1. Invitation to Tender

<table>
<thead>
<tr>
<th>Tender Name: Supply and install Solar Pay As You Go (PAYG) Systems in Liberia.</th>
<th>Tender No: LR01-RFP-3445</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location: Monrovia, Liberia</td>
<td>Correspondence Language(s): English</td>
</tr>
</tbody>
</table>

Brief Summary Description of Project: Mercy Corps’ Liberia received funding from the European Union (EU) to implement a three-year program called Light up Liberia. This project seeks to improve access to modern, affordable, sustainable and scalable energy products for at least 45,000 rural poor and peri-urban direct and indirect beneficiaries in Liberia, with a focus on renewable energy that will increase Access to energy for public services: The program will offer energy services to community institutions such as schools, clinics, police stations/outposts etc. The Program aims to provide services through its four estimated results, R1) Develop a replicable model for electrifying 3000 households with basic “Tier 1 and Tier 2” lighting and charging access R2) Improve market access to small scale lighting, charging, cooking products, and supporting services through supporting energy market actors R3) Develop financial products designed to increase access to renewable energy R4) Improve the enabling environment for private sector energy companies to invest in developing solutions for rural electrification in Liberia, including integrating renewables into vocational education curricula in partner TVET institutions. The project will contribute to reaching the World Summit on Sustainable Development (WSSD) Rio +10 objectives on energy and to achieving the Sustainable energy for all (SE4All) objectives by 2030. In addition, with a strong focus on enhancing access to private sector led energy and financial services, which will provide new earning opportunities and significant savings, resulting in higher net incomes for rural and peri urban families, the project will not only enhance living conditions for rural households, but also contribute to the achievement of the MDGs on poverty alleviation.

<table>
<thead>
<tr>
<th>Tender Package Available from: December 26, 2018, 12:30 Pm</th>
<th>Tender available from: <a href="http://www.mercycorps.org/tenders">www.mercycorps.org/tenders</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Offer Submission: Friday, January 10, 2019; 5:30 Pm Local time</td>
<td>Submit Offers to: Electronic submission sent to: <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a> Hard copy submission dropped at: Hardcopies are not accepted</td>
</tr>
</tbody>
</table>

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

Questions and Answers (Q&A)

If any, Submit Questions in writing to: (mc-liberia-tender-questions@mercycorps.org)

<table>
<thead>
<tr>
<th>Last Day for Questions: (4th / January / 2019; 8-30 am-4:30 pm GMT)</th>
<th>Questions will be answered by: (5th / January /2019; 8:30- 4:30 pm GMT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions will be answered through: (<a href="mailto:lr-tenders@mercycorps.org">lr-tenders@mercycorps.org</a>)</td>
<td></td>
</tr>
</tbody>
</table>
2. **General Conditions for Tender**

Mercy Corps invites proposals for the goods 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
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.
3.1 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:
- The offeror must be legally registered
- The Offeror must have valid tax clearance

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:
- Copy of certificate of incorporation
- Copy of tax clearance certificate.

Documents to conduct the Technical Evaluation and additional Due Diligence:
- The product must be a current lighting global quality-verified product. A copy of the product verification letter is required as evidence of quality verification (Mandatory).
- Detailed Products Specification.
- Company Profile
- Well-structured work plan
- Recent Audited financial statement within the last two years
- The product must meet the “Rules on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EC Partnership Agreement, laid down in Annex IV to the latter Agreement as revised by DECISION No 1/2014 OF THE ACP-EU COUNCIL OF MINISTERS of 20 June 2014 (2014/428/EU)”
- References of similar project including contract details and contact person
Price Offer:
The Price offered is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must include VAT and customs duties in their offer.

3. Criteria & Submittals

3.4 Currency

Offers should be submitted in: ___USD
Payments will be made in: ___USD

3.5 Tender Evaluation (Trade-Off 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 that 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

Trade-Off Method

Mercy Corps’ Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criterion is given a percentage, all together equaling 100%). Offeror’s proposals should consist of all required technical submittals in order for the Mercy Corps committee to thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the proposal’s overall “value for money” (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criterion has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.

Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.

When performing the Scoring Evaluation, the tender committee will assign points for each criteria based on the
following scale:

<table>
<thead>
<tr>
<th>Point</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not acceptable; has not met any part of the specified criteria</td>
</tr>
<tr>
<td>1-4</td>
<td>Has met only some minimum requirements and may not be acceptable</td>
</tr>
<tr>
<td>5</td>
<td>Acceptable</td>
</tr>
<tr>
<td>6-9</td>
<td>Acceptable; has met all requirements and exceeds some</td>
</tr>
<tr>
<td>10</td>
<td>Acceptable; has exceeded all requirements</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight (%)</th>
<th>Possible Points (1 to 10)</th>
<th>Weighted Score (A*B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach and Work plan</td>
<td>20%</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Offeror price including the setting up PAYG integration</td>
<td>10%</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>At least two years of after sales service and warranty</td>
<td>10%</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Corporate Capabilities the required minimum experience and background a supplier must have – Number of years in the PAYG industry, and work experience in the West African sub-region. References of similar projects.</td>
<td>20%</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Delivery time must be within two months upon signing of Purchase Contract</td>
<td>10%</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>2(two) years of experience carry out Pay as You Go System</td>
<td>10%</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Offeror require to meet the desired specifications</td>
<td>20%</td>
<td>10</td>
<td>2</td>
</tr>
</tbody>
</table>

**TOTAL POSSIBLE SCORE:**

<table>
<thead>
<tr>
<th>Weight (%)</th>
<th>Possible Points (1 to 10)</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>70</td>
<td>10</td>
</tr>
</tbody>
</table>

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
- Ineligibility and Compliance Checking
- Supplier visits facility
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

[Mercy Corps Procurement department to adjust content based on country context and nature of procurement]

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
  - 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

5.1 Background

Light up Liberia’s (LUL) overall objective is to reduce poverty and improve stability and living conditions of the rural poor in Liberia by promoting innovative off-grid energy solutions. The program’s specific objectives are: 1) to increase access to modern, affordable, sustainable and scalable energy services for the rural poor, 2) to improve access to financial services for increased access to energy, economic opportunity, and poverty reduction; 3) to ensure the improvement in the planning and coordination within the rural energy sector while promoting increased private sector engagement in rural electrification solutions.

As part of the program’s objectives Mercy Corps plans to work with its local implementing partners, to install PAYG solar systems in 3000 households in Bong, Margibi, Grand Bassa, Lofa, Nimba, and Rural Montserrado. The PAYG systems are expected to provide lighting and phone charging to rural communities in line with objective one of the program.

5.2 Scope of Work (for Service) / Technical Specifications (for Goods) / Bill of Quantities (for Works)

Product Technical Specifications

<table>
<thead>
<tr>
<th>Performance Details</th>
<th>Brightness Setting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Measure</td>
<td>Brightness Setting</td>
</tr>
<tr>
<td>Full battery run time* (hours)</td>
<td>7 hours Minimum</td>
</tr>
<tr>
<td>Run time per day of solar charging* (hours)</td>
<td>5.5 hours Minimum on the brightest setting</td>
</tr>
<tr>
<td>Total light output (lumens)</td>
<td>400 Minimum</td>
</tr>
<tr>
<td>Total area with illumination &gt; 50 lux** (m²)</td>
<td>0.3 Minimum</td>
</tr>
<tr>
<td>Total lighting service (lumen-hours / solar-day)</td>
<td>2400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lighting Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamp type</td>
</tr>
<tr>
<td>Description of light points</td>
</tr>
<tr>
<td>Color characteristics</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Distribution type</td>
</tr>
<tr>
<td>Lumen maintenance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile charging</td>
</tr>
<tr>
<td>Current Lighting Global quality-verified product</td>
</tr>
<tr>
<td>PAYG</td>
</tr>
<tr>
<td>Solar Charge Indicator</td>
</tr>
</tbody>
</table>
Battery Indicator
Digital LED meter to display the remaining battery power

Power Control
Battery management technology to automatically switch the lamps to low-power mode when the battery is running dry, yielding additional charge

Warranty
Minimum of 2 years warranty

**Durability**

Overall durability and workmanship
PCB Module must pass the Lighting Global drop test

Durability tests passed
Switch and connector cycling, strain relief test, and physical ingress protection test

**Solar Details**

PV module type
Polycrystalline/monocrystalline

PV module size
10-15 watts

**Battery Details**

Battery replace ability
Must be easily replaceable

Battery chemistry
Lithium iron phosphate

Battery package type
26650 x 3

Battery capacity
9600 mAh Minimum

Battery nominal voltage
3.2 V

Appropriate battery protection circuit
Pass Lighting Global standard (consider insulated plastic sleeve)

**Add On Loads**

Radio
System must include radio (Rechargeable MP3 FM radio/digital audio speaker with external antennae)

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**Scope of Work**

The winning company will work with Mercy Corps and two Local implementing companies to identify communities where the PAYG systems will be deployed. This will include the provision of advisory services on community outreach and customer sign up, training on PAYG hardware & installation, training on operation, maintenance, business model and lessons learned from similar PAYG projects implanted in a similar country context.

**Main Responsibilities**

* Winning company will be responsible for:

**Phase I:**

- Working in-country with the Mercy Corps team and partner companies to engage and select communities for the deployment of the PAYG solar systems
- Establish a learning agenda for the pilot
- Provide in-country and remote support in accordance with the setup needs for the PAYG systems

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2 Lighting Global quality assurance program [https://www.lightingglobal.org › Quality Assurance Program](https://www.lightingglobal.org › Quality Assurance Program)
- **Provide in-country and remote project management support** working in partnership with Local operating companies, to sign up initial customers, training local distribution partners and installers, installing the PAYG SHS and lead technical and business management trouble shooting, establish revenue collection system, establish customer complaints mechanism, establish a viable monitoring system with Mercy Corps M&E specialist based on agreed learning agenda.

- **Work with Local operating companies to evaluate the financial and organizational viability of a scale up.**

- If a scale up is advised, **produce roll out recommendations based on technical and business experience.**

- Developing and implementing a warranty and maintenance plan with Local operating companies throughout the lifespan of the project

- Maintaining relevant insurance policies including, Freight Insurance public liability

- Delivering Products /Stock within agreed timelines

- Working with Local operating company to ensure that products are duly approved for use by the appropriate Standards Authority of the Government of Liberia

- Providing Marketing Materials and Market activation materials specifically tied to winning company’s products for sales outreach/Market activation

- Working with Mercy Corps and Local operating company to develop plans to mitigate the risk of theft of Solar panels

*In addition, please follow the guidelines below to outline project experience*

Proposals shall include a brief description of the vendor’s 3 largest completed solar projects/programs. The description for each project/program should include:

- a. The project name
- b. Year placed in service
- c. Project size (total cost and project capacity in kW)
- d. Project type – turnkey or third party energy sales
- e. Up-time of project
- f. Location
- g. Name of project manager
- h. Name of client contact
- i. Brief physical description of the project (equipment manufacturer, model, etc.)
6Sample Contract

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

PURCHASE CONTRACT

Contract No. _______

THIS PURCHASE CONTRACT (the “Contract”) entered into as of _________ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“Mercy Corps”) and _______________________________ (“Supplier”) is as follows:

1. Defined Terms. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Contract Number, Delivery Date, Delivery Location, Delivery Terms, Donor Terms, Goods, Packing Requirements, Pricing, and Specifications. Other terms are defined as specified throughout this Contract.

2. Purchase and Sale of Goods. Supplier will sell to Mercy Corps, and Mercy Corps will purchase and pay for, the Goods in accordance with the terms and conditions set forth in this Contract.

3. Specifications. The Goods must strictly comply with or exceed the Specifications listed in Schedule II. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent.

4. Purchase Order Amendments. Mercy Corps may suspend Supplier’s performance, increase or decrease the ordered quantities, or make changes for Mercy Corps’ reasonable business needs by written notice to Supplier (each, a “Purchase Order Amendment”). Unless mutually agreed, a Purchase Order Amendment does not apply to change the Goods timely and fully delivered and accepted before the date of the Purchase Order Amendment. If any change causes an increase or decrease in the cost of, or the time required for, Supplier’s performance, an equitable adjustment may be made in the price or delivery schedule or both, if such adjustment is set forth in a Purchase Order Amendment signed by the Authorized Representative.

5. Non-Exclusivity. This Contract is not intended to create an exclusive relationship between the parties.

6. Inspection, Acceptance and Rejection.

   a. All Goods will be subject to Mercy Corps’ inspection and testing (which may be done by a third party authorized by Mercy Corps), at any time and place, including the period of manufacture/production/creation and before final acceptance. If Mercy Corps inspects or tests at Supplier’s premises, Supplier, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of
Mercy Corps’ inspectors. No inspection or testing done or not done before final inspection and acceptance will relieve Supplier from responsibility for defects or for other failure to meet the requirements of this Contract. Notwithstanding any prior inspections or payments made, all Goods will be subject to final inspection and acceptance at the Delivery Location within a reasonable time after delivery (but in no event, less than three days after the date of delivery).

b. Acceptance will occur only when the Authorized Representative delivers written, signed notice of acceptance to Supplier in the form of a goods received notice ("GRN") and such notice has been signed by Supplier’s representative. The GRN must include: (1) the GRN number and the packing slip number; (2) the Contract number; (3) a description of the Goods; (4) the quantity delivered; (5) final inspection date and location; (6) quantity accepted; and (7) quantity rejected or over-shipped.

c. If any delivery, documentation or the Goods delivered do not comply with all of the terms and conditions of this Contract, Mercy Corps may do one or more of the following: (1) reject such nonconforming Goods, accept conforming Goods and reduce the purchase price by such amount as Mercy Corps determines in good faith reflects the value to Mercy Corps of the accepted Goods, (2) accept such nonconforming Goods and reduce the purchase price by such amount as Mercy Corps determines in good faith reflects the reduced value to Mercy Corps of such nonconforming Goods; (3) reject all Goods; and/or (4) terminate this Contract without any further obligation on Mercy Corps’ part.

d. If any Goods are finally accepted, Mercy Corps will only pay for the quantity accepted up to the quantity specified in this Contract. Mercy Corps will in no event pay for quantity above the amount provided for in this Contract or accepted. Mercy Corps or its agent will hold over-shipments and non-conforming shipments at Supplier’s risk and expense for a reasonable time awaiting Supplier’s instructions. Supplier will bear the expense of return charges, storage charges and other expenses for over-shipped quantities and Goods not accepted.

7. Packing. All Goods will be prepared for shipping and delivery and will be shipped in accordance with the Packing Requirements listed in Schedule I. Price based on weight will include net weight only. Supplier will not charge Mercy Corps for packaging or pre-shipping costs, such as boxing, crating, handling damage, drayage, or storage. Supplier will mark all containers with necessary handling and shipping information, Contract Number, date of shipment, and names of the consignee and consignor. A packing list, and other documentation required for domestic or international transit, regulatory clearance or identification of the Goods will accompany each shipment.

8. Transportation, Shipment and Delivery. Shipment/transportation will be in accordance with the Delivery Terms, Delivery Date, and Delivery Location in Schedule I. Mercy Corps will not be charged for shipping, delivery, loading or unloading costs unless otherwise specified in the Delivery Terms.

9. Risk of Loss. Supplier will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by Mercy Corps at the Delivery Location; provided, Mercy Corps is responsible for any loss caused by its gross negligence.
10. Taxes, Duties and Expenses.

a. All taxes, duties and other governmental charges with respect to the manufacture/production/creation of the Goods and the delivery of the Goods to Mercy Corps in accordance with this Contract will be the liability of, and borne solely by, Supplier. If the law requires Mercy Corps to withhold taxes from payments to Supplier, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Supplier an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

b. Supplier is responsible for all expenses incurred by it in performing under this Contract.

11. Invoicing and Payment.

a. Mercy Corps will have no obligation to make any payment to Supplier with respect to the Goods until final acceptance in accordance with Section 6(b) and delivery of an invoice that fully complies with the requirements specified in this Contract. Invoices may only be submitted after Supplier receives a GRN. Invoices must be submitted within 60 days of Supplier’s acceptance of a GRN. Mercy Corps will have no obligation to pay an invoice submitted after 60 days or to pay an invoice amount that Mercy Corps disputes in a written notice to Supplier. Each invoice must contain or attach the following: (1) a copy of the signed GRN; (2) Supplier’s name and address; (3) description of the Goods delivered, delivery date, quantity, unit price and total price to be paid; (4) all information necessary for Mercy Corps to implement payment (e.g., name of representative to address payment to, address, bank account information as applicable for the method of payment); (5) the Contract Number; (6) packing slip number; (7) taxes and duties (only if payable by Mercy Corps per the terms of this Contract); (8) Delivery Location and Delivery Date; and (9) any other information reasonably required by Mercy Corps. Invoices will only be deemed received on the date they are delivered to the Authorized Representative and in full compliance with the requirements herein.

b. Mercy Corps will make payment within 30 days of receipt of Supplier’s fully conforming invoice. Payment of an invoice will not constitute acceptance of Goods, and is subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements of this Contract. Mercy Corps may set-off amounts owed to Mercy Corps against an amount Mercy Corps owes to Supplier or Supplier’s affiliated companies, and Mercy Corps will provide notice to Supplier within a reasonable time after the setoff.

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

a. Supplier has full rights and authority to enter into and perform its obligations under this Contract. Supplier’s performance will not violate any agreement or obligation between Supplier and any third party.

b. The Goods and all documentation required will meet each of the standards and specifications set forth in this Contract. The Goods are merchantable and fit for their
intended purpose, comply with all applicable law and are free from all defects in material and workmanship.

c. Supplier will deliver good and marketable title to the Goods free and clear of all liens, claims, encumbrances and interests of any other person, entity or government. The Goods will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

d. Supplier will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.

e. Supplier has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

f. Supplier will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Supplier has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.

g. Supplier does not own, directly or indirectly, any other company that was competing for award of this Contract. Supplier did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Supplier did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.

h. Supplier is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Supplier fully disclosed such relationship and any potential conflict of interest has been waived by Mercy Corps.

i. Supplier has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.

j. Supplier is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

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

13. **Confidentiality.** Supplier will maintain the confidentiality of: (i) any information Mercy Corps provides to Supplier that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Supplier will return to Mercy Corps all confidential information provided by Mercy Corps to Supplier. This confidentiality obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Contract.

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

15. **Termination and Remedies.** This Contract may be terminated under the following circumstances:
   
   a. by both Parties on mutual written agreement of the Parties;
   
   b. by Mercy Corps immediately upon written notice in the event Mercy Corps’ donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract;
   
   c. by either Party due to the non-terminating Party’s breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;
   
   d. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
   
   e. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event termination is due to Mercy Corps’ breach of this Contract, by Mercy Corps for Mercy Corps convenience, due to force majeure event, or due to loss of funding, Mercy Corps shall be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination.
If Mercy Corps determines that Supplier has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps may, in addition to any other remedies for such breach available at law or in equity, (i) terminate this Contract; (ii) reject any Goods delivered; (iii) return any Goods already accepted and obtain full repayment for any amount paid for such Goods; (iv) if Supplier breaches Section 10(j), withhold payment until such investigation, suspension or debarment is lifted; and (v) if Supplier breaches any of Section 10(e), (f), (g), (h) or (i), not pay for any Goods that have been accepted but that have been consumed or otherwise cannot be returned to Supplier and report the breach to Mercy Corps donors and appropriate governmental authorities.

16. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.

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

18. Additional Donor Terms and Conditions. The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Supplier and Mercy Corps. In the event of a conflict between the Donor Terms and this Contract or any other document between Supplier and Mercy Corps, the Donor Terms will prevail.

19. Miscellaneous.
   a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
   b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
   c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
   d. Time is of the essence of each and every obligation of Supplier under this Contract.
   e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without
invalidating the remainder of such provision or any remaining provisions of this Contract.

f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Purchase Contract has been duly executed as of the date first written above.

MERCY CORPS

By: ________________________________  By: ________________________________

Name: ______________________________

Title: ______________________________

______________________________

______________________________
SCHEDULE I

Additional Terms

1. Goods: ________________________ (the “Goods”). All Goods must precisely comply with the specifications attached hereto as Schedule II (the “Specifications”).

2. Quantity: ________________________.

3. Packing Requirements: ________________________ (the “Packing Requirements”).

4. Delivery Location: ________________________ (the “Delivery Location”).

5. Delivery Date: ________________________ (the “Delivery Date”).

6. Transportation and Unloading Terms: ________________________.

7. Pricing:
   a. Unit Price(s): ________________________ (the “Unit Price(s)”).
   b. Total Price: ________________________ (the “Price”)

8. Additional Payment Terms (if any): [If applicable, include any invoicing or payment terms that differ from the standard contract and include the following statement: “To the extent necessary to ensure consistency between these terms and the terms of the Purchase Contract, in the event of inconsistency the terms in this clause shall prevail.”] [If not applicable, simply state “Intentionally Omitted.”]

9. Authorized Representatives and Contact Information:
   a. Mercy Corps: Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract and any Change Order:

   ________________________
   ________________________
   ________________________ Attn: ________________________
   Fax: ________________________
   Email: ________________________

   Only the following Mercy Corps employees are authorized to accept or reject Goods or sign on any GRN.

   ________________________
   ________________________
   ________________________ Attn: ________________________
b. **Supplier:** Supplier’s authorized representative for all purposes is:

   ____________________
   ____________________
   ____________________

   Attn: ____________________
   Fax: ____________________
   Email: ____________________

10. **Donor Terms:** [None] [The terms and conditions attached hereto as Schedule III (the “Donor Terms”).]

**SCHEDULE II**

**Description of the Goods and Specifications**

1. **Specifications for the Goods:** The Goods must all strictly adhere to the following specifications:

**Product Technical Specifications**

<table>
<thead>
<tr>
<th>Performance Details</th>
<th>Brightness Setting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Measure</td>
<td>4 lamps on (200-300lm)</td>
</tr>
<tr>
<td>Full battery run time* (hours)</td>
<td>7 hours Minimum</td>
</tr>
<tr>
<td>Run time per day of solar charging* (hours)</td>
<td>5.5 hours Minimum on the brightest setting</td>
</tr>
<tr>
<td>Total light output (lumens)</td>
<td>400 Minimum</td>
</tr>
<tr>
<td>Total area with illumination &gt; 50 lux** (m²)</td>
<td>0.3 Minimum</td>
</tr>
<tr>
<td>Total lighting service (lumen-hours / solar-day)</td>
<td>2400</td>
</tr>
</tbody>
</table>

**Lighting Details**

<table>
<thead>
<tr>
<th>Lamp type</th>
<th>LED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of light points</td>
<td>Minimum 10 LEDs in each bulb</td>
</tr>
<tr>
<td>Color characteristics</td>
<td>CRI 81</td>
</tr>
<tr>
<td></td>
<td>CCT &quot;Near Daylight&quot; (3000-5000 K)</td>
</tr>
<tr>
<td>Distribution type</td>
<td>Wide</td>
</tr>
<tr>
<td>Lumen maintenance</td>
<td>98% of the original output remains after 2,000 hours run time</td>
</tr>
</tbody>
</table>

**Special Features**

<p>| Mobile charging | USB and micro-USB ports included for mobile phone charging |</p>
<table>
<thead>
<tr>
<th>Current Lighting Global quality-verified product</th>
<th>Product must be a current Lighting Global quality-verified product. A copy of the product verification letter is required as evidence of quality verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAYG</td>
<td>Pay-as-you-go enabled (compactable with Mobile Money technology) – preferably on Angaza PAYG platform</td>
</tr>
<tr>
<td>Solar Charge Indicator</td>
<td>Digital LED meter to display charge effectiveness to help optimize solar panel placement</td>
</tr>
<tr>
<td>Battery Indicator</td>
<td>Digital LED meter to display the remaining battery power</td>
</tr>
<tr>
<td>Power Control</td>
<td>Battery management technology to automatically switch the lamps to low-power mode when the battery is running dry, yielding additional charge</td>
</tr>
<tr>
<td>Warranty</td>
<td>Minimum of 2 years warranty</td>
</tr>
</tbody>
</table>

**Durability**

<table>
<thead>
<tr>
<th>Overall durability and workmanship</th>
<th>PCB Module must pass the Lighting Global drop test ¹⁴</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durability tests passed</td>
<td>Switch and connector cycling, strain relief test, and physical ingress protection test</td>
</tr>
</tbody>
</table>

**Solar Details**

<table>
<thead>
<tr>
<th>PV module type</th>
<th>Polycrystalline/monocrystalline</th>
</tr>
</thead>
<tbody>
<tr>
<td>PV module size</td>
<td>10-15 watts</td>
</tr>
</tbody>
</table>

**Battery Details**

<table>
<thead>
<tr>
<th>Battery replace ability</th>
<th>Must be easily replaceable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery chemistry</td>
<td>Lithium iron phosphate</td>
</tr>
<tr>
<td>Battery package type</td>
<td>26650 x 3</td>
</tr>
<tr>
<td>Battery capacity</td>
<td>9600 mA Minimum</td>
</tr>
<tr>
<td>Battery nominal voltage</td>
<td>3.2 V</td>
</tr>
<tr>
<td>Appropriate battery protection circuit</td>
<td>Pass Lighting Global standard (consider insulated plastic sleeve)</td>
</tr>
</tbody>
</table>

**Add On Loads**

| Radio                            | System must include radio (Rechargeable MP3 FM radio/digital audio speaker with external antennae) |


⁴ Lighting Global quality assurance program [https://www.lightingglobal.org › Quality Assurance Program](https://www.lightingglobal.org › Quality Assurance Program)
Donor Terms

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

(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 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 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 labor, and the respect of basic social rights and working conditions based on international labor standards.

**Authorized on behalf of Mercy Corps**

Name & Title: 

Signature: 

Date: 

**Authorized on behalf of Vendor**

Name & Title: 

Signature: 

Date:
## 7. Attachments to the Tender Package

### Attachment 2 - Price Offer Sheet template

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Home System with full 12 months PAYGO integration and service support(See Schedule II for specifications).</td>
<td>1900</td>
<td>pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation and Importation to the Freeport of Monrovia Liberia (DAP)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One year service support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products after sales warranty</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total before tax:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Tender #:  

---

Purchase Contract No: [TO ADD]
## 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

<table>
<thead>
<tr>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Any other names company is operating under (Acronyms, Abbreviations, Aliases)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous names of the company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone/Fax Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Avg. Value of Stock on Hand (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Government-owned (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name(s) of Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

---

**Purchase Contract No:** [TO ADD]  
**PAGE 2 OF 29**
<table>
<thead>
<tr>
<th>Name(s) of Company Owner(s)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parent companies, if any</td>
<td></td>
</tr>
<tr>
<td>Subsidiary or affiliate companies, if any</td>
<td></td>
</tr>
</tbody>
</table>

### Financial Information

<table>
<thead>
<tr>
<th>Bank Name and Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name under which company is registered at bank</td>
<td></td>
</tr>
<tr>
<td>Payment Terms</td>
<td>Payment By: Check Yes</td>
</tr>
<tr>
<td>Specify Standard Payment Terms (Net15, 30, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

### Product/Service Information

<table>
<thead>
<tr>
<th>List Range of Products/Services Offered</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis For Pricing (Catalog, List, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

### References

<table>
<thead>
<tr>
<th>Client Name:</th>
<th>Contact Name, Phone, Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name:</td>
<td>Contact Name, Phone, Email Address:</td>
</tr>
<tr>
<td>Client Name:</td>
<td>Contact Name, Phone, Email Address:</td>
</tr>
</tbody>
</table>
**Supplier Self-Certification of Eligibility**

Company certifies that:

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

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: _________________________________________