

Tender Package — Request for Bid (RFB)



1. Invitation to Tender

Tender Name: Procurement of Rural Resilience Savings Groups Kits in Yola, Yobe, Biu and Gombe State	Tender No: NIG_YOL_TEN20
Location: Yola, Yobe, Biu and Gombe, Nigeria	Correspondence Language(s): English
Brief Summary Description of Project: The Rural Resilience Activity is working on strengthening business management and financial sustainability for youth and women groups in NE Nigeria. The Arewa Young Women Graduate Initiative in North East Nigeria is a collective of young women graduates with members strength of 300 across 6 states; committed to pool resources for economic growth and self -reliance. In a strategy planning session with the Rural Resilience Activity, the group identified capacity needs on group dynamics and leadership, conflict management and business enterprise development. For self-reliance and economic empowerment, the group have identified Small Ruminants value chain as a business most members are interested to venture into which will enhance collective bargaining power, business management and financial stability. The Arewa Young Women Graduates group will be used as a model group for small ruminants production, marketing and veterinary support services where the Activity facilitate mentorship and coaching to position them as a foremost producer women group in North East Nigeria.	

Tender Package Available from: (15th / December / 2021)	Tender Package Pickup Location: Tenders are available to download from: https://www.mcnigeria.com/tenders
Deadline for Offer Submission: (10th / January / 2022; 5:00pm)	Submit Offers to: Proposal Subject: “NIG/YOL/TEN20: Procurement of Rural Resilience Savings Groups Kits in Yola, Yobe, Biu and Gombe State at Mercy Corps Office, No 10A, Suntai Road, Karewa extension, Jimeta Yola, Adamawa state. For e-submissions email offer to: tenders@mercy Corps.org

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

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Questions and Answers (Q&A)	
If any, Submit Questions in writing to: qa-ng-tenders@mercycorps.org	
Last Day for Questions: (4 th / January / 2021; 12:00 noon)	Questions will be answered by: (5 th / January / 2021; 12:00 noon)
Questions will be answered through: qa-ng-tenders@mercycorps.org	

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

2. General Conditions for Tender

Mercy Corps invites 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.

- *Any form of exploitation, abuse, human trafficking or internal sexual misconduct*

Mercy Corps requires its partners to adhere to its Safeguarding policies including the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. Mercy Corps will not engage with a company that is found to be in violation of these policies.

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

<http://mercycorps.org/integrityhotline>

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. 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:

- A copy of business registration document (CAC)
- A copy of tax certificate or Tax Clearance
- A copy of signed and stamped offer sheet

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:

1. Reference letter or past contract with notable organisation
2. Letter stating acceptance of Mercy Corps Payment terms of 100% after delivery
3. Financial capacity/banking support to execute the contract if successfully selected
4. Letter showing delivery time
5. Letter of warranty of the items to be supply

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Evidence of relevant supply successfully executed similar works (letter of award, contract documents, Purchase Orders, certificate of completion etc.)
- Letter stating the delivery time to deliver all items to Yola, Gombe, Biu and Yobe
- Evidence of financial capacity/banking support to execute the contract if successfully selected
- Letter stating the warranty of the items to be supplied

- Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.

Price Offer:

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

Offerors must not include VAT and customs duties (if applicable) in their offer.

3.4 Currency

Offers should be submitted in: NGN

Payments will be made in: NGN

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?
Evidence of relevant supply successfully executed similar works (letter of award, contract documents, Purchase Orders, certificate of completion etc..)	

Letter stating the delivery time to deliver all items to Yola, Gombe, Biu and Yobe	
Evidence of financial capacity/banking support to execute the contract if successfully selected	
Letter stating the warranty of the items to be supplied	
Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.	

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
- Site Visit if agreed by voting member
- RPS on Demand

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:

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- 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 goods, services and/or works
 - 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

The Rural Resilience Activity is working on strengthening business management and financial sustainability for youth and women groups in NE Nigeria. The Arewa Young Women Graduate Initiative in North East Nigeria is a collective of young women graduates with members strength of 300 across 6 states; committed to pool resources for economic growth and self -reliance. In a strategy planning session with the Rural Resilience Activity, the group identified capacity needs on group dynamics and leadership, conflict management and business enterprise development. For self-reliance and economic empowerment, the group have identified Small Ruminants value chain as a business most members are interested to venture into which will enhance collective bargaining power, business management and financial stability. The Arewa Young Women Graduates group will be used as a model group for small ruminants production, marketing and veterinary support services where the Activity facilitate mentorship and coaching to position them as a foremost producer women group in North East Nigeria.

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5.2 Technical specifications

S/n	Item	Quantity	Tech specification
1.	VSLA Savings boxes made with	3,000	Mercy Corps Branded 16-gauge metal (2.5mm) plate with 3 sets of 3 inches flat bar locks and 1 flat bar handle, with dimensions (Length - 14 inches, Breadth - 10 inches and Height - 7 inches)
2.	Padlocks -	9,000	50mm (strong metal padlocks with at least three keys)
3.	Passbooks per group	3,000	A5 size with 20 pages
4.	Stamp	3,000	Arrow 1cm long, H 7cm (one per group with an arrow mark inscription)
5.	Stamp Pad -	3,000	E1460 Violet (one per group)
6.	Bottle Ink -	3,000	50 cc (one per group)
7.	Exercise Book (80 Leaves)	8,000	Hard Cover
8.	Plastic Bowls -	3,000	15cm X 7cm
9.	Ruler	3,000	transparent 30cm plastic ruler, one
10.	Non-Scientific Calculator	3,000	100B 12 Digit Screen
11.	Writing Pen	6,000	(3000 Red pens and 3000 Blue color)
12.	Drawing String Bags	3,000	Made of silk material (Blue, Green & Peach) - 15cm W X 32cm
13.	Branded exercise Book (60 Leaves)	3000	Mercy Corps Branded

6. Sample Contract

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

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PURCHASE ORDER

PO №			Date:		
			PR №		
MC Authorized Representative(s):		Supplier Authorized Representative(s):			
Address:		Supplier:			
Contact person(s):		Address:			
Phone/Fax:		Phone:			
E-mail:		Contact Name:			
DELIVERY LOCATION:		PACKING REQUIREMENTS:			
P.O. Prepared by :		CURRENCY:			
TRANSPORTATION & UNLOADING TERMS:		PAYMENT TERMS:			
DELIVERY DATE:					
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
SUB-TOTAL					0.00
TAXES					included
SHIPPING					Included
INSURANCE					Included
TOTAL ORDER				0	0.00
Approved on behalf of Mercy Corps:			Approved on behalf of Vendor:		
Name & Title			Name & Title:		
Signature:			Signature:		
Date:			Date:		
Financial Review			Understood and agreed with Conditions of Purchase		
<i>This Purchase Order (Schedule 1) is inclusive of the Terms and Conditions attached, which are a binding part of this agreement.</i>					

Purchase Request Linked Form 05 June 2018 FP3

SCHEDULE I

DONOR TERMS

Other Contract Provisions Required by Law or MC's Donor

A: 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

B. 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

C: Other USAID Contract Provisions Required by Law

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

1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource>

[center/sanctions/SDNList/Pages/default.aspx](http://www.treasury.gov/resource/center/sanctions/SDNList/Pages/default.aspx)) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of this Contract;

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- (iii) Use forced labor in the performance of the Contract; or
- (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging employees recruitment fees; or
 - e. Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.

- 6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
- 7. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

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

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

D: 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



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)	
Government - owned (yes/no)	

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Name(s) of Board of Directors	
Name(s) of Company Owner(s)	
Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

Bank Name and Address	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No
Specify Standard Payment Terms (Net15, 30, etc.)	

Product/Service Information

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

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

Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government’s sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It is has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
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, internal sexual misconduct, abuse or exploitation of children, 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 harassment (including sexual harassment), exploitation, abuse, bullying and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct..
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

Tender Package — Request for Bid (RFB)



If the Company cannot certify to any of the above it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

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

Company Name: _____

Name of Representative: _____

Title: _____

Signature: _____

Date: _____

Tender Package — Request for Bid (RFB)



FOR MERCY CORPS USE ONLY

Following documents have been provided

Documents	
A copy of business registration document (CAC)	
A copy of tax certificate and/or Tax Clearance	
A copy of signed and stamped offer sheet	
Provide Organizational Profile, showing relevant experience in construction since inception of business operations.	
Verifiable evidence of relevant projects successfully executed which include letter of award, copy of contract for similar works delivered (letter of award, contract documents, Purchase Orders, certificate of completion etc..) not more than 5 years	
Completion time of the project with detailed work plan.	
Financial capacity to carry out the contract if successfully selected	
Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.	
Verifiable evidence of experience and relevant qualification of key personnel	

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

Name _____

Title _____

Signature _____

Date* _____

*Supplier to be re-authorized one year from this date.

Tender Package — Request for Bid (RFB)






Price Offer Sheet				
Item Description	Quantity	Unit of Measure	Unit Price	Total Price
VSLA Savings boxes	3000	Pcs		
As Per Attached Technical Specification				
Total before tax:				
VAT (if applicable)				
Total:				
Company Name:				
Name of Representative:				
Title:				
Signature:				
Date:				
Tender #: NIG/YOL/TEN20				

Tender Package — Request for Bid (RFB)



S/N	ITEM	QTY	TECH SPECIFICATION	UNIT PRICE	TOTAL PRICE
1	VSLA Savings boxes made with	3,000	Mercy Corps Branded 16-gauge metal (2.5mm) plate with 3 sets of 3 inches flat bar locks and 1 flat bar handle, with dimensions (Length - 14 inches, Breadth - 10 inches and Height - 7 inches)		
2	Padlocks -	9000	50mm (strong metal padlocks with at least three keys)		
3	Passbooks per group	3,000	A5 size with 20 pages		
4	Stamp	3000	Arrow 1cm long, H 7cm (one per group with an arrow mark inscription)		
5	Stamp Pad -	3000	E1460 Violet (one per group)		
6	Bottle Ink	3000	50 cc (one per group)		
7	Exercise Book (80 Leaves)	8000	Hard Cover		
8	Plastic Bowls	3000	15cm X 7cm		
9	Ruler	3000	transparent 30cm plastic ruler, one		
10	Non-Scientific Calculator	3000	100B 12 Digit Screen		
11	Writing Pen	6000	(3000 Red pens and 3000 Blue color)		
12	Drawing String Bags	3000	Made of silk material (Blue, Green & Peach) - 15cm W X 32cm		
13	Branded exercise Book (60 Leaves	3000	Mercy Corps Branded		

Tender Package — Request for Bid (RFB)

S/N	Items	Technical Specifications Picture Samples	
1	VSLA Savings boxes		
2	Padlock		
3	Passbooks		

Tender Package — Request for Bid (RFB)

4	Stamp	
5	Stamp-pad	
6	Bottle Ink	

Tender Package — Request for Bid (RFB)

7	Handcover Exercise Book	
8	Plastic Bowls	
9	Rulers	
10	Non Scientific Calculator	

Tender Package — Request for Bid (RFB)



11	Writing Pen	
12	Drawing String Bags	
13	Branded Exercise Books	