

# Tender Package — Request for Bid (RFB) for Vehicle



## 1. Invitation to Tender for Vehicles Purchase

<b>Tender Name: Procurement Of: Vehicles Purchase</b>		<b>Tender No: ADD-2261/2023</b>
<b>Location: Addis Ababa Ethiopia</b>	<b>Correspondence Language(s): English</b>	
<b>Brief Summary Description of Project:</b> <p>Mercy Corps is a leading global humanitarian organization working with a mission of alleviating suffering, poverty, and oppression by helping people build secure, productive, and just communities in over 40 countries around the world, powered by the belief that a better world is possible. In Ethiopia, Mercy Corps has been operating since 2004 implementing development and humanitarian programs in Addis Ababa, Afar, Amhara, Gambella, Oromia, SNNPR, and Somali regions, aiming towards the emergence of a peaceful and prosperous Ethiopia.</p> <p>For its project implementations, Mercy Corps needs 6 vehicles that match the specifications mentioned below. The purchase will be made with the fund from the USAID.</p>		

<b>Tender Package Available from:</b> <b>22<sup>nd</sup> May 2023 8:00AM</b>	<b>Tender Package Pickup Location:</b> <b>Bidders can download from: <a href="http://www.mercycorps.org/tenders">www.mercycorps.org/tenders</a></b> <b>OR</b> <b>Collect from Mercy corps Addis Ababa office Tel. No.251-1-11-110777 P.O. Box 14319, Hayahulet Golagul Square, Afro building Addis Ababa</b>
<b>Deadline for Offer Submission:</b> <b>10<sup>th</sup> June 2023 10:00 AM</b>	<b>Submit Offers to:</b> <b>Submit Offers to:</b> <b>Mercy corps Addis Ababa office Tel. No. 251-1-11-110777 P.O. Box 14319, Hayahulet Golagul Square, Afro building Addis Ababa;</b> <b>OR Electronic copy can be sent by <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a></b>

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

### Questions and Answers (Q&A)



# Tender Package — Request for Bid (RFB) for Vehicle



If any, Submit Questions in writing to: (Physical location, website and/or email if applicable)  
Yeka Sub-City, Kebele 08 and House No. 377 in the city off Addis Ababa, Tel. No. 011-1110777, P.O. Box 14319; OR to [et-tender-questions@mercycorps.org](mailto:et-tender-questions@mercycorps.org)

Last Day for Questions:  
**6<sup>th</sup> June 2023, 10:00 AM**

Questions will be answered by:  
**7<sup>th</sup> June 2023**

Questions will be answered through (Physical location, website and/or email if applicable)  
All prospective bidders will access consolidated questions and answers on  
[www.mercycorps.org/tenders](http://www.mercycorps.org/tenders) alongside the tender package

## Documentation Checklist

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

## 2. General Conditions for Tender

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

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

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities  
This prohibition includes any *request* from any MercyCorps 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.







# Tender Package — Request for Bid (RFB) for Vehicle



- The sharing or obtaining of confidential information  
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- Collusion between/among offerors  
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.
- Any form of exploitation, abuse, human trafficking or internal sexual misconduct  
Mercy Corps requires its partners to adhere to its Safeguarding policies including the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. Mercy Corps will not engage with a company that is found to be in violation of these policies.

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

<http://mercycorps.org/integrityhotline>

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

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

## 2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [180 days] from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented





## Tender Package — Request for Bid (RFB) for Vehicle

to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.

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

### 2.3 Supplier Eligibility

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

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

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

### 2.4 Response Documents

Offerors must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

### 2.5 Acceptance of Successful Response

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

### 2.6 Certification Regarding Terrorism

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

## 3. Criteria & Submittals





## 3.1 Contract Terms

Mercy Corps intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6.

## 3.2 Specific Eligibility Criteria

Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

### Eligibility Criteria:

1. The offeror must be in good standing with its governing tax authority.
2. Being an eligible business under applicable laws and regulations and should be in good standing with any taxation or legal authority.
3. Having a satisfactory record of performance and business ethics based on information available to Mercy Corps
4. Should have Renewed Business License, VAT and TIN certificates and attach with the bid document
5. Should submit bid document in a Sealed Envelope with Copy-Indicating “Original” and “Copy” and Technical and Financial with separate Envelope if not Automatically Rejected.
6. Should attach Manufacturer’s authorization letter to provide vehicles to Ethiopia.

## 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.

- Attach lists of references including their contact information (Required)
- Attach company profile (2 pages maximum) (Required)
- Attach Renewed Business License of Vehicle importer, VAT and TIN certificate,
- Should attach Tax payment assurance from concerned government body.
- Previous work experience (reference letter) should be attached.
- A sealed bid document with two Copies-Indicating “Original” and “Copy” and Technical and Financial in separate Envelope should be submitted.
- Bidders should indicate the tender number and write “Bid for Vehicle Purchase” on the bid document.

### Supplier should:

- Supply the vehicles with the right quality and quantity indicated.
- Warranty certificate should be attached.
- Bidders must mention the delivery time, terms of payment and attach detailed specifications and mention origin.
- Failure to comply with any of the conditions indicated above will result in automatic rejection.
- Mercy Corps reserves the right to reject the bid fully or partially.
- Bids received after the deadline will not be considered.





**Price Offer:**

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.

Price should be including VAT and related costs

**3.4 Currency**

Offers should be submitted in: USD

Payments will be made in: USD

**3.5 Tender Evaluation (LPTA Selection Method)**

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

Evaluations will be conducted as described in the following subsections:

**3.5.1 Technical Evaluation**

*Lowest Price, Technically Acceptable (LPTA)*

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

Only offerors who pass all criteria will move on to the next round of evaluation.

Pass/fail technical criteria are as follows:

Evaluation Criteria	Pass or Fail?
Specifications must be as mentioned on this document	
Manufacturer's authorization letter to supply vehicles to Ethiopia must be attached	
Delivery time (30-60days)	
Business License and VAT and TIN Certificates should be attached	
Bank Statement indicating transactions of the past three months and with current balance 500,000 birr and above should be attached.	
Bidders need to have experience of 5 years and more in this business	
The supplier follow quality standards and certifications, such as ISO , and implement quality control measures?	





# Tender Package — Request for Bid (RFB) for Vehicle



36 months or 100,000 kms warranty period for the maintenance service

## 3.5.2 Financial Evaluation and Price/Cost Analysis

All suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) will be accepted as the winning offeror(s) assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.3.

## 3.5.3 Additional Due Diligence

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

- Reference Checks
- Supplier's facility visits

## 4. Offer Form

**Offerors must submit their own independent offer including at least (but not limited to):**

- All documents requested in the "Eligibility Criteria" section of this Tender Package
- All documents requested in the "Tender Submittals" section of this Tender Package
- All information listed in the "Documents Comprising the Bid" section below

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

### *Documents Comprising the Bid*

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

- Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
  - A detailed specification of the offered goods, services and/or works
  - Delivery time
  - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)





# Tender Package — Request for Bid (RFB) for Vehicle



Other important documents offeror feels need to be attached to support their bid

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

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

## 5. Scope of Work/Technical Specifications

### 5.1 Background

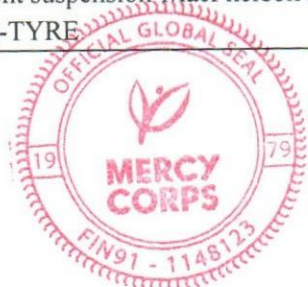
Mercy corps invites potential vehicle Suppliers/importers for the provision of vehicles with the below specifications.

Sl.No	Item Description	Unit	Quantity
1	TOYOTA -Hardtop HZJ76L-RKMRS-A3, Diesel, Station wagon, 5 doors, 10 seats OR EQUIVALENT	Pcs	4
2.	PRADO, GDJ150L-GKTEY G2-TechnicalCharacteristics-2.8L TX-L-6-Auto 4x4 OR EQUIVALENT  2.1 Engine Number of cylinders 4 Max torque Nm - 500/1600 Max power kW/Rpm-150/3000-3400 Max power HP/rpm- 204/3000-3400 Engine Type- Cylinder in line Fuel type- Diesel Displacement (cc)-2755 2.2 BODY-No of Doors-5 2.3 Dimension Dimensions (Lx w x h) in mm- 5010 x 1885 x 1890 Wheelbase in mm-2790 Ground clearance (mm- 215 Turning radius (m)- 5,8 Approach angle -31 Departure angle-25 2.4 Transmission Transmission- All time 4x4 Gearbox Manual - Automatic Rear differential- Manual locking Central differential-Limited Slip 2.5-Weight/Capacities Number of seats- 7 Gross vehicle weight (kg)- 2990	Pcs	1



# Tender Package — Request for Bid (RFB) for Vehicle

	<p>Curb weight (kg) -2420          Fuel tank capacity (L)-87          Additional fuel tank capacity (L)-63          2.6-Brake          Rear Brake-ventilated Discs4x4          Front <b>Brake-Ventilated Discs</b>  <b>2.7-Suspension</b>  <b>Rear Suspension-Coll type</b>  <b>Front suspension-Double Triangle</b>  <b>2.8-Tyres- 265/65 R17</b>  <b>2.9-Exterior- 2.8L TX-L 6-Auto-4x4</b>  <b>2.10 wheels-Aluminum</b></p>		
3.	<p>Corolla Cross, ZSG10L-HHXGK -T3, 1.8L Executive CVT OR EQUIVALENT</p> <p>Petrol,5 doors,          3.1-Engine          Number of cylinders -4          Engine Type- Cylinder in line          Fuel System -Direct injection          Fuel type- Petrol          Displacement (cc) -1798          Max power HP/rpm - 140/6400          Max torque Nm-172/4000          3.2-BODY          Body Style-SUV          No of Doors-5          3.3-Dimension          Ground clearance (mm) -161          Wheelbase (mm)- 2640          Dimensions (Lxwxh) in mm-4460 x 1825 x 1620          3.4-Transmission          Gear Box-Automatic CVT          3.5-Weight/Capacities          Number of seats- 5          Fuel tank capacity (L)- 47          Trunk volume (L) -401          Curb weight (kg) -1395          Gross vehicle weight (kg)-1815          3.6-Brake          Parking brake- Manual          Rear brake- Discs          Front brake-Ventilated discs          3.7-Suspension          Rear suspension- Torsion bar          Front suspension-MacPherson strut          3.8-TYRE</p>	pcs	1







# Tender Package — Request for Bid (RFB) for Vehicle

	Tyre Dimension-215/60 R17  3.7-EXTERIOR-1.8L Executive CVT Roof rail - Bumper - Front& Rear -Body Color Folding side mirrors Electric Adjustable side mirrors Electric Door mirrors- Body color Wheels-Aluminum		
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## 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.

### 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





# Tender Package — Request for Bid (RFB) for Vehicle



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-shipment 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.





# Tender Package — Request for Bid (RFB) for Vehicle



## 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/qa\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/qa_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.





# Tender Package — Request for Bid (RFB) for Vehicle



- 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 of 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





# Tender Package — Request for Bid (RFB) for Vehicle



- 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, , 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.





# Tender Package — Request for Bid (RFB) for Vehicle



- 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.

## Annex X

### Other WFP and Hilton Foundation Contract Provisions Required by Law

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

1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:
  - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
  - (ii) Procure a commercial sex act during the period of this Contract;
  - (iii) Use forced labor in the performance of the Contract; or
  - (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
    - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
    - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
      - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;





# Tender Package — Request for Bid (RFB) for Vehicle



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

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

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

6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
7. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
  - (a) The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps Office of the Inspector General.
  - (b) The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
  - (c) If Mercy Corps, or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
  - (d) Definitions:

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.
  - (e) The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.
8. Contractor must disclose, in a timely manner, in writing to the Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.
9. The policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is





# Tender Package — Request for Bid (RFB) for Vehicle

intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

10. The Contractor agrees to incorporate the terms of "Annex X" word-for-word in all of its sub-contracts funded under this Contract, if any.

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

## MERCY CORPS

## CONTRACTOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Sign. \_\_\_\_\_

Date: \_\_\_\_\_ Sign. \_\_\_\_\_

## FINANCE REVIEW:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Sign. \_\_\_\_\_

## 7. Attachments to the Tender Package

### Mercy Corps

### Supplier Information Form

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





# Tender Package — Request for Bid (RFB) for Vehicle

*Please complete all fields.*



## Supplier Information

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____ Email Address: _____
# of Staff	
# of Locations	
Avg. Value of Stock on Hand (USD)	
Government - owned (yes/no)	
Name(s) of Board of Directors	





# Tender Package — Request for Bid (RFB) for Vehicle



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

## Financial Information

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

## Product/Service Information

List Range of Products/Services Offered	
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# Tender Package — Request for Bid (RFB) for Vehicle



Basis For Pricing (Catalog, List, etc.)	

## References

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





# Tender Package — Request for Bid (RFB) for Vehicle



## Supplier Self-Certification of Eligibility

Company certifies that:

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







# Tender Package — Request for Bid (RFB) for Vehicle

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: \_\_\_\_\_

## **FOR MERCY CORPS USE ONLY**

Following documents have been provided [Update according to sections 3.3 and 4 of the Tender Package]:

Documents	
Legal Business Registration	
Latest Tax Registration Certificate (VAT and TIN)	
Qty., U.Price....	
Detailed specifications	
Company Profile	
References from previous work projects	

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date\* \_\_\_\_\_

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



**Attachment 2**



# Tender Package — Request for Bid (RFB) for Vehicle



Price Offer Sheet				
Item Description	Quantity	Unit of Measure	Unit Price	Total Price
1. TOYOTA Land Cruiser, Hard Top, Station Wagon, Engine model 1HZ, Manufactured year 2021-2023; Model Code HZJ76L-RKMRS-A3, 4WD, 5 doors, 9 Seat, 4x4, LH Drive, with assembled heavy duty Roof Rack, A/C, Radio Cassette and spare Tyre, white colour, minimum 135 horsepower, consumption (combined measure): below 13L/100km, Load capacity: minimum 2190Kg, Manual drive, Fuel: Gasoil, Fuel type: Diesel	4	unit		
2. PRADO, GDJ150L-GKTEY G2	1	unit		
3. Corolla Cross, ZSG10L-HHXGK T3, Petrol, 5 doors,	1	unit		
<b>Total before tax:</b>				
<b>VAT (if applicable)</b>				
<b>Total:</b>				
<b>Company Name:</b>				
<b>Name of Representative:</b>				
<b>Title:</b>				
<b>Signature:</b>				
<b>Date:</b>				
<b>Tender #:</b>				

**N.B: Price must be duty free and including all costs and CIP Addis Ababa**



## Quality Control Plan

PR/MAR #: ADD-2261/2023

PR/MAR Description: Procurement of the below listed vehicles:

1. TOYOTA -Hardtop HZJ76L-RKMRS-A3, Diesel, Station wagon, 5 doors, 10 seats
2. PRADO, GDJ150L-GKTEY G2"
3. Corolla Cross, ZSG10L-HHXGK T3, Petrol,5 doors.

## Essential Specifications and Testing Requirements

### Major Input Materials

No.	Descriptions	Type and/or Specification	Built and/or Brands	Quality Control/Assurance	Non-Conformity
1	TOYOTA - Hardtop	HZJ76L-RKMRS-A3, Diesel, Station wagon, 5 doors, 10 seats)	Toyota/ Hardtop	Technical Inspection of the vehicle as per the specification of each part	- Vehicle should be supplied as per the manufacture specification.
				If any external and internal part of the vehicle miss one of the vehicles specifications	Reject Acceptance
2	PR ADO, GD J150L- GKTEY G2"	GDJ150L-GKTEY G2"	Toyota/ PRADO	Technical Inspection of the vehicle as per the specification of each part	Vehicle should be supplied as per the manufacture specification
				If any external and internal part of the vehicle miss one of the vehicles specifications	Reject Acceptance
3	Corolla Cross, ZSG10L- HHXGK T3, Petrol,5 doors	ZSG10L-HHXGK T3, Petrol,5 doors	Toyota/ Corolla Cross	Technical Inspection of the vehicle as per the specification of each part	Vehicle should be supplied as per the manufacture specification
				If any external and internal part of the	Reject Acceptance





# Tender Package — Request for Bid (RFB) for Vehicle



				vehicle miss one of the vehicles specifications	
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## Contract Testing Requirements

See table above - Essential Specifications and Testing Requirements---Pre delivery Inspection/PDI will be done upon delivery.

## Non-Conformance

See "non-conformity" column under the table above - Only vehicles that satisfy the required specifications and testing requirements will be accepted.

MERCY CORPS ETHIOPIA OFFICE

