

1. Invitation to Tender

Tender Name: Car Hire Service	Tender No: NIG/BIU/TEN12
Location: Southern Borno, Nigeria	Correspondence Language(s): English Language
<p>Brief Summary Description of Project:</p> <p>Mercy Corps, an International Non-Governmental Humanitarian Organization is pleased to invite your Company to submit bids for Car Hire Services (fix Contracts) in Biu Local Government, Borno State, Northeast – Nigeria.</p> <p>Mercy Corps chooses to hold competitive process for the selection of companies/contractors who will implement our requirements. We believe that competitive bids are the only way to fairly select the best company for the job while ensuring good prices and preventing collaboration and corruption.</p> <p>Upon receipt of the tender documents, please read the instructions fully and prepare your proposal as described.</p>	

<p>Tender Package Available from: (1st November 2021)</p>	<p>Tender Package Pickup Location:</p> <p>Tender document can be downloaded through the following MC website: www.mcnigeria.com/tenders</p>
<p>Deadline for Offer Submission: (15th November, 2021) @ 5:30pm</p>	<p>Submit Offers to:</p> <ol style="list-style-type: none"> For Physical submissions: Full bidding document with attachments in sealed envelope to <i>Mercy Corps Office in Biu, Nigeria located at; Behind BOSADP Office, Tse-Tse, Adjacent PS House, Biu, Borno State, Nigeria</i> For electronic submissions: Email a full bid document with attachments to tenders@mercycorps.org <p>Note: Envelopes or emails should be marked:</p> <p>Tender No. NIG/BIU/TEN12 Tender Name: Car Hire Services for Southern Borno, Nigeria.</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: questions-biu@mercycorps.org
Or at *Mercy Corps Office in Biu, Nigeria located at; Behind BOSADP Office, Tse-Tse, Adjacent PS House, Biu, Borno State, Nigeria*

Last Day for Questions:
(9th November 2021)

Questions will be answered by:
(10th November 2021)

Questions will be answered through: questions-biu@mercy corps.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
	✓	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.

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

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

2.5 Acceptance of Successful Response

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

2.6 Certification Regarding Terrorism

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

3. Criteria & Submittals

3.1 Contract Terms

Mercy Corps intends to issue a **Fixed Price** contract to one or several 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 recognized bank account (Mercy Corps will make all payments through bank transfers)
- Business Location
- Must have a Tax Identification Number (TIN) with evidence of registration with FIRS attached
- (Note that Mercy Corps in Nigeria deduct 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
- Business Location (Biu, Hawul, Kwaya-Kusar and Shani LGAs)

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Price Offer
- Quote Validity Period
- Car Service Offer and rates/Other service
- Payment Terms
- Past Experience with notable organization (eg other INGOs)
- Number of fleets (attach copies of vehicle purchase documents)
- CVs of relevant employees, list of drivers and copies of their valid driving license.
- Valid Vehicle Registration Documents (Attach copies of registration documents)

Price Offer :

The Price offer is used to determine which offer represents the best value and serves as a basis for negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

3.4 Currency

Offers should be submitted in: **Naira (₦)**

Payments will be made in: **Naira (₦)**

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 proposal, 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?
Favorable payment Terms (Letter of undertaken stating that monthly payment will be acceptable)	
Prompt response and availability from time of request (a letter stating response time from Request should be submitted on the company’s letter head)	
Owens a business outlet/ Office in Southern Borno (Complimentary card/company profile showing verifiable business location should be submitted.	
Experience with notable organizations e.g., NGOs (Three reference letter from reputable clients)	
Profile pictures and driver’s license and company ID card of the drivers employed by the firm.	
Evidence of updated vehicle particulars including vehicle ownership	
Minimum of 1 year experience, Corporate Capabilities. Years in industry, work in certain geographic regions.	
Evidence of cooperate account details (Indicate on your letter head	

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.

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
- 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 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 and the details of the bid. The content of the cover letter shall include the following information:
 - A detailed specification of the offered services (bid)
 - 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 90 working days)

- A Price Offer detailing the unit price only using the **Price Offer Sheet** template
- Completed and signed Mercy Corps **Supplier Information Form**
- Other important documents offeror feels need to be attached to support their proposal

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 seek to engage vendor(s) for a period of one year contractual agreement for the provision of service as described in the list of items below as may be required when the needs arises, and in accordance with procedures, conditions and contract terms presented. **Purpose / Description:**

Due to the rapid increase in the needs of program teams in Nigeria, Mercy Corps through its funding from different donors have seen the need to engage firms to provide car hire services for Mercy Corps Nigeria. The service provider will service all our Vehicle hire needs as well as provide same services in all locations were Mercy Corp office is present as specified in this scope of work.

Supplier/Firm Deliverables:

The Firm will provide car hire services for Mercy Corps in the specified location. This means that the service provider must have types of vehicles listed below, be able to cover all locations listed and have vehicles available at all times when requested.

The service provider is obligated to

1. Establish a line of credit for Mercy Corps for car hire service.
2. Issue a monthly invoice within every month and the vehicle movement log properly filled detailing each service used and signed off by staff that was serviced to the authorized personnel.
3. Establish 24 hours service every day, Monday to Sunday.
4. Ensure that all seats in the vehicle have functional seatbelts including the back seat.
5. Ensure all the vehicle tools are in place including fire extinguisher.
6. Not to charge more than the amount for service as at agreed by both parties.
7. Ensure that the vehicles air conditioners are functioning effectively.
8. Ensure that the vehicles are in good condition always.
9. **USE OF VEHICLE**
 - a. The **SERVICE PROVIDER** agrees that **MERCY CORPS** may use the leased vehicle(s) for the purposes of transporting goods and passengers. Hours of service will be Monday through Friday, with occasional work on weekends as required. Typical hours will be 8 AM through 9 PM; however these hours are subject to change as dictated by Mercy Corps staff and office hours. No overtime will be paid. For safety reasons,

- drivers shall be limited to 10 hours of driving time (time spent parked or not driving but on duty does not factor in this calculation) per day.
- b. RENT: This rental payment will be made monthly and will be due five days after the 1st day of the month following a month of service, and Proper documentation (timesheet, vehicle log, and invoice) as required by Mercy Corps must be submitted before rent fees will be paid to SERVICE PROVIDER.
 - c. FUEL CHARGES: The SERVICE PROVIDER shall pay all charges related to fuel and toll fare used during the period of the Vehicle Rental Contract.
 - d. REPAIRS: The SERVICE PROVIDER shall keep the vehicle in good repair, including major repairs. The SERVICE PROVIDER is responsible for all maintenance and upkeep costs. Rental payment will not be paid for the time in which the vehicle is undergoing mechanical repair or maintenance, or during times when the vehicle is unavailable for use by Mercy Corps due to circumstances beyond Mercy Corps' control. All rented vehicles will be subject to inspection by Mercy Corps. Any vehicle found to be in poor condition at the time of delivery will not be rented by Mercy Corps and no payments will be made as a result. The SERVICE PROVIDER must give Mercy Corps two (2) days when the vehicle is due for service, repair, or maintenance. Mercy Corps will not be responsible for any damage, labor, service, or parts that result from overdue servicing or improper maintenance.
 - e. TAXES: The SERVICE PROVIDER shall be responsible to pay all vehicle registration and other related taxes or duties assessed on the vehicle. The SERVICE PROVIDER shall assume responsibility for all legal questions, obligations, and requirements related to this Vehicle Rental Contract including registration costs, titles, and all other expenses related to vehicle ownership.
 - f. THIRD PARTY CLAIMS: MERCY CORPS shall not be liable for any claims or compensation arising out of or in connection with any personal injury, death, damage, debt, or other loss resulting from use of the vehicle, unless it is determined that such injury or loss is the direct consequence of the Mercy Corps' negligence and during such time that Mercy Corps is driving the vehicle. Mercy Corps will not be liable to indemnify any third party in respect for any claim, debt, damage, or demand arising out of this contract. Mercy Corps will not accept liability for the compensation for death, disability, or other hazards which may be suffered by the driver provided through this contract.
 - g. DRIVER: The SERVICE PROVIDER will provide a driver with the vehicle, and the SERVICE PROVIDER is responsible for the driver's food, salary, and lodging. Delays in the availability of the vehicle that result from late attendance, unprofessional behavior, or improper/unsafe driving by this driver will be deducted from the rental payment for that period. Mercy Corps retains the right to refuse to use drivers for late attendance, unprofessional behavior or improper/unsafe driving or other justification. The driver must have a valid driver's license for the country of operation. The driver is responsible for ensuring all seats in the vehicle have functional seatbelts (including the back-seats), and that they are used by all passengers AT ALL TIMES during vehicle motion. Violation of this term is grounds for immediate termination of this contract at MERCY CORPS' discretion.
 - h. INSURANCE: The SERVICE PROVIDER shall be responsible for insurance costs for the vehicle against loss or damage due to accident, theft, vandalism or other risks normally insured against in a sum equivalent to the full insurable value of the vehicle. In the event of a loss covered by the insurance policy terms, the SERVICE PROVIDER shall apply all sums received for those purposes to be used to restore the damaged vehicle to a habitable state. If the vehicle becomes unsuitable for the purposes rented, the rent payment shall be suspended or, if MERCY CORPS chooses to continue its use, adjusted to reflect proportional time not used due to repairs. Pre-paid rent, if any, will be reimbursed in proportion to the diminished use
 - i. Cost of loading, offloading and handling: the service provider will cover these costs, it is expected that this is captured in the unit price for hiring any of the categories of vehicle mentioned

5.2 Services Specifications/ Description.

Within Biu Local Government Area (Daily)

S/N	Vehicle Description
1	Saloon Car
2	5-Seater Bus
3	4X4 SUV Car
4	10-Seater Bus

Biu to Kwaya-Kusar Local Government Area – To and Fro (Return)

S/N	Vehicle Description
1	Saloon Car
2	5-Seater Bus
3	4X4 SUV Car
4	10-Seater Bus

Biu to Hawul Local Government Area – To and Fro (Return)

S/N	Vehicle Description
1	Saloon Car
2	5-Seater Bus
3	4X4 SUV Car
4	10-Seater Bus

Biu to Shani Local Government Area – To and Fro (Return)

S/N	Vehicle Description
1	Saloon Car
2	5-Seater Bus
3	4X4 SUV Car
4	10-Seater Bus

Biu to Gombe – Drop Off / Pick Up (One Way)

S/N	Vehicle Description
1	Saloon Car
2	5-Seater Bus
3	4X4 SUV Car
4	10-Seater Bus

Biu to Yola – Drop Off / Pick Up (One Way Via Gombe)

S/N	Vehicle Description
1	Saloon Car
2	4X4 SUV Car
3	10-Seater Bus

Biu to Damaturu – Drop Off / Pick Up (One Way Via Gombe)

S/N	Vehicle Description
1	Saloon Car
2	4X4 SUV Car

Biu to Bauchi – Drop Off / Pick Up (One Way Via Gombe)

S/N	Vehicle Description
1	Saloon Car
2	4X\$ SUV Car

6. Sample Master Service Agreement

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

MASTER SERVICE AGREEMENT

Contract No. _____

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

1. Master Agreement; Specific Services. From time to time, Mercy Corps may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a task order (“**Task Order**” or “**TO**”) which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify Mercy Corps within the Task Order Offer Period time specified in Schedule I if it accepts a Task Order, rejects a Task Order or requires changes to a Task Order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the Task Order Offer Period has expired.

2. Additional Terms and Defined Terms. Additional Terms are specified in Schedule I hereto (the “**Additional Terms**”). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Task Order Offer Period, Authorized Representative, Key Personnel, Payment Terms, Services, TO and Scope of Work (SOW). “**Agreement**” means this Master Services Agreement and Schedule I, in each case as amended, modified or supplemented from time to time. Other terms may be defined throughout this Agreement as specified.

3. Delivery of Services.

- a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions set forth in this Agreement and each TO.
- 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 the Additional Terms is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to the Additional Terms specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

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

5. Non-Exclusivity. This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a minimum purchase of services, Mercy Corps is not obligated to issue any Task Order to Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a TO(s) for the minimum purchase amount.

6. Invoicing and Payment.

- a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Additional Terms. Each invoice will include (i) the Contract Number and TO number; (ii) Contractor’s name and address; (iii) a description of the Services performed, (iv) the

dates such Services were performed, (v), if applicable per the Additional Terms, an itemization of the specified increments of time worked, (vi), if applicable per the Additional Terms, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps' Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Additional Terms, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services

- b. Except as otherwise provided in the Additional Terms, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
- c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

7. Taxes, Duties and Expenses.

- a. Except as otherwise provided in the Additional Terms, Contractor is responsible for all expenses incurred by it in performing under this Agreement and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
- b. In the event the Additional Terms do allow for reimbursement of Contractor expenses, such expenses must be listed as acceptable expenses in the Additional Terms or the Task Order and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.

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

- a. Contractor has full rights and authority to enter into and perform its obligations under this Agreement. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.
- b. Contractor has the requisite skills to perform the Services in accordance with this Agreement.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by Contractor of its obligations under this Agreement will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
- 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 Agreement.
- g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any TO. Contractor did not seek or obtain confidential information related to the award of this Agreement or any TO from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any TO, to set prices being offered or in any other way to interfere with free and open competition.
- 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.

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

10. Work Product and Intellectual Property Rights.

- 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 TO, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
- 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 10.

- 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 Agreement.
- 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*".

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

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

13. Termination and Remedies.

- a. Provided no TO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 days prior written notice to the other party.
- b. Any TO may be terminated under the following circumstances:
 - by both Parties on mutual written agreement of the Parties;
 - by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
 - by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under the Additional Terms;
 - by either Party due to the non-terminating Party's breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;
 - be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Agreement; or
 - by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

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

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

14. 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.

15. Access to Books and Records. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final TO issued by Mercy Corps under this MSA.

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

17. Miscellaneous.

- a. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of law's provisions thereof.
- b. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Agreement.
- 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 the Additional Terms. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Contractor under this Agreement.
- e. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
- f. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

- g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
- h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive the termination, cancellation or expiration of this Agreement.
- i. In the event that there is a conflict in terms between this Master Services Agreement and any TO, the terms in the Master Services Agreement shall prevail unless the

Changed terms in the TO specifically state the section of the Master Services Agreement or Additional Terms that the TO is changing, in which case the new terms in the TO shall prevail only as to that TO.

SCHEDULE I

ADDITIONAL TERMS

- 1. Term:** This Agreement shall have an effective date of _____ and, unless earlier terminated in accordance with Section 13, an expiration date of _____.
- 2. Offer Period: One (1) year with possible of one year extension (“Task Order Offer Period”).**
- 3. Services:** In accordance with the terms of the Agreement, Contractor agrees to perform the following services in the following manner.
 - a. **Background:** Hire Care includes Hiring of SUVs Vehicles, 6 seater Bus, Saloon Cars for a one (1) year period
 - b. **Scope of Work:** The service provider agreed to provide the following service at the rate as follows

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NO	Description	Price per Unit (in NGN)
1.	WITHIN BIU LGA (DAILY RATE)	
	Saloon Car	
	5-Seater Bus	
	4X4 SUV Car	
	10-Seater Bus	
2.	BIU – KWAYA-KUSAR LGA	
	Saloon Car	
	5 Seater Bus	
	4X4 SUV Car	
	10-Seater Bus	
3.	BIU – HAWUL LGA	
	Saloon Car	
	5 - Seater Bus	
	4X4 SUV Car	
	10-Seater Bus	
4.	BIU – SHANI LGA	
	Saloon Car	
	4X4 SUV Car	
	5-Seater Bus	
	10-Seater Bus	
5.	BIU - GOMBE	
	Saloon Car	
	10-Seater Bus	
	4X4 SUV Car	
6.	BIU – YOLA (Via Gombe) Pick up/Drop off	
	Saloon Car	
	10-Seater Bus	
	4X4 SUV Car	
7.	BIU – DAMATURU (Via Gombe) Pick up/Drop off	
	Saloon Car	
	4X4 SUV Car	
8.	BIU – BAUCHI Pick up/Drop off	
	Saloon Car	
	4X4 SUV Car	

Note that Marcy Corps will deduce withholding tax (**10%WHT**) in any service other than what is in line with the requirement by the government of Nigeria on any service charge included in the invoice in the addition to the above mentioned price. The term “**Services**” means all services, including delivery of all deliverables, described in all Task Orders.

4. Pricing: *fixed price per deliverable type.*

5. Invoicing & Payment Terms: Upon acceptance of each Task Order or deliverable Within **10 days** at the end of each month Contractor will submit an Invoice in accordance with pricing as specified in the Agreement. Mercy Corps will make payment to the service provider for all sums not in dispute within 30 days of receipt of the Contractor's invoice(s)

Mercy Corps will make payment within 10 working days of receipt of invoice, with payment, made via Bank Transfer through the following bank details below.

Account Name	
Account Number	
Bank Name	
Bank Address	
Sort Code	
Tin Number	

6. Key Personnel:

7. Authorized Representatives and Contract Information:

<p>Mercy Corps: <i>only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Task Order or an amendment to a Task Order</i></p>
<p><i>Only the following Mercy Corps employees are authorized to receive invoices, accept or reject service or sign SCRs.</i></p>
<p>Service Providers: <i>Service Provider's authorized representative for all purposes is:</i></p>

8. Termination for Convenience Notice Period: This contract may be terminated by either party with 30 days prior written notice. Any direct costs or expenses incurred by the service provider prior to termination will be paid by Mercy Corps, subject to the terms of this contract.

9. Donor Terms: The Donor Terms set forth in Schedule II to the Agreement are hereby incorporated in the Agreement by reference.

Tender Package — Request for Bid (RFB)



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

MERCY CORPS

SUPPLIER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FINANCIAL REVIEW

By: _____

Name: _____

Title: _____

Exhibit A

TASK ORDER FORM - FIXED PRICE

Task Order No. TO 0000X

1. The Contractor: _____
2. Master Service Agreement No. MSA XXX/Car Hire/XXX/XXX
3. **Statement of Work (the “SOW”):** In accordance with the terms of the above-referenced Master Services Agreement, the Contractor agrees to perform the following services in the following manner:
 - i. Task Order Scope of Work: **The Contractor will provide a Car Hire Service to different locations that can conveniently accommodate XXXX**
 - ii. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 4 below:
 - Vehicle capable of accommodating XXX person’s **dd-dd. mm, yy.**

S/No	date/days	Location
1	XX/XX	XX

4. Performance Period: This Task Order shall have an effective date of dd/mm/yy and, unless earlier terminated in accordance with Section 13 of the Agreement, an expiration date of dd/mm/yy.

Rate	Unit	Maximum Quantity	Maximum Amount	Plus Taxes Amount	Currency
X	X	X	X	X	X

5. Price: This is fixed price Task Order. Mercy Corps agrees to pay the Contractor a total sum of (total amount payable) for service rendered under this Task Order. **Payment will be made upon submission of signed invoice, acknowledged by the Operation Officer at the end of the service provided. Payment will be subject to 5%WHT.**

Tender Package — Request for Bid (RFB)



IN WITNESS WHEREOF, this Task Order has been duly executed by the parties' Authorized Representatives as of the date written below.

MERCY CORPS

Name:

Title:

Signature:

THE CONTRACTOR

Name:

Title:

Signature:

FINANCE REVIEW

Name:

Title:

Signature:

For Mercy Corps internal purpose only				
PR Number	Fund Code	GL Account	LIN Code	Office Code
xxx	xxx	xxx	xxx	Xxx

SCHEDULE II

Donor Clauses Attached

Annex 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.

Annex B: Other Contract Provisions Required by Law or European Union

MERCY CORPS Ltd/Gte has received funding from the European Union. MERCY CORPS Ltd/Gte, 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

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.

- (a) The Vendor will allow MERCY CORPS Ltd/Gte 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 Ltd/Gte has reporting obligations to the European Union. Accordingly, the Vendor consents to MERCY CORPS Ltd/Gte sharing information about the Vendor or the Services with the European Union as required.

Anti-corruption

The Parties recognize that MERCY CORPS Ltd/Gte 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 Ltd/Gte 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 Ltd/Gte any bribery issues which the Vendor becomes aware of during this Contract; and, at the reasonable request of MERCY CORPS Ltd/Gte, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

MERCY CORPS Ltd/Gte 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 Ltd/Gte 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.

Annex 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.

Annex C

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).

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 template

Contractor Information

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

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

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Subsidiary or affiliate companies if any	
------------------------------------------	--

Financial Information

Bank Name, account number and bank address	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No
Specify Standard Payment Terms: Do you agree to payment after service delivery?	


Product/Service Information

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

References

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

Attachment 2 -Price Offer Sheet template

PRICE OFFER SHEET						
LOCATION	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
BIU LGA	Saloon Car	1	Day			
	4X4 SUV Car	1	Day			
	5-Seater Bus	1	Day			
	10-Seater Bus	1	Day			
BIU – KWAYAKUSAR	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
	5-Seater Bus	1	Trip			
	10-Seater Bus	1	Trip			
BIU – HAWUL	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
	5-Seater Bus	1	Trip			
	10-Seater Bus	1	Trip			
BIU – SHANI	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
	5-Seater Bus	1	Trip			
	10-Seater Bus	1	Trip			
BIU – GOMBE	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
	10-Seater Bus	1	Trip			
BIU – YOLA (Via Gombe)	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
	10-Seater Bus	1	Trip			
BIU – DAMATURU (Via Gombe)	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
BIU – BAUCHI	Saloon Car	1	Trip			
	4X4 SUV Car	1	Trip			
					Total Before Tax	
					VAT (If Applicable)	
					Total	
Company Name:						
Name of Representative:						
Title:						
Signature:						
Date						