



Date: Jan. 8, 2025

Reference: Ad. – 006

## Advertising Tender Notice for Generator and Vehicle Sale

Mercy Corps is a non-religious, non-profit and non-governmental international humanitarian organization.

Mercy Corps invites you to our exclusive Generator and Vehicle Sale Tender at our Erbil office.

Buyers are allowed to submit their offer for: -

- Lot 1 (Generator) and Lot 2 (Vehicle)
- Partially for selected items.

(Kindly ensure that you clearly indicate this on your offer submitted to Mercy Corps.)

Please see details of which below: Vehicle is located at Empire Diamond in the basement park below Block C, and Generator is located in Gazna Road, RMS stores, store no.8

Item Asset#	Qty.	Brand Name	Model	S No1	S No2	Date of Purchase
Lot 1 – Generator						
IRQ/MUS/0234	1	Perkins/ 88 KVA 6 cylinders	NA	36539900037	RS51277U683162E	30-Sep-2020
Lot 2 - Vehicle						
IRQ/EBL/1011	1	Toyota - Fortuner	2014	MHFZX69G607067171	NA	30-Jul- 2015

### MERCYCORPS-GENERATORSALETERMSANDCONDITIONS:

1. General conditions for this sale can be found in **Annex B** of this document. **All Mercy Corps terms and conditions apply, to be signed and submitted.**
2. **Inspection:**
  - Items can be inspected on Wednesday Jan. 15, 2025, at the storing locations (Generator at Mercy Corps storage, Gazna Road, RMS stores, store no.8. and Vehicle at Empire Diamond in the basement parking space below Block C.)
  - Please feel free to reach out to us through calling 07704718701 or 07704718783 or via email at [shhameed@mercy Corps.org](mailto:shhameed@mercy Corps.org) to arrange an inspection appointment for the specified dates mentioned above.
3. **Offer Submission:**

Offers must be submitted via email at [tenders@mercy Corps.org](mailto:tenders@mercy Corps.org), latest by Wednesday Jan. 22, 2025, 11:00AM Arabian Standard Time (UTC+3), late submissions after the deadline will not be considered.

**Offers must include the following:**

- A detailed list of what you are offering for, specifying the model and any relevant specifications.
- Specifying which line items you have offered for, as mentioned above, you can offer in full or partially.
- Clear pricing information for each item, including unit price, currency, and total bid amounts.
- Bidders can offer fully or partially.
- Tax clearance for the company.
- Legal registration renewed (preferred 2025).
- Business bank account with company name.
- A scanned copy of passport and National ID should be submitted for individual buyers or company owners.
- Signed Conflict of Interest declaration, download and sign and submit with offer (can be found in **Annex C** of this document)
- Mercy Corps General Sale Conditions, download, sign and submit with offer (can be found in **Annex B** of this document).
- Price Offer Sheet, download and complete (**Annex A** of this document).

Mercy Corps bears no responsibility for any transportation, taxation or any associated costs. All items are sold "as-is" and "where-is," with buyers being accountable for conducting their own inspections.

**4. Offer Opening:**

The opening of offers will take place on Thursday Jan. 30, 2025, at 10:00 am at Mercy Corps office in Erbil. Bidders who have submitted offers are invited to attend the bid opening. Please confirm your willingness to participate in the bid opening by calling us on 07704718701. This will allow us to share more details on the venue (e.g. meeting room details etc.). Your presence is highly encouraged, allowing you to actively participate in the unveiling of the bids.

**5. Payment:**

The winning bidders must complete payment within (5 working days) of offer acceptance. Payments should be made in the currency specified in the bid and collect the items within the 5 days allocated.

**6. Reserve Prices:**

Mercy Corps has a reserve price, reserve prices are in effect. The reserve price is the minimum amount below which Mercy Corps can decide that item will not be sold.

**7. Acceptance of Offers:**

Mercy Corps reserves the right to accept or reject any or all offers. In case of a tie, Mercy Corps may negotiate with bidders to determine the winning offer.

Bidders are responsible for understanding and complying with all terms and conditions. All bids are binding, and the winning bidder is obligated to complete the purchase.



Mercy Corps bears no responsibility for government related processes in relation to the transfer of title. Any financial responsibility in relation to the transfer of title is expected to be covered by the buyer of the assets. Including but not limited to any tax or other payments requested by the government entities.

Mercy Corps reserves the right to modify or update these terms and conditions at its discretion. Any changes will be communicated to all bidders.

For inquiries or additional information, please reach out to Shahad Hameed at [shhameed@mercy Corps.org](mailto:shhameed@mercy Corps.org) or 07704718783.

By participating in this sale, bidders acknowledge their understanding and acceptance of these terms and conditions. Mercy Corps appreciates your cooperation and wishes you the best in the bidding process.



### Annex A – Price Offer Sheet

Mercy Corps Iraq Price Offer Sheet - Sale of Assets										
#	Item Asset#	Qty.	Brand Name	Model	S No1	S No2	Accessories	Date of Purchase	Price with Currency	Remark by Buyer
1	IRQ/MUS/0234	1	Perkins/ 88 KVA 6 cylinders	NA	36539900037	RS51277U683162E	Silent Cover	30-Sep-20		
2	IRQ/EBL/1011	1	Toyota - Fortuner	2014	MHFZX69G607067171	NA	NA	31-Jul-15		
							Total before tax:			
							VAT (if applicable)			
							Total:			
							Currency: (IQD or USD)			

Company Name/ Individual:	
Name of Representative:	
Title:	
Signature:	
Date:	
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## **Annex B – General Sale Conditions**



### **General Conditions**

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.

#### **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:

<http://mercy Corps.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 - Offer 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 all proposals, if such an action is considered to be in the best interest of Mercy Corps.

### **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.

### **4 - Response Documents**

Offerors can either utilize the response documents contained in this 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.



**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.

**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



## **Annex C – Conflict of Interest Statement**



### **CONFLICT OF INTEREST STATEMENT**

I agree to fully disclose in writing to the Mercy Corps Country Director or equivalent that any business, agency, organization or person that is a potential or in-fact participant or beneficiary in Mercy Corps programs or is a potential or in-fact provider of goods or services to Mercy Corps, in which I, my relatives, my friends or my associates have an interest. I understand and agree that the determination by Mercy Corps that I have failed to disclose any such conflict of interest will be grounds for immediate dismissal without severance or any other benefit.

### **DISCLOSURE OF CONFIDENTIAL INFORMATION**

I understand and agree that I shall not disclose any information about Mercy Corps or its staff which is of a confidential nature, especially relating to bids, contract negotiation, purchasing information, or other financial or budget information without written authorization from the Mercy Corps Country Director. I understand and agree that the determination by Mercy Corps that I have disclosed confidential information will be grounds for immediate dismissal without severance or any other benefit.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_