

Tender Package Request for Bids (RFB)

1. Invitation to Tender

Tender Name: Construction of an odor control system in Jebb Jannine		Tender No: 444
Location: Bekaa - Lebanon	Correspondence Language(s): English/ Arabic	
Brief Summary Description of Project: Construction of an odor control system in Jebb Jannine		

Tender Package Available from: 6 May 2020	Tender Package available on: Daleel Madani Mercy Corps Website: https://www.mercycorps.org/tenders
Site Visit: NON MANDATORY Wednesday 27 May 2020 at 10:30 a.m.	Meeting Point: Jeb Janine solid waste facility – West Bekaa - Lebanon
Deadline for Offer Submission: 6 June 2020 at 4:00 Pm the latest	Submit Offers to: Electronic copies to tenders@mercycorps.org The email subject should clearly mention: Lebanon – Tender 444 – Construction of an odor control system in Jebb Jannine

Questions and Answers (Q&A)	
If any, Submit Questions in writing to: lb-tenders-questions@mercycorps.org	
Last Day for Questions: 1 June 2020	
All questions and answers will be uploaded on Mercy Corps Website on 2 June 2020.	

Documentation Checklist	
These documents are contained within this tender package:	<ul style="list-style-type: none"> 1- Invitation to Tender 2- General Conditions for Tender 3- Criteria and Submittals 4- Notes to Bidders 5- Offer Form 6- Scope of Work & Bill of Quantities 7- Attachments to Tender Documents (Bidder Information Form, Declaration of Eligibility, Price Offer Form, Additional Annexes) 8- Contract Template

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2. General Conditions for Tender

Mercy Corps invites offers for the goods described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of goods 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 bidders from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing bidders or competing offers, etc. Any information provided to one bidder must be provided to all other bidders.
- *Collusion between/among bidders*
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

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

integrityhotline@mercycorps.org

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

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

2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be

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furnished, including any required (but not limited to) bidder-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 bidders have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each bidder may make one response only.
- Each offer shall be valid for the period of 180 days from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Prices must include the registration/stamp fees in the Ministry of Finance in case of contract award.
- In case the payment terms require MC to pay an Advance Payment/Down Payment, the bidder must issue an Advance Payment Guarantee to MC for the same amount.
- Prices must include the provisions of all necessary guarantees such as but not limited to Performance Bond, Advance Payment Guarantees (if applicable)
- Pursuant to the Lebanese law (Lebanese Tax Law Chapter 6, Articles 41,42, 43), if the Supplier cannot provide evidence of registration with the Lebanese Ministry of Finance, MC will withhold from each payment made 2.25% taxes on goods and 7.5% taxes on Services.
- Bidders should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any bidder will be issued to that bidder. In some cases Mercy Corps may choose to issue clarifications to all bidders. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- Mercy Corps reserves the right to award this tender in part or full and to split the work amongst multiple bidders.
- 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 C

2.3 Bidder Eligibility

Bidders 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

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- 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
- Were declared at serious fault of implementation owing to a breach of their contractual obligations.
- 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 Bid Delivery

All bids and tender documents shall be submitted via email to Tenders@mercycorps.org on or before 25 May 2020.

2.5 Response Documents

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

2.6 Acceptance of Successful Bid

Taking into consideration the recommendation of the Selection Committee, Mercy Corps will make the final choice of the awarded bidder/s. Mercy Corps will then inform the successful bidder. The Documentation submitted by bidders will be verified by Mercy Corps. The successful bidder will be required to sign a contract for the stated, agreed upon amount. Any amendment to the awarded tender and consented between Mercy Corps and the successful bidder will be documented as an "Annex" to the Contract. In case and for any reason the winning bidder refuses/fails to enter into a Contract with Mercy Corps, Mercy Corps reserves the right to ban the bidder from applying to any future tenders/procurement opportunities with Mercy Corps.

2.7 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.

2.8 Interpretation

Should there be any doubt or obscurity as to the meaning of any part or parts of the tender documents, tendering procedure, or as to anything to be done or not to be done by the Contractor or as to those instructions or as to any other matter, Bidders must set forth in writing such doubt or obscurity and submit the same to MC no later than three days before the fixed date of Tender Submission. All queries/questions/clarifications should be directed to:

lb-tenders-questions@mercycorps.org

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3. Criteria & Submittals

3.1 Contract Terms

Mercy Corps intends to issue a **Fixed Price Contract for the Construction of an odor control system in Jeb Janine area** to one or more company/ies or organization/s. The successful bidder(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract.

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 bidders, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

Criteria	Condition	Submittals
Eligibility Requirements		
Business Registration		<ul style="list-style-type: none"> - Certificate of Registration in the Ministry of Finance - Certificate of Registration in the V.A.T (if applicable)
Technical Requirements		
CVs of Key personnel		<ul style="list-style-type: none"> - Evidence of suitable personnel consisting of a prime and alternate candidate for the minimum key positions meeting the minimum experience requirement in scope of work and Annex 5. The bidder is requested to submit detailed curriculum vitae signed by the candidate.
Bank Certificate	–	<ul style="list-style-type: none"> - A Bank certificate for access to liquid assets and/or evidence of access to or availability of credit facilities of not less than Three Hundred Thousand Dollars (300,000 USD) or equivalent sufficient to meet the construction cash flow for the above contract. The bidder is requested to submit an original bank certificate.
Company profile & Previous similar experience		<ul style="list-style-type: none"> - Particular Experience within the past 10 years, has successfully completed at least the supply and installation of (3) odor control and treatment systems of a similar type to the one proposed in the present project (bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities) of at least similar airflow capacity each (40,000 m³ /h). This experience could be met by the bidder, or a designated supplier of bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities (Note: the designated supplier shall be from a Western-European country and shall be designated as a subcontractor in the Tender offer at the Tender stage), with experience the supply and installation of odor control and treatment systems of a similar type to the one proposed in the present project (bio filter

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		<p>equipped with pre-scrubber, supplied for solid waste treatment facilities).</p> <ul style="list-style-type: none"> - In all cases, this required experience shall be also met by the supplier of the bio filter odor control system equipped with pre scrubber, for solid waste treatment facilities. - The identity and company profile of the supplier of the bio filter odor control system, and the evidence to the experience mentioned here above must be submitted at the Tender stage, including among others: <ul style="list-style-type: none"> - - The project certificates as described hereafter - - Qualification - - Schedule - - Schedule (Manufacturers) - - Detailed description, details and characteristics of the complete odor treatment process as well as the associated various components of the system
Financial Requirements		
Priced BOQ		Must submit the detailed priced BOQ

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. The prices included in the bidder's bid must be all-inclusive of all the Suppliers obligations. No profit, fees, taxes, or additional costs can be added after contract signing. Bidders must show unit prices, quantities, and total price, as displayed in the Bill of Quantities in Section 6. All items must be clearly labeled and included in the total offered price.

Bidders must include all applicable taxes in their offer.

3.4 Currency:

Offers should be submitted in: USD

Payments will be made in: USD

3.5 Tender Evaluation (Lowest Price Technically Acceptable-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 Bidder in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

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3.5.1 Technical Evaluation

Lowest Price, Technically Acceptable (LPTA)

Mercy Corps Tender Committee will conduct a technical evaluation where the submittals of the bidders listed in the above table will be reviewed. Bidders must include all necessary documentation in their bid package. Failure to provide any of the requested documents/information may lead to disqualification, and consequently the financial offer of the bidder may not be considered.

3.5.2 Financial Evaluation and Price/Cost Analysis

All bidders who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) will be accepted as the winning bidder(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 bidder or bidder(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Financial Statements
- Visit to Applicant premises/workshop etc...

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4. Notes to Bidders

- Bidders should provide all requested documents. Failure to provide requested information may result in the tender being disqualified.
- Supplementary pages may be photocopied and inserted if required.
- Bidders are requested to retain a copy of your complete submission.
- If a joint venture is proposed, all companies are to respond to all questions.
- In case the bidder wishes to subcontract all or part of the works, the profile of the Subcontractor must be submitted.
- Bidders are requested to provide a price for each bid item, and all prices are to be given in USD. Bidders are encouraged to provide more than one sample/option and prices per item.
- Documents, including supporting documents delivered after the Tender submission deadline will not be considered, unless requested by MC.
- All forms should be filled completely.
- Bidders are requested to check all calculations in financial offers. Any correction in your work should be signed and stamped next to the correction prior to the submission.
- Payment terms must be clearly specified, and in case the contractor requires an Advance Payment/Down Payment, such payment must be against a Bank Guarantee covering the full amount of the payment to be issued by a bank to the benefit of MC.
- Every page, drawing or other document of the submitted tender documents are to be signed and stamped, and returned to Mercy Corps with the tender submission.
- Where a requested document is not applicable, you are required to note a short explanation.
- Mercy Corps reserves the right to disqualify any bidder which fails to meet any requirement listed in the tender document. Mercy Corps also reserves the right to blacklist any bidder it deems to have behaved in a manner which is deceptive, manipulative, or otherwise intentionally harmful towards Mercy Corps and/or its beneficiaries. In all such cases, the bidder will be duly notified in writing.
- Mercy Corps does its best efforts to inform all bidders of the result of the tendering procedure. In case the bidder has not been contacted within a period of one month from the date of the tender opening, the bidder may consider his bid unsuccessful.
- In case and for any reason the winning bidder refuses to enter into a Contract with Mercy Corps, Mercy Corps reserves the right to ban the bidder from applying to any future tenders/procurement opportunities.

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5. Offer Form

Bidders 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 bidder:

- ☐ **Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
 - ☐ A detailed specification of the offered goods, services and/or works
 - ☐ Warranty period and coverage
 - ☐ Delivery time/Installation Time
 - ☐ Support & Maintenance Services
 - ☐ Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- ☐ Data sheets, specifications and origin of Construction/Installed Material
- ☐ A Price Offer detailing the Unit & Total Price using the **Bill of Quantities** (provided in section 6)
- ☐ Completed and signed Mercy Corps **Bidder Information Form** (template provided in section 7)
- ☐ Signed **Declaration of Eligibility Form** (Section 7)
- ☐ Signed **Price Offer Form** (Section 7)
- ☐ Other important documents bidder feels need to be attached to support their bid

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

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

6. Scope of Work & Bill of Quantities (to be included with FINANCIAL SUBMISSION ONLY)

About Mercy Corps

Mercy Corps exists to alleviate suffering, poverty, and oppression by helping people build secure, productive, and just communities. The agency pursues its mission through emergency relief services, sustainable community development, civil society and economic development initiatives. Mercy Corps has been present in the Middle East since the 1980s and currently has offices in Yemen, Lebanon, Palestine, Jordan, Syria, Iraq, Egypt and Libya. Working in Lebanon since 1993, Mercy Corps has implemented community development programs focused on promoting economic development and increased opportunity for disadvantaged communities, while responding to emergencies as they emerged in the country. In 2012, the program portfolio shifted in response to the massive refugee influx from Syria and Mercy Corps in Lebanon has solidified its emergency response programming while integrating longer-term development programming by focusing on key sectors: Protection, Water Sanitation and Hygiene (WASH), Governance and Conflict, and Livelihoods.

1. Introduction

A solid waste treatment and disposal facility has recently been commissioned for the Union of Municipalities of Bouhayra, located in Jebb Jennine in the West Bekaa. The facility consists of a mechanical biological treatment (MBT) facility and adjacent sanitary landfill and will be processing approximately 100 tons of municipal solid waste per day from 18 municipalities within the Union.

One of the major challenges towards the social and environmental acceptance of the facility is the waste gas produced due to degradation of organic waste in the facility's composting plant, which needs to be extracted and treated. As such, in order to ensure the environmental sustainability and social acceptability of the facility's operations, the present project aims to construct, install, test and commission an odor control system for the facility in Jebb Jennine.

The project site is located in the Bekaa region of Lebanon, namely the Jebb Jennine solid waste treatment facility located in the village of Jebb Jennine, which has recently been commissioned for the Union of Municipalities of Bouhayra.

2. Objective

The construction of an odor control and treatment unit composed of a bio filter odour control system working on the basis of bio filtration, equipped with a pre-scrubber to humidify the inlet fouled air and in provision for peak ammonia and/or H₂S concentrations; complete including all associated civil, electrical and mechanical works and including the installation of air extraction fans (centrifugal fans to extract the air from the facility composting plant, and axial fans to push air from the sorting hangar to the composting hangar; with their associated air extraction and collection systems) and other associated amenities as described elsewhere in the Annexes of the Tender Documents.

3. Scope of work

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The scope of work shall include but not necessarily limited to the following elements:

Mobilization/demobilization, site survey

The construction of an odor control and treatment unit composed of a bio filter odor control system working on the basis of bio filtration, equipped with a pre-scrubber to humidify the inlet fouled air and in provision for peak ammonia concentrations; complete including all associated civil, electrical and mechanical works and including the installation of air extraction fans (centrifugal fans to extract the air from the facility composting plant, and axial fans to push air from the sorting hangar to the composting hangar; with their associated air extraction and collection systems) and other associated amenities as described elsewhere in these Tender Documents.

The closure of the partially open sorting hangar and the open composting hangar to allow efficient air extraction from them Testing and commissioning

Preparation of all necessary shop drawings, material / equipment submittals, operation & maintenance manuals, as-built documentation.

Obligations during defects liability.

4. Eligible Bidders

In order to be qualified for award of the contract, bidders shall provide and meet the additional qualifying criteria below:

Average Annual Turnover in construction works of average 1,000,000 USD (One Million USD) or equivalent over the past Five years. The bidder is requested to complete the attached qualification form 1 signed by a certified accountant and provide legally certified copies of original auditor's reports;

General experience of a minimum of ten (10) years in the performance as a prime Contractor in the construction of industrial buildings and/or industrial plants, and/or odor control and treatment systems. Experience as Contract Management and as Subcontractor will not be considered. The Contractor must provide evidence showing the required number of years and is requested to complete the attached qualification form 2;

Particular Experience within the past 10 years as a prime Contractor and/or Joint Venture member (1) who has successfully completed at least the construction of three (3) industrial buildings and/or industrial plants, and/or odor control and treatment systems. Experience as Contract Management and as Subcontractor will not be considered.

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General experience of a minimum of ten (10) years in the supply and installation of odor control and treatment systems of a similar type to the one proposed in the present project (bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities).

This experience could be met by the bidder, or a designated supplier of bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities (Note: the designated supplier shall be from a Western-European country and shall be designated as a subcontractor in the Tender offer at the Tender stage), with experience the supply and installation of odor control and treatment systems of a similar type to the one proposed in the present project (bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities).

In all cases, this required experience shall be also met by the supplier of the bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities.

Particular Experience within the past 10 years, has successfully completed at least the supply and installation of (3) odor control and treatment systems of a similar type to the one proposed in the present project (bio filter odor control systems equipped with pre-scrubber, for solid waste treatment facilities) of at least similar airflow capacity each (40,000 m³/h).

5. Deliverables

Refer to Annex 1 - General specifications and Annex 2 - Particular specifications.

6. Duration of the Assignment

The total duration of the assignment is 6 months.

7. Key Personnel Requirements and Time Input

The consultant team should comprise at least of the following personnel as shown below:

Position	Total Work / Business Experience (Years)	In similar Work (Years)
Project Manager (Civil Engineer)	12	8
Resident civil works engineer	7	5
Mechanical Engineer	7	5
Topographic Surveyor	10	5

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Engineer specialized in the design of odor control systems, notably bio filters equipped with pre-scrubber, for solid waste treatment facilities (similar type to the one proposed in the present project)	15	10
Personnel specialized in the installation of bio filter equipped with pre-scrubber, for solid waste treatment facilities (similar type to the one proposed in the present project)	10	8

8. Annexes (shared in separate documents)

Annex 1 - General specifications

Annex 2 - Particular specifications

Annex 3 – BoQ

Annex 4 - Preamble to BoQ

Annex 5 - Bidding data sheet

Annex 6 - Drawings

Annex 7 - Safety and Health Regulations

Annex 8 - Quality Control Plan

9. Bill Of Quantities

Please refer to Annex 3 – BOQ.

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7. Attachments to the Tender Package

Attachment 1 - Bidder Information Form

1	Name of Company إسم الشركة	
2	Address العنوان	
3	City – Town المنطقة - المدينة	
4	Telephone هاتف	
5	Email address البريد الالكتروني	
6	Legal Status الوضع القانوني	
7	Number, year and place of registration (copy enclosed) ، الرقم ، السنة ومكان التسجيل (صورة مرفقة)	
8	Name of General Manager إسم المدير العام	
9	Basic activities (max. 3) النشاطات الأساسية	1.
		2.
		3.
10	Banking Information: المعلومات المصرفية	Name of Bank: إسم البنك
11	Total number of employees مجموع عدد الموظفين	
12	Number of full time employed عدد الموظفين بدوام كامل	

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13	Experience and reference list (please attach any documents related to the last three years activities) الخبرة وقائمة المراجع (الرجاء ربط أي سجلات أو أوراق بالأنشطة خلال فترة ثلاث سنين)																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%; text-align: left; padding: 5px;">List of similar projects for the last three years in chronological order قائمة بالمشاريع المماثلة بترتيب زمني تشمل القيمة التقريبية للثلاث السنوات السابقة</th> <th style="width: 15%; text-align: center; padding: 5px;">Year السنة</th> <th style="width: 45%; text-align: left; padding: 5px;">Client (address, phone number) رقم (العنوان، الهاتف)</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>			List of similar projects for the last three years in chronological order قائمة بالمشاريع المماثلة بترتيب زمني تشمل القيمة التقريبية للثلاث السنوات السابقة	Year السنة	Client (address, phone number) رقم (العنوان، الهاتف)																																				
List of similar projects for the last three years in chronological order قائمة بالمشاريع المماثلة بترتيب زمني تشمل القيمة التقريبية للثلاث السنوات السابقة	Year السنة	Client (address, phone number) رقم (العنوان، الهاتف)																																							
14	Comments: تعليق																																								
15	Name, signature, and stamp. الاسم، الامضاء، والختم	Date: التاريخ																																							

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Attachment 2 - Declaration of Eligibility

Bidder:

I, the undersigned (*Name and address of representative*)
Representative of

(*Name and address of company*)

Declare that the following conditions are applicable:

- The Company is registered and in legal standing
- The Company, 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.
- The Company, 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.
- The Company, 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.
- The Company 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.
- The Company has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
- The Company pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
- The Company provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
- The Company pays social security obligations as required in the countries where it operates.
- The Company, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
- The Company, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgment for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
- The Company treats its employees with dignity and respect and maintains social operating standards, including:: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
- The Company the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
- The Company 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
- The Company 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.
- The Company understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
- The Company is not conducting business under other names or aliases that have not been declared to Mercy Corps.
- The Company does not employ personnel below the legal working age.
- The Company provides basic social rights and fair working conditions to our employees.

In the presence of:

(*Name & Signature*)

(*Name & Signature*)

Tender Package Request for Bids (RFB)

Attachment 3 – Price Offer Form (to be included with FINANCIAL SUBMISSION ONLY)

Bidder:

Dear Sir or Madam,

Having examined the required bidding documents for the above-mentioned tender, we offer to provide you with the **lump sum of all items** for a flat-rate amount of:

<div><div></div><div></div><div></div><div></div><div></div><div></div></div>	US Dollars
-------------------------------------------------------------------------------	------------

US Dollars excluding V.A.T

(in words)

To offer out above-mentioned price, we acknowledge that we have taken into consideration all the bidding documents provided in the invitation to tender.

Payment Terms: (this section should be filled) (يجب تعبئة هذا القسم) طريقة الدفع:

- ☐ Check after delivery and acceptance by MC
- ☐ Other (please specify)

We undertake, if our bid is accepted to deliver the requested items, within the period specified in the Technical submission

We understand and accept that Mercy Corps can choose the whole packages or items in a package from different contractors, and that any or all bids may be rejected without assigning any reason for such rejection.

By, duly authorized to sign tenders for and on behalf of our firm:

Name:	
Position:	
Date:	

Signature & Stamp

Tender Package Request for Bids (RFB)

8. Sample Contract

THIS WORKS CONTRACT (the “Contract”) is entered into as of 2019 (the “Effective Date”)

By and between

Mercy Corps International – Lebanon Branch, duly represented for the purpose of this Contract by **Mr. George Antoun**, in his capacity as **Country Director**, and whose registered office is in **Bee Center, Alfred Naccashe Str., Ashrafieh – Lebanon**, and registered in the Ministry of Finance under the Number: **122865**, Tel: **+961-1-425466** (hereinafter referred to as “**MC**”)

AND

Contractor, duly represented for the purpose of this Contract by **XXX** in his/her capacity as **XXX**, and whose registered office is in **XXX**, and registered in the Ministry of Finance under the Number: **XXX**, Tel: **XXX** (hereinafter referred to as the “**Contractor**”)

MC and the Contractor are hereinafter referred to individually as a “Party” and collectively as the “Parties”.

1. 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 Contract by this reference. The following additional defined terms are included in Schedule I: Contract Price, Completion Period, Percentage of Liquidated Damages, Authorized Representative, Payment Terms etc.... “**Contract**” means this Works Contract as amended, modified or supplemented from time to time together with its Schedules and appendices (if any). “**Scope of Works**” means all the works as defined in Schedule II of this Contract. “**Work**” or “**Works**” means all the goods and services described in the Statement of Work. Other terms may be defined throughout this Contract as specified.

2. The Work

Contractor, together with its Subcontractors (if any), will fully execute and complete the Work in accordance with the terms and conditions set forth in this Contract. The Contractor will perform and complete the Work strictly in accordance with this Contract. Contractor warrants that all Work will be completed in strict adherence to the approved design and engineering plans, any relevant government issued permits and authorizations, and any Mercy Corps approved Bills of Quantity as applicable per the Statement of Work collectively the “**Specifications**”). Each Statement of Work will list out the documents that will be used as the Specifications. No deviation, substitution or



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change is permitted without Mercy Corps' prior written consent following the Change Order processes required in this Contract.

3. Subcontractors

- a. Contractor is only allowed to subcontract components of the work if Schedule I indicates that subcontracting is allowed. **"Subcontractor"** means a person or entity that has a direct contract with Contractor to perform a portion of the Work or to supply materials or equipment for the Work. **"Subcontract"** means an agreement between Contractor and a subcontractor.
- b. Even when allowed, Contractor must notify in writing MC's Authorized Representative in advance of any subcontractor it intends to hire and the Contractor is not entitled to enter into any subcontract with the Subcontractor without the prior written approval of MC. In no event will Contractor be reimbursed or paid by Mercy Corps for any amounts paid or owed to subcontractors.
- c. Contractor will be solely responsible, and Mercy Corps will not have responsibility, for all aspects of safety related to the Work. Contractor will take all necessary precautions for the safety of, and will provide protection to prevent damage, injury or loss to, persons or property whether it be their own, Mercy Corps' or community.
- d. Contracts with Subcontractors will require each Subcontractor to be bound by the terms of this Contract to the extent of the Work to be performed by such Subcontractor and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Contract, assumes toward Mercy Corps. In the event of subcontracting, the Contractor remains solely liable towards MC for all the Works carried out under this Contract.
- e. No Contract between the Contractor and any Subcontractor shall relieve the Contractor from any of his obligations under the Contract, nor shall it waive any right or remedy that Mercy Corps has against the Contractor as a result of breach of Contract.

4. Risk of Loss to Contractor Property

Contractor will bear the risk of any loss, damage, or destruction of its own property or its employees, whether rented or owned. Contractor agrees to hold Mercy Corps harmless from any such loss or destruction to Contractor or its subcontractor's loss or destruction of property or employees.

5. Liens

Contractor will promptly pay (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials, or other items in connection with the performance of the Work for which Mercy Corps has paid (including, but not limited to, workers and Subcontractors). Contractor will furnish to Mercy Corps such releases of liens and claims and other documents as Mercy Corps may request from time to time to evidence such payment (and discharge). Nothing in this Contract will create any obligation on the part of Mercy Corps to pay or to see to the payment of any moneys due to any Subcontractor.

Tender Package Request for Bids (RFB)

6. Contractor Obligations

- 6.1 The Contractor must perform the works in accordance with the Contract Documents, in terms of type, quantity, and quality and in compliance with all valid technical regulations and best industry standards and practice.
- 6.2 The Contractor must provide all necessary professional qualified and skilled manpower for the preparation and performance of the required works.
- 6.3 The Contractor shall directly supervise the works or have a skilled and experienced resident representative (engineer) who has the authority to act for and represent the Contract, and who should be available on the premises/site during the execution of the Works.
- 6.4 The Contractor shall provide all necessary labor, tools, materials, and equipment required for the execution of the works.
- 6.5 The Contractor must provide all tests for any material and or works required by MC Representative/Field Engineer and bear all related costs.
- 6.6 The Contractor shall bear all costs resulting from loss, damage, waste, misuse, bad storage, and/or theft of any of the Contractor's material, tools, equipment shall be solely borne by the Contractor.
- 6.7 The Contractor shall bear all the Time and Cost impact resulting from rework due to bad protection, unacceptable works, bad material, or any works which are not in line with the Contract requirements.
- 6.8 The Contractor is responsible for providing transport for people, material, tools and equipment from and to the work premises/site.
- 6.9 The Contractor shall remove all the waste and debris resulting from site preparation and the execution of the works out of site to an agreed upon dump site.
- 6.10 The Contractor must keep all necessary related technical documents on the execution of the works clear and up to date.
- 6.11 The Contractor is to use materials which are described and agreed upon as per the technical assessment carried out by MC's engineers on the premises.
- 6.12 from the beginning of the execution of the works and until the issuance of the Certificate of Acceptance of the Works, the Contractor is liable to insure and to protect the executed Works, equipment, and material against damages, decay, removal, destruction, etc....
- 6.13 The Contractor must insure all his workers against any accident which may occur on site, by way of workmen compensation insurance
- 6.14 The Contractor shall submit a detailed cost breakdown to each of the BoQ items, if requested by MC.
- 6.15 All the Works are subject to MC's approval

7. Change Orders

Mercy Corps may unilaterally, for any reason it chooses, or upon request of the Contractor and agreement from Mercy Corps suspend or decrease the scope of Contractor's performance under this Contract by written notice to Contractor, or, with Contractor's agreement, increase the scope of Contractor's performance under this Contract (each, a "**Change Order**"). Unless mutually agreed, a Change Order does not apply to change Work timely completed before the date of the Change Order. If any change causes an increase or decrease in the cost of, or the time required for, Contractor's performance, an equitable adjustment may be made in the Statement of Work or Payment Terms or both, if such adjustment is set forth in a Change Order signed by Mercy Corps' Authorized Representative. If the State of Work uses unit pricing, a Change Order may not alter the unit prices identified in the Statement of Work.

8. Inspection Rights and Final Acceptance

Tender Package Request for Bids (RFB)

- a. Mercy Corps shall have access to the site of the Work and the right to inspect the Work at all times. If at any time an inspection by Mercy Corps determines that Contractor is in breach of any provision in this Contract including any failure to adhere to the Specifications, Mercy Corps will use its best efforts to timely report such breach to Contractor. No inspection by Mercy Corps will relieve Contractor from its obligation to complete the Work in strict adherence with this Contract and its Specifications or waive any right or remedy that Mercy Corps has against Contractor as a result of the breach.
- b. Mercy Corps reserves the right to reject any works which MC considers of poor quality, not fit for purpose, and/or not in line with the Contract requirements/specifications.
- c. Mercy Corps will use its best efforts to conduct a final inspection of the Work with Contractor.

9. Acceptance of Executed Works & Handover

All works and materials are to be of quality/class satisfactory to MC and must be in accordance with the tender documents, all accepted/relevant standards as per the applicable rules and regulations in Lebanon and terms of the Contract Documents. MC shall have the right to monitor the Contracted work and reject any works which MC considers of poor quality, not fit for purpose, and/or not in line with the contract documents/specifications.

- 9.2 If the Contractor fails to carry out any obligation under the Contract, MC may, by way of written notice, require the Contractor to remedy the failure and/or any defects within 5 (five) working days as from the date of receipt of a written notice in this respect.
- 9.3 The Contractor shall inform MC in writing, when all the Works are completed. MC will then inspect the premises and if all the works are complete to MC's satisfaction, MC will certify the Contractor's final invoice and final handover will be prepared. All the Costs to remedy any failure or remaining works have to be borne by the Contractor.
- 9.4 If the Contractor fails to complete any such Works, MC shall be entitled to (i) withhold a portion of the Final payment equal to the costs for MC of correcting the defect, which amount shall be based on MC reasonable estimate of such costs, and (ii) retain the services of a third party to perform the Works at the cost of the Contractor. In the event MC's actual costs are greater than the amount withheld, the Contractor agrees to settle to MC the difference between the actual costs and the amount withheld. Nothing herein shall limit MC's rights and remedies upon breach of the Contract by the Contractor.
- 9.5 Handover of the final, completed works will take place in the presence of the Contractor and MC's authorized representative/Field Engineer. The final Handover Certificate will be signed by MC and the Contractor in 2 (two) original copies.
- 9.6 Acceptance by MC shall in no way absolve or reduce the Contractor's Liability for ensuring that the works are completed in accordance with the Specifications in the Contract Documents.

10. Invoicing and Payment

- a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Payment Terms in Schedule I. Each invoice will include (i) the Contract Reference; (ii) Contractor's name and address; (iii) a description of the Work performed, (iv) the information required by the Payment Terms and Statement of Work to be included in each invoice, (v) Invoice Number, (vi) date of issuance of invoice (vii) Signature & Stamp of the Contractor, (viii) fiscal number, (ix) any other additions/deductions which may become due under the Contract, (x) taxes, and (xi) 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 the Work that is the subject of an invoice has not been performed in accordance with the Statement of Work,

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Mercy Corps may dispute the invoice by sending Contractor notice of the disputed amount and the reasons for the dispute within 10 working days after Mercy Corps' receipt of the invoice.

- b. The Contract Price specified in Schedule I of this Contract shall be deemed to include all the Contractor's obligations under this Contract including but not limited to the execution of all Works, the remedying of any defects therein, the delivery of all necessary materials to site in good condition, the installation works, and the provisions of all necessary technical data, studies, warranties related to this Contract. No other sum shall be paid by MC to the Contractor with regards to the present Contract.
- c. Except as otherwise provided in the Payment Terms and Statement of Work, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within **30 days** after the later of (i) receipt of the invoice or (ii) resolution of the items disputed by Mercy Corps.

11. Taxes, Duties and Expenses

Except as otherwise provided in the Statement of Work, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties, permit fees and other governmental charges with respect to performance and completion of the Work. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

Pursuant to Lebanese Law (Lebanese Tax Law Chapter 6, Articles 41,42 and 43), if the Contractor cannot provide evidence of registration with the Lebanese Ministry of Finance, MC shall withhold from the payment made under this contract, 7.5% of the payment for taxes on services and 2.25% for taxes on goods.

To determine the amount of tax withholding, the Contractor agrees to provide a statement separating the value of this Contract attributed to services and the portion attributed to goods. Should the Service Provider fail to provide such documentation, MC shall be entitled to apply tax withholding at the highest rate applicable on the entire value of the Contract.

12. Representations, Warranties and Additional Covenants

Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follow and agrees that owner of the site of Work is a third-party beneficiary of these representations, warranties and covenants:

- a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.
- b. Contractor has the requisite skills to perform the Work.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Work.
- d. Contractor will, and will cause each Subcontractor to, comply with all applicable laws, regulations and rules in the execution and performance of the Work.
- e. (i) Contractor has visited the project site where the Work is to be performed and become familiar with the local conditions (including existing structures) under which the Work is to be performed, (ii) the Payment Terms are reasonable compensation for the Work, (iii) the time set forth in the Statement of Work for

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performing the Work is adequate and reasonable, (iv) Contractor has satisfied itself as to the nature, location, character, quality and quantity of the Work and the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished; and (v) contractor understands the Specifications and will comply with their requirements.

- f. All materials and equipment furnished under this Contract will be of good quality and new, the Work will be performed in a skilled, high quality, and workmanlike manner, the Work will be free from defects not inherent in the quality required or permitted, and the Work will be performed and completed strictly in accordance with the requirements of this Contract.
- g. Contractor will keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract, and will remove such items from the project site upon completion of the Work.
- h. 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).
- i. 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. 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 Contract.

12. Representations, Warranties and Additional Covenants (Cont'd)

- j. Contractor does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor 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.
- k. Contractor and its subcontractors are 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, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- l. Contractor has not engaged in, and will 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); (ii) procuring a commercial sex act; or (iii) using forced labor.
- m. Contractor is not the subject of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

13. Independent Contractor

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

14. Confidentiality

Contractor will maintain, and cause each of its Subcontractors, employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor 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, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.

15. Indemnification

Contractor will indemnify Mercy Corps and owner of the site of Work and each of their officers, directors, employees, representatives and agents (each, an "**Indemnity**"), 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 in the case of a claim by owner of the site of Work against Mercy Corps, a claim brought by said owner), Subcontractor or Contractor arising out of contractor, its employees, contractors or agents negligent acts or omissions or willful misconduct or arising out of any failure by Contractor or any Subcontractor to fully perform its obligations under this Contract or any breach by Contractor or any Subcontractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnity, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnity.

16. Performance Bond

- 16.1 Upon the Signature of this Contract, the Contractor shall obtain a security for his proper performance of the Contract. To that effect, the Contractor shall obtain and provide Performance Bond (the "Performance Bond") issued by a Lebanese Bank accepted by MC, and as per the form and wording attached to this Contract Schedule VI. Such performance bond shall be equivalent to the percentage specified in Schedule I of this Contract, and shall be valid until the Expiration of the Defect Liability Period (specified in Schedule I of this Contract)
- 16.2 The Performance Bond shall be valid until the Contractor has executed and completed all his Obligations under this Contract, and remedied any defects therein in accordance with the Contract Documents and until the expiry of the Defects Liability Period (specified in Schedule I)
- 16.3 The Performance Bond shall not in any way limit or indemnify the Contractor of any of his obligations under this Contract.
- 16.4 The costs of complying with the requirements of this Clause shall be borne by the Contractor.

17. Insurances

The Contractor agrees to contract the following insurances (the "Insurances") with respect to this Agreement"

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17.1 The Workmen's Compensation in so far as it related to his own workmen and staff

17.2 The Contractor's Equipment insurance for his Own Equipment (if any)

17.3 The Vehicle Bodily Injury and Property Damage Liability Insurance in respect to his own vehicles, trucks, trailers, and self-propelled vehicles owned or hired by the Contractor

If the Contractor fails to provide the required insurances, he shall be solely responsible for any damage which should have been covered by the above mentioned insurances.

18. Coordination

The Contractor shall coordinate with MC's team on the premises regarding the Works, and shall inform MC Representative of any material delivery in order to avoid any site disruption.

In addition, the Contractor shall fully coordinate (Through MC) with all and any other Contractor's and supplier that may be assigned by MC. Therefore, and in case of any delay, error, inaccuracy in the works due to lack of coordination and/or communication, the Contractor shall fully bear the consequences thereof.

19. Termination and Remedies

19.1 The term of this Contract shall commence on the "Effective Date" and shall remain valid until the successful completion of the Service detailed in Annex II or upon its earlier termination in accordance with Section 19.3 below.

19.2 If Mercy Corps determines that Supplier has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps may terminate this Contract. Supplier's breach of its obligations under this Contract will result in Mercy Corps incurring damages in an amount that will be difficult to establish and leave Mercy Corps without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach. The percentage of liquidated damages to be applied is specified in Schedule I of this Contract, per day of delay caused by the Suppliers breach of contract (including but not limited to delays in delivery) to a maximum amount of 10% of the Contract Prices after which MC reserves the right to terminate this Contract in accordance with Section 19.3 below.

19. Termination and Remedies (Cont'd)

19.3 This Contract may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties;
- b. by Mercy Corps for its convenience with written notice and after the Termination Notice Period specified in the Schedule I "Additional Terms" has expired;
- c. 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 the Additional Terms;
- d. by MC due to breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;

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- e. In case the Contractor files for bankruptcy or insolvency, is wound up, has a receiver appointed over any of its assets or suffers the appointment or presentation of a petition for the appointment of an administrator.
- f. by 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
- g. 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 of termination due to Contractor's breach, Mercy Corps will not be obligated to pay Contractor for any partially completed work. Mercy Corps may secure substitute performance and Contractor will be responsible for Mercy Corps costs in obtaining substitute performance and any additional costs necessary to ensure full and satisfactory completion of the Work. In addition, as time is of the essence and Mercy Corps' losses and the loss to its beneficiaries would be difficult to quantify, if Schedule I allows for Mercy Corps to charge liquidated damages, for each calendar day beyond the completion date in the Statement of Work that the Works remain uncompleted, Mercy Corps may charge liquidated damages in the amount specified in Schedule

In the event the 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 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 Contractor 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, terminate this Contract.

20. Completion & Liquidated Damages

All works should be completed within the time specified in Schedule I of this contract. In case of any delay in the Completion of the works, MC reserves the right to apply Liquidated Damages for the Percentage specified in Schedule I per calendar day of delay up to a maximum amount of 10% of the final Contract Price, after which MC reserves the right to terminate this Contract in accordance with Clause 19 of this Contract.

21. Verification of Tender Documents and Sufficiency of the Contract Price

Without any reservation, the Contractor hereby acknowledges and accepts his full opportunity within the tendering period to identify and query any error, omission, ambiguity or any other flaw in the Tender Documents and is therefore deemed to have satisfied himself as to sufficiency of the Contract Price which covers all his obligations under the Contract. Notwithstanding the Contractor's duty to promptly notify the Contractor of any matter affecting the Works, no claim for additional payment or extended time for completion will therefore be considered for any error, discrepancy, omission, ambiguity or any other flaw in the Tender Document and MC shall be released and discharged from any and all liabilities arising there from.



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22. Governing Law and Dispute Resolution

All disputes between the parties in connection with or arising out of the existence, qualification, interpretation, validity, performance, execution, and termination of this Contract (or any terms thereof), shall be settled in amicable ways and by negotiation conducted in the spirit of mutual cooperation and good faith. In the event no settlement is reached within 10 days, then the dispute shall be settled by the Competent Lebanese Courts pursuant to Lebanese Laws.

23. 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 Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

24. Additional Donor Terms and Conditions

The Donor Terms (if any) set forth on Schedule III attached hereto are incorporated in this Contract by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and this Contract or any other document between Contractor and Mercy Corps, the Donor Terms will prevail

25. Miscellaneous

- a. This Contract will be binding upon and inure to the benefit of the successors and assigns of the parties; provided, Contractor will not assign any right or obligation under this Contract (including the right to receive monies due) without the prior written consent of Mercy Corps, and any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
- b. 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).
- c. Time is of the essence of each and every obligation of Contractor under this Contract.
- d. 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.

25. Miscellaneous (Cont'd)

- e. 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 agreements and understandings, oral or written, relating to the subject matter hereof.
- f. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract 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

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right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.

- g. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.
- h. In the event that the terms of this Works Contract and any Schedule, appendix or attachment (if any), the terms in the Works Contract shall prevail unless conflicting terms specifically state the section of the Works Contract that they are replacing and state an intent to override or amend the Works Contract and are signed by both parties.

26. Contract Signature

This Contract and all the Contract Documents shall be stamped and signed by an authorized person to bind each party accordingly, an official proof of authorization shall be provided (power of attorney, minutes, delegation etc...) upon the Signature of the Contract.

27. Contract Issuance & Registration

This Contract shall be issued in one original copy which shall be deposited in the custody of Mercy Corps who shall deliver a copy to the Contractor to be used when need may arise.

The stamp/Registration fees at the ministry of finance shall be borne by the Contractor who undertakes to register the Contract within three days as of its signature date.

By all means, MC shall neither be held responsible nor liable, for any error or delay caused by the Contractor regarding the Registration Process.

28. Contract Documents

All Documents (the "Documents") that, in aggregate, make up this Contract, shall be mutually complimentary, explanatory, cumulative, additive, and not alternative. It is understood that what is required by any one document shall be considered as required by all. In the event of conflict and/or discrepancy between the Documents, MC shall determine which of the documents shall govern and the Contractor shall comply with MC's decision at no additional cost and/or time.

The documents forming this Contract shall be the following:

- Schedule I: Additional Terms
- The Present Conditions of Contract
- Schedule II: Technical Specifications & Bill of Quantities
- Schedule III: Child Safeguarding & Donor Requirements
- Schedule IV: HSE Requirements
- Schedule V: Tender Documents (Available at MC offices)
- Schedule VI: Form of Bank Guarantee.



Tender Package Request for Bids (RFB)

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

Signed and stamped on behalf of **MERCY CORPS**

Signed and stamped on behalf of **XXXX**

Name: _____

By: _____

Title: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Signature: _____