# Invitation to Tender:

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| **Tender Name:** Master agreement for the Supply of shelter construction materials in different LGAs & Districts of Borno State | **Tender No:** NIG/MDG/TEN49 |
| **Location**: LGAs and Districts within Borno State | **Correspondence Language(s):** English |
| **Brief Summary Description of Project:**  Mercy Corps is an international relief and development organization working in over 40 countries worldwide helping people build secure, productive and just communities. Mercy Corps in Nigeria implements a variety of programs with the ultimate goal of building productive, secure and just communities. Since 2012 Mercy Corps and Corporate Fund have been developing a strong and productive relationship that seeks to “power sustainable social and business progress through cross-sector collaboration and improve the lives of people and their communities in our shared geographies.” In recognition of the nearly two billion people now living in countries where our partnership goals are threatened by fragility, conflict and violence, corporate fund adopted Mercy Corps as one of its Global Emergency and Disaster Relief Partners.  Mercy Corps is seeking potential suppler(s) to sign a Master Purchase Agreement (MPA) for the supply of Shelter construction materials for the communities affected by the conflict in Borno State, the North East Nigeria. Mercy Corps invites sealed bids from legally registered companies as described in section 5.2. | |

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| **Tender Package Available from:**  **19th May 2022 at 8:00am (WAT)** | **Tender Package Pickup Location:**  No 38 Kinshasa Road Old GRA Maiduguri\_ Borno State  or from website: [**www.mercycorps.org/tenders**](http://www.mercycorps.org/tenders) |
| **Deadline for Offer Submission: 30th May 2022 at 5:30pm (WAT)** | **Submit Offers to:**  In sealed envelope to: No 38 Kinshasa Road Old GRA Maiduguri – Borno State or by email: [**tenders@mercycorps.org**](mailto:ng-submissions-maiduguri@mercycorps.org) |

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

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| **Questions and Answers (Q&A)** | |
| If any, Submit Questions in writing to: **questions@mercycorps.org** or to No 38 Kinshasa Road Old GRA Maiduguri – Borno State. | |
| Last Day for Questions:  24th May 2022 at 12:00pm (WAT) | Questions will be answered by:  25th May 2022 at 3:00pm (WAT). All answers will be uploaded to www.mercycorps.org/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/BoQ * Sample Contract |

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# General Conditions for Tender

Mercy Corps invites offers for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers. The supplier will be responsible to deliver the entire order to Mercy Corps designated Location in Dikwa LGA Borno State

**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 bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

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

[**integrityhotline@mercycorps.org**](mailto:integrityhotline@mercycorps.org)

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

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

**2.2 Tender Basis:**

* All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
* No respondent should add, omit or change any item, term or condition herein.
* If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
* Each offeror may make one response only.
* Each offer shall be valid for the period of [two years] 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 bids. Furthermore, Mercy Corps reserves the right to reject any and all offers, if such action is considered to be in the best interest of Mercy Corps.
* The supplier will be responsible to deliver the entire order to Mercy Corps designated Location in Dikwa LGA Borno State

**2.3 Supplier Eligibility**

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

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

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

**2.4 Response Documents**

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

**2.5 Acceptance of Successful Response**

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

**2.6 Certification Regarding Terrorism**

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

# Criteria & Submittals

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| **3.1 Contract Terms**  Mercy Corps intends to issue acontract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6. |
| **3.2 Specific Eligibility Criteria**  Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.  **Eligibility Criteria:**   * **Must be registered in Nigeria with evidence of registration attached.** * Must have recognized bank account (Mercy Corps will make all payments in bank through bank transfers). * Must be able to accept 100% payment after delivery of goods. * Must have a **Tax identification number** (TIN) with evidence of registration with FIRS attached. (Note that Mercy Corps in Nigeria deducts withholding tax in accordance with government regulations.) |
| **3.3 Tender Submittals**  Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.  **Documents supporting the Eligibility Criteria:**   * Legal Business Registration * Latest Tax Registration Certificate * Must have evidence of good track record for similar contracts executed with references from previous clients **(please attach evidence to bid document).**   **Documents to conduct the Technical Evaluation and additional Due Diligence:**   * Company Profile, 2-page max. * References from previous work projects (including contact information) * Delivery time of each engagement (maximum 10 working days) * Valid company bank account. * Detailed Products Specifications 2-page max if vary from the required specifications   **Price Offer:**  The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price. The transportation cost should be included to total price up to, each location: Dikwa, Bama, Banki, Damboa, Damasak, Rann (Kala Balge), Ngala, Pulka, Banki, Monguno, Nganzai, Kaga (Benishek), Ngamdu, Konduga, Mafa, Jere, Gubio, Maiduguri **-** Borno state. The supplier will be responsible to deliver the entire order to Mercy Corps Designated distribution point or storage site. |
| **3.4 Currency**  Offers should be submitted in: NGN.  Payments will be made in: NGN through wire transfer. |

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| **3.5 Tender Evaluation** (**LPTA Selection Method**)  Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all bids, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Technical Evaluation**  ***Lowest Price, Technically Acceptable (LPTA)***  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier’s bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.  Only offerors who pass all criteria will move on to the next round of evaluation.  Pass/fail technical criteria are as follows:   |  |  | | --- | --- | | **Technical Criteria** | **Pass or Fail?** | | Evidence of previously done similarly project (service completion report, verifiable relevant contracts successfully executed within Borno State or the Northeast in general) |  | | Delivery Time/Project Schedule (maximum delivery or completion time in order for the supplier to pass is 10 calendar days from the date signing PO/TO under this framework) |  | | Compliance to tender specification (items technical specifications must conform to the items listed in 5.2) |  | | Corporate Capabilities. (Required minimum experience is at least 2 years). |  | | Price offer (Clear, error free and realistic offers will be considered, also bidder must provide offer for all item in all locations in order to qualify). |  | |
| **3.5.2 Financial Evaluation and Price/Cost Analysis**  All suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) will be accepted as the winning offeror(s) assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.3. |
| **3.5.3 Additional Due Diligence**  Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular offeror or offeror(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):   * Reference Checks * Supplier’s facility visits * Analysis of audited financial statements * Determination of relations and affiliations between offerors * Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform * Samples will be checked by committee at the vendor’s shop for the quality of the goods. |

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

***Documents Comprising the Bid***

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

* **Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
* A detailed specification of the offered items if vary from the required specifications
* Delivery time
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
* A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7
* Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
* Other important documents offeror feels need to be attached to support their bid

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

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

# Scope of Work/Technical Specifications

Mercy Corps is an international relief and development organization working in over 43 countries worldwide helping people build secure, productive, and just communities. Mercy Corps in Nigeria implements a variety of programs with the ultimate goal of building productive, secure and just communities. Since 2012 Mercy Corps have been developing a strong and productive relationship that seeks to “power sustainable social and business progress through cross-sector collaboration and improve the lives of people and their communities in our shared geographies, in recognition of the nearly two billion people now living in countries where our partnership goals are threatened by fragility, conflict and violence.

Mercy Corps is pleased to invite qualified suppliers to submit bids for the Supply of shelter construction materials to LGAs and districts across Borno State – Northeast Nigeria. The successful suppliers will sign a framework agreement (Master Agreement) with Mercy Corps for a period of two (2) years under an agreed fixed price and delivery locations within Borno State. The suppliers will be engaged under this Master Agreement through the issuance of Purchase Order or Task Order whichever suits the program requirement. Mercy Corps chooses to hold competitive bid for selection of companies/contractors, who will implement our requirements. We believe that competitive bids are the only way to fairly select the best company for the job while ensuring good prices and preventing collaboration and corruption. The process for the issuance of PO or TO is further explained below

1. Purchase Order (PO) – For in-kind supply of shelter construction materials, the supplier(s) will be issued a PO, detailing the items required and delivery location within a specified period of time. The items and the price are adapted from the signed framework (Master Agreement)
2. Task Order (TO) – For voucher modalities, the supplier will be issued a Task Order detailing the materials required and unit prices, the items can be grouped as kits or pieces whichever is the project requirement, the supplier will accept electron commodity vouchers issued by Mercy Corps to its participants in a given location for exchange using e-platform provided by Mercy. The project location is listed in the table below

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| **Central Senatorial District** | **South Senatorial District** | **North Senatorial District** |
| [Maiduguri](https://en.wikipedia.org/wiki/Maiduguri" \o "Maiduguri) | [Askira/Uba](https://en.wikipedia.org/wiki/Askira/Uba) | [Abadam](https://en.wikipedia.org/wiki/Abadam) |
| [Ngala](https://en.wikipedia.org/wiki/Ngala) | Ngoshe | Baga |
| [Kala/Balge](https://en.wikipedia.org/wiki/Kala/Balge) | Shani | Cross-Kauwa |
| [Mafa](https://en.wikipedia.org/wiki/Mafa) | [Bayo](https://en.wikipedia.org/wiki/Bayo,_Nigeria) | [Gubio](https://en.wikipedia.org/wiki/Gubio) |
| [Konduga](https://en.wikipedia.org/wiki/Konduga) | [Biu](https://en.wikipedia.org/wiki/Biu,_Nigeria) | [Guzamala](https://en.wikipedia.org/wiki/Guzamala) |
| [Bama](https://en.wikipedia.org/wiki/Bama,_Nigeria) | [Chibok](https://en.wikipedia.org/wiki/Chibok) | [Kaga](https://en.wikipedia.org/wiki/Kaga,_Nigeria) |
| [Jere](https://en.wikipedia.org/wiki/Jere,_Nigeria) | [Damboa](https://en.wikipedia.org/wiki/Damboa) | [Kukawa](https://en.wikipedia.org/wiki/Kukawa) |
| Banki | [Gwoza](https://en.wikipedia.org/wiki/Gwoza) | [Magumeri](https://en.wikipedia.org/wiki/Magumeri) |
| [Dikwa](https://en.wikipedia.org/wiki/Dikwa) | [Hawul](https://en.wikipedia.org/wiki/Hawul) | [Marte](https://en.wikipedia.org/wiki/Marte,_Nigeria) |
| Ngamdu | Pulka | Malam Fatori |
|  | [Kwaya Kusar](https://en.wikipedia.org/wiki/Kwaya_Kusar) | [Mobbar](https://en.wikipedia.org/wiki/Mobbar) (Damasak) |
|  |  | [Monguno](https://en.wikipedia.org/wiki/Monguno) |
|  |  | Ngamdu |
|  |  | [Nganzai](https://en.wikipedia.org/wiki/Nganzai) |

**5.2 Technical Specifications of the goods.**

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| **S/N** | **Material Descriptions** | **Unit** |
| 1 | Crushed Aggregate #67 size from 3/4" grade granite for fill, road and slab base and crushed aggregate #57-size of about 3/4". For concrete, asphalt mix, driveway. | 50kg Sack |
| 2 | Sharp sand texture for concrete work from river side. | 50kg Sack |
| 3 | Bama gravel for concrete work from river side. | 50kg Sack |
| 4 | Ordinary Portland cement 50KG packed in polybag (Dangote, Bua or Ashaka or equivalent) | 50kg Bag |
| 5 | 50 x 100 x 3600mm well-seasoned hard-wood timber (Obeche or Oro) | Pcs |
| 6 | 100 x 100 x 3600mm well-seasoned hard-wood timber (Obeche or Oro) | Pcs |
| 7 | 50 x 75 x 3600mm well-seasoned hard-wood timber (Obeche) | Pcs |
| 8 | 50 x 10 x 3600mm well-seasoned hard-wood timber (Oro) battens | Pc(s) |
| 9 | 100 x 50 x 3600mm well-seasoned hard-wood timber (Obeche) purlin | Pc(s) |
| 10 | 25 x 300 x 3600mm well-seasoned hard-wood timber fascia board (Oro) | Pc(s) |
| 11 | China Nylon thread twisted rope 6mm x 30m roll 3-stranded twisted rope | Roll |
| 12 | Used engine oil (diesel or petrol vehicle or electric generator engine) | Litre |
| 13 | 10mm diameter bar 12000mm length high yield steel - grade 415 – 460 | Pc(s) |
| 14 | 600 x1800mm (0.2mm Thickness) corrugated galvanized iron sheet (zinc coated) | Pc(s) |
| 15 | Ridge cover 0.20mmx300mmx1800mm | Pc(s) |
| 16 | Long span plain aluminum roofing sheet (0.55mm) thickness | Pc(s) |
| 17 | Common wire nails 4" Soft Steel nails for wood | Kgs |
| 18 | Common wire nails 3" Soft Steel nails for wood | Kgs |
| 19 | Common wire nails 2" Soft Steel nails for wood` | Kgs |
| 20 | Common wire nails 2.5" Soft Steel nails for batten | Kgs |
| 21 | Metal strap *(Locally called Langa Langa)* Hoop Iron straps 1.5 m length x 25mm width made of soft steel, free from rust. | Pcs |
| 22 | Hollow sandcretes for blockwork 150 X 230 X 450mm (6") -Compressive strength 2.5N/mm2 to 3.45N/mm2 | Pcs |
| 23 | Local mud block Type 2 - 120 x 210 x 360 mm | pcs |
| 24 | Tie/Galvanized wire (1.5mm) diameter (1kg roll) | Kg |
| 25 | 4" steel hinges (Butt cut type) | Pc(s) |
| 26 | 3" steel hinges (Butt cut type) | Pc(s) |
| 27 | 3"4"' Roofing cap steel nails | Packs |
| 28 | 4'' Roofing cap steel nails | Packs |
| 29 | Galvanized Iron Mosquito Net 1.5x1.5mm Mesh Size | Rolls |
| 30 | Galvanized Utility Pull Handle for Door/window - 4"(Classic type) | Pcs |
| 31 | 4'' Harps and staple 3” | Pcs |
| 32 | Main door external latch lockable 6” made of mild steel basic type | Pc(s) |
| 33 | Internal 4” latch for internal locking made of mild steel | Pc(s) |
| 34 | Internal 3” latch for internal locking made of mild steel | Pc(s) |
| 35 | 2” Screw | Kgs |
| 36 | 4m X 5m Shelter Grade 1 Tarpaulin, Weight: 200g/m2 ± 10%, one welding allowed, in the middle of the sheet, length wise. Woven High Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low-Density Polyethylene (LDPE) coating, UNHCR/IOM Type | Pcs |
| 37 | 4m X 6m Shelter Grade 1/2/3 Tarpaulin, Weight: 200g/m2 ± 10%, one welding allowed, in the middle of the sheet, length wise. Woven High Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low-Density Polyethylene (LDPE) coating, UNHCR/IOM Type | Pcs |
| 38 | 1.5” flat head roofing nails | Pack |
| 39 | 2mx1m locally made straw mat | pcs |
| 40 | 100mmx5m bolt nut and washer | pcs |
| 41 | 25x150x3600mm facia bord (oro) | pcs |
| 42 | 360 x 1800mm (0.2mm thick) galvanized plain sheet | pcs |
| 43 | 2"x2"x5332mm metal hollow pipe | pcs |
| 44 | 1.5"x1.5"x5332mm metal hollow pipe | pcs |
| 45 | Fabricated metals – U-shaped, 100mm width and 60mm length | Pcs |
| 46 | 100mmx100mm steel plate | Pcs |
| 47 | U-Shape anchor bolt and nut of 500mm length, 3mm thick | Pcs |
| 48 | Used bicycle tyres (26 x 2.125") | Pcs |
| 49 | Light-weight foundation (pre-fabricated 200mmx200mm metal sheets of 5mm thickness, welded at the bottom with three angle iron of 350mm length and 2mm thick each, and welded at the top with 2 flat bars of 90mm length, 50mm width and 5mm thick spaced at 100mm. All metal sheets must be painted with anti-rust sprays) | Pcs |
| 50 | 1 ft by 2" Flat metal bar with 2 holes at one end of 6mm diameter each and 50mm apart. Hole should be 50mm from the edge | Pcs |

# Sample Contract

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

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

THIS MASTER PURCHASE AGREEMENT (the “**Agreement**”) entered into as of \_\_\_\_\_\_\_\_\_\_ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“**Mercy Corps**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Supplier**") is as follows:

1. **Master Agreement and Purchase Order Issuance and Acceptance.** From time to time during the term of this Agreement, Mercy Corps may desire to purchase goods from Supplier at the Specifications and Prices specified in this Agreement. Should Mercy Corps desire to purchase goods from Supplier, Mercy Corps’ Authorized Representative will issue Purchase Orders substantially in the form attached hereto as Exhibit A (each, a **“Purchase Order”** or **“PO”**). Supplier must notify Mercy Corps within three business days if it rejects a Purchase Order or requires changes to a Purchase Order.
2. **Additional Terms and Defined Terms**. Additional Terms are specified in Schedule I hereto (the “**Additional Terms**”). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Authorized Representative, Delivery Date, Delivery Location, Delivery Terms, Donor Terms, Goods, Packing Requirements, Pricing, and Specifications. **“Agreement”** means this Master Purchase Agreement, the Additional Terms in Schedule I and each Purchase Order, in each case, as amended, modified or supplemented from time to time. Additional terms may be defined throughout this Agreement.
3. **Purchase and Sale of Goods**. Supplier will sell to Mercy Corps, and Mercy Corps will purchase and pay the Price(s) for, the Goods in accordance with the terms and conditions set forth in this Agreement and each Purchase Order. The Prices stated in the Additional Terms shall remain valid and apply to all Purchase Orders issued under this Agreement
4. **Non-Exclusivity.** This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a Minimum Quantity of Goods, Mercy Corps is not obligated to issue any Purchase Order(s) to Supplier. If the Additional Terms specify a Minimum Quantity of Goods, Mercy Corps shall be obligated only to issue a PO(s) for the Minimum Quantity.
5. **Specifications**. The Goods must strictly comply with or exceed the Specifications listed in Schedule I. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent.
6. **Purchase Order Amendments**. Mercy Corps may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for Mercy Corps’ reasonable business needs by written notice to Supplier (each, a **“Purchase Order Amendment**"). Unless mutually agreed, a Purchase Order Amendment does not apply to change the Goods timely and fully delivered and accepted before the date of the Purchase Order Amendment. If any change causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if such adjustment is set forth in a Purchase Order Amendment signed by the Authorized Representative.
7. **Inspection, Acceptance and Rejection**.
   1. All Goods will be subject to Mercy Corps' inspection and testing (which may be done by a third party authorized by Mercy Corps), at any time and place, including the period of manufacture/production/creation and before final acceptance. If Mercy Corps inspects or tests at Supplier's premises, Supplier, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of Mercy Corps' inspectors. No inspection or testing done or not done before final inspection and acceptance will relieve Supplier from responsibility for defects or for other failure to meet the requirements of this Agreement. Notwithstanding any prior inspections or payments made, all Goods will be subject to final inspection and acceptance at the Delivery Location within a reasonable time after delivery (but in no event, less than three days after the date of delivery).
   2. Acceptance will occur only when the Authorized Representative delivers written, signed notice of acceptance to Supplier in the form of a goods received notice (“**GRN**”) and such notice has been signed by Supplier’s representative. The GRN must include: (1) the GRN number and the packing slip number; (2) the Contract number and Purchase Order number; (3) a description of the Goods; (4) the quantity delivered; (5) final inspection date and location; (6) quantity accepted; and (7) quantity rejected or over-shipped.
   3. If any delivery, documentation or the Goods delivered do not comply with all of the terms and conditions of this Agreement, Mercy Corps may do one or more of the following: (1) reject such nonconforming Goods, accept conforming Goods and reduce the purchase price by such amount as Mercy Corps determines in good faith reflects the value to Mercy Corps of the accepted Goods, (2) accept such nonconforming Goods and reduce the purchase price by such amount as Mercy Corps determines in good faith reflects the reduced value to Mercy Corps of such nonconforming Goods; (3) reject all Goods; and/or (4) terminate this Agreement without any further obligation on Mercy Corps’ part.
   4. If any Goods are finally accepted, Mercy Corps will only pay for the quantity accepted up to the quantity specified in this Agreement. Mercy Corps will in no event pay for quantity above the amount provided for in this Agreement or accepted. Mercy Corps or its agent will hold over-shipments and non-conforming shipments at Supplier's risk and expense for a reasonable time awaiting Supplier's instructions. Supplier will bear the expense of return charges, storage charges and other expenses for over-shipped quantities and Goods not accepted.
8. **Packing**. All Goods will be prepared for shipping and delivery and will be shipped in accordance with the Packing Requirements listed in Schedule I. Price based on weight will include net weight only. Supplier will not charge Mercy Corps for packaging or pre-shipping costs, such as boxing, crating, handling damage, drayage, or storage. Supplier will mark all containers with necessary handling and shipping information, Contract Number, Purchase Order number date of shipment, and names of the consignee and consignor. A packing list, and other documentation required for domestic or international transit, regulatory clearance or identification of the Goods will accompany each shipment.
9. **Transportation, Shipment and Delivery**. Shipment/transportation will be in accordance with the Delivery Terms, Delivery Date, and Delivery Location in Schedule I and corresponding POs. Mercy Corps will not be charged for shipping, delivery, loading or unloading costs unless otherwise specified in the Delivery Terms.
10. **Risk of Loss**. Supplier will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by Mercy Corps at the Delivery Location; provided, Mercy Corps is responsible for any loss caused by its gross negligence.
11. **Taxes, Duties and Expenses**.
    1. All taxes, duties and other governmental charges with respect to the manufacture/production/creation of the Goods and the delivery of the Goods to Mercy Corps in accordance with this Agreement will be the liability of, and borne solely by, Supplier. If the law requires Mercy Corps to withhold taxes from payments to Supplier, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Supplier an official receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
    2. Supplier is responsible for all expenses incurred by it in performing under this Agreement.
12. **Invoicing and Payment**.
    1. Mercy Corps will have no obligation to make any payment to Supplier with respect to the Goods until final acceptance in accordance with the Inspection, Acceptance and Delivery clause of this Agreement and delivery of an invoice that fully complies with the requirements specified in this Agreement. Supplier may only include Goods on an invoice after Supplier receives a GRN. Invoices must be submitted within 60 days of Supplier’s acceptance of a GRN. Mercy Corps will have no obligation to pay an invoice submitted after 60 days or to pay an invoice amount that Mercy Corps disputes in a written notice to Supplier. Each invoice must contain or attach the following: (1) a copy of the signed GRN; (2) Supplier’s name and address; (3) description of the Goods delivered, delivery date, quantity, unit price and total price to be paid; (4) all information necessary for Mercy Corps to implement payment via the Payment Terms (e.g., name of representative to address payment to, address, bank account information as applicable for the method of payment); (5) the Contract Number and Purchase Order number; (6) packing slip number; (7) taxes and duties (only if payable by Mercy Corps per the terms of this Agreement); (8) Delivery Location and Delivery Date; and (9) any other information reasonably required by Mercy Corps. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms.
    2. Mercy Corps will make payment in accordance with the Payment Terms within 30 days of receipt of Supplier's fully conforming invoice. Payment of an invoice will not constitute acceptance of Goods, and is subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements of this Agreement. Mercy Corps may set-off amounts owed to Mercy Corps against an amount Mercy Corps owes to Supplier or Supplier's affiliated companies, and Mercy Corps will provide notice to Supplier within a reasonable time after the setoff.
13. **Representations, Warranties and Additional Covenants**. Supplier represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.
    1. Supplier has full rights and authority to enter into and perform its obligations under this Agreement. Supplier’s performance will not violate any agreement or obligation between Supplier and any third party.
    2. The Goods and all documentation required will meet each of the standards and specifications set forth in this Agreement. The Goods are merchantable and fit for their intended purpose, comply with all applicable law and are free from all defects in material and workmanship.
    3. Supplier will deliver good and marketable title to the Goods free and clear of all liens, claims, encumbrances and interests of any other person, entity or government. The Goods will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
    4. Supplier will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
    5. Supplier has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (<http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml>).
    6. Supplier will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Supplier has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Agreement.
    7. Supplier, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any Purchase Order. Supplier did not seek or obtain confidential information related to the award of this Agreement or any Purchase Order from any Mercy Corps employee, agent or representative. Supplier did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any Purchase Order, to set prices being offered or in any other way to interfere with free and open competition.
    8. Supplier is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Supplier fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
    9. Supplier has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
    10. Supplier 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. **Independent Contractor.** The parties intend to be independent contractors. Supplier will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for supplying goods. Neither party will be deemed an agent or partner of the other party.
15. **Confidentiality**. Supplier will maintain the confidentiality of: (i) any information Mercy Corps provides to Supplier that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Agreement; and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Supplier will return to Mercy Corps all confidential information provided by Mercy Corps to Supplier.
16. **Indemnification**. Supplier will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “**Indemnitee**”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Supplier arising out of, in connection with, or as a result of this Agreement, any failure by Supplier to fully perform its obligations under this Agreement or any breach by Supplier of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.
17. **Termination and Remedies.** 
    1. Provided no Purchase Order is outstanding and remains to be performed by either party, this Agreement may be terminated by either party at any time upon written notice to the other party.
    2. Any Purchase Order 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 Supplier for the Goods;
       4. by either Party due to the non-terminating Party’s breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;
       5. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Agreement; or
       6. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Supplier has or will breach any of its warranties, covenants or representations in this Agreement, in which case Mercy Corps may withhold any and all amounts owed to Supplier until such breach is remedied.

In the event termination is due to Mercy Corps’ breach of this Agreement, 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 Supplier for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination.

If Mercy Corps determines that Supplier has or will breach any of its warranties, covenants or representations in this Agreement, Mercy Corps may, in addition to any other remedies for such breach available at law or in equity, (i) terminate this Agreement; (ii) reject any Goods delivered; (iii) return any Goods already accepted and obtain full repayment for any amount paid for such Goods; (iv) if Supplier breaches Section 13(j), withhold payment until such investigation, suspension or debarment is lifted; and (v) if Supplier breaches any of Section 13(e), (f), (g), (h) or (i), not pay for any Goods that have been accepted but that have been consumed or otherwise cannot be returned to Supplier and report the breach to Mercy Corps donors and appropriate governmental authorities.

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 Supplier that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final PO issued by Mercy Corps under this MPA.
3. **Additional Donor Terms and Conditions**. The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Supplier and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Agreement or any other document between Supplier and Mercy Corps, the Donor Terms will prevail.
4. **Miscellaneous**.
   1. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the 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. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Agreement.
   3. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth in the applicable Purchase Order. 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 Supplier under this Agreement.
   5. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
   6. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
   7. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
   8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive final acceptance of the Goods, payment of the purchase price and the termination, cancellation of expiration of this Agreement.
   9. In the event the terms of the Master Purchase Agreement conflict with any term in the Additional Terms or any PO, the terms in the Master Purchase Agreement shall prevail over the terms of the Additional Terms or PO unless the contradictory terms in the Additional Terms or PO specifically state that they are intended to override or amend the terms of the Master Purchase Agreement and specifically state the term(s) of the Master Purchase Agreement being amended or overridden. In the event that the terms of the Additional Terms and PO conflict, the terms in the Additional Terms shall prevail unless the terms of the PO specifically state that they are intended to override or amend the Additional Terms and specifically state the term(s) in the Additional Terms being amended or overridden.

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

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

**SCHEDULE I**

**ADDITIONAL TERMS**

1. **Term of the Agreement: *[****2 years]* or until the final Purchase Order agreed to prior to the end of the [*2 years*] term has been fully completed and final payment made, whichever is later.
2. **Description of the Goods:** Mercy Corps is seeking to engage local shelter NFI vendor(s) to redeem the electronic commodity vouchers using e-platform provided by Mercy Corps. Identified IDP/returnee households shall be issued with electronic vouchers to redeem pre-specified quantities of materials. Pre-qualified vendor(s) to redeem the above-mentioned vouchers providing specific quality of materials as agreed in the Master Purchase Agreement (MPA). However, Vendors may be engaged to supply materials directly by issuance of Purchase Order (PO) and materials may be supplied in kits or pieces depending on the approach to be adopted. For the voucher modality, beneficiaries shall have a choice to go any of the pre-qualified vendors to exchange their electronic commodity vouchers. Project locations include Dikwa, Bama, Damboa, Damasak, Rann (Kala Balge), Ngala, Pulka, Banki, Monguno, Nganzai, Kaga (Benishek), Ngamdu, Konduga, Mafa, Jere, Gubio, Gwoza.
3. **Specifications:** The Goods must all strictly adhere to the following specifications: Please refer to BOQ for full description of goods/NFI Kits.
4. **Pricing:** 
   1. **Unit Price(s):** The Prices for the Goods shall remain valid and shall neither go up or down during the term of this Agreement.
5. **Minimum and/or Maximum Quantity (if any):** *“Intentionally Omitted.”*
6. **Additional Invoicing and/or Payment Terms (if any):** *“Intentionally Omitted.”*
7. **Packing Requirements**: *To be specified in each Purchase Order* (the **“Packing Requirements”**).
8. **Delivery Location:** Will be as specified in the individual PO form(the **“Delivery Location”**).
9. **Delivery Terms:** *All vendors must quote charges for the delivery to the site.*
10. **Authorized Representatives and Contact Information:** 
    1. **Mercy Corps:**  Only the following Mercy Corps employees are authorized to agree to any amendment of this Purchase Order and any related Change Order:

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

Only the following Mercy Corps employees are authorized to accept or reject Goods or sign on any GRN with respect to this Purchase Order.

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

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

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

1. **[Donor Terms**: The terms set forth in Schedule II (the **“Donor Terms”**) are hereby incorporated in this Purchase Order by reference.]

With their signatures below the Parties do hereby agree to the Additional Terms to the Master Purchase Agreement stated herein.

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

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

**SCHEDULE II**

Other Contract Provisions Required by Law or MC’s Donor

**A: DFID funded Program**

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

**Liability/Indemnity**

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

**Right of Access/ Audit**

The Contractor 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 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 Mercy Corps, confirming in writing that they have complied with this clause and provide any information reasonably requested in support of such compliance. MC recognizes that in complying with this clause, the Contractor is not expected to risk life, limb or freedom.

**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 Contractor any items delivered and the Contractor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed).

**Confidentiality**

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

**Conflict of Interest**

1. The Vendor shall take all reasonable precautions to avoid any conflict of interests and shall inform MC without delay of any situation constituting or likely to entail a conflict of interests.
2. 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.

**Principal of Ethical Procurement**

The Contractor acknowledges that Mercy Corps must comply with DFID’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.

**Child Protection**

The Contractor acknowledges that, under the Donor Contract, the recipients of funds are required to have a robust child protection policy and mechanisms to monitor its adherence and that it is important that a focus on child protection is maintained throughout the lifecycle of the Project. The Donor reserves the right to ask for the relevant child protection policy and mechanisms and test that they are implemented during the life of the Project.

**B: DOS funded Program**

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:
7. 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;
8. Procure a commercial sex act during the period of time that this Contract is in effect; or
9. Use forced labor in the performance of the Contract.
10. The Contractor agrees to incorporate the terms of “Exhibit C” word-for-word in all of its sub-contracts funded under this Contract, if any.

**C: European Funded Programs**

Mercy Corps has received funding from European Union, designated herewith as the Donor. Mercy Corps, in accordance with the Donor 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 Donor 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 Donor (or any other organisation authorised by the Donor) 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 has reporting obligations to the Donor.  Accordingly, the Contractor consents to Mercy Corps sharing information about the Contractor or the Services with the Donor as required.

**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 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 Contractor is not expected to risk life, limb or freedom.

**Principal of Ethical Procurement**

The Contractor acknowledges that Mercy Corps must comply with the Donor’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.

**D: USAID Funded Programs**

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).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, 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.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

(i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

(ii) Procure a commercial sex act during the period of this Contract;

(iii) Use forced labor in the performance of the Contract; or

(iv) Commit acts that directly support or advance trafficking in persons, including the following acts:

a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

* exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
* the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

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

d. Charging employees recruitment fees ; or

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

The 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. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
   * + - 1. The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID’s Office of the Inspector General.
         2. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
         3. If Mercy Corps, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
         4. Definitions:

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

* + - * 1. The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.

1. 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](mailto:ig.hotline@usaid.gov)

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

1. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
2. The Contractor agrees to incorporate the terms of “Schedule II – subsection C” word-for-word in all of its sub-contracts funded under this Contract, if any.

**EXHIBIT A**

**Additional Terms specific to: Commodity Voucher**

|  |
| --- |
| This Contract (herein after referred to as "Contract”) is entered into effective **xxxxx** between:   1. **Mercy Corps LTD/GTE** (herein after referred to as “Mercy Corps”), located at No. 35 Patrick O Bokkor crescent Jabi, FCT Abuja Nigeria represented by Darius Radcliffe, Country Director,   And   1. **XXXX** located at Shop No. xxxxx, represented by xxxxx:   (hereinafter referred to as “vendor”) |
| **ARTICLE 1:**  **PURPOSE OF CONTRACT**   1. The purpose of this document is to outline the roles and responsibilities of the stakeholders in the implementation of NFI Commodity Voucher program under our WASH department in Ngala LGA, Borno State -Nigeria (“Distribution Area”). 2. The program will focus on NFI commodity voucher for pre- selected vulnerable displaced families by providing Commodity Voucher (“Vouchers”) redeemable at designated temporary redemption centres in Damboa by local prequalified vendors for a range of Non Food Items (See the Annex A for list of Non food Items outlined under this contract) |
| **ARTICLE 2:**  **CONTRACTING PERIOD**  The contract is valid Between **xxxxxx** until **xxxxxx** or until termination in accordance with article 8 below |
| **ARTICLE 3:**  **PAYMENT**   1. Payments under this contract will be provided to the Vendor based only on valid transaction documentation. 2. Commodity vouchers: transactions recorded in the vendor receipt and supported by the redeemed vouchers and invoice only following agreed unit prices (see annex) 3. In order to redeem Vouchers, Vendor must present to Mercy Corps’ operations department with all required documents, which include: 4. Invoice: including the amount for service rendered due in Naira. The invoice must be submitted within 7 working days from voucher redeemed by the beneficiaries; late submission of the invoice will cause non-payment from Mercy Corps. 5. Daily Transactions Details and Daily Transaction Summary for Commodity vouchers. 6. National Photo ID or valid passport 7. Bank Account Details, The bank account should be in the same name of the contract holder or Supplier 8. Transactions Receipts (original) 9. Authentic, valid and original Vouchers- for Commodity vouchers, this required documentation is referred to as “Vendor Documentation”) (sample forms for each are attached as Exhibit C) in an organized, accurate and complete manner. 10. Vouchers and receipts will be counted and reconciled in the vendor’s presence and Vouchers Reconciliation Report issued for vendor’s signature; **Vendor will keep a copy of the Report for his own records** 11. Mercy Corps will only pay Vendor for Vouchers that are valid, and upon receipt of the required documents listed in this contract. Mercy Corps will not be responsible for making any payment to Vendor if Mercy Corps determines that the Vouchers are either invalid or in any way fraudulent. 12. Mercy Corps will provide timely payment at the end of every month, but only if Vendor provides valid, accurate, complete and true documentation as required herein. Mercy Corps will not be responsible for making any payment to Vendor if Mercy Corps determines that Vendor Documentation are either invalid, incomplete, inaccurate, false or produced pursuant to an irregular process. 13. Payment to the vendor will be made via bank transfer to the following vendor account:   **Bank Name:** xxxx  **Account#:** xxxx  **Account Name:** xxxx  **Vendor TIN**: xxxx |
| **ARTICLE 4:**  **Vendor Eligibility Criteria**  By signing this contract, the Vendor declares that:   1. During the whole duration of this contract, the vendor or his/her representative will have physical presence (shop) in project target community within Mercy Corps areas of operations. 2. Vendor shall bring the materials to designated redemption point in “demand “ shared with all selected vendors in advance prior to each distribution. See annex – demand sheet 3. The vendor has no relationship with local authorities, Mercy Corps staff or any other group that would give the vendor an undue advantage in the performance of this contract and program; an example is the vendor is related to a Mercy Corps Staff member and the affiliation which may create a potential conflict of interest for this contract. If one of the above happens, the vendor should disclose the fact to Mercy Corps, within 2 working days 4. The vendor is willing to accept the contract conditions without the down payment and the payments modality through bank transfers or pay checks. 5. Vendor will allow Mercy Corps’ staffs to carry out routine inspection of the premise and also monitoring vendor transactions with the beneficiaries 6. Vendor agrees to comply with Mercy Corps terms and conditions and vendor has submitted all the required documentation such as bank details, ID number, location of the shop etc. |
| **ARTICLE 5:**  **Vendor agrees to**   1. Accept Mercy Corps Commodity vouchers (paper) as payment for NFIs. The ‘Allowable Items’ are specified on the vouchers (see sample vouchers). Furthermore: 2. Vendor agrees not to exchange vouchers for any other commodities than materials and quantities listed on the voucher 3. Vendor understands that under no circumstances can he/she provide cash in lieu of vouchers. 4. Vendor will redeem vouchers only through the provided documentation and applications 5. Vendor will accept only vouchers that are genuine. (Note- Sample of paper vouchers are annexed to this contract). 6. Upon completion of each Voucher purchase, Vendor agrees to issue a Transaction Receipt to the beneficiary, maintain one copy of such receipt for his records and another copy for Mercy Corps. 7. Never redeem vouchers to any person or current Mercy Corps staff, volunteers or any other persons associated with Mercy Corps. 8. Paper vouchers: Prepare a manual transaction receipt filled in by the vendor. 9. Vendor will not be reimbursed for vouchers that are not accepted and confirmed by Mercy Corps staff. 10. Vendor shall sell Goods at agreed unit price and quality. Prices charged for goods purchased with vouchers should be equal to the prices charged to other customers for goods purchased with cash. Mercy Corps will conduct market price surveys regularly and if it is determined that a vendor is charging voucher recipients higher than the agreed price or low quality materials, it may result in termination of this contract and non-payment for sales that were done for higher than average market prices. 11. Vendors MUST ascertain and verify the identity of beneficiaries before releasing items. Vendors can only redeem vouchers to the actual beneficiary and never to anybody else who claims to represent beneficiaries. Vendor must verify that person presenting the paper voucher is intended beneficiary by using photo and name on the card. 12. Vendors must report to Mercy Corps immediately if somebody else but beneficiary presents the card for redemption. The vendors must take the card details (name and number) for reporting. 13. No vendor should hold beneficiary card with them for any reason and for any length of time, even for a few minutes. Beneficiary cards cannot be used as collateral in case of any delays with credit top ups. Vendor must return beneficiary card immediately after verifying the details to the beneficiary to keep in his/her possession. 14. Shelter materials should be provided to the beneficiaries before filling the payment receipt. 15. Vendor transactions to be undertaken only during formal market hours, in case the vendor cannot carry out transaction during the normal working hours for any reason the vendor must inform Mercy Corps. Failure to inform Mercy Corps may render the transaction void at the instance of Mercy Corps. 16. The vendors must treat Project beneficiaries with respect and provide any necessary assistance. 17. Secure enough stock to meet project beneficiary needs. 18. Secure enough of personnel to allow smooth flow of beneficiaries, in case of increased commodities demand. 19. Personally attend all meetings and trainings organized by Mercy Corps in respect of the program. 20. Display Mercy Corps Vendor sign outside of the vendor shop. 21. Display any other Project related materials, as requested and provided by Mercy Corps. 22. Use transaction equipment leased by Mercy Corps only for the project purposes. 23. Report any problems to Mercy Corps, immediately (within 1 hour). All problems should be reported to the Vendors Relation Officer. 24. Allow Mercy Corps to inspect merchant records and stock inventory related to the project at any time. 25. Allow Mercy Corps to inspect Goods to ensure that they meet minimum quality standards. 26. Allow Mercy Corps to monitor the paper voucher transactions. 27. Be responsible for payment of all government taxes and fees that may be incurred as a result of Vendor’s participation in the Project. 28. Upon completion of this project or upon termination of this contract, return to Mercy Corps all materials/equipment/ documentation provided by Mercy Corps. 29. Use project materials provided by Mercy Corps exclusively for this Contract purposes. 30. Adhere to the additional provisions in attached Exhibits and annexes, including the code of conduct provisions involving corruption and bribery and preventing sexual exploitation and abuse |
| **ARTICLE 6:**  **Mercy Corps Agrees to**   1. For Commodity vouchers - Mercy Corps will assign to the vendor all essential documents to enable the voucher transactions. This documents may be used solely for voucher program purposes and will be returned to Mercy Corps upon termination of the contract or at the discretion of Mercy Corps for upgrade or maintenance or as needed 2. Prepare and distribute vouchers to beneficiaries. Ensure the vouchers have all security features in place to minimize the possibility of the fraud. 3. Train Vendors on Voucher transactions and payment process. 4. Organize regular project meetings to discuss progress, receive feedback and address potential issues. 5. Monitor Vendor performance and provide assistance, in case of any issues. |
| **ARTICLE 7:**  **Price Monitoring**   1. Vendor will stick to the negotiated price as agreed and allow under this contract. 2. Prior to signing of this Contract, Mercy Corps will collect average prices for the selected allowable goods in the project geographical area and will monitor vendor prices against the baseline. The price surveys for the same basket of items will be done on a monthly basis. Baseline prices will be included in Exhibit A to this Contract. 3. In case of changes in the general market situation and confirmed market price decrease or increase. |
| **ARTICLE 8:**  **Termination**   1. Mercy Corps may terminate this agreement effective immediately upon Vendor’s receipt of written notice if Mercy Corps is’ notified that funding will be cut for any reason or if Mercy Corps determines that Vendor has breached this agreement in any way or provided false or fraudulent documentation to Mercy Corps. 2. Either Mercy Corps or Vendor can terminate the contract for their convenience with 14 calendar days’ notice in writing |
| **ARTICLE 9:**  **Disputes**   1. Should any disputes arise related to the implementation, interpretation of this agreement, or use of the funds, all parties will commit themselves to mutual consultation with a view to securing a successful fulfillment of the objective of this project. 2. If the dispute cannot be resolved through mutual consultation, attempts will be made to resolve it through mediation. 3. Mercy Corps and the Vendor hereby agree to seek informal resolutions to any possible disagreements before pursuing legal remedies. 4. In the event of such informal resolutions not being possible, this Contract will be subject to resolutions in accordance with the applicable local laws. 5. The vendor shall neither seek nor accept instructions from any authority external to Mercy Corps in connection with the performance of its services under this contract. 6. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be resolved by binding arbitration before a single arbitrator. Such arbitration shall be conducted under the arbitration rules established by the Chamber of Commerce. The seat of such arbitration shall be in Abuja, Nigeria. The arbitration shall be conducted in the English language. This agreement shall be governed and construed under the laws of Nigeria. 7. An Arbitrator will be appointed jointly. This means that both parties must agree on a common Arbitrator. The terms of proceeding at the arbitration shall be fixed by the Arbitrator. Date, time and venue to be determined by the Arbitrator subject to the overriding convenience of the parties. But where the parties do not agree, the Arbitrator's decision shall be final. Any decision from the arbitration shall be binding subject to the provisions of the Arbitration Act 8. Nothing in this Article will derogate from Mercy Corps right to suspend this contract (without the need to pay damages or compensation) for a maximum period of 30 days to enable Mercy Corps review whether the agreement is still achieving its set objectives. |
| **ARTICLE 10:**  **US Patriot Act**  It is Mercy Corps’ policy to comply with the laws and regulations of the United States Government, the European Union and the United Nations concerning the ineligibility of vendors, partners, vendors and suppliers of services for reasons of fraud, corruption or terrorist activity. These laws and regulations prohibit Mercy Corps from doing business with or providing support to any persons or entities that have been found to be engaged in or provide support for any such activities. The Vendor agrees to abide by this policy.  The Vendor further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement  **Mercy Corps Vendor**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Financial Review**  Name/Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Financial Review Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Exhibit A – Example of Allowable Goods and baseline prices**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **S/N** | **ITEM** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |
| **Annex xx - 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/children 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 particular 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 redres 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 employees recruitment fees ; or  e. Providing or arranging housing that fails to meet the host country housing and safety standards.  Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.   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](mailto: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 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 “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**  NAME OF ORGANISATION has received funding from the European Union. NAME OF ORGANISATION, 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.   **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** |  | | **Bank Address** |  | |  |  |   **Intellectual Property Rights**  Clause 4 should state: Mercy Corps shall be the owner of any [product] [copyrightable item] [patentable item] that results from the performance of the Contract.  If a different Clause is included and MCS does not own the product/items add the following wording:  “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.”  **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.   End. |

SCHEDULE III. Other Contract Provisions Required by Law or MC’s Donor

**A: DFID funded Program**

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

**Liability/Indemnity**

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

**Right of Access/ Audit**

The Contractor 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 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 Mercy Corps, confirming in writing that they have complied with this clause and provide any information reasonably requested in support of such compliance. MC recognizes that in complying with this clause, the Contractor is not expected to risk life, limb or freedom.

**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 Contractor any items delivered and the Contractor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed).

**Confidentiality**

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

**Conflict of Interest**

1. The Vendor shall take all reasonable precautions to avoid any conflict of interests and shall inform MC without delay of any situation constituting or likely to entail a conflict of interests.
2. 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.

**Principal of Ethical Procurement**

The Contractor acknowledges that Mercy Corps must comply with DFID’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.

**Child Protection**

The Contractor acknowledges that, under the Donor Contract, the recipients of funds are required to have a robust child protection policy and mechanisms to monitor its adherence and that it is important that a focus on child protection is maintained throughout the lifecycle of the Project. The Donor reserves the right to ask for the relevant child protection policy and mechanisms and test that they are implemented during the life of the Project.

**B: DOS funded Program**

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:
7. 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;
8. Procure a commercial sex act during the period of time that this Contract is in effect; or
9. Use forced labor in the performance of the Contract.
10. The Contractor agrees to incorporate the terms of “Exhibit C” word-for-word in all of its sub-contracts funded under this Contract, if any.

**C: European Funded Programs**

Mercy Corps has received funding from European Union, designated herewith as the Donor. Mercy Corps, in accordance with the Donor 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 Donor 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 Donor (or any other organisation authorised by the Donor) 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 has reporting obligations to the Donor.  Accordingly, the Contractor consents to Mercy Corps sharing information about the Contractor or the Services with the Donor as required.

**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 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 Contractor is not expected to risk life, limb or freedom.

**Principal of Ethical Procurement**

The Contractor acknowledges that Mercy Corps must comply with the Donor’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.

**D: USAID Funded Programs**

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).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, 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.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

(i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

(ii) Procure a commercial sex act during the period of this Contract;

(iii) Use forced labor in the performance of the Contract; or

(iv) Commit acts that directly support or advance trafficking in persons, including the following acts:

a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

* exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
* the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

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

d. Charging employees recruitment fees ; or

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

The 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. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
   * + - 1. The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID’s Office of the Inspector General.
         2. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
         3. If Mercy Corps, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
         4. Definitions:

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

* + - * 1. The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.

1. 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](mailto:ig.hotline@usaid.gov)

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

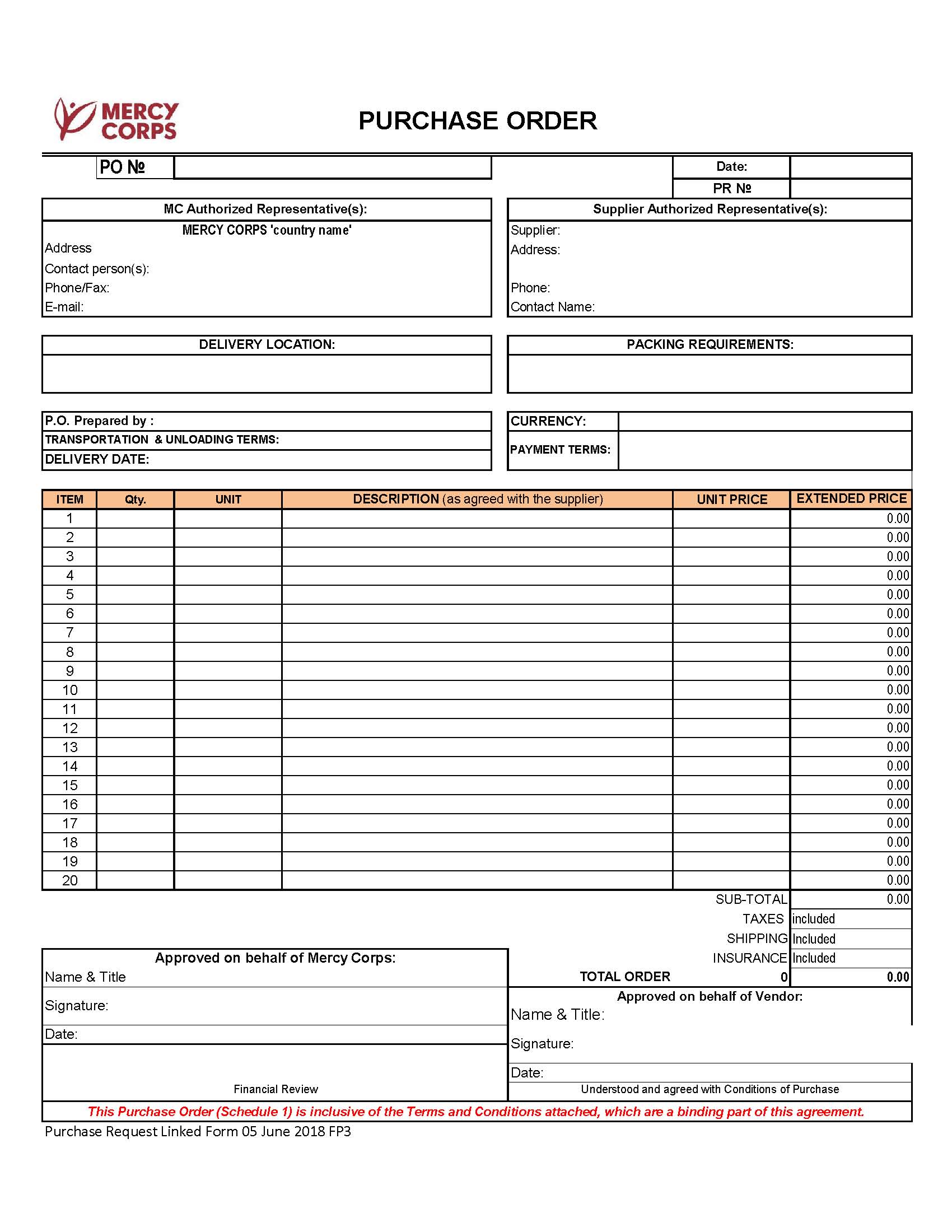
1. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
2. The Contractor agrees to incorporate the terms of “Schedule II – subsection C” word-for-word in all of its sub-contracts funded under this Contract, if any.

**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.

**EXHIBIT A**

**PURCHASE ORDER**



# 

**EXHIBIT B**

**FORM TASK ORDER - FIXED PRICE**

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

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

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

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

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

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

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

**MERCY CORPS CONTRACTOR**

Name: Name:

Title: Title

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

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

# Attachments to the Tender Package

**Attachment 1 -Supplier Information Form.**

**This document must be submitted with your bid**

***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 |  |
| **Vendor experience** | |
| How many years of experience do you have in this field? |  |
| What is your primary area of business? |  |
| Do you have NGO, INGO and UN Agencies Experience? (If yes / please attach the copies of the experience certificates or contracts). |  |
| Do you understand the security situation within Borno State? |  |
| **Vendor Capacity** | |
| How long will your price remain valid (The Longer the period the better) |  |
| Number of Total employees? |  |
| Have you attached the photographs of your office? |  |
| Do you have Warehouse? (Please specify the size of WH) |  |
| Do you have the ability to get Military clearance to transport item across districts and LGAs within Borno State? |  |
| Complementary services offered to MC? |  |

**Delivery Time/Completion Time**

|  |  |
| --- | --- |
| How many days, from the time of contract signature (Purchase Order or Task Order) will it take you to deliver the entire order? |  |

**Financial Information**

|  |  |
| --- | --- |
| Bank Name and Address |  |
| Name under which company is registered at bank |  |
| Payment Terms. Payment will be done in wire transfer do you agree? |  |
| MC will make payment after the receiving of entire order, do you agree on the terms? |  |

**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 has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, 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 exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company’s business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company’s Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct..
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

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:

***MERCY CORPS USE ONLY***

**Following documents have been provided:**

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Attachment 2 - Price Offer Sheet.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Material Descriptions** | **Unit** | **Quantity** | **Unit Price** |
| 1 | Crushed Aggregate #67 size from 3/4" grade granite for fill, road and slab base and crushed aggregate #57-size of about 3/4". For concrete, asphalt mix, driveway. | 50kg Sack | 1 |  |
| 2 | Sharp sand texture for concrete work from river side. | 50kg Sack | 1 |  |
| 3 | Bama gravel for concrete work from river side. | 50kg Sack | 1 |  |
| 4 | Ordinary Portland cement 50KG packed in polybag (Dangote or Ashaka) | 50kg Bag | 1 |  |
| 5 | 50 x 100 x 3600mm well-seasoned hard-wood timber (Obeche or Oro) | Pce | 1 |  |
| 6 | 100 x 100 x 3600mm well-seasoned hard-wood timber (Obeche or Oro) | Pce | 1 |  |
| 7 | 50 x 75 x 3600mm well-seasoned hard-wood timber (Obeche) | Pce | 1 |  |
| 8 | 50 x 10 x 3600mm well-seasoned hard-wood timber (Oro) battens | Pce | 1 |  |
| 9 | 100 x 50 x 3600mm well-seasoned hard-wood timber (Obeche) purlin | Pce | 1 |  |
| 10 | 25 x 300 x 3600mm well-seasoned hard-wood timber fascia board (Oro) | Pce | 1 |  |
| 11 | China Nylon thread twisted rope 6mm x 30m roll 3-stranded twisted rope | Roll | 1 |  |
| 12 | Used engine oil | Litre | 1 |  |
| 13 | 10mm diameter bar 12000mm length high yield steel - grade 415 – 460 | Pce | 1 |  |
| 14 | 600 x1800mm (0.2mm Thickness) corrugated galvanized iron sheet (zinc coated) | Pce | 1 |  |
| 15 | Ridge cover 0.20mmx300mmx1800mm | Pce | 1 |  |
| 16 | Long span plain aluminum roofing sheet (0.55mm) thickness | Pce | 1 |  |
| 17 | Common wire nails 4" Soft Steel nails for wood | Kg | 1 |  |
| 18 | Common wire nails 3" Soft Steel nails for wood | Kg | 1 |  |
| 19 | Common wire nails 2" Soft Steel nails for wood` | Kg | 1 |  |
| 20 | Common wire nails 2.5" Soft Steel nails for batten | Kg | 1 |  |
| 21 | Metal strap *(Langa Langa)* Hoop Iron straps 1.5 m length x 25mm width made of soft steel, free from rust. | Pce | 1 |  |
| 22 | hollow sandcrete blockwork in cement and sand 150 X 230 X 450mm (6") -Compressive strength 2.5N/mm2 to 3.45N/mm2 | Pce | 1 |  |
| 23 | Local mud block Type 2 - 120 x 210 x 360 mm | Pce | 1 |  |
| 24 | Tie/Galvanized wire (1.5mm) diameter (1kg roll) | Kg | 1 |  |
| 25 | 4" steel hinges (Butt cut type) | Pce | 1 |  |
| 26 | 3" steel hinges (Butt cut type) | Pce | 1 |  |
| 27 | 3"4"' Roofing cap steel nails | Pack | 1 |  |
| 28 | 4'' Roofing cap steel nails | Pack | 1 |  |
| 29 | Galvanized Iron Mosquito Net 1.5x1.5mm Mesh Size | Roll | 1 |  |
| 30 | Galvanized Utility Pull Handle for Door/window - 4"(Classic type) | Pce | 1 |  |
| 31 | 4'' Harps and staple 3” | Pce | 1 |  |
| 32 | Main door external latch lockable 6” made of mild steel basic type | Pce | 1 |  |
| 33 | Internal 4” latch for internal locking made of mild steel | Pce | 1 |  |
| 34 | Internal 3” latch for internal locking made of mild steel | Pce | 1 |  |
| 35 | 2” Screw | Kg | 1 |  |
| 36 | 4m X 5m Shelter Grade 1 Tarpaulin, Weight: 200g/m2 ± 10%, one welding allowed, in the middle of the sheet, length wise. Woven High Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low-Density Polyethylene (LDPE) coating, UNHCR/IOM Type | Pcs | 1 |  |
| 37 | 4m X 6m Shelter Grade 1/2/3 Tarpaulin, Weight: 200g/m2 ± 10%, one welding allowed, in the middle of the sheet, length wise. Woven High Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low-Density Polyethylene (LDPE) coating, UNHCR/IOM Type | Pce | 1 |  |
| 38 | 1.5” flat head roofing nails | Pack | 1 |  |
| 39 | 2mx1m locally made straw mat | Pce | 1 |  |
| 40 | 100mmx5m bolt nut and washer | Pce | 1 |  |
| 41 | 25x150x3600mm facia bord (oro) | Pce | 1 |  |
| 42 | 360 x 1800mm (0.2mm thick) galvanized plain sheet | Pce | 1 |  |
| 43 | 2"x2"x5332mm metal hollow pipe | Pce | 1 |  |
| 44 | 1.5"x1.5"x5332mm metal hollow pipe | Pce | 1 |  |
| 45 | Fabricated metals (U-shaped, 100mm width and 60mm length) | Pce | 1 |  |
| 46 | 100mmx100mm steel plate | Pce | 1 |  |
| 47 | U-Shape anchor bolt and nut of 500mm length, 3mm thick | Pce | 1 |  |
| 48 | Used bicycle tyres | Pce | 1 |  |
| 49 | Light-weight foundation (prefabricated 200mmx200mm metal sheets of 5mm thickness, welded at the bottom with three angle iron of 350mm length and 2mm thick each, and welded at the top with 2 flat bars of 90mm length, 50mm width and 5mm thick spaced at 100mm. All metal sheets must be painted with anti-rust sprays) | Pce | 1 |  |
| 50 | 1 ft by 2" Flat metal bar with 2 holes at one end of 6mm diameter each and 50mm apart. Hole should be 50mm from the edge | Pce | 1 |  |

**Please read:** The supplier will be responsible to deliver the entire order to Mercy Corps designated Location in Maiduguri, Ngala, Kala Barge, Mafa, Konduga, Bama, Jere, Banki, Dikwa, Ngamdu, Askira Uba, Ngoshe, Shani, Bayo, Biu, Chibok, Damboa, Gwoza, Hawul, Pulka, Kwaya Kusar, Abadam, Baga, Cross-Kauwa, Gubio, Guzamala, Kaga, Kukawa, Magumeri, Marte, Malam Fatori, Mobbar (Damasak), Monguno and Nganzai within Borno sate. Let your unit price put into consideration the cost of transporting the goods, loading, offloading.

**Note:** A supplier is required to quote for all item in all locations mentioned, and if unit prices of materials differ by location, Supplier is expected to replicate this list of items and provide prices as per location, this should be done in supplier’s company letterhead, signed and stamped.

**Attachment 3 – Quality Control Plan**

# Essential Specifications and Testing Requirements

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***S/N*** | ***DESCRIPTION*** | ***Margin of Error*** | ***Perimeter*** | ***Testing Method*** | ***Frequency*** | ***Who to perform test*** | ***Critical items & % of Random samples*** |
| **1** | Crushed Aggregate #67 size from 3/4" grade granite for fill, road and slab base and crushed aggregate #57-size of about 3/4". For concrete, asphalt mix, drive way. | +/- 5% in size | Approved source, Size and proportion of dust | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | Type and source – one sack |
| **2** | Sharp sand for mortar (80% Sand, 30% silt proportion) clear from vegetation and roots | +10% Silt, -10% Sand | Approved source, Sand & silt proportion and quantity to be measured per trip | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | Source and type of sand- one sack |
| **3** | Bama gravel for concrete work (95% Sand, 5% silt proportion) clear from vegetation and roots | +10% Silt, -10% Sand | Approved source, Sand & silt proportion and quantity to be measured per trip | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | Source and type of sand- one sack |
| **4** | Ordinary Portland cement 50KG (Ashaka or Dangote) packed in poly bag. Color should be grey with a light greenish shade and uniform. | 0% | Type of cement, weight per sack and expiry date. The test will also be carried out on site: Rubbing test to ensure it is free from sand, Hand insertion test to ensure no hydration reaction is taking place in the back, Float test to ensure it should not sink in water and smell test. Presence of lumps would be rejected. | Visual / weighing | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | Type and weight- 1 bag |
| **5** | 50x100x3600mm Timber profile, well-seasoned hardwood (Oreo). Should be free from serious defects such as dead knocks, flaws, shakes etc. | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 Pcs |
| **6** | 100x100x3600mm Timber profile, well-seasoned hardwood (Obeche). Should be free from serious defects such as dead knocks, flaws, shakes etc. | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 pcs |
| **7** | 50x75x3600mm Timber profile, well-seasoned hardwood (Obeche). Should be free from serious defects such as dead knocks, flaws, shakes etc. | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 pcs |
| **8** | 50x10x3600mm Timber profile, well-seasoned hardwood (Obeche). Should be free from serious defects such as dead knocks, flaws, shakes etc. | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 pcs |
| **9** | 100x50x3600mm Timber profile, well-seasoned hardwood (Obeche). Should be free from serious defects such as dead knocks, flaws, shakes etc. | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 pcs |
| **10** | 25x10x3600mm Timber profile, well-seasoned hardwood (Oreo). Should be free from serious defects such as dead knocks, flaws, shakes etc. | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 Pcs |
| **11** | China Nylon thread twisted rope 6mm x 30m rol 3-stranded twisted rope | +/- 2mm dia | # of Strands, material strictly polyvenylene and diameter | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One roll – size and strands |
| **12** | Used engine oil | 0% in type and quantity | Quantity and quality. Missed with water will be rejected. | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One gallon- litres and type |
| **13** | 10mm diameter bar 12000mm length high yield steel - grade 415 – 460. | +/- 5mm in thickness and +/-100mm in length | Material type, thickness and dia. Free from cracks, surface should be maximum rust free, diameter should be equal, | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **14** | 600x1800mm (0.2 thickness) corrugated galvanized iron sheet (zinc coated) | 0% in thickness and length | Material, size and type. Free from corrosion and other defects. | Visual+ gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One sheet- size and material |
| **15** | 300 x 1800mm 0.2mm thick galvanized plain sheet (Zinc Iron Ridge Cover) | 0% in thickness and length | Material, size and type. Free from corrosion and other defects. | Visual+ gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One sheet- size and material |
| **16** | Long span plain aluminum roofing sheet (0.55mm) thickness | 0% in thickness and length | Material, size and type. Free from corrosion and other defects. | Visual+ gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One sheet- size and material |
| **17** | Common wire nails 4" Soft Steel nails for wood | +/-1/8” | Type, material and size. Free from corrosion and other defects. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One Kilo |
| **18** | Common wire nails 3" Soft Steel nails for wood | +/-1/8” | Type, material and size. Free from corrosion and other defects. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One Kilo |
| **19** | Common wire nails 2" Soft Steel nails for wood | +/-1/8” | Type, material and size. Free from corrosion and other defects. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One Kilo |
| **20** | Common wire nails 2.5" Soft Steel nails for wood | +/-1/8” | Type, material and size. Free from corrosion and other defects. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One Kilo |
| **21** | Metal strap *(Langa Langa)* Hoop Iron straps 1.5 m length x 15mm (0.25mm thickness) width made of soft steel, and free from color | 0% in length | Material, size and type. Free from corrosion and other defects. | Visual+ gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 piece- size and material |
| **22** | Hallow sandcretes blockwork in cement and sand 150 X 230 X 450mm (6") -Compressive strength 2.5N/mm2 to 3.45N/mm2 | +/-5mm in length and width | Compressive Strength and size. Should not break when dropped flat on hard ground from height of about 2.5m, should have uniform shape, when scratch with finger nail, no impression should be left on block surface, it should have uniform shape and size, free from crack and surface flaws, and edges should be sharp. | Visual and thumb role | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 pcs |
| **23** | Local mud block 120 x 210 x 240 mm | +/-3mm in length and width | Compressive Strength and size. Should not break when dropped flat4on hard ground from height of about 0.5m, should have uniform shape, it should have 23uniform shape and siz24e, free from crack and surface flaws, and edges should be sharp. | Visual and thumb role | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 pcs |
| **24** | Steel binding wire 1.5mm thick | +/-0.02mm , 0% for weight | Weight, type of material and thickness. Free from corrosion and other defects, should be soft and easy to bent. | Visual / weighing | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **25** | 4’’ hinges(Butt cut type) for doors made of mild steel | +/- 1/8” in size | Size and type of material. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **26** | 3’’ hinges(Butt cut type) for windows made of mild steel | +/- 1/8” in size | Size and type of material. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **27** | 3''4” Roofing cap steel nails | +/-1/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **28** | 4" Roofing cap steel nails | +/-1/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **29** | Galvanized Iron Mosquito Net 1.5x1.5mm Mesh Size | +/-20mm | Type and size of the net. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | One roll |
| **30** | Galvanized Utility Pull Handle for Door/window - 4"(Classic type) | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **31** | 4'' Harps and staple 3” (Classic type) | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **32** | Main Door L Shape External Latch (Classis lockable type Door Lock) 6" | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **33** | Internal 4” latch for internal locking made of mild steel | +/-1/8” | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer |
| **34** | Internal 3” latch for internal locking made of mild steel | 0% in length | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer |
| **35** | 2” Screw | +/-5mm in length and width | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer |
| **36** | 4m X 5m Shelter Grade 1/2/3 Tarpaulin, Weight: 200g/m2 ± 5%, one welding allowed, in the middle of the sheet, length wise. Woven High Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low Density Polyethylene (LDPE) coating, UNHCR/IOM Type | ± 5% in weight | Type, material, weight, welding, size | Visual to check the fibers, welding , weighing & gauging for dimensions | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 3 sheets |
| **37** | 4m X 6m Shelter Grade 1/2/3 Tarpaulin, Weight: 200g/m2 ± 5%, one welding allowed, in the middle of the sheet, length wise. Woven High Density Polyethylene (HDPE) black fiber fabric laminated on both sides with white Low Density Polyethylene (LDPE) coating, UNHCR/IOM Type | ± 5% in weight | Type, material, weight, welding, size | Visual to check the fibers, welding , weighing & gauging for dimensions | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 3 sheets |
| **38** | 1.5” flat head roofing nails | +/-1/8” | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer |
| **39** | 2mx1m locally made straw mat | N/A | Useable condition | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | N/A |
| **40** | 100mmx5m bolt nut and washer | +/-1/8” | +/- 2/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer |
| **41** | 25x150x3600mm facia bord (oro) | +/- 5mm in thickness and +/-100mm in length | Size, straightness, and type of the wood. Decayed profiles would be rejected | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6 Pcs |
| **42** | 360 x 1800mm (0.2mm thick) galvanized plain sheet | +/-1/8” | Type, material and size. Free from corrosion | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **43** | 2"x2"x5332mm metal hollow pipe | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **44** | 1.5"x1.5"x5332mm metal hollow pipe | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **45** | Fabricated metals (U-shaped, 100mm width and 60mm length) | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **46** | 100mmx100mm steel plate | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **47** | U-Shape anchor bolt and nut of 500mm length, 3mm thick | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **48** | Used bicycle tyres | N/A | Useable condition | Visual | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | N/A |
| **49** | Light-weight foundation (Pre-fabricated 200mmx200mm metal sheets of 5mm thickess, welded at the bottom with three angle iron of 350mm length and 2mm thick each, and welded at the top with 2 flat bars of 90mm length, 50mm width and 5mm thick spaced at 100mm. All metal sheets must be painted with anti-rust sprays) | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |
| **50** | 1 ft by 2" Flat metal bar with 2 holes at one end of 6mm diameter each and 50mm apart. Hole should be 50mm from the edge | 0% in type, length and dia | Type, material and size. | Visual & gauging | Per week / Prior to Each Supply / Redemption | Officer and/or Sr. Officer | 6-pcs |