

## 1. Invitation to Tender:

<b>Tender Name:</b> Supply & Installation of Generators	<b>Tender No:</b> NIG/MDG/TEN42
<b>Location:</b> Maiduguri, Damboa and Ngala LGAs – Borno State	<b>Correspondence Language(s):</b> English
<p><b>Brief Summary Description of Project:</b></p> <p>Mercy Corps is an international relief and development organization working in over 40 countries worldwide helping people build secure, productive and just communities. Mercy Corps in Nigeria implements a variety of programs with the ultimate goal of building productive, secure and just communities. Since 2012 Mercy Corps and Corporate Fund have been developing a strong and productive relationship that seeks to “Addressing Diverse and Acute Primary Threats (ADAPT) to Human Security in Northeastern Nigeria.” In recognition of the nearly two billion people now living in countries where our partnership goals are threatened by fragility, conflict and violence, corporate fund adopted Mercy Corps as one of its Global Emergency and Disaster Relief Partners.</p> <p>Mercy Corps is seeking potential supplier(s) to supply &amp; install three (3) generators in Maiduguri, Damboa &amp; Ngala LGAs – Borno State. Mercy Corps invites sealed bids from legally registered companies who specialized in this field to supply these equipment as described in section 5.2.</p>	

<p><b>Tender Package Available from:</b></p> <p><b>13<sup>th</sup> August, 2021 @ 8:00am</b></p>	<p><b>Tender Package Pickup Location:</b></p> <p><b>Tender document can be downloaded through the following MC website: <a href="http://www.mcnigeria.com/tenders">www.mcnigeria.com/tenders</a></b></p>
<p><b>Deadline for Offer Submission:</b></p> <p><b>20<sup>th</sup> August, 2021 @ 5:30pm</b></p>	<p><b>Submit Offers to:</b></p> <p>Full bidding document with attachments.</p> <p><b>No 38 Kinshasa Road, Old GRA Maiduguri, Borno State or by online: <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a></b></p> <p><b>Note:</b> Envelopes or emails should be marked</p> <p><i>NIG/MDG/TEN42: Supply &amp; Installation of Generators in Maiduguri, Gwoza and Ngala LGAs – Borno State</i></p>

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

### Questions and Answers (Q&A)

If any, Submit Questions in writing to: [ng-inquiries-maiduguri@mercycorps.org](mailto:ng-inquiries-maiduguri@mercycorps.org) (No. 38 Kinshasa Road, Old GRA Maiduguri – Borno State)

Last Day for Questions:  
( 17<sup>th</sup> August, 2021; 12:00pm)

Questions will be answered by:  
(18<sup>st</sup> August, 2021; 3:00pm)

### 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 offers 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. The supplier will be responsible to deliver the entire order to No. 20 Mohammed Goni Road behind Nipost Quarters Old GRA Maiduguri – Borno state.

### 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 bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

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

[integrityhotline@mercy Corps.org](mailto:integrityhotline@mercy Corps.org)

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

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

## **2.2 Tender Basis:**

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

Corps reserves the right to reject any and all offers, if such action is considered to be in the best interest of Mercy Corps.

### **2.3 Supplier Eligibility**

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

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

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

### **2.4 Response Documents**

Offerors must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

### **2.5 Acceptance of Successful Response**

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

### **2.6 Certification Regarding Terrorism**

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

## **Criteria & Submittals**

### 3.1 Contract Terms

Mercy Corps intends to issue a 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:

- **Must be registered in Nigeria with evidence of registration attached.**
- Must have a **Tax Identification Number** (TIN) with evidence of registration with FIRS attached. (Note that Mercy Corps in Nigeria deducts withholding tax in accordance with government regulations.)

### 3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

#### Documents supporting the Eligibility Criteria:

- Legal Business Registration
- Latest Tax Registration Certificate
- Must have evidence of good track record for similar contracts executed with references from previous clients (**please attach evidence to bid document**).

#### Documents to conduct the Technical Evaluation and additional Due Diligence:

- Company Profile, 2-page max (A cover letter detailing contact address, phone number, email detailing expression of interest for the supply)
- References from previous work projects (including contact information)
- Key Personnel CVs, 3-page max per personnel – (For the technician for the installation and commissioning)
- Detailed Products Specifications 2-page max if vary from the required specifications
- Warrant terms
- Product make, model and year of manufacturing
- Contracts or Goods delivery note, service completion report etc.
- Evidence of recognized bank account (Mercy Corps will make all payments in bank through bank transfers).

**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. The transportation cost should be included to total price up to.

**3.4 Currency**

Offers should be submitted in: NGN.  
 Payments will be made in: NGN through wire transfer.

**3.5 Tender Evaluation (LPTA 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 bids, 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 Technical Evaluation**

***Lowest Price, Technically Acceptable (LPTA)***

Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier’s bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.

Only offerors who pass all criteria will move on to the next round of evaluation.

Pass/fail technical criteria are as follows:

Technical Criteria	Pass or Fail?
Previous experience for similar contracts executed (With references from previous client)	
Warranty (Minimum is 1 year or 12 months)	
Items Technical Specifications (Refer to section 5.2 if the list of specifications).	
Delivery Time/Project Schedule (Maximum delivery or completion time in order for suppliers to pass 20 calendar days from the date of signing contract).	
Corporate Capabilities (Required minimum experience is at least 2 years).	

Financial capabilities (Recent 2 years bank account statement or audited financial report for 2 years)	
Financial Offer (Only realistic and reasonable offer will be considered)	

### 3.5.2 Financial Evaluation and Price/Cost Analysis

All suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) 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 3.5.3.

### 3.5.3 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 offeror or offeror(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform
- Samples will be checked by committee at the vendor's shop for the quality of the goods.

## 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 Bid" 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 Bid*

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

- Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
  - A detailed specification of the offered items if vary from the required specifications

- Warranty.
  - Delivery time
  - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- 
- A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7
  - Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
  - Other important documents offeror feels need to be attached to support their bid

The original bid 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 bid shall be initialed by the person or persons signing the bid 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 bid.

## 5. Scope of Work/Technical Specifications

### 5.1 Background

Mercy Corps is an international relief and development organization working in over 40 countries worldwide helping people build secure, productive and just communities. Mercy Corps in Nigeria implements a variety of programs with the ultimate goal of building productive, secure and just communities. Since 2013 Mercy Corps and Corporate Fund have been developing a strong and productive relationship that seeks to “power sustainable social and business progress through cross-sector collaboration and improve the lives of people and their communities in our shared geographies.” In recognition of the nearly two billion people now living in countries where our partnership goals are threatened by fragility, conflict and violence.

Mercy Corps is seeking potential supplier(s) to supply & install electric power generators in Maiduguri, Damboa and Gwoza LGAs – Borno State. Mercy Corps invites sealed bids from legally registered companies who specialized in this field to supply diesel engine electric power generators as described in section 5.2.



## 5.2 Technical Specifications of the goods.

Qty	100kva Electric power generator Specifications
1 set	<p> <u>Voltage</u> 230/400V            PH 3            PF 0.8            Hz 60            Stand-by Ratings 100KVA/105KW            Prime Ratings 100KVA/105KW              RMP 1500         </p> <p> <u>Engine Data</u>            Engine with direct injection, water cooled engine, 3 cylinders, in-line, 4 stroke, rated at 1500 RPM, conforming to ISO 3046 / BS 5514 has the following specifications: - Mechanical FIP - Mechanical governor /Electronic Governor (Optional) - Turbocharger, pulse tuned exhaust manifold, stainless steel exhaust flexible connection - Radiator Cooled, turbo charged after cooled -Plate type, lube oil, cooler -Filters-fuel, lube oil - Dry type replaceable paper element air cleaner. UK Built Perkins 1103A -33TG1 or equivalent         </p> <p> <u>Engine Electrical System</u>            Engine Electrical system: Charging alternator Voltage / Current (DC) 12V / 35Amps Starter Motor rated voltage (DC) 12 Battery Voltage (DC) / Capacity (AH) 12V, 88 AH         </p> <p> <u>Fuel System</u>            Type of injection Indirect Fuel injection pump Cassette type, Fuel supply connection size 3/8" NPT, Fuel return connection size 1/4" NPT, Diesel powered (AGO), Fuel tank capacity 150ltr or equivalent         </p> <p> <u>Cooling System</u>            Radiator ambient temp; °C (°F) 50 (122), Radiator Coolant capacity; 20ltr, Coolant pump drive Gear. Thermostat operation range; °C 82-95, Max top tank temp; °C 112, Cooling fan type Pusher, Cooling fan material Plastic.         </p> <p> <u>Lubrication System</u>            Oil capacity; L (gal) 10.6 (2.8), Oil cooler Water cooled Oil filter Spin on, replaceable, Oil temp (continuous operation); °C 125            Oil flow at rated speed; L/min 15.2.         </p>

<b>Qty</b>	<b>15KVA Electric Power Generator Specification</b>
2 sets	<p><u>Voltage</u> 230/400V            PH 3            PF 0.8            Hz 60            Stand-by Ratings            15KVA/ 12.5KW Prime Ratings</p> <p>15KVA/12.5KWRPM</p> <p><u>Engine Data</u>            Cylinders 4, Vertical in-line, Max. Power @ rated rpm; kWm (BHP) 36.4 (48.8), Brake mean effective pressure; kPa 1095.4            Aspiration &amp; Cooling Turbo charged air to air charge cooling.</p> <p><u>Engine Electrical System</u>            Charging alternator 12V, Negative Ground, Alternator rating; (amp) 65, Starter motor rated voltage; (dc)            12, Battery quantity x rating 1 x 54Ah, Battery cold cranking amps; 410.</p> <p><u>Fuel System</u>            Type of injection Indirect Fuel injection pump Cassette type, Fuel supply connection size 3/8" NPT, Fuel return connection size 1/4" NPT</p> <p><u>Cooling System</u>            Radiator ambient temp; °C (°F) 50 (122), Coolant capacity; L (gal) 9.3 (2.4), Coolant pump drive Gear. Thermostat operation range; °C 82-95, Max top tank temp; °C 112, Cooling fan type Pusher, Cooling fan material Plastic.</p> <p><u>Lubrication System</u>            Oil capacity: L (gal) 10.6 (2.8), Oil cooler Water-cooled Oil filter Spin on, replaceable, Oil temp (Continuous operation); °C 125            Oil flow at rated speed; L/min 15.2.</p>

## 6. Sample Contract

ITEM	Qty.	UNIT	DESCRIPTION (as agreed with the supplier)	UNIT PRICE	EXTENDED PRICE
1					0.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
SUB-TOTAL					0.00
TAXES					Included
SHIPPING					Included
INSURANCE					Included
<b>TOTAL ORDER</b>					<b>0 0.00</b>

  

<p><b>Approved on behalf of Mercy Corps:</b></p> <p>Name &amp; Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p style="text-align: center;">Financial Review</p>	<p><b>Approved on behalf of Vendor:</b></p> <p>Name &amp; Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p style="text-align: center;">Understood and agreed with Conditions of Purchase</p>
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This Purchase Order (Schedule 1) is inclusive of the Terms and Conditions attached, which are a binding part of this agreement.

Purchase Request Linked Form 05 June 2018 FP3

# Tender Package — Request for Bid (RFB)



## Attachment to Purchase Order:

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

#### A: DFID funded Program

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

#### **Liability/Indemnity**

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

#### **Right of Access/ Audit**

The Contractor 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 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 of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this clause and provide any information reasonably requested in support of such compliance. MC recognizes that in complying with this clause, the Contractor is not expected to risk life, limb or freedom.

#### **Cancelation of the Contract**

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

#### **Confidentiality**

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

#### **Conflict of Interest**

- (a) The Vendor shall take all reasonable precautions to avoid any conflict of interests and shall inform MC without delay of any situation constituting or likely to entail a conflict of interests.

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- (b) 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.

## Principal of Ethical Procurement

The Contractor acknowledges that Mercy Corps must comply with DFID'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.

## Child Protection

The Contractor acknowledges that, under the Donor Contract, the recipients of funds are required to have a robust child protection policy and mechanisms to monitor its adherence and that it is important that a focus on child protection is maintained throughout the lifecycle of the Project. The Donor reserves the right to ask for the relevant child protection policy and mechanisms and test that they are implemented during the life of the Project.

### **B: DOS funded Program**

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;

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- (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 “Exhibit C” word-for-word in all of its sub-contracts funded under this Contract, if any.

## C: European Funded Programs

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

### Liability/Indemnity

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

### Right of Access/ Audit

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

### Confidentiality

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

### Anti-corruption

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

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

### Principal of Ethical Procurement

# Tender Package — Request for Bid (RFB)



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

## D: USAID Funded Programs

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](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

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- 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.

The 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. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
  - (a) The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID’s Office of the Inspector General.
  - (b) The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
  - (c) If Mercy Corps, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
  - (d) Definitions:

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.
  - (e) The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.



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8. 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 200044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

9. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
10. The Contractor agrees to incorporate the terms of "Schedule II – subsection C" word-for-word in all of its sub-contracts funded under this Contract, if any.

## 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.

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## 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

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____ Email Address: _____
# of Staff	
# of Locations	
Avg. Value of Stock on Hand (USD)	

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Government - owned (yes/no)	
Name(s) of Board of Directors	
Name(s) of Company Owner(s)	
Parent companies, if any	
Subsidiary or affiliate companies, if any	
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).	
How long will your price remain valid (The Longer the period the better)	
Do you have the specified diesel engine electric power generator (15Kva & 100kva)? Please specify the type and capacity.	
Do you give warranty to this product? If yes, how long? If no, why?	
Will you be able to source for security clearance from authorities to deliver this entire order to Bama,Gwoza & Ngala LGAs in Borno State?	

## Delivery Time/Completion Time

*NIG/MDG/TEN42\_Diesel engine electric power generators*

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How many days, from the time of contract signature will it take you to deliver the entire order to all three locations?	
---	--

## Financial Information

Bank Name and Address	
Name under which company is registered at bank	
Payment Terms. Payment will be done in wire transfer do you agree?.	
MC will make payment after the receiving of entire order, do you agree on the terms?	

## References

1. Client Name:	<u>Contact Name, Phone, Email Address:</u>
2. Client Name:	<u>Contact Name, Phone, Email Address:</u>
3. Client Name:	<u>Contact Name, Phone, Email Address:</u>

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## Supplier Self-Certification of Eligibility

Company certifies that:

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

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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: \_\_\_\_\_

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## MERCY CORPS USE ONLY

Following documents have been provided:

Documents	
Legal Business Registration	
Latest Tax Registration Certificate	
<i>Banking Information</i>	
<b>Tax identification number</b> (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\* \_\_\_\_\_

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## Attachment 2: Price Officer Sheet

#	Description of goods	Unit	QTY	Location of delivery	Cost Price (NGN)
1	Supply of diesel engine 100KVA Generator	Set	1	Maiduguri	
2	Cost of installation and commissioning of the 100kva generator (200A changeover, 5-10m 25mm armored cable and all other installations items inclusive)	LS	1	Maiduguri	
3	Supply of diesel engine 15KVA Generator	Set	1	Damboa	
4	Cost of Installation and commissioning of the 15kva generator (120amps changeover, 4mm armored cable (10m) complete with earthing materials and all other installation items inclusive)	LS	1	Damboa LGA	
5	Supply of diesel engine 15KVA Generator	Set	1	Ngala LGA	
6	Cost of Installation and commissioning of the 15kva generator (120amps changeover, 4mm armored cable (10m) complete with earthing materials and all other installation items inclusive)	LS	1	Ngala LGA	
<b>TOTAL COST (NGN)</b>					
Refer to section 5.2 for full description of Diesel engine generator set.					

Note that Mercy Corps will deduct 5% withholding tax in accordance with Nigeria Tax laws

End.