# Invitation to Tender

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| **Tender Name:** Rehabilitation, upgrading and construction of water schemes at Gangarasso – Sangassumi, Ganye LGA, Adamawa | **Tender No: NIG/YOL/TEN18** |
| Location: (Gangarasso – Sangassumi, Ganye LGA, Adamawa) | Correspondence Language(s): English |
| **Brief Summary Description of Project:**The Small-Town Water, Sanitation, and Hygiene (STWASH) Activity is a five-year, initiative funded by the United States Agency for International Development (USAID), covering the states of Adamawa, Yobe, and Borno in Northeast Nigeria. The Activity is to support the sustainable improvements in access to basic water and sanitation that are necessary to facilitate ongoing recovery, peacebuilding, and economic development across the region.The goal of the program is to facilitate the economic recovery of some crisis-affected communities and bolster the capacity of the state governments in providing essential WASH services and creating and sustaining enabling environments for Small Towns Water Supply and Sanitation Agencies (STWSSAs) and Water Consumers Associations (WCAs) to operate effectively. The program has two broad components; expanded access to water and for sanitation facilities and strengthening capacity for small town water governance. |

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| **Tender Package Available from:****(13th / December / 2021)** | **Tender Package Pickup Location:** **Tender available for download at:**<https://www.mcnigeria.com/tenders/><https://www.mercycorps.org/tenders/> |
| **Deadline for Offer Submission:** **(10th / January / 2022; 5pm)** | **Submit Offers to:**Mercy Corps Office, No 10A, Suntai Road, Karewa extension, Jimeta Yola, Adamawa state**.**Proposal Subject: **“NIG/YOL/TEN18** Rehabilitation, upgrading and construction of water schemes at Gangarasso – Sangassumi, Ganye LGA, Adamawa**For electronic submission: Indicate tender number as below and email offer to:** **tenders@mercycorps.org** **“NIG/YOL/TEN18** Rehabilitation, upgrading and construction of water schemes at Gangarasso – Sangassumi, Ganye LGA, Adamawa |

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

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| **Questions and Answers (Q&A)** |
| If any, Submit Questions in writing to: **qa-ng-tenders@mercycorps.org** |
| Last Day for Questions:(**22nd / December / 2021; 12noon**) | Questions will be answered by:(**24th / December / 2021; 12noon**) |
| Questions will be answered and uploaded through: (https://www.mcnigeria.com/tenders/) |

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

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

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

**Mercy Corps strictly prohibits**:

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

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

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

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

* *The sharing or obtaining of confidential information*

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

* *Collusion between/among offerors*

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

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

[**http://mercycorps.org/integrityhotline**](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 [2 month] from its date of submission.
* All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
* Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
* Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases, Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
* This Tender does not obligate Mercy Corps to execute a contract, nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

**2.3 Supplier Eligibility**

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

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

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

**2.4 Response Documents**

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

**2.5 Acceptance of Successful Response**

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

**2.6 Certification Regarding Terrorism**

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

# Criteria & Submittals

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| **3.1 Contract Terms** Mercy Corps intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all the terms and clauses contained in Section 6. |
| **3.2 Specific Eligibility Criteria** [To be completed in accordance with section 5.6 of the FP3]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:* A copy of business registration document (CAC)
* A copy of tax certificate and/or Tax Clearance
* A copy of signed and stamped offer sheet
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| **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 impact the technical evaluation of an offer severely and negatively. **Documents supporting the Eligibility Criteria:*** Provide Organizational Profile, showing **relevant** experience in construction since inception of business operations
* A copy of business registration document (CAC)
* A copy of tax certificate and/or Tax Clearance
* A copy of signed and stamped offer sheet

**Documents to conduct the Technical Evaluation and additional Due Diligence:** * Evidence of relevant projects successfully executed similar works (letter of award, contract documents, Purchase Orders, certificate of completion etc..) from a minimum of 5 organizations and for projects performed within the last 5 years
* Completion time of the project with detailed work plan.
* CVs/Profiles of the executive management body and other top technical staff clearly indicating the years of professional qualification in construction and relevant educational profiles.
* Evidence of financial capacity/banking support to execute the contract if successfully selected
* Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project

The lowest bid meeting the eligibility and technical criteria and with reasonable timeframe for completing the works will be considered the most competitive offer**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. a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.Offerors must not include VAT and customs duties in their offer. However, Mercy corps will charge Withholding Tax in line with government regulation in Nigeria |
| **3.4 Currency** Offers should be submitted in: NGN Payments will be made in: NGN  |

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| **3.5 Tender Evaluation (Trade-Off Selection Method)**Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation** ***Trade-Off Method***Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criterion is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria have been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process. Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criterion based on the following scale:

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| **Point** | **Rationale** |
| 0 | Not acceptable; has not met any part of the specified criteria |
| 1-4 | Has met only some minimum requirements and may not be acceptable |
| 5 | Acceptable |
| 6-9 | Acceptable; has met all requirements and exceeds some |
| 10 | Acceptable; has exceeded all requirements |

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| **Evaluation Criteria** | **Weight****(%)** | **Possible Points** **(1 to 10)** | **Weighted Score** |
| **(A)** | **(B)** | **(A\*B)** |
| **Company Profile with Experience – 20 Points**Provide Organizational Profile, showing **relevant** experience in construction since inception of business operations.* More than 10 years’ experience – 20 Points
* 5 to 10 years’ experience – 15 Points
* Less than 5 years – 10 Points
 | 20% |  |  |
| **References and verifiable evidence of similar services – 20 Points**Evidence of relevant projects successfully executed similar works (letter of award, contract documents, Purchase Orders, certificate of completion etc..) from a minimum of 5 organizations and for project performed within last 5 yearsEach of the relevant project with documentary proof on client letter head, signed and stamped and indicating value of the contract – 4 Points | 20% |  |  |
| **Completion time of the project with detailed work plan – 10 Points**Offers with total delivery time within 60 days will be awarded full marks. | 10% |  |  |
| **Financial Capacity – 20 Points**Evidence of financial capacity/banking support to execute the contract if successfully selected * N100 – 150 M – 10 Points
* N150 – 200 M – 15 Points
* N200 – 250 M – 20 Points
 | 20% |  |  |
| **Management Profile – 5 Points**Detailed CVs of top technical staff having professional Engineering qualification from approved body. Attach evidence of professional certificates & membership with professional body and experience in the construction industry.* Minimum 2 professionals with a degree in Engineering from Registered Institute – 3 Points
* Details of other engineering and technical staff – 2 points
 | 5% |  |  |
| Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project – 5 Points | 5% |  |  |
| **Financial Proposal – 20 Points**Lowest Bidder – 20 Points2nd Lowest Bid – 15 Points3rd Lowest Bid – 10 Points4th Lowest Bid – 5 PointsMCN will retain a bid guarantee of 5% as a retention fee for confirmation to execute the contract within the time specified. Delays in works not communicated & agreed with MCN in advance may lead to a deduction in retention fee as agreed in contract on each day of delay. | 20% |  |  |
| **TOTAL POSSIBLE SCORE:** | **100%** |  |  |

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| **3.5.2 Additional Due Diligence**Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):* Reference Checks
* Supplier’s facility visits
* Determination of relations and affiliations between offerors
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# Offer Form

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| **Offerors must submit their own independent offer including at least (but not limited to):*** All documents requested in the “Eligibility Criteria” section of this Tender Package
* All documents requested in the “Tender Submittals” section of this Tender Package
* All information listed in the “Documents Comprising the Proposal” section below

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

***Documents Comprising the Proposal***

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

* **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
* A detailed specification of the offered goods, services and/or works (Proposal)
* 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 – **Please note that MCN will keep a 5% of the total contract as retention fee.**
* Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
* Other important documents offeror feels need to be attached to support their proposal

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

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

# 5. Scope of Work/Technical Specifications

**5.1 Background**

The Small-Town Water, Sanitation, and Hygiene (STWASH) Activity is a five-year, initiative funded by the United States Agency for International Development (USAID), covering the states of Adamawa, Yobe, and Borno in North East Nigeria. The Activity is to support the sustainable improvements in access to basic water and sanitation that are necessary to facilitate ongoing recovery, peacebuilding, and economic development across the region.

The goal of the program is to facilitate the economic recovery of some crisis-affected communities and bolster the capacity of the state governments in providing essential WASH services and creating and sustaining enabling environments for Small Towns Water Supply and Sanitation Agencies (STWSSAs) and Water Consumers Associations (WCAs) to operate effectively.

The program has two broad components; expanded access to water and for sanitation facilities and strengthening capacity for small town water governance.

**5.2 Special Conditions**

* Development of a Project Work Plan – Prior to start of construction, the Contractor shall develop a project work plan for the review and approval of the Mercy Corps Engineer describing the means and methods for construction, provisions to maintain site safety, security, environmental protection and the means to avoid disruption the local population. A work schedule including anticipated delivery times of all major materials and equipment shall be provide and updated as necessary.
* Site Accommodations – Contractor shall be responsible for provision of any site office or storage facilities for execution of the works
* Project Meetings - Contractor shall attend regular site meetings on a schedule as approved by the Mercy Corps Engineer. Issues such as work progress, community impacts and site safety shall be discussed at each meeting.
* Site Access - Contractor shall be responsible for maintaining access by the public to all areas around the limits of construction. Any temporary measures such as additional walkways, pedestrian bridges or security barriers shall be provide by the Contractor.
* Traffic Control – Contractor shall ensure continuous traffic control in the vicinity of the works to maintain movement of public traffic to the maximum extent possible. Any required signage, temporary diversions or flagging shall be the responsibility of the Contractor.
* Site Security – Contractor shall be responsible for security of all project materials and equipment - whether in stockpile or transit, construction equipment and any partially completed works until handover to Mercy Corps at the completion of the project. Any site monitoring or surveillance shall be the responsibility of the Contractor.
* Site Maintenance - The project site shall be maintained in a reasonably neat and orderly condition by the Contractor and his sub- contractors and kept free from accumulations of waste materials and rubbish during the entire construction period. The Contractor shall remove all crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day.
* Protection of existing improvements – Prior to start of construction, the Contractor and the Engineer shall jointly photograph all improvements in the site vicinity to document initial site conditions prior to the work. All roads, paths, fencing, signage, utilities, lighting, and all other existing improvements shall be protected at the Contractors cost throughout the construction. Any damage incurred due to the project construction activities shall be restored at the Contractor’s cost.
* Temporary utilities – Contractor shall make provisions for and pay all costs associated with the use of temporary utilities.
* Environmental protection - Contractor is responsible for protecting the environment in the vicinity of the works including vegetation, water courses and drainage ways. The Contractor shall ensure no oils, lubricants fuels, or hazard waste products are allowed to spill on the ground. Any such spills shall be reported to the Mercy Corps engineers and cleaned up immediately as approved by the MC Engineer and at the cost of the Contractor.
* Noise and Dust Control - Contractor shall implement measures to control noise and dust to avoid creating a nuisance for the public as required by local ordinance and as directed by the Mercy Corps Engineer. Hours of construction shall be limited as dictated by local ordinances where applicable or others wise be limited to daylight hours.
* Health and Safety – Maintaining site health and safety is the responsibility of the Contractor. The Contractor shall designate a Site Safety Officer (SSO) who always oversees the operation. He/she must ensure the safe execution of the works and report any injuries or deaths immediately to the Mercy Corps Engineer. In particular, the SSO shall monitor all activities to ensure protection of potentially vulnerable communities’ members such as children, women and girls.

The Contractor shall develop for the Engineer review and approval a COVID-19 Site Protection Plan demonstrating how the Contractor will protect the health and safety of Contractor and Mercy Corps staff, and any public that will be in the vicinity of a project site or impacted by this construction project. A COVID-19 Protection Plan shall be in place for the duration of this contract, unless WHO or local authorities have declared the region in which the project is located as COVID-19- free and no extra health and safety precautions are required.

The COVID-19 Site Protection Plan shall be protective of the contractor’s workers, Mercy Corps staff who come on site, and the neighboring public who is impacted because of this project. The COVID-19 Site Protection Plan shall, at a minimum, comply with all local laws and regulations and meet the best practices as recommended by recognized international authorities such as WHO or UNICEF.

The COVID-19 Site Protection Plan shall also, at a minimum, contain the following elements and corresponding mitigation measures:

1.      Site security and access control

2.      Potential at- risk population (i.e. contractor workers, Mercy Corps Staff, general public, etc.)

3.      Onsite monitoring and mitigation measures (temperature monitoring, hand sanitizers/hand washing, proper PPE’s, etc.)

4.      Records and Reporting

* Record Drawings – As-built record drawings shall be maintained by the Contractor and shared with the Mercy Corps Engineer at project completion. All modifications and variations from the work as tendered shall be shown.
* Site Cleanup - Prior to completion of the project, the Contractor shall cleanup all debris and waste materials and return the site to a preconstruction condition as determined by the initial photo documentation described in 1.8 above.

**5.3 Bill of Quantities**

Kindly refer to the annex for the bill of quantities:

* Annex 7 - BoQ 1.
* Annex 8 - BoQ 2.
* Annex 9 - BOQ 3.
* Annex 9 - BOQ 3

# 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.

**INTERMEDIATE WORKS CONTRACT**

**Contract No. \_\_\_\_\_\_**

THIS SERVICE CONTRACT entered into as of 27th September 2021 by and between MERCY CORPS, Ltd/Gte a not-for-profit organization incorporated under the laws of Nigeria with the Corporate Affairs Commission (RC 1084490) as a company limited by guarantee having its head office at Plot 166, Umaru Dikko Street, Abuja Nigeria (“**Mercy Corps**”), represented by the Country Director, Ndubisi Anyanwu.

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: Authorized Representative, Owner, Payment Terms and Subcontractor Percentage Limit. “**Contract**” means this Works Contract as amended, modified, or supplemented from time to time together with its Schedules and appendixes (if any). “**Statement of Work**” means the Statement of Work attached as Schedule II. “**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 change is permitted without Mercy Corps’ prior written consent following the Change Order processes required in this Contract.
3. **Subcontractors**.
	1. 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 (or with another Subcontractor) 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.
	2. Even when allowed, Contractor must notify in writing MC’s Authorized Representative in advance of any subcontractor it intends to hire. MC’s authorized representative may reject any subcontractor if MC has reasonable grounds to believe that the subcontractor is not qualified to perform the work, is charging more than the market rate or would violate any of the warranties and representations in this Contract. In no event will Contractor be reimbursed or paid by Mercy Corps for any amounts paid or owed to subcontractors that exceeds the Subcontracting Percentage Limit in Schedule I.
	3. 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.
	4. 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.
4. **Risk of Loss to Contractor and Subcontractor Property.**

Contractor will bear the risk of any loss, damage, or destruction of its own property, 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.

1. **Insurance and Bonding.**

Contractor will comply with the insurance and bonding requirements, if any, set forth on Schedule I attached hereto.

1. **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 any Subcontractor.

1. **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.

1. **Inspection Rights and Final Acceptance**.
	1. Mercy Corps and Owner (if applicable) will 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 or owner determines that Contractor or its subcontractors are in breach of any provision in this Contractor 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.
	2. Mercy Corps will use its best efforts conduct a final inspection of the work with Contractor.
2. **Invoicing and Payment.**
	1. 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 Number; (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, and (v) 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, 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.
	2. 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.
3. **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.
4. **Representations, Warranties and Additional Covenants**. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follow and agrees that Owner is a third-party beneficiary of these representations, warranties and covenants:
	1. Contractor has full rights and authority to enter and perform its obligations under this Contract. Contractor’s performance will not violate any agreement or obligation between Contractor and any third party.
	2. Contractor has the requisite skills to perform the Work.
	3. Contractor possesses all governmental and other certifications and licenses necessary to perform the Work.
	4. Contractor will, and will cause each Subcontractor to, comply with all applicable law, regulations and rules in the execution and performance of the Work.
	5. (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 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.
	6. 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.
	7. 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.
	8. 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>).
	9. 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.
	10. 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.
	11. 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.
	12. 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.
	13. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
	14. Contractor [or supplier] understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([www.mercycorps.org/integrityhotline](http://www.mercycorps.org/integrityhotline)). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.
5. **Independent Contractor**. 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.
6. **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
7. **Indemnification**. Contractor will indemnify Mercy Corps and Owner and each of their 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 in the case of a claim by Owner against Mercy Corps, a claim brought by 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 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.
8. **Termination and Remedies**. This Contract may be terminated under the following circumstances:
	1. by both Parties on mutual written agreement of the Parties.
	2. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired.
	3. by Mercy Corps immediately upon written notice in the event Mercy Corps’ donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under the Additional Terms.
	4. 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.
	5. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
	6. 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 for Contractor’s convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. 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 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.

1. **Dispute Resolution**. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.
2. **Access to Books and Records**. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
3. **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
4. **Miscellaneous**.
	1. 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.
	2. This Contract will be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that, except with respect to Subcontractors (to the extent permitted hereunder), 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.
	3. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on 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).
	4. Time is of the essence of each and every obligation of Contractor under this Contract.
	5. 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.
	6. 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.
	7. 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 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.
	8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract.
	9. 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.

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

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| --- | --- |
| MERCY CORPSBy: Name: Title:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: Name: Title:  |

**SCHEDULE I**

**Additional Terms**

1. **Payment Terms**:

 (a) Pricing: This is a fixed price contract. Contractor will fully and completely perform the Work and Mercy Corps will have no obligation to pay any Contractor expenses, costs, fees, taxes or penalties no matter how incurred. Mercy Corps obligation is only to pay Contractor: *[Amount and currency] (****“Contract Value”)****.*

 (b) Invoicing and Payment Schedule:

Contractor will submit an Invoice in accordance with pricing as specified in the Contract.

 iii. **Retention, Hold-Back and Final Invoice and Payment**: Mercy Corps will hold back [xxx] from each payment invoiced as retention to ensure full and final completion of the Work (**“Retention**”). Contractor will not invoice Mercy Corps for this amount until the Work has been fully completed and finally accepted by Mercy Corps. Mercy Corps will withhold this final payment for xxx days after final acceptance and receipt of the final invoice. If during this period Mercy Corps becomes aware of a breach of this Contract by Contractor, Mercy Corps will not be obligated to pay the Retention amount until such breach is corrected and after deducting any damages, including, if applicable, liquidated damages from the Retention amount.

1. **Is Subcontracting Allowed:** yes or no (circle one).
2. **Subcontractor Percentage Limit:** *[Internal Guidance: Mercy Corps’ default limit is 30%]*.

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| 1. **Authorized Representatives and Contact Information:**

**Mercy Corps:**  1. Change Orders: Only the following Mercy Corps employees are authorized to agree to any Change Order or other amendment of this Contract:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_1. Invoices; Accept/Reject Work: Only the following Mercy Corps employees are authorized to receive invoices, accept or reject Work:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_**Contractor:** Contractor’s authorized representative for all purposes is: Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. **Contractor’s Required Insurance Policies and Limits:**

 a. Commercial General Liability Insurance: Contractor is required to maintain contractor’s liability insurance with a per occurrence policy limit of at least

 b. Workers Compensation Insurance: Contractor must maintain insurance sufficient to cover its workers for any on the job injuries and sufficient to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract. Contractor must also require that its subcontractors maintain adequate workers’ compensation insurance.

d. Additional Insurance Required by Mercy Corps Donor: If applicable, see the Donor Terms for any additional donor mandated insurance requirements.

1. **Bonds:**

Prior to beginning work or issuing its first invoice, Contractor must provide Mercy Corps with the following bonds:

a. Payment Bond: payment bond in an amount equal to One Hundred Percent (100%) of the total contract value (“Payment Bond”) shall either be in the form supplied by Owner or shall be in such other form as approved by Owner.
 b. Performance Bond: A performance bond in an amount equal to One Hundred Percent (100%) of the total contract value.
 c. Maintenance (or Warranty) Bond: A maintenance or warranty bond in an amount equal to 5% of the total contract value and which will remain in effect for a period of at least two years after final acceptance and payment by Mercy Corps.

Payment, Performance and Maintenance Bonds must reference this Contract, and must allow Mercy Corps to draw against them in an appropriate amount as determined by the Mercy Corps using its sole discretion, when any damages to Mercy Corps or Owner results from the Contractor’s services pursuant to this Contract, or Contractor’s malfeasance, misfeasance, or breach of this Contract. The purpose of these bonds is to secure the performance of and the compliance with this Contract by and between the Contractor and Mercy Corps; the bond shall not be transferable.

1. **Liquidated Damages:**

Are liquidated damages applicable to the Contract? Yes or No (circle one)

If yes, liquidated damages will be calculated as follows:

**Termination for Convenience Notice Period**: \_\_\_\_\_\_\_\_\_\_\_ (the **“Termination Notice Period”).**

1. **Donor Terms**: *[If applicable, include the following statement here:* The Donor Terms set forth in Schedule III to the Contract are hereby incorporated in the Contract by reference*.*

**SCHEDULE II**

**Statement of Work**

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| **Work and Statement of Work**: In accordance with the terms of the Contract, Contractor agrees to perform the following work in the following manner. a. Background: b. Scope of Work:c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section below: i. Deliverable 1: ii. Deliverable 2: *[add additional deliverables as needed].*d. Specifications and Contract Documents: The Work will be completed in strict adherence to the specifications, including design specifications, engineering specifications, safety specifications, materials specifications and quantities, construction schedules and inspections schedules etc., in the following contract documents (“**Specifications**”): The term “**Work”** means all services and goods, including delivery of all deliverables, described in this clause, which is the statement of work (the “**SOW**”).e. Special Conditions – Specifications:* Development of a Project Work Plan – Prior to start of construction, the Contractor shall develop a project work plan for the review and approval of the Mercy Corps Engineer describing the means and methods for construction, provisions to maintain site safety, security, environmental protection and the means to avoid disruption the local population. A work schedule including anticipated delivery times of all major materials and equipment shall be provide and updated as necessary.
* Site Accommodations – Contractor shall be responsible for provision of any site office or storage facilities for execution of the works
* Project Meetings - Contractor shall attend regular site meetings on a schedule as approved by the Mercy Corps Engineer. Issues such as work progress, community impacts and site safety shall be discussed at each meeting.
* Site Access - Contractor shall be responsible for maintaining access by the public to all areas around the limits of construction. Any temporary measures such as additional walkways, pedestrian bridges or security barriers shall be provide by the Contractor.
* Traffic Control – Contractor shall ensure continuous traffic control in the vicinity of the works to maintain movement of public traffic to the maximum extent possible. Any required signage, temporary diversions or flagging shall be the responsibility of the Contractor.
* Site Security – Contractor shall be responsible for security of all project materials and equipment - whether in stockpile or transit, construction equipment and any partially completed works until handover to Mercy Corps at the completion of the project. Any site monitoring or surveillance shall be the responsibility of the Contractor.
* Site Maintenance - The project site shall be maintained in a reasonably neat and orderly condition by the Contractor and his sub- contractors and kept free from accumulations of waste materials and rubbish during the entire construction period. The Contractor shall remove all crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day.
* Protection of existing improvements – Prior to start of construction, the Contractor and the Engineer shall jointly photograph all improvements in the site vicinity to document initial site conditions prior to the work. All roads, paths, fencing, signage, utilities, lighting, and all other existing improvements shall be protected at the Contractors cost throughout the construction. Any damage incurred due to the project construction activities shall be restored at the Contractor’s cost.
* Temporary utilities – Contractor shall make provisions for and pay all costs associated with the use of temporary utilities.
* Environmental protection - Contractor is responsible for protecting the environment in the vicinity of the works including vegetation, water courses and drainage ways. The Contractor shall ensure no oils, lubricants fuels, or hazard waste products are allowed to spill on the ground. Any such spills shall be reported to the Mercy Corps engineers and cleaned up immediately as approved by the MC Engineer and at the cost of the Contractor.
* Noise and Dust Control - Contractor shall implement measures to control noise and dust to avoid creating a nuisance for the public as required by local ordinance and as directed by the Mercy Corps Engineer. Hours of construction shall be limited as dictated by local ordinances where applicable or others wise be limited to daylight hours.
* Health and Safety – Maintaining site health and safety is the responsibility of the Contractor. The Contractor shall designate a Site Safety Officer (SSO) who always oversees the operation. He/she must ensure the safe execution of the works and report any injuries or deaths immediately to the Mercy Corps Engineer. In particular, the SSO shall monitor all activities to ensure protection of potentially vulnerable communities’ members such as children, women, and girls.

The Contractor shall develop for the Engineer review and approval a COVID-19 Site Protection Plan demonstrating how the Contractor will protect the health and safety of Contractor and Mercy Corps staff, and any public that will be in the vicinity of a project site or impacted by this construction project. A COVID-19 Protection Plan shall be in place for the duration of this contract unless WHO or local authorities have declared the region in which the project is located as COVID-19- free and no extra health and safety precautions are required.The COVID-19 Site Protection Plan shall be protective of the contractor’s workers, Mercy Corps staff who come on site, and the neighboring public who is impacted because of this project. The COVID-19 Site Protection Plan shall, at a minimum, comply with all local laws and regulations and meet the best practices as recommended by recognized international authorities such as WHO or UNICEF. The COVID-19 Site Protection Plan shall also, at a minimum, contain the following elements and corresponding mitigation measures:1.      Site security and access control2.      Potential at- risk population (i.e., contractor workers, Mercy Corps Staff, general public, etc.)3.      Onsite monitoring and mitigation measures (temperature monitoring, hand sanitizers/hand washing, proper PPE’s, etc.)4.      Records and Reporting* Record Drawings – As-built record drawings shall be maintained by the Contractor and shared with the Mercy Corps Engineer at project completion. All modifications and variations from the work as tendered shall be shown.
* Site Cleanup - Prior to completion of the project, the Contractor shall cleanup all debris and waste materials and return the site to a preconstruction condition as determined by the initial photo documentation described in 1.8 above.
 |
| **Performance Period:** |
| *Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Completion Date: \_\_\_\_\_\_\_\_\_\_\_* | *Deliverable Date1* *Deliverable Date 2:*  |

S**CHEDULE III**

 **Donor Terms**

**Other Contract Provisions Required by Law or MC’s Donor**

 **A: ECHO General Conditions**

**Liability/Indemnity**

Under no circumstances nor for any reason whatsoever will the European Commission be held liable for damages as a result of the work pursuant to this Contract.

**Right of Access/ Audit**

1. The Contractor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.
2. The Contractor will allow Mercy Corps or the European Commission (or any other organization authorized by the European Commission) access to the location where the Contractor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

**Confidentiality**

The Contractor acknowledges that Mercy Corps Nigeria has reporting obligations to the European Commission.  Accordingly, the Contractor consents to Mercy Corps Nigeria sharing information about the Contractor or the Services with the European Commission as required.

**Conflict of Interest**

1. The Contractor shall take all reasonable precautions to avoid any conflict of interests and shall inform MCS without delay of any situation constituting or likely to entail a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

**Anti-Corruption**

The Parties recognize that Mercy Corps has a zero-tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of MCS, confirming in writing that they have complied with this Clause number and provide any information reasonably requested in support of such compliance.

Mercy Corps recognizes that in complying with this Clause number, the Contractor is not expected to risk life, limb or freedom.

**B: DFID requires certain clauses and provisions to be included in all contracts.**

**Liability/Indemnity**

The Solicitor acknowledges that DFID will not be held responsible for or in relation to the activities of the Solicitor under this Contract.

**Right of Access/ Audit Access**

The Solicitor shall permit Mercy Corps, its donor, DFID (UK), and/or the UK’s National Audit Office and/or any of their duly authorized representatives, access to project sites and relevant records, including books, documents, papers (including in electronic format) for the purpose of monitoring, evaluation, and audit. Such verification or audit may take place at any time during this Contract and up to seven years after final payment made under this Contract.

**Anti-Corruption and Anti-Bribery**

The parties recognize that Mercy Corps has a zero-tolerance approach to bribery and corruption. The Solicitor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps’ Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Solicitor becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this Section and provide any information reasonably requested in support of such compliance.

 **Cancelation of the contract**

If any illegal or corrupt practices were or are committed in the award or execution of this Contract, including if any offer, gift, payment, contribution or benefit of any kind was accepted as an inducement or reward for the award or execution of this Contract, this Contract will be cancelled with immediate effect, in which case Mercy Corps will return to the Solicitor any items delivered and the Solicitor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed).

**Confidentiality**

The Solicitor acknowledges that Mercy Corps has reporting obligations to DFID.  Accordingly, the Solicitor consents to Mercy Corps sharing information about the Solicitor or the Services with the DFID as required.

**Conflict of interest**

The Solicitor shall take all reasonable precautions to avoid any conflict of interests and shall inform Mercy Corps without delay of any situation constituting or likely to entail a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

**Intellectual Property Rights**

Mercy Corps shall be the owner of any product and/or copyrightable item that results from the performance of the Contract.

**C: Child and Vulnerable Adults Protection Policy**

Mercy Corps aims to safeguard children/vulnerable adults from abuse, violence and exploitation in all that we do, in line with Article 19\* of United Nations Convention on the Rights of the Child.

Besides economic, social and political problems affecting large numbers of children/vulnerable adults in countries where Mercy Corps works, individuals may be at risk from abuse by adults or other children. This policy concerns maltreatment of a child/vulnerable adult in contact with a Mercy Corps team member. Mercy Corps’ policy is to react sensitively to any suspicions or allegations and deal with them appropriately. Any team member who has suspicions of or has witnessed any form of inappropriate behavior as defined in this policy should immediately report it to the Country Director or Regional Program Director as appropriate and the UK HR Director or US HR Services Director.

Any employee who is accused of inappropriate behavior towards a child/vulnerable adult, regardless of whether this is within or outside the work context, will be immediately removed from contact with children/vulnerable adults in the work context while the incident is being investigated.

Any inappropriate behavior towards a child/vulnerable adult, regardless of whether this is within or outside the work context, could constitute gross misconduct and could result in termination of employment. Appropriate action will also be taken against partners and others engaged in our work.

Mercy Corps works in many situations which are inherently abusive to children/vulnerable adults, and in some situations it is unrealistic to intervene on a personal level in the lives of individuals who could be seen as suffering ‘abuse’ in the widest sense. Such concerns may be addressed more appropriately at a programmatic level. However, Mercy Corps team members may well have a professional duty to act where there are concerns in relation to children/vulnerable adults with whom they are in contact, directly or indirectly. Their ability to act may be severely limited by particular circumstances prevailing locally, but concerns must still be raised, and possible action considered.

**Values and Principles in working with Children/Vulnerable Adults:**

When team members are in contact with children/vulnerable adults, they should:

* At all times treat children/vulnerable adults with respect.
* Regard them positively and value them as individuals who have specific needs and rights and a particular contribution to make.
* Work with them in a spirit of co-operation and partnership based on mutual trust and respect; value their views and take them seriously
* Work with them in ways that enhance their inherent capacities and capabilities, and develop their potential
* Strive to understand them within the context in which they live.

**It is important for all team members in contact with children/vulnerable adults to:**

* Be aware of situations which may present risks and manage these risks.
* Plan and organize the work and the workplace so as to minimize risks as far as possible.
* Ensure that a culture of openness exists to enable any issues or concerns to be raised and discussed.
* Ensure that a sense of accountability exists between team members so that poor practice or potentially abusive behavior does not go unchallenged.

**Team members must be especially aware of potential abusive situations when working with children.**

Team members must never:

* Develop physical/sexual relationships with children
* Develop relationships with children which could in any way be deemed exploitative or abusive
* Act in ways that may be abusive or may place a child at risk of abuse.

**Team members must avoid actions or behavior that could be construed as poor practice or potentially abusive. For example, they should never:**

* Use language, make suggestions, or offer advice, which is inappropriate, offensive or abusive
* Behave physically in a manner toward children which is inappropriate or sexually provocative
* Have a child/child with whom they are working stay overnight at their home unsupervised
* Sleep in the same room or bed as a child with whom they are working
* Do things for children of an intimate personal nature that they can do for themselves
* Condone, or participate in, behavior toward children which is illegal, unsafe or abusive
* Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse discriminate against, show differential treatment, or favor particular children to the exclusion of others

**Prevention of Sexual Exploitation and Abuse Policy**

All Mercy Corps team members must be aware of and adhere to the Core Principles laid out by the United Nations and INTERACTION in 2002, to which Mercy Corps is committed.

1. Sexual activity with children (persons under the age of 18, when not legally married) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
2. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes an exchange of assistance that is due to beneficiaries. Sexual acts with prostitutes are prohibited at any time during employment with Mercy Corps.
3. Sexual relationships between expatriate humanitarian workers and beneficiaries are prohibited since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
4. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via established agency reporting mechanisms.
5. Humanitarian workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of the code of conduct. Managers at all levels have responsibility to support and develop systems that maintain this environment.
6. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment

**D: Other USAID 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>).

1. 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.
2. 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.
3. Mercy Corps, USAID, 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.
4. 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.

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 employee’s 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.

1. 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
2. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: https://oig.usaid.gov/content/usaid-contractor-reporting-form

1. The Contractor agrees to incorporate the terms of “Annex C” word-for-word in all of its sub-contracts funded under this Contract, if any.
2. Department of State Annex C [For Contracts to Be Performed Outside of the U.S.]

**E: Other DOS 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 Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
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 has been paid or will be paid to 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, the US Department of State, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a contractor’s personnel for the purpose of interview and discussion related to such documents.
5. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate for the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Contractor does not promote, support, or advocate the legalization or practice of prostitution.
6. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, 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 that this Contract is in effect; or

(iii) Use forced labor in the performance of the Contract.

1. The Contractor agrees to incorporate the terms of “Annex E” word-for-word in all of its sub-contracts funded under this Contract, if any.

**F: Other Contract Provisions Required by Law or European Union**

MERCY CORPS has received funding from the European Union. MERCY CORPS, in accordance with the European Union regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

**Liability/Indemnity**

Under no circumstances nor for any reason whatsoever will the European Union be held liable for damages as a result of the work pursuant to this Contract.

**Right of Access/ Audit**

1. The Vendor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.
2. The Vendor will allow MERCY CORPS or the European Union (or any other organisation authorised by the European Union) access to the location where the Vendor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

**Conflict of Interest**

The Contractor shall take all reasonable precautions to avoid any conflict of interests and shall inform MCS without delay of any situation constituting or likely to entail a conflict of interests. There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

**Confidentiality**

The Vendor acknowledges that MERCY CORPS has reporting obligations to the European Union.  Accordingly, the Vendor consents to MERCY CORPS sharing information about the Vendor or the Services with the European Union as required.

**Anti-corruption**

The Parties recognize that MERCY CORPS has a zero tolerance approach to bribery and corruption. The Vendor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of MERCY CORPS Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to MERCY CORPS any bribery issues which the Vendor becomes aware of during this Contract; and, at the reasonable request of MERCY CORPS, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

MERCY CORPS recognizes that in complying with this Clause, the Vendor is not expected to risk life, limb or freedom.

**Visibility**

Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: “This document has been produced with the financial assistance of the European Union. The views expressed herein should not be taken, in any way, to reflect the official opinion of the European Union.

**Principal of Ethical Procurement**

The Vendor acknowledges that MERCY CORPS must comply with the European Union’s principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labour, and the respect of basic social rights and working conditions based on international labour standards.

**Payment/ Service Fee**

Payment will be made to [Contractor’s] bank account:

|  |  |
| --- | --- |
| **Account No.** |  |
| **Account Name** |  |
| **Bank Name** |  |
| **Tin No** |  |

**Intellectual Property Rights**

MCS shall be the owner of any [product copyrightable, patentable item] that results from the performance of the Contract. The Contractor grants the right to MCS and the European Commission to use freely and as it sees fit all documents produced under this Contract, whatever their form or medium.

**Procurement:**

If the Contractor will also carry out procurement (e.g. for travel or supplies), please contact MCS Compliance.

**G: Other USDA 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 Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
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 has been paid or will be paid to 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, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a contractor’s personnel for the purpose of interview and discussion related to such documents.
5. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, 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 time that this Contract is in effect; or

(iii) Use forced labor in the performance of the Contract.

1. The Contractor agrees to incorporate the terms of “Donors” word-for-word in all of its sub-contracts funded under this Contract, if any.

**H: Reporting of currency and cash-based transaction required under Nigerian laws.**

1. The special control unit against money laundering (SCUML) as well as Federal Ministry of Industry, trade and investment, in line with the provision of the “Money Laundering (Prohibition) Act (TPA)” 2011 (as amended) and Federal Ministry of Industry, Trade and Investment (designation of Non-Financial institutions) 2013 and 2016 respectively, requires designated non-financial institutions to report all currency transactions of N5,000,000 and above, in case of an individual or N10,000,000 and above, in the case of a body corporate within seven (7) days from the date of transaction.
2. The laws also require designated non-financial institutions to report all cash-based transactions in excess of $1,000 or its equivalent within seven (7) days to SCUML through its online platform.
3. Accordingly, Mercy Corps, being a registered and designated non-financial institution, incompliance with above requirements in clause a and b of this document is obliged to report all transaction to SCUML.
4. By signing this document, the vendor/contractor/service provider unconditionally allows Mercy Corps to share necessary data and documents with SCUML and the “Economic and Financial Crimes Commission (EFCC).
5. Vendor/contractor/service provider also agrees to allow SCUML and EFCC the unconditional access to his bank account(s), account books and daily ledger with regard to the amount paid against this contract.

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

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form template**

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

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

**Financial Information**

|  |  |
| --- | --- |
| Bank Name Account Number and Address |  |
| Name under which company is registered at bank |  |
| Payment Terms | Payment By: Check Yes | No Wire Transfer Yes | No  |
| Specify Standard Payment Terms (Net15, 30, etc.) |  |

**Product/Service Information**

|  |  |
| --- | --- |
| List Range of Products/Services Offered |  |
| Basis For Pricing (Catalog, List, etc.) |  |

**References**

|  |  |
| --- | --- |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |

**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 having 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 use for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company’s Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

If the Company cannot certify to any of the above it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name: 

Name of Representative: 

Title: 

Signature: 

Date: 

**Attachment 2 -Price Offer Sheet template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Price Offer Sheet** |  |  |  |

|  |
| --- |
| MC Logo Vertical.jpg |

 |
| **Item Description** | **Quantity** | **Unit of Measure** | **Total Price** |
| Drilling of 4 NO. boreholes, Construction of Elevated Water storage tank with capacity of 50cubic metres and Rehabilitation of an existing groundwater storage tank with capacity of 50cubic meters, Reticulation and Water treatment facility at Gangarasso Water Scheme at Luggere Ganye LGA | As per BOQ 1  | As per BOQ 1  |  |
| Rehabilitation of existing Borehole and construction of overhead tank with capacity of 25 cubic meters at PHCC Old Market, Sangassumi - Ganye LGA  | As per BOQ 2  | As per BOQ 2  |  |
| Drilling of borehole, Rehabilitation upgrading of an existing elevated storage tank to capacity of 25 cubic meters, Installation of 3 stand taps and Water treatment facility at Government Girls Secondary and Primary School GRA Gangarasso - Ganye LGA | As per BOQ 3  | As per BOQ 3  |  |
| Rehabilitation of an existing borehole and construction of elevated storage tank with capacity of 25cubic meters, Installation of 3 stand taps and Water treatment facility at Government Secondary and Primary School Sangassumi,- Ganye LGA of Adamawa State. | As per BOQ 4 | As per BOQ 4 |  |
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|  |  |  |  |
| **Total before tax:** |  |  |  |
| **VAT (if Applicable)** |  |  |  |
| **Total:** |  |  |  |
| **Company Name:** |   |
| **Name of Representative:** |   |
| **Title:** |   |
| **Signature:** |   |
| **Date:** |   |
|  |  |  |  |  |
| **Tender #:** | **NIG/YOL/TEN18** |

**ANNEXES**

Annex 1. Gangaraso Water Scheme Drawings

Annex 2. Government Primary and Secondary School, Sangassumi Drawing.Pdf

Annex 3. GRA Government Girls Primary and Secondary School, Gangaraso Drawing

Annex 4. Ganye Reticulation Drawing

Annex 5. Technical Specifications

Annex 6. Ganye Tank

Annex 7 - BoQ 1 Gangarasso main water scheme at Luggere

Annex 8 - BoQ 2 Rehabilitation of Borehole at PHCC Old Market

Annex 9 - BoQ 3 Water Scheme at Govt. Girls Sec. and Pri. School GRA Gangarasso

Annex 10 - BoQ 4 Water Scheme at Govt. Sec. and Pri. School Sangassumi

Annex 11 - OLD MARKET PHCC

Annex 12 - Suction tank