# Invitation to Tender

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| **Tender Name: Provision of Security Service for All Mercy Corps Locations.** | | **Tender No: NIG/ABV/TEN39** |
| Location: (Abuja, Biu, Gombe, Maiduguri, Yola, Damaturu,\_ Nigeria) | Correspondence Language(s): English | |
| Brief Summary Description of Project:  Mercy Corps is a global organization powered by the belief that a better world is possible. Mercy Corps started its operations in 1979 in Portland, USA and has since expanded to 43 countries worldwide. The organization exists to alleviate suffering, poverty and oppression by helping people secure productive and just communities. Our work focuses on areas of emergency relief, sustainable economic development, gender and education. Mercy Corps has been in Nigeria since 2012 and has grown into a multi-sectoral country office with more than 150 staff across offices in FCT, Gombe, Maiduguri, Biu, Kano, Lagos, and Jos where more than 500,000 beneficiaries are served.  Mercy Corps Ltd/Gte Nigeria is seeking for Security service provider for Mercy Corps offices in Abuja, Maiduguri and Biu Field Locations and associated sub-offices. respectively for a period of 12 months with possible further extension subject to Mercy Corps Ltd/Gte decision and satisfactory performance of the contract | | |

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| **Tender Package Available from:**  **(15th / July / 2021)** | **Tender Package Pickup Location:**  **Tenders are available to download from:** [**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders) |
| **Deadline for Offer Submission:**  **(25th / July /2021; 12:00 noon)** | **Submit Offers to:**  **For Hard copy Submission**  Proposal Subject: **“NIG/ABV/TEN39 Provision of Security Service for All Mercy Corps Locations.”**  at Plot 166, Ummaru Dikko Street, Jabi. Abuja  **For Email submissions,**  Proposal Subject “**“NIG/ABV/TEN39 Provision of Security Service for All Mercy Corps Locations.**” should be sent to [tenders@mercycorps.org](mailto:tenders@mercycorps.org) |

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

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| **Questions and Answers (Q&A)** | |
| If any, Submit Questions in writing to: ([**qa-ng-tenders@mercycorps.org**](mailto:qa-ng-tenders@mercycorps.org)) | |
| Last Day for Questions:  (20 / July / 2021; 3:00 pm) | Questions will be answered by:  (22 / July / 2021; 3:00 pm) |
| Questions will be answered through: ([**qa-ng-tenders@mercycorps.org**](mailto:qa-ng-tenders@mercycorps.org)) | |

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

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# General Conditions for Tender

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

**2.1 Mercy Corps’ Anti-Bribery and Anti-Corruption Statement**

**Mercy Corps strictly prohibits**:

* *Any form of bribe or kickback in relation to its activities*

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

* *Conflicts of interests in the awarding or management of contracts*

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

* *The sharing or obtaining of confidential information*

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

* *Collusion between/among offerors*

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

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

[**integrityhotline@mercycorps.org**](mailto: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 [180 days] from its date of submission.
* All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
* Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
* Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
* This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

**2.3 Supplier Eligibility**

Suppliers may not apply, and will be rejected as ineligible, if they :

* Are not registered companies
* Are bankrupt or in the process of going bankrupt
* Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
* Have been guilty of grave professional misconduct
* Have not fulfilled obligations related to payment of social security and taxes
* Are guilty of serious misinterpretation in supplying information
* Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti Corruption Statement
* Supplier (or supplier’s principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

**2.4 Response Documents**

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

**2.5 Acceptance of Successful Response**

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

**2.6 Certification Regarding Terrorism**

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

# Criteria & Submittals

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| **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 be in good standing with its governing tax authority * Tax Registration/Identification Certificates * Evidence of Financial Capability |
| **3.3 Tender Submittals**  Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.  **Documents supporting the Eligibility Criteria:**   * Legal Business Registration certificate (CAC Cert.) * Tax Clearance Certificate - 2020 * License to operate as private guards’ company from National Security and Civil Defense Corps   **Documents to conduct the Technical Evaluation and additional Due Diligence:**   * + - 1. **Company Profile** * Bidding company should provide a list of clients (INGO’s UN, Embassies Preferred) with evidence of at least 3 contractual documents * Evidence of Network across Nigeria, state Number of Branches, physical address of each location, with company point of contact, email and telephone no. * State clearly years of operation and provide evidence you’re your first contractual document.   + - 1. **Emergency Response** * Clearly explain your company’s capacity to respond in emergency, list the type of emergency and the estimated time of response. To be provided on company’s letter head * Does your company have a 24hr manned control room at base and provide a verifiable company point of contact and telephone no for this service and locations the service is available for. To be provided on company’s letter head * Explain clearly the mechanism used to communicate to guards on duty.   + - 1. **Guard Force Quality** * Provide any evidence of guard training program conducted for your guards. * What is your company supervision plan for guards? * What are the employment criteria’s for guards in your company? * List of Tools available to the guards. All Information to be captured on company’s letter head.  1. **Financial Status**  * Provide evidence of Financial Standing and an updated audit report for the year ending 2020 notarized by a Chartered Accountant.  1. **Filled Stamped and Signed Mercy Corps Supplier Information Form.**   **Price Offer:**  The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price.  No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.  Offerors must not include VAT and customs duties in their offer. However, Mercy corps Charge WHT in line with government regulation in Nigeria |
| **3.4 Currency**  Offers should be submitted in: NGN  Payments will be made in: NGN |

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| **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 which may be incurred by any Offeror in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation**  ***Trade-Off Method***  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can 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 criteria 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  When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:   |  |  | | --- | --- | | **Point** | **Rationale** | | 0 | Not acceptable; has not met any part of the specified criteria | | 1-4 | Has met only some minimum requirements and may not be acceptable | | 5 | Acceptable | | 6-9 | Acceptable; has met all requirements and exceeds some | | 10 | Acceptable; has exceeded all requirements |  |  |  |  |  | | --- | --- | --- | --- | | **Evaluation Criteria** | **Weight**  **(%)** | **Possible Points**  **(1 to 10)** | **Weighted Score** | | **(A)** | **(B)** | **(A\*B)** | | Company Profile | 20 |  |  | | Emergency Response | 20 |  |  | | Guard Force Quality | 30 |  |  | | Financial Status | 15 |  |  | | Price and Admin Charges | 15 |  |  | |  |  |  |  | | **TOTAL POSSIBLE SCORE:** | **100%** |  |  | |
| **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 * Restrictive Party Screening |

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# Offer Form

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| **Offerors must submit their own independent offer including at least (but not limited to):**   * All documents requested in the “Eligibility Criteria” section of this Tender Package * All documents requested in the “Tender Submittals” section of this Tender Package * All information listed in the “Documents Comprising the Proposal” section below   **All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.** |

***Documents Comprising the Proposal***

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

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

Mercy Corps is a global organization powered by the belief that a better world is possible. Mercy Corps started its operations in 1979 in Portland, USA and has since expanded to 43 countries worldwide. The organization exists to alleviate suffering, poverty and oppression by helping people secure productive and just communities. Our work focuses on areas of emergency relief, sustainable economic development, gender and education. Mercy Corps has been in Nigeria since 2012 and has grown into a multi-sectoral country office with more than 150 staff across offices in FCT, Gombe, Maiduguri, Biu, Kano, Lagos, and Jos where more than 500,000 beneficiaries are served.

**Scope of Work**

1. The Service Provider shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.
2. The Service Provider shall take all reasonable measures to ensure that the Service Provider's personnel conform to the highest standards of moral and ethical conduct. The Client may, at any time, request in writing the withdrawal or replacement of any personnel of the Service Provider assigned to perform work or services under this Contract. The Service Provider shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by The Client for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination of this Contract.
3. The Client shall not be liable for any action, omission, negligence or misconduct of the Service Provider's employees, agents, servants, or sub-Service Providers nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Service Provider's employees, agents, servants, or sub-Service Providers performing work or services in connection with this Contract.
4. The Service Provider shall reimburse The Client for any items stolen due to the negligence of the security guards.
5. In addition to the Service Provider’s routine screening, the proposed Guards and Supervisor shall be interviewed by the Client’s Operations Manager prior to acceptance by the Client. The Client is therefore at liberty to request for the replacement of any personnel found incompetent and the Service Providers required to provide immediate replacement.

**GUARD RESPONSIBILITIES**

1. **Ensuring that MCN staff can live and work safely on the premises**: Your job is to reduce the chance that a security incident will happen, and reduce the impact of any incident by reacting quickly and efficiently.
2. **Represent MCN in a positive manner:** The guard is the public face of the organization. It is expected that guards will be smartly dressed and clean, disciplined, alert, polite and treat ALL people with equal respect.
3. **Protecting MCN property and preventing theft of assets:** Raise the alarm. BUT - never put yourself at risk when facing an armed or aggressive intruder. Activate the panic alarm and communicate with your Control Room.
4. **Be alert at all times:** Remain aware of your surroundings. You are responsible for observing the site and noticing any changes or potential security risks. Promptly report any incident, damage or anything unusual.
5. **Be prepared for work:** You must be in your uniform at all times whilst on site. Have a functioning torch, whistle and a mobile phone charged and with sufficient air time. Come to work well rested. Bring your food and anything else that you will need. Keep your work area clean and free from litter.
6. **Control access of people and vehicles into and out of the compound:** Never let non-MCN person into the compound without following the visitor procedures. Be aware of people you have never seen before. Ensure all visitors and staff sign in on the *Daily Visitor Log sheet* and are signed out by the guard. You must not invite friends or relatives inside the MCN site.
7. **ABSOLUTELY NO FIREARMS or weapons are permitted inside MCN compounds.** Inform from the Security Manager IMMEDIATELEY if uniformed personnel or any other persons with weapons request access into the compound. Be vigilant to the possibility of visitors carrying weapons.
8. **Persons in Military or Police Uniform, Police or Military vehicles are NOT allowed inside MCN compounds.** Whilst MCN respects the roles and mandates of Police and Military, we are a Humanitarian organisation that follows the Humanitarian Principles of Neutrality, Independence and Impartiality. As such we do not receive uniformed visitors from these forces on our premises.
9. **Check that goods brought into the compound are expected; monitor what property leaves the site:** You should check that deliveriesare expected**.** If non-MCN staff are taking assets from the site and you have not been advised in advance, check with your MCN point of contact before allowing goods to be removed.
10. **Keep up to date records in the daily Register:** The daily Register must be updated at the time of all movements into and out of the site, all guard activities, and as soon as possible after an incident.
11. **Remain at your post at all times:** There must be at least one guard at the gate at all times. Regular patrols of the site should be made. If vulnerable areas have been identified these areas must have additional patrols or a guard based at this post as directed. No guard may leave the site during their shift, or before the next shift arrives. Always be on time. If you are unavoidably delayed or sick you should advise your supervisor as soon as possible so that cover can be arranged. If you wish to pray a space will be allocated within the compound.
12. **End of shift handover:** A hand over should be conducted at the end of each shift. Any concerns, relevant information or special instructions should be passed on. This must be logged in the Daily Register.
13. **Unacceptable behaviour:** Arriving for work under the influence of alcohol or any other intoxicating substance is unacceptable – anyone breaching this rule will be asked to immediately leave the premises. Guards found sleeping during a shift will not be accepted for further duties with MCN – the guard’s job is to be awake so that residents can work and sleep safely. Having two guards on night shift is not an opportunity for one to sleep.
14. **Residents should be comfortable in their compound:** Be quiet, polite and respect their private living space.
15. **Information Security:** Guards shall not disclose to any person whatsoever any information relating to MCN movements or business, as obtained in the course of their duties.

*REGULAR DUTIES OF GUARDS:*

**ACCESS CONTROL**

* Always open and close the door / gate yourself. Keep the door and gates bolted.
* Before opening the door to a visitor always obtain their name and the name of the person they are visiting. Confirm with the person they are visiting before allowing entry.

**STAFF**

* All staff not residing in the compound will fill in the staff log book on arrival and departure from the compound.

**VEHICLES**

* When you hear a vehicle arrive, check straight away.
* If a vehicle pulls up to the gate obtain the visitor’s details from the personal access door – do not open the vehicle gate without confirmation that they are expected.
* Only MCN vehicles, approved visitors and approved delivery/collection vehicles will be allowed to enter.
* Vehicles will only be allowed access one at a time.
* Vehicles may be subject to visual search of the interior and under vehicle mirror checks.
* Direct the vehicles to the visitor parking area.
* When people are exiting the site, the guard must let them out and bolt the door behind them.
* If vendors are standing in front of the gate politely ask them to move on.
* Do not allow parking of vehicles in front of the gate.

**VISITORS**

1. Visitors must provide the name of the MCN staff they are visiting – this must be confirmed with the staff member.
2. Visitors will be subject to a metal detector search.
3. Once confirmed, have the visitor fill the Daily Visitor Log Sheet.
4. Hand them a numbered Visitor Card. Keep their organisation ID card securely at the guard house. Their ID card will be returned in exchange for the Visitor Card when they leave.
5. Advise the visitor that they must always wear their Visitor Card whilst inside the compound.
6. If a visitor says that they are service personnel (electrician, carpenter) they must fill in the visitor book and confirmation must be sought from logistics.

**PATROLS**

* Walk around the perimeter of the site at irregular intervals - at least twice each hour.
* Check all spaces and vulnerable points for signs of an intruder or anything that could compromise security.
* Check that office doors and windows are locked - report if anything has been left open or unsecured.
* Check that that entrances and escape routes are clear of obstacles.
* Check for potential fire hazards and note down any maintenance issues (light bulbs out etc.)
* Check that no assets are missing or disturbed from their usual place.
* Check that no vehicles are parked outside the compound gate.
* Be alert to suspicious people or vehicles near the site, including people who may be watching the property.

**FIRE PROCEDURES:**

* In the event of a fire use your whistle and/or shout *“FIRE! FIRE! FIRE! ”*
* Call the fire service.Call the Security Manager.
* Ensure that all staff evacuate the building and remain at the assembly point.
* Attempt to extinguish the fire - Only if assessed as safe to do so.

**SECURITY INCIDENTS:**

* If there is an urgent/dangerous security situation at any time of day or night - Close and lock the gate immediately (unless the threat is inside).
* Blow the whistle, unless it is dangerous to do so - Alert the staff of the situation.
* Call the Security Manager stating *“EMERGENCY! EMERGENCY! EMERGENCY!”* on the mobile telephone. State your location and the type of incident.
* Remain at your post if it is safe, monitor the situation and follow instructions.

6. Sample Contract

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

**MASTER SERVICE AGREEMENT  
  
Contract No. \_\_\_\_\_\_\_**

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) entered into as of \_\_\_\_\_\_\_\_\_\_ by and between MERCY CORPS Ltd/Gte a not-for-profit organization incorporated under the laws of Nigeria with the Corporate Affairs Commission (RC1084490) as a company limited by guarantee having its head office at No 3 Adeleye Close, Usman Sarki Crescent, Utako, Abuja, Nigeria (**“Mercy Corps”)** represented by the Country Director, Darius Radcliffe.

And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**the Contractor**") an organization/company incorporated under the laws of Nigeria with Corporate Affairs Commission (RC……………..) having its office at ----------------------, represented by the Managing Director ------------------ is as follows:

1. **Master Agreement; Specific Services**. From time to time, Mercy Corps may request services from the Contractor. For each occasion on which the Contractor is willing to provide the requested services, the parties will enter into a task order (“**Task Order**” or “**TO**”) which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. The Contractor must notify Mercy Corps within the Task Order Offer Period time specified in Schedule I if it accepts a Task Order, rejects a Task Order or requires changes to a Task Order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the Task Order Offer Period has expired.
2. **Additional Terms and Defined Terms**. Additional Terms are specified in Schedule I hereto (the “**Additional Terms**”). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Task Order Offer Period, Authorized Representative, Key Personnel, Payment Terms, Services, TO and Scope of Work (SOW). “**Agreement**” means this Master Services Agreement and Schedule I, in each case as amended, modified or supplemented from time to time. Other terms may be defined throughout this Agreement as specified.
3. **Delivery of Services**.
   1. The Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions set forth in this Agreement and each TO.
   2. The Contractor will perform all Services through the services of The Contractor’s employees. The Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. The Contractor agrees that including the specific individuals named (if any) as Key Personnel in the Additional Terms is a material part of the bargain. The Contractor will not change the Key Personnel without prior notice and an amendment to the Additional Terms specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.
4. **Compliance with TOs and Changes to TOs.** Services will be provided strictly in accordance with each TO. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of The Contractor's performance under a TO by written notice to The Contractor specifying the changes. Unless mutually agreed, a change to a TO by Mercy Corps does not apply to Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, The Contractor's performance, an equitable adjustment may be made in the TO or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and The Contractor’s Authorized Representative.
5. **Non-Exclusivity.** This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a minimum purchase of services, Mercy Corps is not obligated to issue any Task Order to The Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a TO(s) for the minimum purchase amount.
6. **Invoicing and Payment**.
   1. The Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Additional Terms. Each invoice will include (i) the Contract Number and TO number; (ii) The Contractor’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v), if applicable per the Additional Terms, an itemization of the specified increments of time worked, (vi), if applicable per the Additional Terms, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps’ Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Additional Terms, Mercy Corps may dispute the invoice by sending The Contractor notice of such dispute after Mercy Corps receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps’ reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of The Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of The Contractor to complete the Services
   2. Except as otherwise provided in the Additional Terms, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 10 working days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
   3. Mercy Corps may off-set any amount it owes The Contractor against any amount The Contractor owes Mercy Corps.
7. **Taxes, Duties and Expenses**.
   1. Except as otherwise provided in the Additional Terms, The Contractor is responsible for all expenses incurred by it in performing under this Agreement and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to The Contractor, such as the Withholding Tax (WHT), Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to The Contractor an official receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
   2. In the event the Additional Terms do allow for reimbursement of The Contractor expenses, such expenses must be listed as acceptable expenses in the Additional Terms or the Task Order and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.
8. **Representations, Warranties and Additional Covenants**. The Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.
   1. The Contractor has full rights and authority to enter into and perform its obligations under this Agreement. The Contractor’s performance will not violate any agreement or obligation between The Contractor and any third party.
   2. The Contractor has the requisite skills to perform the Services in accordance with this Agreement.
   3. The Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by The Contractor of its obligations under this Agreement will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
   4. The Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
   5. The Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (<http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml>).
   6. The Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. The Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Agreement.
   7. The Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any TO. The Contractor did not seek or obtain confidential information related to the award of this Agreement or any TO from any Mercy Corps employee, agent or representative. The Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any TO, to set prices being offered or in any other way to interfere with free and open competition.
   8. The Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, The Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
   9. The Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
   10. The Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
9. **Independent Contractor**. The parties intend to be independent the Contractors. The Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.
10. **Work Product and Intellectual Property Rights**.
    1. “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that the Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any TO, (b) that results from or arises out of any services performed by the Contractor for Mercy Corps, (c) for which the Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
    2. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. The Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. The Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 10.
    3. The Contractor will promptly disclose in writing to Mercy Corps all Work Product that the Contractor creates, alone or jointly with others, in the performance of its obligations under this Agreement.
    4. The Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.
    5. The Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”.
11. **Confidentiality**. The Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Agreement to maintain, the confidentiality of: (i) any information Mercy Corps provides to the Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Agreement (including all Statements of Services); and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, the Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to the Contractor.
12. **Indemnification**. The Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Contractor arising out of, in connection with, or as a result of this Agreement, any failure by the Contractor to fully perform its obligations under this Agreement or any breach by the Contractor of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.
13. **Termination and Remedies.** 
    1. Provided no TO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 days prior written notice to the other party.
    2. Any TO may be terminated under the following circumstances:
       1. by both Parties on mutual written agreement of the Parties;
       2. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
       3. 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 the Contractor under the Additional Terms;
       4. by either Party due to the non-terminating Party’s breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;
       5. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Agreement; or
       6. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that the Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Mercy Corps may withhold any and all amounts owed to the Contractor until such breach is remedied.

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

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

1. **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 the Federal Capital Territory, Abuja, Nigeria. The language of the arbitration will be English. The cost of the arbitration will be equally borne by both parties.
2. **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 the Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final TO issued by Mercy Corps under this MSA.
3. **Additional Donor Terms and Conditions**. The Donor Terms (Annex xxx) are incorporated in this Agreement by reference and are fully binding on the Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Agreement (including any Additional Terms of TO) or any other document between the Contractor and Mercy Corps, the Donor Terms will prevail.
4. **Miscellaneous**.
   1. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
   2. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Agreement.
   3. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on the Additional Terms. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
   4. Time is of the essence of each and every obligation of the Contractor under this Agreement.
   5. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
   6. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
   7. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
   8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive the termination, cancellation of expiration of this Agreement.
   9. In the event that there is a conflict in term between this Master Services Agreement and any TO, the terms in the Master Services Agreement shall prevail unless the changed terms in the TO specifically state the section of the Master Services Agreement or Additional Terms that the TO is changing, in which case the new terms in the TO shall prevail only as to that TO.

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

|  |  |
| --- | --- |
| **MERCY CORPS**  By:  Name:  Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title: |

FINANCIAL REVIEW

By:

Name:

Title:

**SCHEDULE I**

**ADDITIONAL TERMS**

1. **Term:** This Agreement shall have an effective date of ………………………….. and, unless earlier terminated in accordance with Section 13, an expiration date of ……………………*[1 year]*.
2. **Offer Period:** [xxx] business days (“**Task Order Offer Period**”).
3. **Services:** In accordance with the terms of the Agreement, the Contractor agrees to perform the following services in the following manner.

a. Background:

Mercy Corps is a global organization powered by the belief that a better world is possible. Mercy Corps started its operations in 1979 in Portland, USA and has since expanded to 43 countries worldwide. The organization exists to alleviate suffering, poverty and oppression by helping people secure productive and just communities. Our work focuses on areas of emergency relief, sustainable economic development, gender and education. Mercy Corps has been in Nigeria since 2012 and has grown into a multi-sectoral country office with more than 150 staff across offices in FCT, Gombe, Maiduguri, Biu, Kano, Lagos, and Jos where more than 500,000 beneficiaries are served.

b. Scope of Work:

Mercy Corps Ltd/Gte Nigeria is seeking for Security service provider for Mercy Corps offices and guesthouses in Abuja, Maiduguri and Biu and Gombe States and associated sub-offices. Respectively for a period of 12 months with possible further extension subject to Mercy Corps Ltd/Gte decision and satisfactory performance of the contract

The term “**Services**” means all services, including delivery of all deliverables, described in all Task Orders**.**

1. **Pricing:**
2. **Invoicing & Payment Terms:** [Within *[10]* days at the end of each month] The Contractor will submit an Invoice in accordance with pricing as specified in the Agreement. Mercy Corps will make payment to The Contractor for all sums not in dispute within 30 days of receipt of The Contractor’s invoice(s) (the “**Payment Terms**”).
3. **Key Personnel:** *[if applicable, include a list of the The Contractor’s personnel (either by name or position, ideally both) that are key to the bargain and the project and that the The Contractor cannot change without prior approval. If not applicable, note “Not Applicable” here.] (the “Key Personnel”).*
4. **Authorized Representatives and Contact Information:** 
   1. **Mercy Corps:**  Only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Task Order or an amendment to a Task Order:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_   
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

Only the following Mercy Corps employees are authorized to receive invoices, accept or reject Services or sign SCRs.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_   
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Contractor:** Contractor’s authorized representative for all purposes is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_   
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Termination for Convenience Notice Period**: \_\_\_\_\_\_\_\_\_\_\_ (the **“Termination Notice Period”).**
2. **Donor Terms**:*):* The Donor Terms set forth in Schedule II to the Agreement are hereby incorporated in the Agreement by reference*].*

**SCHEDULE II**

**DONOR TERMS**

**EXHIBIT A**

**FORM TASK ORDER - FIXED PRICE**

**Task Order No. \_\_\_\_\_\_\_\_\_\_**

1. **The Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.
2. **Master Service Agreement No.**:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.
3. **Statement of Work (the “SOW”):** In accordance with the terms of the above-referenced Master Services Agreement, the Contractor agrees to perform the following services in the following manner:
   1. Task Order Scope of Work: [Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables]
   2. Deliverables: The The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 4 below:
      1. Deliverable 1: [Include a description of the individual deliverable, making sure they fit within the SOW stated in Schedule I of the MSA.
      2. Deliverable 2: [add additional deliverables as needed]
4. **Performance Period:** This Task Order shall have an effective date of XXX and, unless earlier terminated in accordance with Section 13 of the Agreement, an expiration date of XXX**.** The individual due dates of each deliverable are as follows:

|  |  |  |
| --- | --- | --- |
| Deliverable  # | Deliverable Description | Deliverable Due Date |
|  |  |  |
|  |  |  |

1. **Price:** This is a fixed price Task Order. Mercy Corps agrees to pay The Contractor no more than *[describe the price per deliverable]* for services rendered under this Task Order.Payment for deliverables will be made according to the schedule below: *[Refer to the Service Agreement template for more guidance regarding Cost Reimbursable or Time and Materials payment and pricing terms.]*

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable  # | Deliverable Description | Deliverable Price | Total Price |
|  |  |  |  |
|  |  |  |

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

**DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MERCY CORPS THE CONTRACTOR**

Name: Name:

Title: Title

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| For Mercy Corps internal purpose only | | | | |
| PR Number | Fund Code | GL Account | LIN Code | Office Code |
|  |  |  |  |  |

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

**Attachment 2 -Price Offer Sheet template**

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| --- |
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