# Tender Package — Request for Proposal (RFP)

## 1. Invitation to Tender

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| **Tender Name:** Purchase of Reinforced Plastic Tarpaulin | **Tender No: NIG/MDG/TEN71** |
| **Location: Maiduguri, Nigeria** | **Correspondence Language(s):** English |

Brief Summary Description of Project:

Mercy Corps is a global organization powered by the belief that a better world is possible. Mercy Corps started its operations in 1979 in Portland, USA and has since expanded to 43 countries worldwide. The organization exists to alleviate suffering, poverty and oppression by helping people secure productive and just communities. Our work focuses on areas of emergency relief, sustainable economic development, gender and education, WASH, Peace building and rural resilience.

Mercy Corps has been in Nigeria since 2012 and has grown into a multi-sectoral country office. Mercy corps Nigeria is operating in 13 states currently and offices spread across the country and 5 of which are deep field offices, the country office is in FCT - Abuja. Mercy corps Nigeria is operational in the following states: Adamawa, Benue, Borno, Ebonyi, FCT- Abuja, Gombe, Kaduna, Kebbi, Katsina, Kano, Lagos, Niger, Plateau and Yobe. Mercy Corps Nigeria is expanding through the E-WASH into Imo, Abia and Delta states. Northeast covers the 6 states of: Borno, Adamawa, Gombe, Yobe, Taraba, Bauchi states with more than 400 staff across offices where more than 980,000 beneficiaries are served.

Mercy Corps is soliciting for quotations from potential bidders for Reinforced Plastic Tarpaulin UNHCR/UNICEF Standard to be delivered to Mercy Corps Office in Maiduguri, Borno State, the Northeast Nigeria. Mercy Corps invites sealed bids from legally registered companies.

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| **Tender Package Available from:**<br><br>**(16th / June / 2023)** | **Tender Package Pickup Location:**<br><br>**Tenders are available to download from:**<br>**https://www.mcnigeria.com/tenders/** |
| **Deadline for Offer Submission:**<br><br>**(26th June / 2023; 5:30pm WAT)** | **Submit Offers to:**<br>**Email Submission:**<br>Email Subject: **““NIG_MDG_TEN71_Purchase of Reinforced Plastic Tarpaulin”**<br>Send the offer to: ng-tenders@mercycorps.org<br><br>**Note:** Email should be marked - “*NIG/MDG/TEN71: Purchase of Reinforced Plastic Tarpaulin”* |

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

**Questions and Answers (Q&A)**

| | |
|---|---|
| If any, Submit Questions in writing to: qa-ng-tenders@mercycorps.org | |
| Last Day for Questions:<br><br>(21st / June / 2023; 12:00 WAT) | Questions will be answered by:<br>(22nd / June / 2023; 3:00WAT) |
| Questions will be answered and uploaded through: https://www.mcnigeria.com/tenders/ | |

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

# 2. General Conditions for Tender

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

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

**Mercy Corps strictly prohibits**:

- *Any form of bribe or kickback in relation to its activities*
  This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.

- *Conflicts of interests in the awarding or management of contracts*
  If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.

- *The sharing or obtaining of confidential information*
  Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.

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

Violations of these prohibitions, along with all evidence of such violations, should be reported to:
**integrityhotline@mercycorps.org**

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

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

**2.2 Tender Basis:**

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [30 days] from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases, Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or

its designated representative.

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

### 2.3 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:

- Proof of company registration
- A copy of company profile
- Must attach financial proposal / signed & stamped price offer sheet. Note that:
  (i) Currency of bid must be in either **Nigeria Naira** or **USD**

### 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. Proof of supplying similar items in the past. The response must include contact information, contract value, and geographic locations
2. Company profile including source of bidders products or where they are manufactured and locations for warehouses if applicable.
3. Detailed product specifications brochure/catalogue (see attachment for detailed specifications)
4. Products Warranty of a Minimum of 12 Months to be indicated on the company's Letter
5. Letter indicating delivery Timeline for the product: Time from date of receipt of Purchase order to date of dispatch to be within 10 to 20 calendar days to dispatch the items
6. Letter agreeing to MC Terms of payment: Payment is made after delivery inspection and acceptance
7. Price offer
8. INCOTERM: DDP – Delivered Duty Paid
   The seller delivers the tarpaulin at to Mercy Corps office in Maiduguri, The seller bears all the costs and risks involved in bringing the goods to the place of destination. They must clear the products not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

**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. As a Cost Reimbursement plus

Fixed Fee contract, the price of contract to be awarded will be on the basis of estimated costs at cost and specified fee paid; the contract to be awarded will have a ceiling amount not to be exceed without prior written approval. As a Time and Materials contract, the price of contract to be awarded will be on the basis of estimated direct labor hours/days at specified fixed hourly/daily rates and materials at cost; the contract to be awarded will have a ceiling amount not to be exceeded without prior written approval. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must not include VAT and customs duties in their offer; However, Mercy corps charges withholding Tax in line with government regulation in Nigeria.

### 3.4 Currency

Offers should be submitted in: **Nigeria Naira (NGN) or USD**
Payments will be made in: **Currency of quote through wire transfer**

### 3.5 Tender Evaluation (LPTA Selection Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

### 3.5.1 Scoring Evaluation

***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? |
|---|---|
| **Response to technical specifications**: The vendor must meet or exceed the minimum specifications provided. Detailed product specifications brochure/catalogue (see attachment for detailed specifications) | |
| **Delivery Timeline**: Time from date of receipt of Purchase order to date of dispatch to be within 10 to 20 calendar days to dispatch the items. | |
| Company profile including source of bidders products or where they are manufactured and locations for warehouses if applicable | |

| | |
|---|---|
| **Corporate Capabilities**: Must have been in operation for over five years dealing in similar products and experience supplying globally | |
| **Previous Experience:** Proof of supplying similar items in the past. The response must include contact information, contract value, and geographic locations. | |
| Letter agreeing to MC Terms of payment: Payment is made after delivery inspection and acceptance | |
| Price Offer - standard market price, competitive | |
| Products Warranty of a Minimum of 12 Months (to be indicated on the company's Letter) | |
| **INCOTERM:** DDP – Delivered Duty Paid<br>N.B - The seller delivers the tarpaulin to Mercy Corps office in Maiduguri, The seller bears all the costs and risks involved in bringing the goods to the place of destination. They must clear the products not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities. | |

### 3.5.2 Additional Due Diligence

Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks

# 4. Offer Form

**Offerors must submit their own independent offer including at least (but not limited to):**
- All documents requested in the "Eligibility Criteria" section of this Tender Package
- All documents requested in the "Tender Submittals" section of this Tender Package
- All information listed in the "Documents Comprising the Proposal" section below

**All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.**

***Documents Comprising the Proposal***

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

- ❑ **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
  - ❑ A detailed specification of the offered goods, services and/or works (Proposal)

- ❑ Warranty (if necessary and appropriate)
- ❑ Delivery time
- ❑ Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days
- ❑ A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
- ❑ Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)

❑ Other important documents offeror feels need to be attached to support their proposal

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

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

# 5. Scope of Work/Technical Specifications.

### Background

Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we collaborate to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future. Mercy Corps started operating in Nigeria in 2012, and its programs have grown to tackle the delivery of humanitarian emergency assistance, the empowerment of adolescent girls, economic development and conflict mitigation. With multiple funding streams from large institutional donors and foundations, Mercy Corps' programs in Nigeria continue to scale up and serve communities by transitioning them from humanitarian aid to early recovery programs thereby helping to build long term resilience of communities.

## Technical Specifications

All materials are UV proof. Waterproof, rotproof and fire retardant; UNHCR/UNICEF standard.

Reinforced Plastic Tarpaulin 4m x 6m sheet developed by international research project and designed for long outdoor use in all climates made of woven high density black polythene (HDPE) fibers warp x weft, laminated on both sides with low density polyethylene (LDPE) coating

## 1. Sample Contract

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



MERCY CORPS

**PURCHASE ORDER**

| | | | |
|---|---|---|---|
| PO № | | Date: | |
| | | PR № | |

| MC Authorized Representative(s): | Supplier Authorized Representative(s): |
|---|---|
| MERCY CORPS 'country name'<br>Address:<br>Contact person(s):<br>Phone/Fax:<br>E-mail: | Supplier:<br>Address:<br>Phone:<br>Contact Name: |

| DELIVERY LOCATION: | PACKING REQUIREMENTS: |
|---|---|
| Madagari | |

| | | |
|---|---|---|
| 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 |
| 11 | | | | | 0.00 |
| 12 | | | | | 0.00 |
| 13 | | | | | 0.00 |
| 14 | | | | | 0.00 |
| 15 | | | | | 0.00 |
| 16 | | | | | 0.00 |
| 17 | | | | | 0.00 |
| 18 | | | | | 0.00 |
| 19 | | | | | 0.00 |
| 20 | | | | | 0.00 |
| | | | | SUB-TOTAL | 0.00 |
| | | | | TAXES | included |
| | | | | SHIPPING | included |
| | | | | INSURANCE | included |
| | | | | TOTAL ORDER | 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 |

*This Purchase Order (Schedule 1) is inclusive of the Terms and Conditions attached, which are a binding part of this agreement.*

## SCHEDULE II

## DONOR TERMS

### 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 of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of 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.

**OTHER CONTRACT PROVISIONS REQUIRED BY LAW OR THE 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

(a) 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.

(b) 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.

**DFID CONTRACT CLAUSES**

**Liability/Indemnity**

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

**Right of Access/ Audit**

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

**Anti-Corruption and Anti-Bribery**

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

**Cancelation of the contract**

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

**Confidentiality**

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

**Conflict of interest**

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

**Intellectual Property Rights**

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

**USAID CONTRACT CLAUSES**

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

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

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

2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.

3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

(i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

(ii) Procure a commercial sex act during the period of this Contract;

(iii) Use forced labor in the performance of the Contract; or

(iv) Commit acts that directly support or advance trafficking in persons, including the following acts:

a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or

- the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d. Charging employees recruitment fees; or

e. Providing or arranging housing that fails to meet the host country housing and safety standards.

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

6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

7. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:
U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 200044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: https://oig.usaid.gov/content/usaid-contractor-reporting-form

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

**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.

Anti-Corruption and Anti-Bribery

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

**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, incompliance 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.

**********

# 6. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form.**

**This document must be submitted with your bid**

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

***Please complete all fields.***

**Supplier Information**

| | |
|---|---|
| Company Name | |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) | |
| Previous names of the company | |
| Address | |
| Website | |
| Phone/Fax Numbers | Phone: Fax: |
| Primary Contact | Name:<br><br>Phone Number:<br><br>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 | |
| Subsidiary or affiliate companies if any | |
| What is your area of business? | |

**Financial Information**

| | |
|---|---|
| Bank Name, Account Number and Address | |
| Name under which company is registered at bank | |
| Payment Terms. | Payment By: Check Yes \| No Wire Transfer Yes \| No |
| Specify Standard Payment Terms:<br><br>Do you agree to payment after service delivery? | |
| How long will your price offer remain Valid (*The Longer the better)* | |
| Is there internet Service and electricity within the Hotel facility? | |

**Product/Service Information**

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

**References**

| | |
|---|---|
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address |

**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, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including:: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

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

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

| | |
|---|---|
| Company Name: | |
| Name of Representative: | |
| Title: | |
| Signature: | |
| Date: | |

***MERCY CORPS USE ONLY***

**Following documents have been provided:**

| **Documents** | |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

Name _____

Title _____

Signature _____

Date* _____

**Attachment 2 - Price Offer Sheet A.**

| **Price Offer Sheet A for Delivery to Maiduguri (enroute any Seaport)** | | | | | | |
|---|---|---|---|---|---|---|
| **Item Description** | **Quantity** | **Unit of Measure** | **Unit Price (NGN)** | **Total Price (NGN)** | **Unit Price (USD)** | **Total Price (USD)** |
| 4m X 6m Shelter Grade 1 Tarpaulin, Weight: 200g/m2 ± 10%, one welding allowed, in the middle of the sheet, length wise. Woven High-Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low-Density Polyethylene (LDPE) coating, UNHCR/IOM Type | 6,000 | Units | | | | |
| | | | | | | |
| Freight Cost DDP | | | | | | |
| **Total before tax:** | | | | | | |
| **VAT (if applicable)** | | | | | | |
| **Total:** | | | | | | |

# Tender Package — Request for Proposal (RFP)

| | |
|---|---|
| **Company Name:** | |
| **Name of Representative:** | |
| **Title:** | |
| **Signature:** | |
| **Date:** | |
| **Tender #:** | NIG/MDG/TEN71 |
| | |

| **Price Offer Sheet B for Delivery to Maiduguri by (enroute any Airport)** | | | | | | |
|---|---|---|---|---|---|---|
| **Item Description** | **Quantity** | **Unit of Measure** | **Unit Price (NGN)** | **Total Price (NGN)** | **Unit Price (USD)** | **Total Price (USD)** |
| 4m X 6m Shelter Grade 1 Tarpaulin, Weight: 200g/m2 ± 10%, one welding allowed, in the middle of the sheet, length wise. Woven High-Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low- | 6,000 | Units | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Density Polyethylene (LDPE) coating, UNHCR/IOM Type | | | | | | |
| Freight Cost DDP | | | | | | |
| **Total before tax:** | | | | | | |
| **VAT (if applicable)** | | | | | | |
| **Total:** | | | | | | |
| **Company Name:** | | | | | | |
| **Name of Representative:** | | | | | | |
| **Title:** | | | | | | |
| **Signature:** | | | | | | |
| **Date:** | | | | | | |
| **Tender #:** | NIG/MDG/TEN71 | | | | | |