the Sustainable Development Goals (SDG). The lack of access to affordable MHM products affects women in a number of ways including education—impact of menstruation on education of the girl child and policy development to address this plight. Poor access to MHM also has a social-economic effect—impact of menstruation management on professional women and inclusiveness and full participation of women in economic and other activities.

### Products / Services Required

Activity	Details (description of an activity)	Immediate Results
Training of Trainers on MHM, SRH, and peace building.	Training for women / girls. The aim is to enhance their knowledge on MHM, proper utilization of re-usable sanitary kits, SRH, and peace building. These women will be further engaged as local facilitators in consequent training and promotional activities in their respective communities.	Trained women / girls on MHM, proper utilization of re-usable sanitary kits and SRH,
Community Advocacy sessions	Community-based sessions targeting male community leaders. These sessions raise their awareness of women's health rights, as well as advocating for women's engagement on peace building activities.	Male advocates who will be further engaged in conducting consequent community-based awareness sessions.
Community Sessions	Community-led dialogue sessions will be held in different regions, with the objective of raising mass awareness on MHM, proper utilization of re-usable sanitary kits, SRH, and peace building	Men and women will sensitize towards MHM, proper utilization of re-usable sanitary kits and SRH
Provision of reusable sanitary pads / kits	The MHM pads should have the following the specifications: - <ul style="list-style-type: none"> <li>● Locally made</li> <li>● Of natural fabrics with high absorbability</li> <li>● Well layered to avoid leakage</li> <li>● Comes in different sizes &amp; colors</li> <li>● Washable &amp; reusable for up to 9</li> </ul>	Women & Girls have access to reusable sanitary pads / kits

- months.
- Environment friendly
- Cost effective

### Description of Deliverables

The key deliverables are as follows:

ToT training on MHM	Sessions	40
Peer Education Training on SRH and MHM	Sessions	40
Training of women groups on SRH and MHM	Sessions	4
Community Awareness session	Sessions	8
IEC materials	Peoples	1,000
Sanitary pads	Peoples	1,000

### Roles, Responsibilities and RACI

The selected vendor will be responsible for:

- Production of the reusable Sanitary Products
- Selection and recruiting of non-resident facilitators,
- Implementation of capacity building and awareness raising activities
- Preparation of M&E tools
- Report writing.

Mercy Corps will be responsible for:

- Logistical preparations at the local level, including placement of non-resident facilitators.
- Identification of TOT participants
- Identification of local stakeholders to be engaged in the advocacy sessions.
- Implementation of community awareness sessions,
- Monitoring and Evaluation,

## 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]

### SERVICE CONTRACT

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

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

**2. Delivery of Services.**

a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.

b. Contractor will perform all Services through the services of Contractor’s employees or subcontractors approved by Mercy Corps. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor shall require its subcontractors, agents, and others retained to perform the services to comply with all applicable terms and conditions of this Agreement in providing such services and shall remain primarily liable to Mercy Corps for the performance of such subcontractor, agent or third party approved by Mercy Corps. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the Agreement. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

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

**4. Invoicing and Payment.**

a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps’ donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the

Contract Number; (ii) Contractor's name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding \$25 USD, and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.

b. Except as otherwise provided in the Statement of Services, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.

c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

## **5. Taxes, Duties and Expenses.**

a. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

b. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.

## **6. Representations, Warranties and Additional Covenants.** Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.

a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.

b. Contractor has the requisite skills to perform the Services in accordance with the SOW.

c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.



d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.

e. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list ([http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).

f. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.

g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.

h. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.

i. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.

j. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

k. Contractor understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([mercycorps.org/integrityhotline](http://mercycorps.org/integrityhotline)). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.

1. Contractor and those performing services on Contractor's behalf have the necessary knowledge, qualifications, licenses, permits, ability and expertise to perform the services and comply fully with the terms of the Agreement.

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

**8. Work Product and Intellectual Property Rights.**

a. "Work Product" means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.

b. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country's copyright laws will constitute "works made for hire" under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.

c. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.

d. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.

e. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. "Moral Rights" means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

f. Contractor warrants and represents that (i) it has the rights to any Work Product created under this Agreement; (ii) no part of the works produced or furnished by the Contractor under this Agreement will defame or libel, or infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party; and (iii) any media containing any digital program which is included in the works produced or furnished by Contractor will be free from defects in material and workmanship and will contain no virus or disabling device or content that could interfere with continuous performance of such computer program.



**9. Confidentiality and Data Security.** Contractor agrees and warrants that it will maintain in strict confidence Confidential Information. The term “Confidential Information” includes (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); (iii) nonpublic information concerning the affairs, activities, policies, proposals, projects, employees, donors or potential donors, finances, property or method(s) of operation, trade secrets, know-how and similar information of Mercy Corps, its affiliates, as well as any third party and its affiliates with which Mercy Corps may collaborate, and (iv) any Mercy Corps information that contains personally identifiable information hereby defined as information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (referred to as “PII”). Contractor agrees to the following:

a. Contractor will comply with the Mercy Corps’ Responsible Data Policy and all Federal, State and applicable laws and regulations governing the confidentiality and privacy of the information provided under this Agreement.

b. Contractor will treat Confidential Information with the same standard of care that it may use to maintain its own confidential information, provided that the standard is not negligent. This includes maintaining appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

c. Contractor agrees to the implement and follow additional data security requirements concerning PII and hereby represents and warrants the following:

1) At all times during the term of this Agreement, with respect to PII, Contractor is capable of providing, and will maintain, reasonable physical, technical and administrative safeguards appropriate for any PII received from Mercy Corps, or created or received on Mercy Corps’ behalf:

2) Contractor will ensure that any transmission specifically of donor data containing PII between Mercy Corps and Contractor is conducted via secure FTP or secure/encrypted email, or other mutually agreed upon secure file sharing platform; and

3) Contractor will maintain sufficient procedures to detect and respond to any attempted unauthorized acquisition or use of PII in paper or electronic form or interference with information system operations affecting electronic PII.

d. Contractor agrees to use Confidential Information only as required by to perform its services for Mercy Corps under this Agreement, and will not reveal it to a third party or use for any other purpose without the prior written consent of Mercy Corps. Except as otherwise authorized in advance by Mercy Corps, Contractor will not provide to any third party either access to, or information about, Mercy Corps systems, platforms, and other mechanisms without the express written permission in each instance.

e. At the termination of the Agreement, Contractor will return to Mercy Corps all Confidential Information provided by Mercy Corps to Contractor, or otherwise take appropriate measures as requested by Mercy Corps to remove any copies of Confidential Information in Contractor’s possession and cause its subcontractors, agents, and others involved in the services to do the same.





**10. Indemnification.** Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnatee”), 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 Indemnatee or asserted against any Indemnatee 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 Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnatee.

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

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

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

**12. Dispute Resolution.** Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.

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



making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.

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

**15. Miscellaneous.**

a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of law's provisions thereof.

b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.

c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).

d. Time is of the essence of each and every obligation of Contractor under this Contract.

e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.

f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.

g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.

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



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

**MERCY CORPS**

\_\_\_\_\_

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

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

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

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

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

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

## SCHEDULE I: ADDITIONAL TERMS

### Statement of Services – Fixed Price

**1. Services and Statement of Work:** In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.

- a. Background:
- b. Scope of Work:
- c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 2 below:
  - i. Deliverable 1:
  - ii. Deliverable 2:
  - iii. Deliverable 3:

The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”).

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

Deliverable #	Deliverable Description	Deliverable Due Date

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

Deliverable #	Deliverable Description	Deliverable Price	Total Contract Price

# Tender Package — Request for Proposal (RFP)




**Invoicing and Payment Terms:** Upon completion of the Contract Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”).

**Key Personnel:**

**Authorized Representatives and Contact Information:**

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

**Termination for Convenience Notice Period:** (the “Termination Notice Period”)

**Donor Terms:**

## 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 (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	

# Tender Package — Request for Proposal (RFP)



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)	

# Tender Package — Request for Proposal (RFP)



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

## **Product/Service Information**

List Range of Products/Services Offered	
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# Tender Package — Request for Proposal (RFP)



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 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 have 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.

# Tender Package — Request for Proposal (RFP)



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

# Tender Package — Request for Proposal (RFP)



<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	

# Tender Package — Request for Proposal (RFP)




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.