

1. Invitation to Tender

Tender Name: Consultant to conduct the endline Assessment for REACH 4 (FFP) program in Damboa LGA.	Tender No: NIG/MDG/TEN31
Location: Borno State – Nigeria	Correspondence Language(s): English
<p>Brief Summary Description of Project:</p> <p>Mercy Corps, an International Non-Governmental Humanitarian Organization is pleased to invite Consultants (Individual(s) which might include a team of people with one person serving as the lead evaluator). to submit proposal to conduct the endline Assessment for REACH 4 (FFP) program in Damboa LGA. in Borno State, Nigeria.</p> <p>Mercy Corps chooses to hold competitive proposals for selection of Individual(s) which will implement our requirements. We believe that competitive proposals are the only way to fairly select the best individual for the job while ensuring good prices and preventing collaboration and corruption.</p>	

Tender Package Available from: 25nd January, 2021	Tender Package Pickup Location: Tender document can be downloaded through the following MC website: www.mcnigeria.com/tenders
Deadline for Offer Submission: 31st January, 2021	Submit Offers to: Full bidding document with attachments. No 20 Mohammed Goni street GRA former Iamaraj hotel Maiduguri, Borno State or by online: tenders@mercy Corps.org Note: Envelopes or emails should be marked <i>NIG/MDG/TEN31 Consultant to conduct the endline Assessment for REACH 4 (FFP) program in Damboa LGA</i>

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

Questions and Answers (Q&A)	
If any, Submit Questions in writing to: nq-inquiries-maiduguri@mercy Corps.org Or No 20 Mohammed Goni street GRA former Iamaraj hotel Maiduguri, Borno State, Nigeria.	

Last Day for Questions: 28 th January, 2021	Questions will be answered by: 29 th January, 2021
Questions will be answered through: (No 20 Mohammed Goni street GRA former Lamaraj hotel Maiduguri, Borno State, Nigeria) or Email:- ng-inquiries-maiduguri@mercycorps.org	

Documentation Checklist		
These documents are contained within this tender package:	✓	Invitation to Tender
	✓	General Conditions for Tender
	✓	Criteria and Submittals
	✓	Price Offer Sheet
	✓	Supplier Information Form
	✓	Scope of Work/Technical Specifications/BoQ
	✓	Sample Contract

2. General Conditions for Tender

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

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

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided

to one offeror must be provided to all other offerors.

- *Collusion between/among offerors*

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

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

integrityhotline@mercycorps.org

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

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

2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [180 days] from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.

- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

2.3 Consultancy Eligibility

Consultants / Firm may not apply, and will be rejected as ineligible, if they:

- Do not possess the minimum experience or qualification
- 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
- Candidates 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. Bidder should not write their company's name or stamp on the envelope

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:

- Legal standing to provide consulting services in Nigeria – The company must be legally registered.
- Latest tax clearance with the Federal Inland Revenue Services (FIRS tax clearance certificate).
- Must pass Ineligibility and compliance checking (ICC) ideal for both consulting firm

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 registration documents (Copy of CAC registration certificate)
- Tax clearance certificate from FIRS or evidence of corporate TIN registration (Attach a copy)
- Must pass Mercy Corps’ Ineligibility and Compliances Check (ICC)

Documents to conduct the Technical Evaluation and additional Due Diligence:

- The Lead consultant must hold a minimum of advanced relevant university degree (MSc or PhD).
- Demonstrable experience in leading evaluations of humanitarian programs responding to major disasters, with specific emphasis on food security and protection in emergencies
- Strong skills in survey form design for mobile data collection (using ONA and ODK).
- Experience in both quantitative and qualitative data collection and data analysis techniques
- Strong analytical skills and ability to clearly synthesize and present findings, draw practical conclusions, make recommendations and to prepare well-written reports in a timely manner

Price Offer:

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

quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors **must not** include VAT and customs duties in their offer. However, Mercy Corps deduct withholding Tax from source in line with Government Regulation in Nigeria.

3.4 Currency

Offers should be submitted in: **Nigeria Naira (NGN).**

Payments will be made in: **Nigeria Naira (NGN) through wire transfer**

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 criterion 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 Lead consultant must hold a minimum of advanced relevant university degree (MSc or PhD). (Copy of certificate obtained attached)	10%	10	1
Minimum of 7 years' experience in leading evaluations of humanitarian programs responding to major disasters, with specific emphasis on food security and protection in emergencies. (Copy of contracts or reference letters attached)	10%	10	1
Strong skills in survey form design for mobile data collection (using ONA and ODK). (Sample of coded xlsforms from previous evaluation works attached)	10%	10	1
Experience in both quantitative and qualitative data collection and data analysis techniques. (Sample proposals/concept note from previous projects)	15%	10	1.5
Strong analytical skills and ability to clearly synthesize and present findings, draw practical conclusions, make recommendations and to prepare well-written reports in a timely manner. (Sample of reports produced from previous project evaluations)	20%	10	2
Readiness to travel to North East (Damboa, Borno State) conduct direct standard assessment activities as well as field visits to program sites. (This needs to be stated in the application)	10%	10	1
Financial Offer	25%	10	2.5
TOTAL POSSIBLE SCORE:	100%		10

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 Consultancy Firm(s). The purpose of these processes is to

ensure that Mercy Corps engages with reputable, ethical, responsible Consultancy Firm 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
- Determination of relations and affiliations between offerors

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 consultant, 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 sec 7
- ☐ Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
- ☐ Other important documents offeror feels need to be attached to support their proposal

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

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

5. Scope of Work/Technical Specifications

Background:

Entering its tenth year, the humanitarian crisis in Borno State, North East Nigeria continues to face challenges with no clear signs of abating. As of September 2019, 1.8 million Nigerians have fled from their homes and are internally displaced, the majority within Borno State – the epicenter of the crisis. 80% of internally displaced people are women and children, and one in four are under the age of five. Ongoing hostilities and military operations led to waves of mass displacement and continue to impact humanitarian operations. In the Damboa Local Government Area (LGA) of Borno State, more than 80,000 people are displaced, 58,000 of whom reside in Damboa town. These individuals are experiencing severe impacts upon their food security and nutritional status. Mercy Corps' REACH programming in Damboa has contributed to substantial improvements in food security (the proportion of households with a poor or borderline Food Consumption Score (FCS) dropped from 60% in October 2017 to 47% in August 2018 among targeted households). Despite improvements, the underlying conditions that contributed to food insecurity in Damboa remain unchanged; food security gains observed in households participating in REACH's programming are largely dependent on existing programming. While the World Food Programme (WFP) through their partner IMC, provides food rations for displaced households residing in the IDP camp in Damboa town, three-fifths of the IDP population living in Damboa town are integrated in the host community. Mercy Corps is the only other organization in Damboa providing food assistance to only about 23% of those.

Responsive Economic Assistance for Conflict Affected Households (REACH) 4 is a Food For Peace-funded emergency food security program that began in February 2020 and runs through January 2021. The ultimate goal of REACH 4 is to enable conflict-affected households in Damboa to meet essential food needs during the program's lifetime. As a result of the increasing need of humanitarian assistance and to meet these urgent needs, Mercy Corps proposes to build upon the previous iterations of FFP food security responses in NE Nigeria with a multi-pronged approach that increases access to both staple and nutrient-dense food through local markets while also shaping behaviors to support optimal nutrition. The REACH 4 program is expected to reach the most vulnerable household who are food insecure households in Damboa with food assistance to enable them meet their essential food needs by engaging in multiple market systems; and promote sustainability and resilience by investing in nutrition and production capacities. Using this approach, REACH 4 will address both the immediate food security needs, as well as commence the work of taking Damboa along the path from food dependency to food self-reliance.

Purpose / Project Description:

The ultimate goal of the REACH 4 is to enable 13,512 conflict-affected households in Damboa have improved food and nutrition security during the program's lifetime of 12 months. Building on three years of experience successfully implementing the REACH program (1, 2 & 3), Mercy Corps aimed to meet the essential food security needs of the most vulnerable households this include the IDPs, Returnees and the Host community while contributing to a foundation for resilience in Damboa LGA. To achieve this, Mercy Corps used a multi-pronged approach to increase access to both staple and nutrient-dense food through local markets while also shaping behavior change to support optimal

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nutrition. The program accomplishes this objective through work in food security, nutrition and household energy (fuel efficient stoves (FES):

- **Food Security:** REACH 4 worked to ensure that 13,512 conflict-affected households access nutritionally adequate and diverse foods via vouchers for nutritious food items for vulnerable households. During the phase 4, Mercy Corps explored expanding food options to potentially encourage households to purchase vegetables, fruits, animal-source foods and other fresh foods that are locally available and culturally appropriate -- in addition to the staple food items that are already accessed through market vendors. Expansion of food options will have the added benefit of supporting local producers, while also ensuring these households consume essential micronutrients.
- **Nutrition:** REACH 4 conducted nutrition/hygiene promotion activities as per the outcomes of the needs assessment responding to negative coping mechanisms and to promote proper hygiene practices and Infant and young Child Feeding (IYCF), and train women and men in child health and nutrition. This will emphasize behavior change communications and strategies with groups of women and adolescent girls, while also creating linkages to, and driving demand for, nutritious foods and nutrition and health services.
- **Fuel Efficient Stove (FES):** REACH 4 worked to ensure that households are able to prepare staple and fresh foods safely and hygienically, a small pilot to support increased access to fuel efficient stoves (FES) for vulnerable households.

The purpose of the Final evaluation of the program is to (a) assess the program's achievements of the activity in relation to the goal, objectives, results and targets (b) Evaluate the activity's effects on the local markets, and how it affected certain groups of interest (women, men, youth, boys and girls), Evaluate the effectiveness and relevance of the modality, transfers and complementary interventions to achieve activity outcomes (d) assess the sustainability of its results, (e) Identify best practices, lessons learned, strengths and challenges in activity design, including log frame, and implementation of achieving project achievements. The evaluation is to cover all sub-sectors of the intervention.

The results of the Final evaluation will be used to inform the final reporting to the donor and will be shared with the food security Cluster in Nigeria and to help inform Mercy Corps' current and future food security programming.

The consultant is expected to work in-country (or remotely in case of international) and to deliver a comprehensive Final evaluation report no later than February 2021 - with a first draft submitted for review by 2nd week in February 2021

Evaluation Questions

The evaluation questions that will be considered as cornerstones for this assessment are:

- **Achievements:** To what extent have the interventions adhered to planned implementation - schedules, participant targeting, resource transfer composition and quantities, inputs and service delivery, and outputs - and achieved intended goals, purposes

and outcomes? Did interventions reach the appropriate target groups and individuals within the target areas? Are interventions appropriate and effective for the target group based on the nature of their vulnerabilities? How effective was the targeting approach in achieving the project goal? What factors promoted or inhibited adherence to plans and targets? How were problems and challenges managed? What lessons were learned?

- **Effectiveness and Efficiency of Interventions and Intervention Implementation:** To what extent did the interventions consider the differential vulnerability by gender equity, protection, age, physical and emotional challenges of the participants, and risks to participation in various interventions in project design and implementation? How has management adapted the project design or implementation based on monitoring information and feedback from the target population? What lessons were learnt regarding program design and implementation? What was the level of efficiency with regards to cost-per-project participant, timely delivery of the goods or services, and adjusting the transfer amount based on price and need changes? How have the nutrition activities impacted the nutritional outcomes of project participating HHs, in general, and households with vulnerable participants like, pregnant women, people living with disabilities, and the elderly, in particular household with children screened with severe and moderate acute malnutrition?
- **Intended and Unintended Food and Nutrition Security Outcome:** What changes has the program brought in terms of the household food consumption score, household hunger scores and coping strategy index? To what extent has the program improved household coping and adaptive capacities in the course of recurring conflicts and displacements. Include expected and unexpected, positive and negative – what factors facilitated or inhibited these changes?
- **Assess the contribution of specific interventions in improving household food security and nutrition outcome:** How have the mass sensitization rallies and the vendors shop nutrition promotion during voucher distributions with informational banners led to changes in participants' food selection pattern? How effective has, the Mother Support Groups been in passing nutritional messages? How impactful is the voucher system? How can the food intervention be improved in the future?
- **Collaborations:** What is the level of satisfaction of the stakeholders including government departments, food security cluster, participants, and others?
- **Leverage and Layering:** To what extent did the project leverage existing other USG and non-USG investments in the same space to facilitate linkages with complementary services, layering with earlier investments, and implementing an exit strategy to minimize the dependency on external assistance. To what extent can the benefits of the interventions be sustained after the completion of this project?

Consultant Deliverables:

The consultant is expected to provide a means of answering the evaluation questions using both qualitative and quantitative means of data-collection, providing the sampling strategy adopting the sample size from the feed the future sample size calculator and data analysis. This will include the key deliverables of:

- Develop an Inception Report detailing the process and methodologies to be employed to answer the evaluation questions.
- Undertake desk review of the relevant program documents and secondary analysis to further inform the results interpretation
- **Design qualitative and quantitative data framework and tools:** The external consultant is expected to conduct a mixed methods evaluation using tools and a workplan approved by the Country MEL Manager prior to the start of the evaluation. Data collection shall involve visits to a sample of project locations, meetings with program partners, targeted participants and other key stakeholders. The consultant will lead the qualitative and quantitative data collection, including supervising data collection teams, and completing the analysis within the approved timeline.
 - **Qualitative:** The qualitative evaluation must capture lessons learned and best practices through a variety of qualitative methods. The evaluation team will design the overall qualitative study approach and should consider a variety of primary data collection methods, including: semi-structured in-depth interviews, focus group discussions, and observations. The evaluation team leader and members will be responsible for collecting and analyzing qualitative data. Data will be collected from key stakeholders through interviews, discussions, consultative processes, and observations.
 - **Quantitative:** The Final evaluation will include primary data collection and analysis of quantitative survey data. The Final survey tool will be designed by the consultant and must utilize the same data collection instruments, level of statistical precision, and statistical power as the baseline survey. The field operations - from hiring and training of enumerators and testing of tools - will be led by the consultant with support from Mercy Corps. The evaluation shall be designed to detect statistically significant changes in estimates from baseline to Final for key indicators
- Quantitative designs should allow to examine statistical significant changes in estimates from baseline to Final for key indicators (sampling frame and sample size to be calculated using the revised FFP MEL guideline). In addition to the three primary indicators, the evaluator will examine other performance indicators as per the log frame;

Indicator Source	Indicator	Data Collection Method
FFP-EFSP 2	Food Consumption Score (FCS) - Percent of households with poor, borderline and acceptable food consumption score	Participants based survey
FFP-EFSP 3	Reduced Coping Strategy Index (rCSI) - Mean	Participants based survey
FFP-EFSP 4	Household Hunger Score (HHS) - Prevalence of households with moderate or severe hunger	Participants based survey
FAO USAID WHO Fanta	Minimum Dietary Diversity for Women (MDD-W) & Minimum Acceptable Diet for children 6-23 months	Participants based survey

Adapted from USAID/MCHIP Household Water and Sanitation Module	Percent of people targeted by the hygiene promotion program who know at least three (3) of the five (5) critical times to wash hands	Participants based survey
Custom	Percentage of children under 5 with children with MUAC Score of 13.5cm above.	Participants based survey
Feed the Future Indicator Handbook 2014 (also FFP indicator and MCHIP/USAI	Prevalence of exclusive breastfeeding of children under six months of age.	Participants based survey
Custom	Percentage of community members who report enhanced awareness and demand about product availability and benefits	Participants based survey
Custom	% of participating households reporting reduced expenditure on fuel	Participants based survey
DHS/FFP/ CARE/WEA	Average score on the program relevant household decision making index	Participants based survey

- The consultant is expected to carry out the following tasks and to produce a comprehensive Final evaluation report.
- Train, and oversee the work of Enumerators/Surveyors
- Prepare draft evaluation report
- Conduct in-country presentation of findings for Mercy Corps
- Prepare Final evaluation report and presentation
- Draft Report brief of 4-5 pages summarizing key findings and program achievements

Below is an overview of the activities, their duration, and the stakeholders responsible. The duration/Level of Effort included is an estimate.

Duration	Activity	Stakeholder
Week 1-5 Working days	Review draft evaluation SOW with the external evaluator to clarify timeframe and available budget	External evaluator, Program Manager, Country MEL Manager, Humanitarian Response Director
	Undertake desk review of the relevant program documents that include the Proposals, Implementation Plans, Revised Program designs and timelines, Program Implementation Reports, Mercy Corps strategy documents, Monthly PDM reports, Assessment reports and any other relevant documents.	External evaluator

	Develop an Inception Report detailing the process and methodologies to be employed to answer the evaluation questions. This should include all evaluation tools, and important time schedules for this exercise, and be presented to Mercy Corps for review and further inputs before going to the field.	
	Provide feedback to inception report and tools for external evaluator to incorporate	Program Manager, Country MEL Manager, Humanitarian Response Director
	With input from MCN Programs team and MEL teams, refine data collection tools and translate them as appropriate	External evaluator
Week 2 – 5 working days	Train Enumerators/Surveyors; Pre-test data collection instruments	External evaluator/MEL Officer
	Finalize data collection instruments	External evaluator
	Oversee data collection	External evaluator
Week 3&4 – 10 working days	Encode and Analyze data (using ONA and ODK)	External evaluator
	Prepare draft evaluation report	External evaluator
	Provide detailed feedback to draft report	Program Manager, Country MEL Manager, Field Manager, Technical Sector Manager, Humanitarian Response Director
	Finalize report, produce presentation of findings, and share back with MC (Not more 25 pages – all other additions can be included as Annexes)	External evaluator

The consultant will be provided with transportation and accommodation in-country and location of Final evaluation – but Mercy Corps will provide guidance and recommendations.

The evaluation consultant will include their airfare as part of the contract which will be covered by Mercy Corps– and Mercy Corps will support with access to field/implementation sites.

Mercy Corps Monitoring, Evaluation and Learning (MEL) team will be available to work directly with the consultant throughout the duration of the consultancy and to answer any question as they emerge.

Report Structure & Content:

- **Cover Page, List of Acronyms**
- **Table of Contents**
- **Executive Summary:** This section should be a clear and concise stand-alone document that gives readers the essential contents of the evaluation report, including a summary of major findings, lessons learned, and recommendations.
- **Methodology:** This section should be sufficiently detailed to help the reader judge the accuracy of the report and its findings.
- **Limitations:** This section should address constraints and limitations of the methodology, and the implications of these limitations for the findings, including whether and why any of the evaluation findings are inconclusive.
- **Results:** This section should provide a clear assessment of progress with respect to indicators / targets / objectives and/or evaluation questions, production of indicator estimate with tables showing the indicators, BL/EL indicator value and statistically compare the two value. Reference baseline and midterm evaluation information as well as program logic, theory of change, etc.
- **Synthesis, Recommendations and Lessons Learned:** This is space for the evaluation team to think about the data and results, and make concrete recommendations for current or future program improvements, pull out organization lessons learned, and generally comment on data and results. Everything presented in this section should be directly linked back to the information presented in the Results section of the report
- **Conflicts of Interest:** Disclose any conflicts of interest or the appearance of conflicts of interest, including the interest of program staff in having a successful program.
- **Annexes:** These should include a complete file of data collection instruments in English, list of stakeholder groups with number and type of interactions; SOW, qualitative protocols developed and used, any data sets (these can be provided in electronic format), any required photos, participant profiles or other special documentation needed.

The following are the key estimated deadlines for the report:

- First draft report to be submitted by February 18, 2021.
- Mercy Corps will review draft report and provide feedback no later than February 20, 2020.

- Final report, incorporating feedback, will be due on February 25, 2021.

Estimated Timeframe / Schedule:

It is expected that the consultant is available to start on February 01, 2021 with an initial meeting with the cash team. The consultant will then work until February 20, 2021 where the Final evaluation report (adjusted according to Mercy Corps' feedback) is to be shared. It is expected that the consultant will work for **an estimated 20 working days** between February 01, 2021 and February 20, 2021 (both days inclusive).

The consultant should provide an estimate of the number of days/level of effort they expect is required. The figures above are estimates.

The invoice for services should be provided to Mercy Corps immediately after the delivery of the Final evaluation report (due of February 25, 2021).

The Consultant will report to:

Mercy Corps 'Country MEL Manager

The Consultant will work closely with:

Mercy Corps' REACH FFP program manager, MEL Team, CASH Program Manager and Grants and Reporting Manager, Humanitarian Response Director and Field Manager.

Required Experience & Skills:

The following are the qualifications and experiences the consultant should possess:

- Strong experience conducting major research exercises in support of major development programmes – preferably in food and nutrition security – in challenging operational environments, previous experience in Nigeria is desirable.
- A strong approach to assuring quality assurance of data collected.
- A strong ethical approach to data collection – while still being able to meet the objectives of the consultancy.
- Demonstrable experience in leading evaluations of humanitarian programs responding to major disasters, with specific emphasis on food security and protection in emergencies.
- Knowledge of strategic and operational management of humanitarian operations and proven ability to provide strategic recommendations to key stakeholders;
- Strong analytical skills and ability to clearly synthesize and present findings, draw practical conclusions, make recommendations and to prepare well-written reports in a timely manner;
- Demonstrated experience in both quantitative and qualitative data collection and data analysis techniques, especially in emergency operations;
- Data visualization skills highly desirable

- Consultant is expected to have strong skills in survey form design for mobile data collection (using ONA and ODK)
- Experience with evaluation USAID-funded projects
- Experience, knowledge and clear understanding of Nigeria humanitarian context;
- Good interpersonal skills and understanding cultural sensitivities;
- Readiness to travel to North East (Damboa, Borno State) conduct direct standard assessment activities as well as field visits to program sites.

Assessment and award of the assignment

Mercy Corps will evaluate technical and financial proposals (include accommodation, flights and enumerators management costs) and award the assignment based on technical and financial feasibility. Mercy Corps reserves the right to accept, or reject one or all proposals received without assigning any reason, and is not bound to accept the lowest or the highest bidder. Only those shortlisted will be contacted. **Submission deadline for the technical and financial proposal is before COB January 28th, 2021**

Any sub-contracting under this evaluation consultancy will not be accepted.

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.

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. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps' prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

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

4. Invoicing and Payment.

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

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*”.

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

10. Indemnification. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

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

- a. by both Parties on mutual written agreement of the Parties;
- b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;

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

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

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.

12. 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.

13. 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.

14. Miscellaneous.

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

- b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
- c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Contractor under this Contract.
- e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.
- f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.
- g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
- 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: *[Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFQ/RFP.]*
- b. Scope of Work: *[Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables. Substantial discretion should be given to the Contractor on how the deliverables are achieved. Therefore, this section should only specify steps without which the Contractor could not possibly produce acceptable deliverables.]*
- c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 2 below:
 - i. Deliverable 1: *[Include a detailed description of the individual deliverable, the standard the work must be completed to, any specifications, how it must be completed, what the physical submission of said deliverable will be, etc. Deliverables should be as tightly defined as possible to ensure that we receive the intended value and so as to limit miscommunication and litigation]*
 - ii. Deliverable 2:
 - iii. Deliverable 3:*[add additional deliverables as needed].*

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

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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

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

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

Authorized Representatives and Contact Information:

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

Termination for Convenience Notice Period: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the “Termination Notice Period”)

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.]*

SCHEDULE II

Other Contract Provisions Required by Law or MC's Donor

A: ECHO General Conditions

Liability/Indemnity

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

Right of Access/ Audit

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

Confidentiality

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

Conflict of Interest

- (a) The Contractor shall take all reasonable precautions to avoid any conflict of interests and shall inform MCS without delay of any situation constituting or likely to entail a conflict of interests. There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Anti-Corruption

The Parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe or facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware

of during this Contract; and, at the reasonable request of MCS, confirming in writing that they have complied with this Clause number and provide any information reasonably requested in support of such compliance.

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

B: DFID requires certain clauses and provisions to be included in all contracts;

Liability/Indemnity

The Solicitor acknowledges that DFID will not be held responsible for or in relation to the activities of the Solicitor under this Contract.

Right of Access/ Audit

Access – The Solicitor shall permit Mercy Corps, its donor, DFID (UK), and/or the UK's National Audit Office and/or any of their duly authorized representatives, access to project sites and relevant records, including books, documents, papers (including in electronic format) for the purpose of monitoring, evaluation and audit. Such verification or audit may take place at any time during this Contract and up to seven years after final payment made under this Contract.

Anti-Corruption and Anti-Bribery

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

Cancellation of the contract

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

Confidentiality

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

Conflict of interest

The Solicitor shall take all reasonable precautions to avoid any conflict of interests and shall inform Mercy Corps without delay of any situation constituting or likely to entail a conflict of interests. There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Intellectual Property Rights

Mercy Corps shall be the owner of any product and/or copyrightable item that results from the performance of the Contract.

C: CHILD AND VULNERABLE ADULTS PROTECTION POLICY

Mercy Corps aims to safeguard children/vulnerable adults from abuse, violence and exploitation in all that we do, in line with Article 19* of United Nations Convention on the Rights of the Child. Besides economic, social and political problems affecting large numbers of children/vulnerable adults in countries where Mercy Corps works, individuals may be at risk from abuse by adults or other children. This policy concerns maltreatment of a child/vulnerable adult in contact with a Mercy Corps team member. Mercy Corps' policy is to react sensitively to any suspicions or allegations and deal with them appropriately. Any team member who has suspicions of or has witnessed any form of inappropriate behavior as defined in this policy should immediately report it to the Country Director or Regional Program Director as appropriate and the UK HR Director or US HR Services Director.

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

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

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

Values and Principles in working with Children/Vulnerable Adults:

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

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

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

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

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

Team members must never:

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

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

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

PREVENTION OF SEXUAL EXPLOITATION AND ABUSE POLICY

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

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

D: Other USAID Contract Provisions Required by Law

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

1. The recipient must 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 (online at: <http://www.treasury.gov/resource> center/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:
- (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of this Contract;
 - (iii) Use forced labor in the performance of the Contract; or
 - (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging employees recruitment fees ; or
 - e. Providing or arranging housing that fails to meet the host country housing and safety standards.
- Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.
6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
7. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

8. The Contractor agrees to incorporate the terms of “Annex C” word-for-word in all of its sub-contracts funded under this Contract, if any.
9. Department of State Annex C [For Contracts to Be Performed Outside of the U.S.]

E: Other DOS Contract Provisions Required by Law

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

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, the US Department of State, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor’s personnel for the purpose of interview and discussion related to such documents.
5. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate for the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Contractor does not promote, support, or advocate the legalization or practice of prostitution.

6. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or
 - (iii) Use forced labor in the performance of the Contract.
7. The Contractor agrees to incorporate the terms of “Annex E” word-for-word in all of its sub-contracts funded under this Contract, if any.

F: Other Contract Provisions Required by Law or European Union

NAME OF ORGANISATION has received funding from the European Union. NAME OF ORGANISATION, in accordance with the European Union regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

Liability/Indemnity

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

Right of Access/ Audit

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

Confidentiality

The Vendor acknowledges that MERCY CORPS has reporting obligations to the European Union. Accordingly, the Vendor consents to MERCY CORPS sharing information about the Vendor or the Services with the European Union as required.

Anti-corruption

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

MERCY CORPS recognizes that in complying with this Clause, the Vendor is not expected to risk life, limb or freedom.

Visibility

Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein should not be taken, in any way, to reflect the official opinion of the European Union.

Principal of Ethical Procurement

The Vendor acknowledges that MERCY CORPS must comply with the European Union's principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labour, and the respect of basic social rights and working conditions based on international labour standards.

Payment/ Service Fee

Payment will be made to [Contractor's] bank account:

Account No.	
Account Name	
Bank Name	
Bank Address	
TIN	

Intellectual Property Rights

Clause 4 should state: Mercy Corps shall be the owner of any [product] [copyrightable item] [patentable item] that results from the performance of the Contract.

If a different Clause is included and MCS does not own the product/items add the following wording:

“The Contractor grants the right to MCS and the European Commission to use freely and as it sees fit all documents produced under this Contract, whatever their form or medium.”

G: Other USDA Contract Provisions Required by Law

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

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor's personnel for the purpose of interview and discussion related to such documents.
5. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or
 - (iii) Use forced labor in the performance of the Contract.
6. The Contractor agrees to incorporate the terms of “Donors” word-for-word in all of its sub-contracts funded under this Contract, if any.

Appendix 1

Reporting of currency and cash-based transaction required under Nigerian laws.

1. The special control unit against money laundering (SCUML) as well as Federal Ministry of Industry, trade and investment, in line with the provision of the “Money Laundering (Prohibition) Act (TPA)” 2011 (as amended) and Federal Ministry of Industry, Trade and Investment (designation of Non-Financial institutions) 2013 and 2016 respectively, requires designated non-financial institutions to report all currency transactions of N5,000,000 and above, in case of an individual or N10,000,000 and above, in the case of a body corporate within seven (7) days from the date of transaction.
2. The laws also require designated non-financial institutions to report all cash-based transactions in excess of \$1,000 or its equivalent within seven (7) days to SCUML through its online platform.
3. Accordingly, Mercy Corps, being a registered and designated non-financial institution, in compliance with above requirements in clause a and b of this document is obliged to report all transaction to SCUML.
4. By signing this document, the vendor/contractor/service provider unconditionally allows Mercy Corps to share necessary data and documents with SCUML and the “Economic and Financial Crimes Commission (EFCC).
5. Vendor/contractor/service provider also agrees to allow SCUML and EFCC the unconditional access to his bank account(s), account books and daily ledger with regard to the amount paid against this contract.

7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form.

This document must be submitted with your bid

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

Please complete all fields.

Supplier Information

Consultant's Name	
Address	
Website	
Phone/Fax Numbers	Phone: Fax:
Primary Contact	Name: Phone Number: Email Address:
Number of total employees	
Government - owned (yes/no)	
Name(s) of business partners or associate	
Subsidiary or affiliate Consultancy firm, if any	
What is your area of business?	

How many years of experience do you have in this field?	
Do you have NGO, INGO and UN Agencies Experience? (If yes / please attach the copies of the experience certificates or contracts).	
Have you ever rendered end line assessment in the Northeast?	
Do have knowledge of the security situation in the Northeast?	
Do you understand the security situation within Borno State? Please attach acknowledgment.	

Financial Information

Bank Name and Address	
Name under which bank account is registered?	
Payment Terms: Payment will be done in wire transfer.	
MC will do the payment on monthly bases after the delivery of services, do you agree on this term?	

Delivery Time/Completion Time

If successfully selected, how many days, from the time of signing contract will you start service delivery?	
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References

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

Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, 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 be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.

13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.

14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.

15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.

16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps. If the Company cannot certify to any of the above it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

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

Company Name: _____

Name of Representative: _____

Title: _____

Signature: _____

Date: _____

MERCY CORPS USE ONLY

Following documents have been provided:

Documents	
Legal Business Registration	
Latest Tax Registration Certificate	
<i>Banking Information</i>	
<u>Tax identification number</u> (TIN)	
Company Profile	
References from previous work projects	
Key Personnel CVs, 3-page max per personnel.	
Detailed Product Specifications 2-page max, drawing	

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

Name _____

Title _____

Signature _____

Date* _____

Attachment 2 – Price Offer Sheet

S/N	SERVICE DESCRIPTION	QTY	UNIT	Cost
1	Consultancy to conduct the endline Assessment for REACH 4 (FFP) program in Damboa LGA.	1	Day	

This is a request for proposal, Consultant(s) may choose to give their daily rate as lump sum or may choose to give a breakdown of services and budget in their own letter head, signed and stamped. Applicable tax will be deducted in accordance with the Nigeria Tax Laws

