

1. Request for Bid

Tender Name: Purchase of New Vehicles for NE-CORE & BEGE		Tender No: NIG/ABV/091	
Location: Abuja.	Correspond	ence Language(s): English	

Brief Summary Description of Project:

Mercy Corps Nigeria is currently in need of registered vehicle dealers to supply new vehicles for program activities. Mercy Corps is a leading global organization that works in 40 countries around the world to alleviate suffering, poverty and oppression by helping people build secure, productive and just communities. Since 2012, Mercy Corps has worked to tackle Nigeria's complex and evolving needs through a range of dynamic, multisector programs. In Nigeria, Mercy Corps is addressing the immediate humanitarian needs of vulnerable communities; enabling conflict-affected populations to transform from relief to resilience using market-driven approaches; and supporting community-led peace building efforts.

Request for Bid Available from: 17 th January 2024 8:00am (West African Time)	Request for Bid Pickup Location: Tenders is available to download at: Bidders email address
Deadline for Offer Submission: 21st January 2024 11:59pm (West African Time)	Electronic Submissions must be sent via email to mail to: ng-tenders@mercycorps.org
	Subject Line must be: NIG/ABV/TEN 91- Purchase of New Vehicles for NE-CORE & BEGE
	Hard copy submissions must be submitted in a sealed envelope labelled as "NIG/ABV/TEN 91- Purchase of New Vehicles for NE-CORE & BEGE."
	to Mercy Corps Abuja Office with address at No 166 Umar Dikko Street, adjacent Lake View Estate, Jabi, FCT Abuja.
	Mercy Corps encourages electronic submissions

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: 18th/ January/ 2024 12:00 PM (West African Time) Questions will be answered by: 19th / January/ 2024 3:00 PM (West African Time)

Documentation Checklist				
These documents are contained within this RFB:	 Request for Bid General Conditions for Tender Criteria and Submittals Price Offer Sheet Supplier Information Form Modern Slavery Questionnaire Scope of Work/Technical Specifications/BOQ 			

Sample Contract

2. General Conditions for Tender

Questions will be answered through: Bidders email address

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 RFB 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 bidders from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing bidders or competing offers, etc. Any information provided to one bidder must be provided to all other bidders.

• Collusion between/among bidders

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.

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) supplierspecific 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 bidder 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 bidder will be issued to that bidder. In some cases Mercy Corps may choose to issue clarifications to all bidders. 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.

2.4 Response Documents

Bidders must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. bidder

2.5 Acceptance of Successful Response

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

2.6 Anti-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 bidder(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 a bid, bidders certify that they understand and agree to all of the terms and clauses contained in Section 6.

3.2 RFB Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct 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 evaluation of an offer.



Eligibility Criteria: Vendors must attach the following document:

- Proof of legal business registration (CAC certificate, form C02, C07, Memorandum of Association).
- Tax Clearance Certificate for the years 2021 and 2022 (State or FIRS).
- SCUML certificate.
- Proof of license in vehicle dealership.
- Company profile Max 2 pages (showing location, company organogram, a minimum of 3 years' experience or above in vehicle dealership).
- Verifiable evidence of vehicle supplies successfully executed in Nigeria. Must attach copy of PO, GRN/Recommendation letter from at least 3 INGO/UN/Government/reputable agencies for similar vehicles supplies executed.
- Warranty certificate or a letter on company letterhead certifying warranty period. (At least a period of 3 Years of warranty).
- Must attach a detailed product specification maximum of 2 pages on letter headed paper.
- Delivery time of 30- 60 days from the date of signing the Purchase order. This should be indicated on the company letter head.
- Acceptance of 100% payment after delivery and acceptance of the vehicle which must be indicated on the Company's Letter head.
- Reference letter from a bank or Audit report from 2021 till date.
- Price must be fair, market acceptable and within budget.

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. Bidders must show unit prices, quantities, and total price. All items must be clearly labeled and included in the total offered price.

Bidders must not include customs duties and VAT in their offer.

The following information in the order listed must be included in the bid of any potential bidder:

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.
☐ 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.



☐ Completed and signed Mercy Corps Supplier Information Form (template provided in section 7)
☐ Other important documents bidder feels need to be attached to support their bid.
The original bid shall be signed by the bidder, or a person or persons duly authorized to bind the bidder 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.
3.3 Currency
Offers should be submitted in: Nigeria Naira (NGN)

3.4 Evaluation

Lowest Price, Technically Acceptable (LPTA)

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

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

The lowest price bid(s) will be accepted as the winning bidder(s) assuming the price is deemed fair and reasonable and subject to the additional due diligence.

Bidder pass/fail criteria are as follows:

Selection Criteria	Passor Fail?
Company profile Max 2 pages (showing location, company organogram, a minimum of 3 years' experience or above in vehicle dealership).	
Verifiable evidence of vehicle supplies successfully executed in Nigeria. Must attach copy	
of PO, GRN/Recommendation letter from at least 3 INGO/UN/Government/reputable	
agencies for similar vehicles supplies executed.	
Warranty certificate or a letter on company letterhead certifying warranty period. (At least a	



period of 3 Years of warranty).	
Must attach a detailed product specification maximum of 2 pages on letter headed paper	
Delivery time of 30- 60 days from the date of signing the Purchase order. This should be	
indicated on the company letter head.	
Acceptance of 100% payment after delivery and acceptance of the vehicle which must be	
indicated on the Company's Letter head.	
Reference letter from a bank or Audit report from 2021 till date.	
Price must be fair, market acceptable and within budget.	

3.4.1 Additional Due Diligence

Upon completion of both the evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular bidder or bidder(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
- Suppliers Facility Visit
- Determination of relations and affiliations between offerors.
- Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform.

4. Scope of Work/Technical Specifications

4.1 Background



Mercy Corps is a leading global organization that works in 43 countries around the world to alleviate suffering, poverty and oppression by helping people build secure, productive and just communities. Since 2012, Mercy Corps has worked to tackle Nigeria's complex and evolving needs through a range of dynamic, multi-sector programs. Mercy Corps is addressing the immediate humanitarian needs of vulnerable communities; enabling conflict-affected populations to transform from relief to resilience using market-driven approaches; and supporting community-led peace building efforts.

Technical Specifications (for Goods):

Mercy Corps is requesting the purchase of vehicles for project activities in Mercy Corps Maiduguri Office. See description below.

1. 2020 Ford Everest Ambiente UA II Auto RWD (or equivalent)



Safety & security

ANCAP Rating	5
Number of Airbags	7

Engine

Engine Type	Piston
Engine Location	Front



Engine Size (cc) 3198 cc

Engine Size (L) 3.2 L

Induction Turbo Intercooled

Engine Configuration In-line

Cylinders 5

Camshaft Double Overhead Cam

Valves/Ports per Cylinder 4

Compression ratio 15.7

Engine Code P5AT

Generic Engine Type Piston

Power 143.0kW @ 3000rpm

Torque 470Nm @ 1750-2500rpm

Power to Weight Ratio 63.8 kW/t

Transmission & drivetrain

Gears 6

Gear Type Sports Automatic

Generic Gear Type Automatic

Gear Location Floor

Drive Rear Wheel Drive

Fuel

Fuel Type Diesel



Fuel Capacity 80 L

Fuel Delivery Common Rail Diesel (Direct Injection)

Method of Delivery Electronic Sequential

Fuel Consumption Combined 8.4 L/100km

Fuel Consumption Highway 6.7 L/100km

Fuel Consumption City 11.3 L/100km

Fuel Average Distance 952 km

Fuel Maximum Distance 1194 km

Fuel Minimum Distance 708 km

CO2 Emission Combined 221 g/km

CO2 Extra Urban 176 g/km

CO2 Urban 298 g/km

Emission Standard Euro 5

Steering

Steering Rack and Pinion

Wheels & Tyres

Rim Material Alloy

Front Rim Description 17x8

Rear Rim Description 17x8

Front Tyre Description 265/65 R17

Rear Tyre Description 265/65 R17



Dimensions & weights

Length	4903 mm
Width	1869 mm
Height	1837 mm
Wheelbase	2850 mm
Track Front	1560 mm
Track Rear	1564 mm
Front Overhang	916
Rear Overhang	1137
Turning Circle Between Kerbs	11.7
Ground Clearance	227
Wading Depth	800
Wading Depth Approach Angle	800 29.5
Approach Angle	29.5
Approach Angle Departure Angle	29.5 25
Approach Angle Departure Angle Breakover Angle	29.52521.5
Approach Angle Departure Angle Breakover Angle Kerb Weight	29.5 25 21.5 2242 kg
Approach Angle Departure Angle Breakover Angle Kerb Weight Boot / Load Space Max (L)	29.5 25 21.5 2242 kg 1796 L
Approach Angle Departure Angle Breakover Angle Kerb Weight Boot / Load Space Max (L) Gross Vehicle Mass	29.5 25 21.5 2242 kg 1796 L 2950 kg



Towing Capacity (Unbraked) 750 kg

Maximum Front Axle Load 1480

Maximum Rear Axle Load 1650

Warranty & service

Warranty in Years from First Registration 5 yr

Warranty in Km Unlimited km

Warranty Anti Corrosion in Years from First Registration 5 yr

First Service Due in Km 3000 km

First Service Due in Months 2 mth

Regular Service Interval in Km 15000 km

Regular Service Interval in Months 12 mth

Other

Launch Year 2020

Generation Name UA

Series UA II

Model Year MY20.75

Badge Ambiente

Doors 5

Seat Capacity 5

Body Style SUV

UA II 2020.75MY Ambiente Wagon 5dr Spts Auto 6sp RWD 708kg 3.2DT Ford's Everest SUV takes the strengths of the Ranger workhorse ute to create a refined and capable seven-



passenger family/off-road wagon. Two diesel engines include a 143kW/470Nm five-cylinder and a punchier, while a coil-spring rear suspension softens the ride appropriately for a big SUV. Shorter overall than the Ranger, the Everest is nevertheless spacious for passengers and luggage and includes two-zone climate-control and active noise cancellation. Autonomous emergency braking with pedestrian detection and lane-keep assist are common to all variants, while the top-rung Titanium adds active cruise control, self-parking, blind-spot monitoring, and lane departure warning, as well as leather trim and powered front seats.

2. Ford Bus Auto Model



Safety & security

Number of Airbags 2

Engine

Engine Type Piston

Engine Location Front

Engine Size (cc) 2982 cc

Engine Size (L) 2.7 L



Engine Configuration In-line

Cylinders 4

Camshaft Double Overhead Cam

Valves/Ports per Cylinder 4

Compression ratio 15

Turbo Intercooled

Piston

Power 100.0kW @ 3400rpm

Torque 300Nm @ 1200-2400rpm

Power to Weight Ratio 46.6 kW/t

Transmission & drivetrain

Generic Engine Type

Induction

Gears 4

Gear Type Automatic

Generic Gear Type Automatic

Gear Location Dash

Drive Rear Wheel Drive

Fuel

Fuel Type Petrol

Fuel Capacity 70 L

Fuel Delivery Direct Injection

Method of Delivery Electronic Sequential



CO2 Emission Combined 251g/km

Emission Standard Euro 5

Steering

Steering Rack and Pinion

Wheels & Tyres

Rim Material Steel

Front Rim Description 15x6

Rear Rim Description 15x6

Front Tyre Description 195/R15 C 8PR

Rear Tyre Description 195/R15 C 8PR

Dimensions & weights

Length 5380 mm

Width 1880 mm

Height 2285 mm

Wheelbase 3110 mm

Track Front 1655 mm

Track Rear 1650 mm

Ground Clearance 185

Approach Angle 17

Departure Angle 19.2

Tare mass 2145kg



Kerb Weight 2215 kg

Boot / Load Space Max (L) 1796 L

Gross Vehicle Mass 3250 kg

Gross Combination Mass 4200 kg

Payload 1035 kg

Towing Capacity (braked) 1400 kg

Towing Capacity (Unbraked) 400 kg

Warranty & service

Warranty in Years from First Registration 3 yr

Warranty in Km 100,000 km

Warranty Anti Corrosion in Years from First Registration 5 yr

Regular Service Interval in Km 10000 km

Regular Service Interval in Months 6 month

Other

Launch Year 2017

Generation Name H200

Series KDH223R

Badge commuter

Doors 4

Seat Capacity 14

Roofline high roof



Body Style Bus

5. 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 PURCHASE ORDER							
	PO №			1		Date:	ı
				_		PR №	
	M	C Authorized Re	presentative(s):	Sup	olier Auth	norized Representat	ive(s):
		MERCY COF		Supplier:			
Address:			aru dikko street jabi Abuja	Address:			
Contact p	person(s):		Norman Mungwena	11			
Phone/Fa	ax:		09087338071	Phone:			
E-mail:			nmungwena@mercy	Contact Name:			
		DELIVERY I	OCATION:	¬ ———	DACKIN	IG REQUIREMENTS	
		DELIVERT	OCATION:	┥┝───	PACKIN	IG REQUIREMENTS	
		38 Kinshasa Road (Old GRA Maiduguri				
P.O. Pre	pared by :			CURRENCY:		Nigerian N	laira
		INLOADING TERM	S: To be handled by supplier		After de	elivery via bank transfer	
	RY DATE:			PAYMENT TERMS:	7 1101 00	goods	opar acceptance of
ITEM	Qty.	UNIT	DESCRIPTION (as a	greed with the supplier)		UNIT PRICE	EXTENDED PRICE
1	1	Piece	Purchase of project vehicle ford bus auto			,	0.00
2	1	Piece	Purchase of project vehicle 2020 ford ev	erest Ambiente UAII auto RWD	model		0.00
3							0.00
4							0.00
5			<u> </u>				0.00
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16			+				0.00
17			+				0.00
18			1				0.00
19							0.00
20							0.00
						SUB-TOTAL	0.00
						TAXES	
			olf of Morey Corney			SHIPPING	
Approved on behalf of Mercy Corps: Name & Title			TOTAL	ORDER		Included 0.00	
						on behalf of Vendo	
Signatur	re:			Name & Title:	-provec	. C Senan Or Vendo	
Date:				Signature:			
				Date:			
	Financial Review				lood and ag	greed with Conditions of	Purchase
T	his Purchase	Order (Schedul	e 1) is inclusive of the Terms and	Conditions attached, wi	nich are a	binding part of this	s agreement.
			2023 FP3 ver3.0				

SCHEDULE II



DONOR TERMS

Other Contract Provisions Required by Law or MC's Donor

A: ECHO General Conditions

Liability/Indemnity

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

Right of Access/ Audit

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

Confidentiality

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

Conflict of Interest

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

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Anti-Corruption

The Parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws



(including the UK Bribery Act 2010) and comply with the principles of Mercy Corps Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe 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.

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

Liability/Indemnity

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

Right of Access/ Audit

<u>Access</u> – 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.

C: CHILD AND VULNERABLE ADULTS PROTECTION POLICY

Mercy Corps aims to safeguard children/vulnerable adults from abuse, violence and exploitation in all that we do, in line with Article 19* of United Nations Convention on the Rights of the Child.

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



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

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

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

Values and Principles in working with Children/Vulnerable Adults:

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

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

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

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

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

Team members must never:



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

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

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

PREVENTION OF SEXUAL EXPLOITATION AND ABUSE POLICY

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

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



6. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.

D: Other USAID Contract Provisions Required by Law

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

- 1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource
 - center/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- 2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
- 3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
- 4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
- 5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
- (ii) Procure a commercial sex act during the period of this Contract;
- (iii) Use forced labor in the performance of the Contract; or



- (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
- a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redres 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.]

E: Other DOS Contract Provisions Required by Law

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

- 1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
- 2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
- 3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
- 4. Mercy Corps, the US Department of State, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor's personnel for the purpose of interview and discussion related to such documents.
- 5. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to



promote, support, or advocate for the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Contractor does not promote, support, or advocate the legalization or practice of prostitution.

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

F: Other Contract Provisions Required by Law or European Union

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

Liability/Indemnity

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

Right of Access/ Audit

- (c) The Vendor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.
- (d) The Vendor will allow MERCY CORPS or the European Union (or any other organisation authorised by the European Union) access to the location where the Vendor is based or any location where the Services are being implemented and to all documents,



information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

Conflict of Interest

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.

Confidentiality

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

Anti-corruption

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

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

Visibility

Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views



expressed herein should not be taken, in any way, to reflect the official opinion of the European Union.

Principal of Ethical Procurement

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

Payment/ Service Fee

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

Account No.	
Account Name	
Bank Name	
TIN	

Intellectual Property Rights

MCS shall be the owner of any [product copyrightable, patentable item] that results from the performance of the Contract. The Contractor grants the right to MCS and the European Commission to use freely and as it sees fit all documents produced under this Contract, whatever their form or medium.

Procurement:

If the Contractor will also carry out procurement (e.g. for travel or supplies), please contact MCS Compliance.

G: Other USDA Contract Provisions Required by Law

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

- 1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
- 2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.



- 3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
- 4. Mercy Corps, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor's personnel for the purpose of interview and discussion related to such documents.
- 5. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or
- (iii) Use forced labor in the performance of the Contract.
 - 6. The Contractor agrees to incorporate the terms of "Donors" word-for-word in all of its sub-contracts funded under this Contract, if any.

A.) 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 RFB



Attachment 1 - Supplier Information Form

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)	
Duariana namas	
Previous names	
of the company	
Address	
Address	
Website	
website	
Phone/Fax	
	Phone: Fax:
Numbers	
	Name:
	Name:
D.: C 4	Phone Number:
Primary Contact	Phone Number:
	Email Address:
	Eman Address.
# of Staff	
ποι βιαπ	



# 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)	
D .	
Parent companies	
if any	
Subsidiary or	
affiliate	
companies, if any	
F: 11.6	•
Financial Informat	<u>tion</u>
Account	
Number, Bank	
Name and	
Address	
Name under	
which company	
is registered at	
bank	
Payment Terms:	



Do you agree to	
payment after	
1 4	
service delivery?	
Specify Standard	
Payment Terms	
- wy	
D . 1 . 4/C	C 4°
Product/Service In	<u>Iormation</u>
List Range of	
Products/Service	
s Offered	
How Long will	
the price remain	
valid?	
What is your	
delivery	
medium?	
mearam:	
References	
Client Name:	Contact Name, Phone, Email Address:
Chem rame.	Oshidet France, Phone, Phan Franceso.



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:		-



Attachment 2 -Price Offer Sheet

Price Offer Sheet				
Ham Daggintian	Omoratita /No	Unit of	Unit	Total Dries
Item Description 2020 Ford Everest Ambiente UAII auto RWD model.	Quantity/Nos.	Measure	Price	Total Price
	1	Piece		
Ford Bus Auto Model				
	1	Piece		
Company Name:				
Name of Representative:				
Title:				
Signature:				
Date:				

N/B: Mercy corps would deduct 5% withholding tax in line with government regulations and Price should be inclusive of delivery to mercy corps Maiduguri office.