

## 1. Invitation to Tender-Construction works of a Productive Use of Energy Hub

<b>Tender Name:</b> Construction works of a Productive Use of Energy Hub in Awbare District, ShederKebele of Somali Region of Ethiopia as per attached BoQs and designs	<b>Tender No: ADD 2187/2023</b>
Location: Addis Ababa, Ethiopia	Correspondence Language(s): English
<b>Brief Summary Description of Project:</b>  Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future. Mercy Corps has been operating in Ethiopia since 2004, working in rural, peri-urban, and urban areas in five regional states - Somali, Oromia, Afar, Southern Nations Nationalities and Peoples, Amhara - and the capital city of Addis Ababa. We engage in both development and humanitarian work, and seek to integrate approaches, programs, and geographies as much as possible. Our partners include government, academic institutions, development and private sector actors, civil societies, and communities.  Enter Energy Ethiopia (EE-E) is a partnership program between Mercy Corps and Shell to improve the quality of life through sustainable energy markets in displacement settings in Ethiopia. The project's vision is to test an energy access model for long term service provision that can replicate and scale. To achieve such ambitious goal, Mercy Corps has partnered with other national stakeholders through a ground-breaking approach with the incorporation of a commercial special purpose vehicle (SPV), called Humanitarian Energy (HumEn) Private Limited Company (PLC) in Ethiopia (a limited liability company established in Ethiopia by Mercy Corps and the national partner Rensys Engineering and Trading PLC) to design, finance, deploy, and operate on a semi-commercial base , mini-grids and ESCO/leasing models for households, small businesses (PUE) and humanitarian facilities and operations. A first mini grid project is current being developed for the Sheder camp to serve about 11,387 refugees, community lighting, productive uses of energy (millers, commerce, small business, etc.) and additional installations for captive uses for selected humanitarian organizations and operations in Sheder and other locations in the Somali region, with reliable, clean, affordable sources of electricity with the aim to improve livelihood opportunities and quality of life.	

<b>Tender Package Available from:</b>	<b>Tender Package Pickup Location:</b>
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<b>17<sup>th</sup> April 2023 8:00am EAT</b>	<b>Bidders can download from: <a href="http://www.mercycorps.org/tenders">www.mercycorps.org/tenders</a></b>  <b>OR</b>  <b>Collect from</b> Mercy corps Addis Ababa office Tel. No.251-1-11-110777 P.O. Box 14319, Hayahulet Golagul Square, Afro building Addis Ababa
<b>Deadline for Offer Submission:</b>  <b>3<sup>rd</sup> May 2023; 4:00 pm EAT</b>	<b>Submit Offers to:</b> Mercy corps Addis Ababa office Tel. No. 251-1-11-110777 P.O. Box 14319, Hayahulet Golagul Square, Afro building Addis Ababa; OR Electronic copy can be sent by <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a>

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

#### Questions and Answers (Q&A)

If any, Submit Questions in writing to: **et-tender-questions@mercycorps.org**

#### Questions and Answers (Q&A)

Questions will be answered through:

All prospective bidders will access consolidated questions and answers on  
**[www.mercycorps.org/tenders](http://www.mercycorps.org/tenders) alongside the tender package**

Last Day for Questions:  
(25<sup>th</sup> April 2023; 4:00 pm EAT)

Questions will be answered by:  
26<sup>th</sup> April 2023 4:00pm EAT

#### Documentation Checklist

These documents are contained within this tender package:

1. Invitation to Tender
2. General Conditions for Tender
3. Criteria and Submittals
4. Offer Forms
5. Supplier Information Form
6. Schedule of Requirements
7. Special Terms of Contract
8. Sample Contract
9. Donor Terms

## 2. General Conditions for Tender

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

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

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities  
This prohibition includes any *request* from any 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.
- Any form of exploitation, abuse, human trafficking or internal sexual misconduct  
Mercy Corps requires its partners to adhere to its Safeguarding policies including the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. Mercy Corps will not engage with a company that is found to be in violation of these policies.

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

**<http://mercycorps.org/integrityhotline>**

Mercy Corps will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be

eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

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

## 2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of **[180 days]** from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of bids. Furthermore, Mercy Corps reserves the right to reject any and all offers, if such action is considered to be in the best interest of Mercy Corps.

## 2.3. BID Security

- The bidder shall furnish as part of its bid, a bid security of in the amount of **100,000 Birr** in the form of **CPO/Bank guarantee** issued by a reputable bank located in Ethiopia.
- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid received by Mercy Corps prior to the deadline prescribed for submission of bids.
- No bid may be modified after the deadline for submission of bids. No bid may be modified or withdrawn in between deadline for submission of bids and the expiration of the bid validity period specified by the Bidder, unless requested by Mercy Corps. Withdrawal of a bid during this interval

may result in the BIDDER's forfeiture of its bid bond.

## 2.4 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.

## 2.5 Response Documents

Offerors must submit all the required documents and information specified in this tender. Offerors must complete and submit an itemized Price Offer Sheet with the rest of their offer.

## 2.6 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.

## 2.7 Certification Regarding Terrorism

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

# 3. Criteria & Submittals

## 3.1 Contract Terms

Mercy Corps intends to issue a **Unit Rate (Admeasurements)** contract to one company or organization. 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 7 & 8 herein. By submitting an offer, offerors certify that they understand and

agree to all of the terms and clauses contained in Section 7 & 8.

### 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:

- Being an eligible business under applicable laws and regulations
- Being in good standing with any taxation or legal authority
- Having a satisfactory record of performance and business ethics based on information available to Mercy Corps
- Business license registration certificate
- Tax Identification Number (TIN) registration certificate
- Value Added Tax (VAT) registration certificate.
- Bid guarantee (Cashier’s Payment Order – CPO of ETB:100,000.00)
- Certificate of competence (CoC)- BC/GC 5 and above
- Proof of past experience/ references (Copies of contracts/ POs/ completion certificates/ etc.)
- Bank statement for financial stability evaluations
- Bidders are requested to fill the necessary details in the instruction to bidders

### 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.

- Complete bid documents must be **submitted in TWO sealed envelopes** that shall be hand delivered by the address mentioned not later than the due date indicated. Upon submission a bid register must be signed by the bidder or their representative. Bids delivered by express couriers are allowed and will be registered on the bid submission sheet.
- Eligible bidders are required to submit Technical (two original & two Copies) and financial proposals (two original & two Copies).
- Company Profile, 2 page max [Required]
- References from previous work projects (including contact information) [Required]
- Key Personnel CVs, 3 page max per personnel [Required]
- Audited Bank statement for financial performance evaluation [Required]
- All bids must be accompanied by sealed bid security of 100,000 birr in the form of certified check CPO, bank draft, an irrevocable letter of credit or a guarantee from a bank or a bond issued by an insurance company payable unconditionally on first written demand and must be submitted.
- Failure to comply with what is requested on the bid document will result in automatic rejection.

#### 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 unit rate Contract, the unit rates provided by the offerors will be an all-inclusive fixed price, in the form of 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 6. All items must be clearly labeled and included in the total offered price.

Offerors must include VAT (shown separately) in their offer.

### 3.4 Currency

Offers should be submitted in: ETB

Payments will be made in: ETB

### 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	FAIL
Availability of Machinery (all machinery available)				
The minimum requirements of equipment				
No.	Equipment Type	Minimum Number Required		
1	Concrete Mixers	1		
2	Concrete Vibrators	2		
3	Compactors	1		
4	Digital Surveying Equipment	1		
5	Slum Test Equipment	1		
6	Winches & Lifts	-		
Personnel experiences:				



<p>a) Project Manager's general experience (university degree with 5 years more experience.</p> <p>b) Site engineer's general experience, university degree with 5 years/more experience</p> <p>c) General Forman language skills for Somali language skill, experience with international organizations</p>		
Proposal of Work Methods: Schedule for work to be carried out by contractor (quality of plan and suitability for Quality Control Works)		
Historical Financial Performance: Audited statement of turnover (turnover over last three years)		
Company's experience in Somalia Region (proven experience)		
<p>Site Visitation</p> <p>The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>		

### 3.5.2 Financial Evaluation and Price/Cost Analysis

Any supplier who gets "**fail score**" in at least one of the technical evaluations, will fail and will not move into the final financial evaluation. Only those who score "**pass score**" in all the technical evaluations will pass into the final financial evaluations, whereby least priced offer will be selected as the winner after reference check and due diligence in conducted

### 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/Site visit
- Ineligibility and compliance checking



## 4. Offer Form

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

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

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

### Documents Comprising the Bid

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

- ☐ **Cover Letter** explaining interest to be a contracted vendor or supplier.
- ☐ A detailed work methodology of the offered works.
- ☐ Delivery time and Works Schedule
- ☐ 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 **BOQ Sheet** provided in section 6.
- ☐ Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 5)
- ☐ Other important documents and proves required under Section 3 to be attached to support their bid.

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

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

## 5. Supplier Information Form template

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

*Please complete all fields.*

### Supplier Information

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

### **Financial Information**

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

### **Product/Service Information**

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

### **References**

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

Note: Offerors can submit other required submittals & information under this tender document in their own forms.

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

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

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

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

Name of Representative: \_\_\_\_\_

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

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

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

## FOR MERCY CORPS USE ONLY

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

Documents	
Legal Business Registration	
Latest Tax Registration Certificate	
company profile (2pages)	
References from previous work projects	
Technical proposal should be detailed enough	
Financial proposal with a detailed breakdown of costs (including all related costs) in Birr mentioning the terms of payment;	

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

## **6. Schedule of Requirements**

- 6.1 Scope of Works
- 6.2 Quality Control Plan
- 6.3 Works Technical Specification
- 6.4 Bill of Quantities
- 6.5 Design Drawings

### **6.1 Scope of Works**

#### **I. Background**

Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future. Mercy Corps has been operating in Ethiopia since 2004, working in rural, peri-urban and urban areas in five regional states - Somali, Oromia, Afar, Southern Nations Nationalities and Peoples, Amhara - and the capital city of Addis Ababa. We engage in both development and humanitarian work, and seek to integrate approaches, programs and geographies as much as possible. Our partners include government, academic institutions, development and private sector actors, civil societies, and communities.

#### **II. Program Description:**

Enter Energy Ethiopia (EE-E) is a partnership program between Mercy Corps and Shell to improve the quality of life through sustainable energy markets in displacement settings in Ethiopia. The project's vision is to test an energy access model for long term service provision that can replicate and scale. To achieve such ambitious goal, Mercy Corps has partnered with other national stakeholders through a ground-breaking approach with the incorporation of a commercial special purpose vehicle (SPV), called Humanitarian Energy (HumEn) Private Limited Company (PLC) in Ethiopia (a limited liability company established in Ethiopia by Mercy Corps and the national partner Rensys Engineering and Trading PLC) to design, finance, deploy, and operate on a semi-commercial base , mini-grids and ESCO/leasing models for households, small businesses (PUE) and humanitarian facilities and operations. A first mini grid project is current being developed for the Sheder camp to serve about 11,387 refugees, community lighting, productive uses of energy (millers, commerce, small business, etc.) and additional installations for captive uses for selected humanitarian organizations and operations in Sheder and other locations in the Somali region, with reliable, clean, affordable sources of electricity with the aim to improve livelihood opportunities and quality of life.



### **III. Objective:**

Under this Activity Concept Note, Mercy Corps is looking for a company/contractor to construct a Productive Use of Energy (PUE) Hub in Awa bare Woreda, ShederKebele of Somali Region of Ethiopia as per the attached BoQs and designs.

### **IV. Activities/Tasks:**

The company/contractor will construct PUE HUB at Sheder, Jijiga as per the attached BoQs and design. The works includes but not limited to

- A. Substructures
  - Excavation & Earthworks
  - Concrete works (Foundations & Beams)
  - Masonry Works
- B. Superstructures
  - Concrete Works (Columns & Tie beam)
  - Block Works
  - Roof Works
  - Plastering and Pointing Works
  - Wall and Floor Finish Works
  - Painting Works
  - Electrical Works
  - Sanitary Works

### **V. Requirements:**

The companies/contractors applying for this work shall be Grade 5 and above BC/GC and submit/fulfill the following:

- Business license registration certificate
- Tax Identification Number (TIN) registration certificate
- Value Added Tax (VAT) registration certificate
- Bid guarantee (Cashier's Payment Order – CPO of ETB:100,000.00) Which will not be returned if the supplier declines the award.
- Certificate of competence (CoC) with BC/GC 5 and above
- Proof of past experience/ references (Copies of contracts/ POs/ completion certificates/ etc.)
- Bank statement for financial stability evaluations
- Bidders are requested to fill the necessary details in the instruction to bidders.

### **VI. Timeframe/Schedule:**

The Estimated timeline will be 7 months from April 3, 2023, up to October 31, 2023. The first five (5) months will be for Construction work and the remaining 2 months will be the Defect Liability Period

## 6.2 Quality Control Plan

### Essential Material Specifications and Testing Requirements

#### Major Input Materials

Si. No.	Descriptions	Type and/or Specification	Built and/or Brands	Quality Control/Assurance	Non-Conformity
1	Cement	Ordinary Portland Cement (OPC)	Dangote, Muger, Derba& National	Visual Inspection of the brands mobilized to site	- If other cements supplied, a test certificate of the product with a minimum compressive strength of 175Kg/m2 shall provide.
				Visual Inspection for hardened, opened and damage bags.	- Discard from site.
2	Sand	Natural Sand	Locally obtained (Sheder)	Visual Inspection source– cleanness, Soil Contaminations and other	- Discard from site. - Apply sand screening methods using wire nets.
3	Gravel	Crushed aggregates	Locally obtained (Sheder)	Visual Inspection source– cleanness from Soil contaminations and uniformity Gradations	- Discard from site. - Apply sand screening methods using wire nets.
4	Water		Locally obtained (Sheder)	Visual Inspection – sources free from alkaline contamination	- Instruction to the Contractor to search for better source.
5	Reinforcement Bars	Grade 40 and above	Ethiopia	Verification of Mill Certificate from the Manufacturer	- Discard from site.
6	HCB		Locally produced (Sheder)	Inspection for sharp edginess, uniformity in sizes and free from damages	- Discard from site.
7	Masonry		Locally obtained (Sheder)	Source Inspection & Verification of the sources quarry. (hard & sound, free from vents, cracks)	- Instruction to the Contractor to search for better source.
8	CIS Roof Covers	G-28	AkakiKality/ or Kospi	Verification of the manufactures brand and certificates	- Discard from site
9	Metal Sheets	G-28	AkakiKality or Kospi	Verification of the manufactures brand and certificates	- Discard from site.
10	Paints (Walls)	Plastic Emulsion	Nifas Silk or Dil	Verification of the manufactures brand and certificates	- Discard from site.
11	LTZ profiles	38 mm x 1.5mm	Locally Produced	Calibration of the thickness	- Discard from site.
12	MDB & SDBs	T-Box	Egypt	Verification of the manufactures brand and certificates	- Discard from site. - If Contractor proves unavailability, replace with equivalent standard.
13	Conduits	PCV	Unique or Ethio-Plastic	Verification of the manufactures brand and certificates	- Discard from site.

14	Light Switches	Mica Framing	Spark or Chint	Verification of the manufactures brand and certificates	- Discard from site.
15	ACBs	Various A	Chint	Verification of the manufactures brand and certificates	- Discard from site.
16	Sockets	Mica Framing	Spark or Chint	Verification of the manufactures brand and certificates	- Discard from site.
17	Light 1	2 x 36 W	Philips	Verification of the manufactures brand and certificates	- Discard from site. - If Contractor proves unavailability, replace with equivalent standard
18	Light 2	1 x 36 W	Philips	Verification of the manufactures brand and certificates	- Discard from site. - If Contractor proves unavailability, replace with equivalent standard

### Major Works Items

Si. No.	Work	Type and/or Specification	Built and/or Brands	Quality Control/Assurance	Non-Conformity
1	Excavation & Footing	Procedure		- Setting out using Digital survey equipment	- Re-work until all are ok.
2	Backfill	Procedure		- Inspect each layer of Max 20cm	- Scrap out compacted materials & rework
		Compaction		- Visual Inspection of Compaction levels	-
3	C-25 Concrete	Ingredients		- Inspection of all the approved materials from the approved sources are applied	- Discard any Concrete made from ingredients that are not approved.
		Mix Proportion	1:2:3 WC Ratio: 0.43	- Inspect the mix design proportions are being followed	- Instruction to the Contractor for corrective measures. - Instruction to the Contractor to make available standard measuring boxes
		Procedure	Mixing steps & Equipment	Inspect the mixing procurers are being followed.	- Instruction to the Contractor for corrective measures.
		Testing	28-Days Crushing Compressive Strength of 28N/mm <sup>2</sup>	- Take random samples at a first trial mix and review & approve/reject the results	- Re-make trial mixes with different WC ratio. - Material sources change.
			Slump Testing	- Taking random samples every 2or 3` batches and verify the slums of the Concrete.	- Instruction to the Contractor to search for better source.
4	Rebar Cutting & Fixing	Procedures		Inspect & verify. - the rebar placed are the required diameters. - Arranged accordingly to the design. - Overlaps are met.	- Instruction to the Contractor for corrective measures.

				- Concrete covers are kept	
5	Formworks	Procedure		Inspect forms and ensure forms. - Are tightly fixed in accordance with the design. - Are free from dents & holes. - Mold oils are applied to inner surfaces	- Request the Contractor for Correcting actions.
6	Electrical System	Testing	Current Connectivity Testing	- Conduct joint Connectivity test on every electrical system installed on the building before hand-over the works	- Request the Contractor for Correcting actions.

## 6.3 Works Technical Specification

**Note** that if the works that are proposed differ from these then bidders are required to mark this clearly in the priced offer and to submit a separate works specification document.

### 1. General

The minimum acceptable qualities of materials and workmanship have been established in this Technical specification by reference to accepted standards, codes or descriptions of required performance. The Engineer has established requirements in each section for the advance submittal of data for review and approval. Such required data shall be submitted and reviewed and resubmitted as frequently as required until compliance with the specific requirements has been obtained.

Each data for submittal shall be carefully reviewed and verified for its compliance with the specific requirement of the submittals called for in each section of this Specification.

The approval by the Engineer of submittals is in no way considered as a guarantee or relief from replacing, the material supplied or work executed, if the materials and workmanship are found defective by tests carried out thereafter. Such materials and workmanship found to be defective shall be replaced at no cost to the Employer.

All data, samples, test results, certificates, designs, drawings, etc., to be submitted shall fully comply with the requirements as specified in each section of this Specification.

#### Qualification of Workmen

Adequate number of workmen who are skilled/trained and experienced in the necessary crafts and who are thoroughly familiar with the specified requirements and methods needed for the proper performance of the work in each section of this Technical Specification shall be provided by the Contractor.

In addition to this general requirement, the specific requirements as stated under each section of this Specification shall be met.

#### Cost Included

Cost of materials as indicated on drawings or specified in the Technical Specification, Bill of Quantities, Schedules, etc., labor, equipment, tools, temporary works, supervisory personnel and related items required for the satisfactory execution of an item shall be borne by the contractor whether or not specified.

### 2. Excavation And Earthworks

#### 2.1 General Requirements

Work Includes; provide all necessary tools, equipment and manpower necessary to satisfactorily execute excavation and earthwork.

### **Qualification of Workmen**

Operators of equipment and men guiding laborers in earthwork shall be skilled workmen thoroughly trained and experienced in the necessary crafts. Provide at least one person thoroughly familiar with the specified requirements of the work in this Specification.

### **2.2 Site Clearance**

The Contractor shall deploy a **Digital Surveying Equipment** at site with a well qualified surveyor. The Contractor shall identify and mark site boundaries points, excavation limits, foundation lines to be excavated by wooden pegs with paint and strings.

The Existing levels (existing ground levels) shall read jointly with the Engineer before commencing any earthwork activity on site. These reading shall be a benchmark for letter excavation and site clearing volume calculations.

Site clearance shall be carried out in accordance with the direction of the Engineer for the area to be cleared. Bushes, vegetation and undergrowth shall be removed from sites required to be cleared. Trees and bushes shall be uprooted, raked and disposed of, deposited or burnt as directed by the Engineer. Holes left by stumps and roots shall be filled with suitable material and compacted to approval by the Engineer.

Site Clearance shall be measured by area and shall be understood as including trees up to 20mm in depth.

### **2.3 Selected Backfill**

Selected borrowed fill - Suitable non-expansive well graded soil or granular material with no rock lumps imported from outside and approved by the Engineer.

If the excavated materials from trench and bulk excavation are suitable, the Contractor shall use these materials for backfill by prior approval from the Engineer.

Backfill shall be made layer by layer with a maximum 20cm of layer until the desired levels are reached. Each backfill layers shall be compacted using Hand Tamper and shall be visually verified and approved by the Engineer before commencing next layers.

### **2.4 Disposal**

All unsuitable and surplus suitable material arising from excavations shall be disposed of when instructed by the Engineer.

Disposal shall be made to tips directed by the Engineer or indicated in the document. In the absence of direction from the Engineer or indication in the documents, it is the contractor's responsibility to identify the appropriate tip and dispose the material.

### **2.5 Hardcore**

Hard core shall be sound approved stone of specified finishing thickness and placed as directed by the Engineer and finished blinded with 20mm crushed aggregate.

Hard core shall be measured by the area of the surface on which it is laid if the finished thickness does not exceed 300 mm. Hardcore and stone filling exceeding 300mm thickness shall be measured by the volume of void filled by the hard core or stone chipping.

### **3. Masonry Works**

#### **3.1 General Requirements**

Below grades wall shall mean masonry to the level of ground floor whether slab is resting on ground or suspended. Above grade wall shall mean masonry above ground floor.

Work Includes; provide all masonry material, mortar, and tie as indicated on drawing and specified herein, and labor, equipment, tools, scaffolding for masonry works, as required for the satisfactory installation of the works. The Mortar mix Masonry work shall be with a mix ratio of Cement: Sand of 1:3 proportions with a maximum water cement ration of 0.46.

#### **3.2 Stone For Masonry**

Stone obtained from quarries approved by the Engineer shall be hard & sound, free from vents, cracks, fissures, discoloration, or other defects that will adversely affect strength or appearance. Stone chips out of which shaped stone are to be produced shall not be less than 450mm average and 380mm individual length.

### **4. Concrete Work**

#### **4.1 General Requirements**

All Concrete shall be cast in place concrete which is concrete whose ingredients are transported to the site and mixed just before casting in place.

Work Includes; provide cement, aggregate, water admixture, labor equipment and tools for cast in place concrete as required for the satisfactory installation of the works.

#### **4.2 Materials for Concrete**

##### **Cement**

Cement shall be Ordinary Portland or Portland manufactured by pre-selected firms (Dangote, Derba, Muger & National) and shall comply in all respects with the requirements.

Cement shall be used in the order delivered. It shall be visually checked and tested before being used. Set or partially set cement bags shall be immediately removed from the site.

If required, manufacturers test certificate for each consignment of cement, shall be issued with the consignment. Further tests for fineness and compressive strength for consignment already delivered shall be made when required by the Engineer.

The cement content of a concrete mix shall correspond to the mix proportion indicated under the Class of concrete of this Technical Specification.

##### **Aggregate**



Fine Aggregates shall be natural or crushed gravel or stone, clean sharp coarse grit, pit or river sand to conform to the requirements.

Coarse Aggregate shall be hard clean gravel or broken stones, durable, non-porous, uniformly graded and free from harmful matter. It shall conform to the requirement.

#### **Water**

Water shall be from an approved source and shall be clean, free from oil, acid, alkali, or any vegetable or organic matter harmful to any material with which it is used.

If available drinking water piped supply shall be used.

### **4.3 Mixing of Concrete**

#### **C-5 Concrete**

This Concrete class can be mixed manually with a mix proportion of **1:2:5** (Cement: Sand: Aggregate) with a minimum cement content of **150kg/m<sup>3</sup>** and a maximum cement Water ratio of 0.43.

All Hand mixings shall be done on masonry platform or iron sheets only.

For a mix proportion of 1:2:5, 2 boxes of sand and one bag cement shall be properly and thoroughly mixed (Dry mix). Then 5 boxes of aggregate shall be added into the mix and then again mixed properly (dry mix). Water is then added gradually along turning the mix.

The Concrete should be laid gently and properly. For any Concrete work to depth greater than 1.5m, Concrete sliding mechanisms (Concrete shooters) shall be used.

Proper Compaction of should be done with help of rods and tamping rods until dense concrete is obtained.

#### **C-25 Concrete**

This Concrete shall be mixed using mechanical mixers with a mix proportion of **1:2:3** (Cement: Sand: Aggregate) with a minimum cement content of **360kg/m<sup>3</sup>** and a maximum cement Water ratio of 0.43.

For a mix proportion of 1:2:3, 2 boxes of sand and one bag cement shall be properly and thoroughly mixed (Dry mix). Then 3 boxes of aggregate shall be added into the mix and then again mixed properly (dry mix). Water is then added gradually along turning the mix.

Proper Compaction of should be done with mechanical vibrators until dense concrete is obtained.

Concrete shall be poured in continues manners in structural members. No horizontal construction joints are permitted in beams.

### **4.4 Curing of Concrete**

Curing shall be carried out on all concrete pours by constantly saturated with water for a period of **at least ten days**. If saturated hessian cloth is used, it must be adequately covered by polythene sheeting.

### **4.5 Testing of Concrete**

All Costs of sampling, logistics and testing fee shall be covered by the Contractor. No separate payment will be made for such tests required under this works specifications.

### **Compressive Strength Test**

The Contractor after getting the approval (source approvals) for the ingredients of concrete (Cement, Sand, Aggregate & Water), he shall conduct a trial mix for C-25 Concrete by using the mix proportion & water content provided in the specifications.

Three samples from the mix shall be taken using cubic cylinders and the samples shall be taken to external laboratories for testing. The laboratories can be Jijjiga University, Haromaya University or other laboratories to be determined on discussion.

The sampled Concrete specimens shall have a minimum 28 day cube crushing strength **25 N/MM<sup>2</sup>** with minimum cement content of 360 kg/m<sup>3</sup>.

The Engineer shall inspect and verify the sampling, the testing procedure and results along with the Contractor.

This test if found acceptable, shall be done only once (at trial mix) unless sources, types and specifications of the ingredient are changed, in that case this test shall be done again.

### **Slump Test**

Concrete slump tests shall be taken at site with an interval of every 2 or 3 batches of C-25 Concrete, (will depend the size of the mixers) to check & verify the consistency of the concrete mixes. The acceptable range of concrete slumps shall be from 75-100mm.

The Engineer will take random samples from random mixes and will verify the slump requirements and give instructions for corrective measures if deviations occurred.

## **5. Reinforcement**

### **5.1 General Requirements**

All reinforcement bars shall be **Ethiopia Grade 40** and above.

Work Includes; provide reinforcing bars, welded fabric reinforcement, tie wire, chairs, labor and tools for the satisfactory placement of reinforcement works.

### **5.2 Preparation**

Formwork and conditions under which reinforcement is to be placed shall be examined and corrected prior to the placement of the reinforcement.

The allowable cover for cast-in-place concrete reinforcing shall be as follows

- Foundation - 50mm
- Beams and Columns - 25mm
- Slabs - 20mm

The minimum allowable pin diameter for bent up bars shall be as follows.

Minimum Pin Diameter For Bent Up Bars		
Bar Size	Bar Size	Stirrups & Ties
$\emptyset \leq 16$	5 $\emptyset$	4 $\emptyset$
$16 < \emptyset \leq 25$	6 $\emptyset$	6 $\emptyset$

## 6. Formworks

### 6.1 General Requirements

Forms shall be plywood, wooden boards or metal panels braced firmly with eucalyptus. All form work should comply with the specification. The contractor should submit detailed working drawing of formwork & shuttering showing stages of construction,

### 6.2 Preparation

Forms shall be constructed to the exact sizes, shapes lines and dimensions shown and as required to obtain accurate alignment, location grade, level and plumb work in finished structures.

No form work should be removed unless as follows:

- Walls and columns : 2 days
- Sides of beams and slabs : 3 days
- Soffit of beams : 21 days

## 7. Hollow Concrete Blocks

### 7.1 General Requirements

Work Includes; provide cement, sand, aggregate, labor, equipment and tools for HCB walling as required for the satisfactory installation of the works.

Concrete blocks shall be obtained from an approved supplier or may be manufactured on site. Samples and shall be submitted for approval by the Engineer before any blocks are delivered or used in the construction of the works.

Blocks shall be manufactured from cement and aggregates complying with the requirements or pumice with no fine volcanic dust and Blocks shall be uniform in texture, shape, size, with sharp arises and free from any cracks or defects.

### 7.1 Preparation

The Mortar mix for embedding the HCB shall be with a mix ratio of Cement: Sand of 1:3 proportions with a maximum water cement ration of 0.46.

The Contractor shall to obtain the accurate alignment, location grade, level and plumb the HCB wall. No HCB wall greater in height than 1.5m shall be done in single run.

## **7.2 Curing**

Curing shall be carried out on all newly constructed HCB walls by constantly saturated with water for a period of **at least ten days**.

## **8. Roof Work**

### **8.1 General Requirements**

Work Includes; provide CIS, steal sheets, Truss structures, paintings, labor, equipment and tools for Roofing work including all the accessories required to make complete & working the roof structures. Accessories and other items that are not mentioned here are assumed to be included in the built-up rate of other roofing items, hence no separate payment will be paid for such items.

### **8.2 Preparation**

Tie bars embedded in, or tied around support shall be used to tie truss and rafter secure in position.

Trusses and rafters shall be fabricated as detailed in drawings from eucalyptus or other equivalent posts complying with Specification.

Members shall be spliced where necessary, securely nailed to each other and tied with mild steel bands at all joints. Trusses and rafters shall be securely tied to supports detailed on drawings. Where no details are shown, 6 or 8mm diameter mild round steel

Purlins shall be produced from wooden Zigba or other equivalent posts complying with specification which is 5cm\*7cm sectional size.

The wooden facia board shall be 25mm x 250mm made from Kerero.

Horizontal Gutter, Roof Ridge & Roof Copping shall be G-28 galvanized metal sheet with a development length of 330mm, 330mm and 250mm respectively .All metal sheets shall be painted with one coat of antirust and two coats of synthetic paint.

## **9. Metal And Steel Work**

### **9.1 General Requirements**

Work Includes; provider, all the required materials including accessories.

Provide Metal doors and Windows made of 38x1.5mm LTZ profiles shown on the drawings, price include approved quality cylindrical locks and all iron works, One coats of anti rust, Two coats of synthetic paint, 1mm thick ribbed sheet. All according to drawing to the drawing. Final painting Color to be deduced by the Engineer.

### **9.2 Doors**

Doors shall be Single leaf and Double leaf covered with 1mm thick ribbed sheet. Doors shall have a cylindrical locks and additional pins for removable locks (Gan) on the outside.

### **9.3 Windows**

All Windows shall be sliding covered with 1mm thick ribbed sheet. Windows shall have pins for removable locks (Gan) on the inside.

## **10 Plaster& Pointing**

### **10.1 General Requirements**

Work Includes; provide cement, sand, labor, equipment and tools for plastering of surfaces & pointing of HCB & masonry walls as required for the satisfactory installation of the works.

### **10.2 Preparation**

The Mortar mix for plastering & pointing shall be with a mix ratio of Cement: Sand of 1:3 proportions with a maximum water cement ration of 0.46.

The Contractor shall to obtain the accurate alignment, location grade, level and plumb the plastering & pointing surfaces. Pointing styles will be decided by the Engineer.

### **10.3 Curing**

Curing shall be carried out on all newly constructed plastered & pointed surfaces by constantly saturated with water for a period of **at least ten days**.

## **11 Painting**

### **11.1 General Requirements**

Work Includes; provide all backing and painting material, necessary labor and tools for the preparation, priming and painting of surfaces and cleaning up at work completion.

### **11.2 Preparation**

The paints which will use shall be Nifas Silk or Dil paints.

### **11.3. Qualification of Workmen**

Painters shall be skilled workmen who are thoroughly trained and experienced in the necessary crafts. In addition to these requirements, assign at least one person who is thoroughly familiar with the specified requirements and capable of guiding the trade's men in the selection of materials and execution of the works of this section.

## **12 Electrical Works**

### **12.1 General Requirements**

Work Includes; provide all material (except for electrical wires & Cables), necessary labor and tools for the to make of the electrical system Complete & Working.

Contractors shall Note that **Only ELECTRICAL WIRES & CABLES** shall be supplied by the Employer, and shall prepare their rate for furnishing of other materials and labor for installations.

## 12.2 Preparation

### Boards

The Contractor shall provide & fix two Main Distribution Board (MDB 1 & MDB 2) in metal enclosure with lockable doors to be attached to walls consisting the items specified in the BoQ. The MDBs shall be T-Box Egypt made (adequately proportional locally made or manufactured).

The Contractor shall provide & fix 16 SDBs in metal enclosure with lockable doors to be attached to walls consisting the items specified in the BoQ. The SDBs shall be T-Box Egypt made (adequately proportional locally made or manufactured).

### Automatic Current Breakers (ACB)

All the ACBs to be provided shall be with the same AMPER as indicated on the Boq and shall be a brand of **Chint**.

### Light Points

Light points fed through PVC conduit (Specified) of 16 mm diameter, through the open roofs of the building. The prices shall only be for provision of PVC conduits & for the installation. (Wire to be provided by the client & light fixture installation are paid separately).

### Switches

Double pole switches with a brand of **Chint or Spark with Mica Framing** shall be provided fed through PVC Conduits (Specified) of 16mm embedded in walls. The prices shall only be for provision of PVC conduits, the switches & for the installation. (Wires to be provided by the client)

### Sockets

20-25A socket outlet points fed through PVC conduit (Specified) of 29 mm diameter with a brand of **Chint or Spark with Mica Framing** shall be provided. The prices shall only be for provision of PVC conduits, the Sockets & for the installation. (Wires to be provided by the client)

### Feeder Cables

Feeder power cables from the main MDBs to SDBs shall embedded in ground or other ways to be decided fed through appropriate conduits. The prices shall only be for provision of PVC conduits, & for the installation. (Wires to be provided by the client)

Light fixtures (Specified type or equivalent)

Supply and Installation of 2\*36 W & 1\*36 W florescent lights Philips made. The Light shall be suspended from PCV ceiling or from the bottom cord of the roof truss structure using metal chains.

## 12.3 Testing

All installed switches, sockets, light points; every ACB will be subjected to **current connectivity test** after wiring works and again after completion of fixtures

## **13 Sanitary Works**

### **13.1 General Requirements**

Work Includes; provide all material, necessary labor and tools for the to make of the sanitary system Complete & Working.

### **13.2 Preparation**

Rain water down pipes shall be PVC Dia. 75 mm according to where shown on the drawing and the works includes providing & fixing all the required connection materials and clumps every 1m fixed to the wall.

Storm water drainage pipes Diameter 200mm PVC shall be laid with the required slope & directions with 100mm sand bed & 150mm compacted selected materials and Covered with the 70mm Cement screed.

The Storm water drainage pipes shall have water inlets drops with the intervals shown on the drawings constructed with single bricks walls of size 40cmx40cm with depth of average 60cm and 0.7cm cement screed bed. The prices for water drainage system shall be inclusive of all excavation, backfilling and caraway, and all assistant civil works.

Plastic Water Tankers of 100L shall be approved quality with standard 1/2 inch metal gauge at the bottom and Civil assistance work sitting elevated 40-50cm from ground.

Masonry wall, Concrete Bottom & Top slab Septic tank shall be constructed as per the detail drawing including all excavation, cart away, backfill, plastering, reinforced concrete civil work, pipes and fittings to make the system complete and workable. (Capacity = 6m<sup>3</sup>)



## 6.4 Bill of Quantity

The Bill of Quantities shall be read in conjunction with the provision of the Contract Agreement including the General Conditions of Contract, the Special Conditions Construction Contracts, the Technical Specifications, and the Drawings.

The quantities given in the Bill of Quantities are estimated and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor, and verified by the Engineer and valued at the rates and prices entered in the accepted Bill of Quantities, unless otherwise provided in the Contract, and/or at such rates and prices as the Engineer may decide within the terms of the Contract.

In case the Contractor has not entered any rate or price against any particular item, it shall be deemed that the bidder has included its cost and price in other items of the Bill of Quantities.

The rates and sums of money quoted in the Bill of Quantities shall be in Ethiopian Birr (ETB).

The rates and prices included in the priced Bill of Quantities shall, except insofar as is otherwise provided under the contract, shall also include the cost of all constructional equipment and operational cost, Labor, supervision, materials, transportation, erection, maintenance, insurance, profit, overhead, taxes and duties, together with all general risks, liabilities and obligations set out in or reasonably to be inferred from the contract, together with all other costs incidental to the proper completion of the works.

- (a) The cost of quality assurance measures in the form of all in situ tests, taking samples, transporting, testing and analysis with all cost of Labor, equipment, personnel, laboratory and items consumable to tests.
- (b) All costs necessary to carry out survey at regular interval, or as directed by the Engineer.
- (c) Rectification of all defects resulting from works not being in accordance with the Contract, which become apparent before or during the defects Liability Period.
- (d) Temporary works, site installations and other associated costs.
- (e) Any haulage and disposal of materials.
- (f) Health, safety, environmental protection measures

**Summary of BOQ**

<b>A- SUBSTRUCTURE</b>			
<b>Si. No.</b>	<b>Description</b>	<b>Currency</b>	<b>Amount</b>
1	EXCAVATION AND EARTH WORKS	Birr	-
2	CONCRETE WORKS	Birr	-
3	MASONARY WORKS	Birr	-
<b>SUB TOTAL(A)</b>		<b>Birr</b>	<b>-</b>

<b>B- SUPERSTRUCTURE</b>			
<b>Si. No.</b>	<b>Description</b>	<b>Currency</b>	<b>Amount</b>
1	CONCRETE WORKS	Birr	-
2	BLOCK WORKS	Birr	-
3	ROOF WORKS	Birr	-
4	PLASTERINGS	Birr	-
5	FLOOR & CEILING FINISHES	Birr	-
6	PAINTING WORKS	Birr	-
7	METAL WORKS	Birr	-
8	ELECTRICAL WORKS	Birr	-
9	SANITARY WORKS	Birr	-
10	SITE WORKS	Birr	-
<b>SUB TOTAL(B)</b>		<b>Birr</b>	<b>-</b>
<b>TOTAL(A+B)</b>		<b>Birr</b>	<b>-</b>
<b>VAT 15%</b>		<b>Birr</b>	<b>-</b>
<b>GRAND TOTAL</b>		<b>Birr</b>	<b>-</b>

Detailed BoQ

Item No	Description	Unit	Quantity	Unit Price	Total Price
	<b>A.SUBSTRUCTURE</b>				
	<b>1. Excavation and Earth work</b>				
1.1	Site clearing to remove top soil & vegetable up to 200mm below the natural ground level.	m <sup>2</sup>	1,044.50		-
1.2	Bulk excavation to reduce level in ordinary soil to a depth not exceeding 40cm starting from the cleared levels. (Depth of bulk excavation to be decided depending on the soil conditions after initial site clearing is executed)	m <sup>3</sup>	189.16		-
1.3	Trench excavation for stone masonry foundation to a depth of 1200mm including working space of 100mm on each side. (Depth can vary depending on spoil conditions at site)	m <sup>3</sup>	268.97		-
1.4	Selected granular material fill from excavated material and well compacted in layers not exceeding 20cm at dry density and optimum moisture content. The degree of compaction and the material should be approved by the engineer.				
	a) around masonry wall	m <sup>3</sup>	100.86		-
	b) under hardcore	m <sup>3</sup>	189.16		-
1.5	Load and cart away surplus excavated material at a disposal area up to 5km and spread it at the disposal site.	m <sup>3</sup>	367.86		-
1.6	Provide and Lay Hard basaltic or equivalent stone hard core well rolled consolidated and blinded with stone to a finished thickness of 250mm thick.	m <sup>2</sup>	794.82		-
	<b>Total Carried to summary</b>				-
	<b>2. Concrete work</b>				
2.1	Provide and Cast 50mm thick lean concrete class C-5 with minimum cement content of 150kg/m <sup>3</sup>				
	a) Stone masonry	m <sup>2</sup>	140.09		-
2.2	Provide and Cast Reinforced concrete class C-25 with a minimum cement content of 360kg/m <sup>3</sup> filled in to form work and vibrated around reinforcement bar (formwork and reinforcement measured separately)				
	a) Grade beam	m <sup>3</sup>	34.06		-
	b) 100mm thick ground floor slab	m <sup>2</sup>	553.72		-
2.3	Provide, cut and fix 18mm thick plywood braced with 50x40mm frames. Forms shall be constructed to the exact sizes, shapes lines and dimensions shown and as required to obtain accurate alignment, location grade, level and plumb work in finished structures.				
	a) Grade beam	m <sup>2</sup>	170.31		-
2.40	Prepare ( assemble fix ) steel reinforcing as per given structural drawing cut bent and fixed in position. (Ethiopia Grade 40 and above reinforcement bars)				
	a) Diameter 8 mm. deformed bar.	kg	3,134.10		-
	b) Diameter 14 mm. deformed bar.	kg	2,502.34		-
2.50	Provide & Fix expansion joint 10mm Styrofoams between Grade Beam & Ground Floor Slab	ml	437.28		-

	<b>Total Carried to summary</b>				-
	<b>3. Masonry work</b>				
3.1	Provide and Construct 50cm thick hard trachytic or equivalent strip stone masonry foundation wall bedded in cement mortar (1:3) below ground level.	m <sup>3</sup>	169.19		-
3.2	Ditto but above ground level. One side dressed well	m <sup>3</sup>	7.60		-
	<b>Total Carried to summary</b>				-
	<b>B. SUPERSTRUCTURE</b>				
	<b>1. Concrete</b>				
1.1	Provide and Cast Reinforced concrete class C-25 with a minimum cement content of 360kg/m <sup>3</sup> filled in to form work and vibrated around reinforcement bar (formwork and reinforcement measured separately)				
	a) To elevation columns	m <sup>3</sup>	12.02		-
	b) To Tie Beams	m <sup>3</sup>	22.41		-
	c) Intermediate Beam (Millers)	m <sup>3</sup>	4.70		-
	d) Lintels	m <sup>3</sup>	10.10		-
1.2	Provide, cut and fix 18mm thick plywood braced with 50x40mm. Forms shall be constructed to the exact sizes, shapes lines and dimensions shown and as required to obtain accurate alignment, location grade, level and plumb work in finished structures.				
	a) To elevation columns	m <sup>2</sup>	175.50		-
	b) To Tie Beams	m <sup>2</sup>	280.18		-
	c) Intermediate Beam (Millers)	m <sup>2</sup>	62.66		-
	d) Lintels	m <sup>2</sup>	10.50		-
1.3	Provide and Prepare ( assemble fix ) steel reinforcing as per given structural drawing cut bent and fixed in position. (Ethiopia Grade 40 and above reinforcement bars)				
	a) Diameter 8 mm. deformed bar.	kg	1,282.60		-
	b) Diameter 14 mm. deformed bar.	kg	3,331.34		-
	<b>Total Carried to summary</b>				-
	<b>2. Block Work</b>				
2.1	Provide & Construct 200mm thick block wall bedded and jointed in cement mortar (1:3) both side left for appropriate finishing.	m <sup>2</sup>	777.72		-
2.2	Provide & Construct 150mm thick block wall bedded and jointed in cement mortar (1:3) both side left for appropriate finishing.	m <sup>2</sup>	102.00		-
	<b>Total Carried to summary</b>				-
	<b>3. Roof Work</b>				
3.1	Provide & fix Roof cover in G-28 corrugated iron sheet (CIS) fixed to 5 x7 zigba purlin at c/c 1200mm with dome head nails. Roof cover is measured in Top plan projection and the rate shall include all Dia 10 Eucalyptus for Truss structures and other items to make complete the roof work as per the designs. Price shall include application of one coat of anti rust and Two coats of synthetic paint.	m <sup>2</sup>	631.00		-
3.2	Provide & Fix G-28 galvanized metal sheet horizontal gutter with a development length of 330mm. Also apply one coat of antirust and Two coats of synthetic paint. Price shall include 4mm metal clip every 1m.	ml	163.00		-

3.3	Provide & Fix G-28 galvanized steel Roof Ridge with a development length of 330mm. Also apply one coat of antirust and two coats of synthetic paint. Price shall include all accessories	ml	74.00		-
3.4	Provide & Fix G-28 galvanized steel Roof Copping with a development length of 250mm. Also apply one coat of antirust and two coats of synthetic paint. Price shall include all accessories	ml	24.00		-
3.5	Provide & Fix 25 x 250 Kerero Wooden fascia board	ml	163.00		-
3.6	Provide & Fix approved quality storm water PVC Dia. 75 mm down pipes according to where shown on the drawing. Price shall include all the necessary connecting pieces.	ml	73.70		-
<b>Total Carried to summary</b>					-
<b>4. Plastering</b>					
4.1	Provide and Apply Two coats of plaster in cement-sand mortar (1:3). Price shall include exposed surface of beams, slabs and columns, pre-cleaning and preparation of the surface.				
	a) External surfaces (Both Millers & Shops)	m <sup>2</sup>	322.86		-
	b) Internal surface (For Shops Only)	m <sup>2</sup>	376.33		-
4.2	Provide and Point HCB walls with the required precious and instructions from the Engineer (For Millers only)	m <sup>2</sup>	562.86		-
4.3	Provide and Point Masonry Walls with the required precious and instructions from the Engineer	m <sup>2</sup>	41.60		-
4.4	Provide and apply final coat gypsum plaster for internal walls to be finished with paint				
	a) To all internal wall surface (For Shops Only)	m <sup>2</sup>	376.33		-
<b>Total Carried to summary</b>					-
<b>5. Floor and Ceiling Finishes</b>					
5.1	Provide & Install 70mm thick cement & sand mortar mix (1:3) smooth screed (Lisho) for all internal spaces and Verandas. Application carried with the inspection of engineer.	m <sup>2</sup>	794.72		-
5.2	Supply and fix PVC Ceiling (Locally Manufactured) including all accessories required for fixing the ceiling from the bottom cord of the roof truss structures.	m <sup>2</sup>	210.00		-
<b>Total Carried to summary</b>					-
<b>6. Painting</b>					
8.1	Provide & Apply three coats of approved quality plastic emulsion paint. Price shall include pre-cleaning and preparation of surfaces.				
	a) To all internal wall surfaces, exposed beams & columns	m <sup>2</sup>	376.33		-
	B) To external wall surfaces, exposed beams & columns	m <sup>2</sup>	322.86		-
<b>Total Carried to summary</b>					-
<b>7. Metal Works</b>					
7.1	Provide Metal doors made of 38x1.5mm LTZ profiles shown on the drawings, price include approved quality locks and all iron mongry works, one coats of anti-rust, two coats of synthetic paint, 1mm thick ribbed sheet. All according to drawing to the drawing. Final painting Color to be deduced by the Engineer.				
<b>Doors</b>					

	a) D1 Single Leaf, size 1000mmx2600mm covered with 1mm thick ribbed sheet (Shops). Doors shall have a cylindrical locks and additional pins for removable locks (Gan) on the outside.	m2	26.00		-
	a) D2 Double Leaf, size 1500mmx2600mm covered with 1mm thick ribbed sheet (Millers). Doors shall have a cylindrical locks and additional pins for removable locks (Gan) on the outside.	m2	23.40		-
	<b>Windows</b>				
	a) W1 Fully Metal Window - size 2400mmx1500mm (Sliding) covered with 1mm thick ribbed sheet. Windows shall have pins for removable locks (Gan) on the inside.	m2	36.00		-
	b) W2 Fully Metal Window size 2150mmx900mm (Sliding) covered with 1mm thick ribbed sheet. Windows shall have pins for removable locks (Gan) on the inside.	m2	11.61		-
	<b>Total Carried to summary</b>				-
	<b>8. Electrical Works</b>				
8.1	<b>Provide and Install Distribution Boards</b>				
	a) Main Distribution Board (MDB 1 & MDB 2) in Metal enclosure, attached to walls with lockable door and Phase, neutral and, 400A rating connection terminals, complete and consisting of:-20pc 120A ACB	No	2.00		-
	b) Sub-Distribution Boards- (SDB 1 - SDB 10) (For Shops)				
	1 pc ACB of 25A, 3-phase				
	1 pc ACB of 25A, 1-phase				
	1 pc ACB of 16A, 1-phase				
	1 pc ACB of 10A, 1-phase	No	10.00		-
	c) Sub-Distribution Boards- (SDB 11 - SDB 6) (Millers)				
	1 pc ACB of 32A, 3-phase				
	4 pc ACB of 32A, 1-phase				
	1 pc ACB of 16A, 1-phase				
	1 pc ACB of 10A, 1-phase	No	6.00		-
8.2	Provide and Install Light Points. (Electric Wire/Cable to Be Provided By the Client)				
	Flush mounted light points fed through PVC conduit of 16 mm diameter, including junction boxes with covers and insulating screw cap connectors, complete.	No	56.00		-
8.3	EXTRA OVER LIGHT POINTS FOR SWITCHES TYPE APPROVED WITH JUNCTION BOX, Price shall include installation of fixtures. (Electric Wire/Cable to Be Provided By the Client)				
	a) Flush mounting Double pole switch (Romel or Equivalent Type With PVC Framing)	No	22.00		-
8.4	FLUSH MOUNTED SOCKET OUTLET POINTS Price shall include installation of fixtures				
	20-25A socket outlet points fed through PVC conduit of 29 mm diameter including junction boxes with covers and insulating screw cap connectors. (Electric Wire/Cable to Be Provided By the Client)				
	a) for single socket outlet (Romel or Equivalent Type With PVC Framing)	No	56.00		-

8.5	<b>FEDEER POWER CABLES INSTALLATION ONLY (Cables/Wires to be provided by the Employer) but Contractor will provide &amp; Install PVC conduits for each sizes &amp; conduct tests.</b>				
	a) (3x150) sq. mm from Transformer (Humnen) INTAKE up to MDB	ml			-
	b) 5X10 sq. mm				
	5X10 sq. mm from MDB 1 up to SDB-1	ml	28.30		-
	5X10 sq. mm from MDB 1 up to SDB-2	ml	24.50		-
	5X10 sq. mm from MDB 1 up to SDB-3	ml	23.05		-
	5X10 sq. mm from MDB 1 up to SDB-4	ml	20.00		-
	5X10 sq. mm from MDB 1 up to SDB-5	ml	17.80		-
	5X10 sq. mm from MDB 1 up to SDB-6	ml	17.30		-
	5X10 sq. mm from MDB 1 up to SDB-7	ml	11.80		-
	5X10 sq. mm from MDB 1 up to SDB-8	ml	11.50		-
	5X10 sq. mm from MDB 1 up to SDB-9	ml	5.80		-
	5X10 sq. mm from MDB 1 up to SDB-10	ml	5.80		-
	b) 5X25 sq. mm				
	5X25 sq. mm from MDB 2 up to SDB-11	ml	23.40		-
	5X25 sq. mm from MDB 2 up to SDB-12	ml	18.30		-
	5X25 sq. mm from MDB 2 up to SDB-13	ml	11.60		-
	5X25 sq. mm from MDB 2 up to SDB-14	ml	6.60		-
	5X25 sq. mm from MDB 2 up to SDB-15	ml	2.80		-
	5X25 sq. mm from MDB 2 up to SDB-16	ml	6.50		-
8.6	<b>Meter Board for KWH-meter</b>				
	-	No			-
8.7	<b>Voltage system earthing</b>				
	a) Low voltage system earthing 1x16mm <sup>2</sup> bare copper conductor inside PVC conduit of 50 mm diameter from Kwh meters board earth terminal, bars to copper clad steel earthing rod of 1500x75mm in manhole (measured elsewhere).	No	1.00		-
	b) Manhole in bricks and with concrete base internally of 300x300x1000mm including concrete cover with lifting hole.	No	1.00		-
8.8	<b>Supply and Installation of Light fixtures(Specified type or equivalent)</b>				
	a) Fluorescent light Fitting 2x36W or equivalent (Approved by the Engineer) to be suspended with metal chain at four/two points from the lowest chord (For Millers)	No	36.00		-
	b) 1x32W ceiling mounted Rectangular fluorescent light fixture to be fixed on the Chip wood Ceiling	No	20.00		-
8.9	Supply & Fix gated wire fence on the MDB mounted wall with a dimensions with 0.6m width & 2.2m length to a height of 2m. Six Posts of angle iron with 40mm x 40mm x 4mm with galvanized wire mesh of 3mm thickness & 40mm mesh size. Posts to be embedded in the cement screed in the floors.	LS	1.00		-
	<b>Total Carried to summary</b>				-
	<b>9. Sanitary Works</b>				
9.1	Provide & install Mobilize Plastic Water Tankers of 100L with standard 1/2 inch and Civil assistance work to elevate from ground.	No.	2.00		-



9.2	Provide & lay 200mm diameter PVC storm water drainage pipe embedded in sand, selected material and covered with Cement screed with the provided slope & directions.	ml	93.00		-
9.3	Provide water inlets drops with single bricks walls of size 40cmx40cm with depth of average 60cm and 0.7cm cement screed bed.	No.	19.00		-
9.4	Construct Masonry Septic tank as per the detail drawing including all excavation, cart away, backfill, plastering, reinforced concrete civil work, pipes and fittings to make the system complete and workable. (Capacity = 6m <sup>3</sup> )	Set	1.00		-
<b>Total Carried to summary</b>					-
<b>10. Site Work</b>					
10.1	Supply, Spread & compact Red-ash or equivalent materials in the compound work as shown on the site layout.	m <sup>3</sup>	20.39		-
<b>Total Carried to summary</b>					-

## 6.6 Design Drawings

All the Drawings are included in **Attachment 1** of this tender Document. All bidders shall study and fully understand the design drawings before preparing and submitting the Unit Rates.

No.	Title	Drawing Numbers	
		From	To
1	Architectural Drawing	AR-01/05	AR-05/05
2	Structural Drawings	ST-01/08	ST-08/08
3	Electrical Drawings	EL-01/03	EL-03/03
4	Sanitary Drawings	SN-01/03	SN-03/03

## 7. Special Terms of Contract

### Additional Terms

#### 1. Contract Documents

The priority of documents forming the Contract shall be as follows:

Section 7 - These Special Terms of Contract.

Section 6 - Specification of Works enclosed to this tender Document.

Section 6 - Technical Drawings enclosed to t this tender Document.

Section 7 - Prices Bill of Quantities this tender Document.

Section 8 - Other Sections

#### 2. Performance Security

The Contractor is required to submit a performance bond valued at **Twenty percent [20%]** of the Contract Value and is required to ensure delivery according to the contract agreement.

The performance bond must be valid for at least two months more than the duration of the Contract Period.

The performance bond will return after all deductions due to late delivery have been made from the final payment and the issue of Defect Liability Certificate.

#### 3. Commencement Of Works

The Employer or his Authorized Representative shall give at least **Seven [7] working-days** notice in writing, prior to the date of handing-over of the site to the Contractor. The Contractor shall commence the Works within **Five [5] working-days** of the date of the handing-over of site.

The Contractor agrees to execute and to complete the Works as described in the documents listed with due care and diligence in accordance with generally accepted construction practices, the ones of the country in which the Works are to be carried out.

#### 4. Schedule of The Works

The Contractor shall submit a work programme not later than Seven [7] working-days after the signing of this Contract.

The Contractor's work program shall indicate in details;

Detailed time frames & dates for material source identification, sources inspection & approval by the Employer's representative and the mobilization to site schedules.

Detailed time frame for execution of work items and proposed dates for major milestone such as initial topo reading & setting out, completion of excavation works, completion of rebar & formwork fixing, concreting work dates and others major milestone that will help the Employer's Representative to also schedule for quality assurance & control.

## 5. Contractor's Key Personnel

The Contractor shall provide all qualified and experienced labour necessary in due number and time and shall supervise their activities with due care and diligence. The Employer or his Authorized Representative shall be entitled to object to and require the Contractor to remove from the Works any person employed by the Contractor who, in the opinion of the Employer or his Authorized Representative, is incompetent, negligent, or guilty of misconduct.

The persons named and their respective deployment plans (the Key Personnel) shall be subject to the Engineer's approval. No deviation, either removal or substitution, of the Key Personnel shall be made without prior written approval of the Authorized Representative.

## 6. Payment Terms:

### (a) Pricing:

This is a Unit Rate (Admeasurements) Contract. Contractor will fully and completely perform the Work and Mercy Corps will have no obligation to pay any Contractor expenses, costs, fees, taxes or penalties no matter how incurred. Mercy Corps obligation is only to pay Contractor a Contract Price of up to ETB: \_\_\_\_\_ (in words, Ethiopian Birr: \_\_\_\_\_ only), the **Contract Price**, in accordance with the prices stated in the Bill of Quantities and the Works actually executed and measured. The Contract Price shall be subject to such additions and deductions as may be made under the provisions of this Contract.

### (b) Invoicing and Payment Schedule:

The Contractor shall submit a detailed **Monthly Statements** for the value of the Contract Works performed and measured on site in each month together with supporting documents to the Employer.

Each monthly statement shall be submitted in duplicate and bear the project and contract number indicated on the front page of this Contract.

Within the Ten [10] working Days after the receipt of the Contractor's statements, the Engineer shall verify the Contractor's statement (measurement on site), adjust the statement for deductions for advance payments & retention and submit Interim Payment Certificates for the Employer. The Employer shall pay the Contractor the amounts certified by the Engineer within Fifteen [15] Calendar days of the date of each interim payment certificate.

### (c) Advance Payment:

Against the presentation of a **bank guarantee/bond**, which is to be provided at the order and at the expenses of the Contractor, in which the Employer will be the sole Beneficiary thereof, and by a bank accepted by the Employer, the Contractor shall receive an advance payment of **Twenty Percent [20%]** of the Contract Price.

The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer or his Authorized Representative.

The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following on the same pro rata basis as the advance payment ratio to the Contract Price until the whole of advance payment is recovered.

If the advance payment has not been repaid prior to the issue of the Certificate of Acceptance or prior to termination (as the case may be), the whole of the outstanding balance shall immediately become due and payable by the contractor to the Employer.

#### **7. Taking-Over Certificate**

The Employer or his Authorized Representative shall issue the Taking-Over Certificate, always co-signed by the Engineer, in compliance with the format enclosed (Section 7 of the Invitation to Bidders) within 3 weeks of the date of delivery of the Contractor's request for its issue, provided that the whole of the Works have been completed in accordance with the Contract and to the satisfaction of the Employer or his Authorized Representative.

If the results of the Works have been completed except for minor faults or missing items, the Employer or his Authorized Representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.

#### **8. Defect Liability Period**

The Defects Liability Period shall be **Two [2] months**, starting with the date of issue of the Taking-Over Certificate.

Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the Contract and which arise during the defects liability period shall be made good by the Contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.

If the Contractor should fail to comply with his obligations under this Contract, the Employer shall be entitled to make a deduction, claim damages or, giving four (4) weeks' notice to the Contractor, employ another contractor to execute the works required for rectification and to deduct all expenses arising thereon or incidental thereto from the moneys retained.

#### **9. Retention, Hold-Back and Final Invoice and Payment:**

An amount of **Five Percent [5 %]** of the total of each payment on account, i.e. of each interim payment certificate, shall be withheld by the Employer as Retention Money.

After the issue of the Taking-Over Certificate and presentation of the final bill, i.e. of the final payment certificate, the remuneration due shall be paid reduced by **Three Percent [3%]** of the total Contract Price, which shall be released after the defects liability period has expired, provided the results of the Works are free of defects.

#### 10. Authorized Representatives and Contact Information:

##### Mercy Corps:

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

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

- b. Invoices; Accept/Reject Work: Only the following Mercy Corps employees are authorized to receive invoices, accept or reject Work:

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

**Contractor:** Contractor's authorized representative for all purposes is:

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

#### 11. Contractor's Required Insurance Policies and Limits:

The Contractor shall be liable for all damages caused by himself, his agents or persons employed or in any way engaged by him for the execution of the Works.

Engaging any subcontractors by subletting of the Works under this Contract by the Contractor or of any part thereof shall require the express written and prior consent of the Employer. This approval may be revoked at any time in case serious complaints arise. The Contractor shall be liable for all services performed by his subcontractors in the same manner as for his own services.

Without limiting his obligations and responsibilities under this Contract, the Contractor shall insure himself at his own expense against his liability for any material or physical damage, loss or injury which may occur to any person or property arising out of or in consequence of the performance of this Contract.

The insurance sum shall be as customary in the country where the works are to be executed.

## **12. Time For Completion**

The Contractor shall complete the Works as listed in Section 6 within **Five [5] calendar-months** after the handing-over of site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

## **13. Liquidated Damages:**

If the Contractor should fail to achieve the completion of the Works within the period prescribed in Clause 13, the Contractor shall pay to the Employer a penalty of **one per mille (1/1000)** of the Contract Price for **every calendar-day** of delay up to a limit of **Five Percent [5 %]** of the Contract Price.

The payment of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other obligation or liability neither under this Contract, nor to be liable for any and/or further damages towards the Employer beyond the hereinabove set penalty, if such would incur.

## **14. Termination Of The Contract**

The Employer may terminate this Contract at any time either wholly or in part for individual parts of the Works.

Should the Employer terminate the Contract for a reason for which the Contractor is answerable, the Employer shall be entitled to claim compensation for damages. In this case the Employer shall remunerate only the works already completed, provided the Employer can use them. The Employer may offset the claim for damages against the remuneration. Any other legal rights of the Employer shall remain unaffected.

Should the Employer terminate the Contract for a reason for which the Contractor is not answerable, for example at the Employer's convenience, the Contractor shall be entitled to payment only for such parts of the Works that are by then already completed and to reimbursement of just the unavoidable expenses incurred prior to the date of such termination.

## **15. Arbitration And Governing Law**

All disputes arising out or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the Addis Ababa Chamber of Commerce by one arbitrator appointed in accordance with the said rules.

The law governing the Contract will be the law of the country in which the Employer has its company's seat, save for such situations, in which the laws of the country - in which the Works are to be carried out - are to be respected, as the same are explicitly envisaged by the relevant clauses of this Contract.

#### **16. Compliance With Legal Provisions**

When performing the work and services, the Contractor must comply with all applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

#### **17. Donor Terms:**

The Donor Terms set forth in Section 9 to the Contract are hereby incorporated in the Contract by reference.



## 8. Sample Contract

### INTERMEDIATE WORKS CONTRACT

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

THIS WORKS CONTRACT entered into as of \_\_\_\_\_ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“**Mercy Corps**” or “**MC**”), and \_\_\_\_\_ (“**Contractor**”) is as follows

**1. Additional Terms and Defined Terms.** Additional Terms are specified in Schedule I hereto (the “Additional Terms”). The terms in Schedule, I are incorporated in this Contract by this reference. The following additional defined terms are included in Schedule I: Authorized Representative, Owner, Payment Terms and Subcontractor Percentage Limit. “**Contract**” means this Works Contract as amended, modified or supplemented from time to time together with its Schedules and appendixes (if any). “**Statement of Work**” means the Statement of Work attached as Schedule II. “**Work**” or “**Works**” means all the goods and services described in the Statement of Work. Other terms may be defined throughout this Contract as specified.

**2. The Work.** Contractor, together with its Subcontractors (if any), will fully execute and complete the Work in accordance with the terms and conditions set forth in this Contract. The Contractor will perform and complete the Work strictly in accordance with this Contract. Contractor warrants that all Work will be completed in strict adherence to the approved design and engineering plans, any relevant government issued permits and authorizations, and any Mercy Corps approved Bills of Quantity as applicable per the Statement of Work collectively the “**Specifications**”). Each Statement of Work will list out the documents that will be used as the Specifications. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent following the Change Order processes required in this Contract.

**3. Subcontractors.**

- a. Contractor is only allowed to subcontract components of the work if Schedule I indicates that subcontracting is allowed. “**Subcontractor**” means a person or entity that has a direct contract with Contractor (or with another Subcontractor) to perform a portion of the Work or to supply materials or equipment for the Work. “**Subcontract**” means an agreement between Contractor and a subcontractor.
- b. Even when allowed, Contractor must notify in writing MC’s Authorized Representative in advance of any subcontractor it intends to hire. MC’s authorized representative may reject any subcontractor if MC has reasonable grounds to believe that the subcontractor is not qualified to perform the work, is charging more than the market rate or would violate any of the warranties and representations in this Contract. In no event will Contractor be reimbursed or paid by Mercy Corps for any amounts paid or owed to subcontractors that exceeds the Subcontracting Percentage Limit in Schedule I.
- c. Contractor will be solely responsible, and Mercy Corps will not have responsibility, for all aspects of safety related to the Work. Contractor will take all necessary precautions for the

safety of, and will provide protection to prevent damage, injury or loss to, persons or property whether it be their own, Mercy Corps' or community.

- d. Contracts with Subcontractors will require each Subcontractor to be bound by the terms of this Contract to the extent of the Work to be performed by such Subcontractor and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Contract, assumes toward Mercy Corps.

#### **4. Risk of Loss to Contractor and Subcontractor Property.**

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

#### **5. Insurance and Bonding.**

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

#### **6. Liens.**

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

#### **7. Change Orders.**

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

#### **8. Inspection Rights and Final Acceptance.**

- a. Mercy Corps and Owner (if applicable) will have access to the site of the Work and the right to inspect the Work at all times. If at any time an inspection by Mercy Corps or owner determines

that Contractor or its subcontractors are in breach of any provision in this Contract including any failure to adhere to the Specifications, Mercy Corps will use its best efforts to timely report such breach to contractor. No inspection by Mercy Corps will relieve Contractor from its obligation to complete the Work in strict adherence with this Contract and its Specifications or waive any right or remedy that Mercy Corps has against Contractor as a result of the breach.

- b. Mercy Corps will use its best efforts conduct a final inspection of the work with Contractor.

#### **9. Invoicing and Payment.**

- a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Payment Terms in Schedule I. Each invoice will include (i) the Contract Number; (ii) Contractor's name and address; (iii) a description of the Work performed, (iv) the information required by the Payment Terms and Statement of Work to be included in each invoice, and (v) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps' Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that the Work that is the subject of an invoice has not been performed in accordance with the Statement of Work, Mercy Corps may dispute the invoice by sending Contractor notice of the disputed amount and the reasons for the dispute within 10 working days after Mercy Corps' receipt of the invoice.
- b. Except as otherwise provided in the Payment Terms and Statement of Work, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items disputed by Mercy Corps.

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

**11. Representations, Warranties and Additional Covenants.** Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follow and agrees that Owner is a third-party beneficiary of these representations, warranties and covenants:

- a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.
- b. Contractor has the requisite skills to perform the Work.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Work.

- d. Contractor will, and will cause each Subcontractor to, comply with all applicable law, regulations and rules in the execution and performance of the Work.
- e. (i) Contractor has visited the project site where the Work is to be performed and become familiar with the local conditions (including existing structures) under which the Work is to be performed, (ii) the Payment Terms are reasonable compensation for the Work, (iii) the time set forth in the Statement of Work for performing the Work is adequate and reasonable, (iv) Contractor has satisfied itself as to the nature, location, character, quality and quantity of the Work and the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished; and (v) contractor understands the Specifications and will comply with their requirements.
- f. All materials and equipment furnished under this Contract will be of good quality and new, the Work will be performed in a skilled, high quality, and workmanlike manner, the Work will be free from defects not inherent in the quality required or permitted, and the Work will be performed and completed strictly in accordance with the requirements of this Contract.
- g. Contractor will keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract, and will remove such items from the project site upon completion of the Work.
- h. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list ([http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
- i. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.
- j. Contractor does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- k. Contractor and its subcontractors are not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- l. Contractor has not engaged in, and will not engage in, any of the following conduct: (i) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking

in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (ii) procuring a commercial sex act; or (iii) using forced labor.

- m. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- n. Contractor [or supplier] understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([www.mercycorps.org/integrityhotline](http://www.mercycorps.org/integrityhotline)). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.

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

**13. Confidentiality.** Contractor will maintain, and cause each of its Subcontractors, employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps' policies and practices. Upon Mercy Corps' request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor

**14. Indemnification.** Contractor will indemnify Mercy Corps and Owner and each of their officers, directors, employees, representatives and agents (each, an "Indemnitee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party (or in the case of a claim by Owner against Mercy Corps, a claim brought by Owner), Subcontractor or Contractor arising out of, contractor, its employees, contractors or agents negligent acts or omissions or willful misconduct or arising out of any failure by Contractor or any Subcontractor to fully perform its obligations under this Contract or any breach by Contractor or any Subcontractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

**15. Termination and Remedies.** This Contract may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties;
- b. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
- c. by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under the Additional Terms;
- d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;
- e. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
- f. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event of termination for Contractor's convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event of termination due to Contractor's breach, Mercy Corps will not be obligated to pay Contractor for any partially completed work. Mercy Corps may secure substitute performance and Contractor will be responsible for Mercy Corps costs in obtaining substitute performance and any additional costs necessary to ensure full and satisfactory completion of the Work. In addition, as time is of the essence and Mercy Corps' losses and the loss to its beneficiaries would be difficult to quantify, if Schedule I allows for Mercy Corps to charge liquidated damages, for each calendar day beyond the completion date in the Statement of Work that the Works remain uncompleted, Mercy Corps may charge liquidated damages in the amount specified in Schedule

In the event termination is due to Mercy Corps breach, by Mercy Corps for Mercy Corps convenience, due to force majeure event, or due to loss of funding, Mercy Corps will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.

If Mercy Corps determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps may, in addition to any other remedies for such breach available at law or in equity, terminate this Contract.

**16. Access to Books and Records.** Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.



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

**18. Miscellaneous.**

- a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of law's provisions thereof.
- b. This Contract will be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that, except with respect to Subcontractors (to the extent permitted hereunder), Contractor will not assign any right or obligation under this Contract (including the right to receive monies due) without the prior written consent of Mercy Corps, and any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
- c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Contractor under this Contract.
- e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.
- f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
- g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
- h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.

- i. In the event that the terms of this Works Contract and any Schedule, appendix or attachment (if any), the terms in the Works Contract shall prevail unless conflicting terms specifically state the section of the Works Contract that they are replacing and state an intent to override or amend the Works Contract and are signed by both parties.

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

MERCY CORPS

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



## 9. Donor Terms

### SHELL

#### 1. Compliance with Laws

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1.1 The Contractor represents that it is familiar with and will comply, and will ensure its Related Parties comply, with Applicable Laws in the performance of the Agreement.

1.2 The Contractor will notify Shell in writing of any material breaches of Applicable Laws related to the performance of the Agreement and remedy non-compliance immediately.

1.3 The Contractor will Indemnify Mercy Corps and its Related Parties for any Liabilities arising out of The Contractor's non-compliance with Applicable Laws.

#### 2 Business Principles

2.1 The Contractor acknowledges that it has received:

- (a) the Shell General Business Principles, available at [www.shell.com/sgbp](http://www.shell.com/sgbp);
- (b) the Shell Code of Conduct, available at <http://www.shell.com/codeofconduct>; and
- (c) the Shell Global Helpline, available at <http://www.shell.com/globalhelpline>.

2.2 The Contractor agrees that it will adhere to the principles contained in the Shell General Business Principles (or where it has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Shell in connection with this Agreement and related matters.

2.3 If The Contractor supplies personnel that work on behalf of Shell or represent Shell, The Contractor commits the personnel supplied will behave in a manner that is consistent with the Shell Code of Conduct.

2.4 The Contractor will notify Shell immediately if it becomes aware of any behaviour by personnel of Shell, Shell's Related Parties, The Contractor or The Contractor's Related Parties which are, or may be, inconsistent with the Shell General Business Principles or the Shell Code of Conduct where applicable, or where The Contractor has adopted equivalent principles, their equivalent. The Contractor may make use of the Shell Global Helpline to report any violations or suspected violations of the above.

#### 3 Anti-Bribery and Corruption Laws

3.1 The Contractor represents that, in connection with this Agreement and related matters:

- (a) The Contractor is knowledgeable about Anti-Corruption Laws and will comply with those laws.
- (b) The Contractor has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any Government Official or any other Person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant Anti-Corruption Laws.
- (c) The Contractor will immediately notify Shell if The Contractor receives or becomes aware of any matter that is prohibited by the preceding paragraph.
- (d) Shell's contribution to The Contractor is expressly made on the basis that Anti-Corruption Laws and the Shell General Business Principles will not be violated. The Contractor acknowledges that the contents of this Agreement may be disclosed by Shell to third parties for the purposes of demonstrating compliance with this Article.
- (e) The Contractor affirms that no Person in it is a Government Official or other Person who could assert illegal influence on behalf of Shell or its Affiliates. If a Person in The Contractor becomes a Government Official who could assert illegal influence on behalf of Shell or Shell's Affiliates, The Contractor will promptly notify Shell and remove that individual from performance in connection with this Agreement at Shell's request.
- (f) The Contractor will maintain adequate internal controls and procedures to ensure compliance with Anti-Corruption Laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its Books and Records.

- (g) Where The Contractor relies on a Related Party to perform part of the Agreement, The Contractor will ensure that its Related Parties:
- A. maintain its Books and Records for the same purposes and for equivalent periods; and
  - B. provides Books and Records, which may be required by Shell to similarly confirm satisfaction of the compliance and record keeping obligations.
- (h) The Contractor will Indemnify Mercy Corps and its Affiliates for any Liabilities arising out of The Contractor' Related Parties' breach of or any related undertakings in this Article.

#### **4 Trade Control**

4.1 The Contractor will comply with all applicable Trade Control Laws and provide Shell with necessary data to comply with Trade Control Laws.

4.2 The Contractor will ensure that, except with the prior written consent of Shell: (i) Shell provided items (any items of materials, equipment, services, or facilities) are not exported, provided, or made available to any Restricted Jurisdictions or Restricted Parties; (ii) The Contractor personnel with access to Shell, or Shell's Related Parties, technical information, information technology resources (including Shell's Related Parties' infrastructure) are not Restricted Parties ; and (iii) The Contractor will not use Subcontractors that are Restricted Parties.

#### **5. Personal Data Protection**

5.1 The Parties may provide each other with Personal Data in the course of the performance of this Agreement, the processing and transfer of which will be done in accordance with Applicable Data Protection Law. Each Party is a data controller in respect of the Personal Data.

5.2 Where Shell is located in the European Economic Area and The Contractor is located in a country that has not been deemed to provide an adequate level of protection for Personal Data and has not implemented a program or certification that is recognized as providing an adequate level of protection in accordance with Regulation (EU) 2016/679, the standard contractual clauses as set out in the Annex to Decision to 2004/915/EC are incorporated into this agreement in full including the data processing principles set forth in Annex A to those clauses.

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



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

**MERCY CORPS**

**Contractor**

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

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

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

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

**Finance Review:**

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

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

Sign. \_\_\_\_\_

**Attachments 1**

Design Drawings

Attachment 2

Work Change Order

Attachment 2

WORK CHANGE ORDER

Project Name:			
Date:		Change Order No.	
Contractor:		Contract Number:	
Address:		Donor:	
City, Country		Fund Code:	
Contractor Name:		Current Completion Date:	
Reason(s) for this Change Order:			
The reason made the change:			

The parties hereby agree to the following changes to the Contract. The agreed upon cost and additional contract time, if any, resolves all issues of contract time and compensation in accordance with the Contract Documents. Except as expressly provided for herein, this Change Order is full and final satisfaction, settlement, compromise and accord of all change orders, claims (including third party claims), damages, allegations, disputes and disagreements of whatsoever nature, whether known or unknown, asserted or un asserted by the Contractor in connection with the changes to the Contract set forth in this Change Order.

**Contract Changes:**

WORK CHANGE ORDER



Item No.	Description	Change in Contract Amount
Total Net Change to Contract		

Change Order Amount	\$		Change in Contract Time:	
			Revised Substantial Completion Date:	
Original Contract Amount	\$			Net change of total change orders from original amount %
Total Previous Change Order(s) Amounts	\$			
This Change Order Amount	\$			
Total Change Orders plus Original Contract Amount	\$			

New or revised bank guarantee or performance bond required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
☛ <b>Contractor</b> , if "Yes" is checked above has Bank Guarantee/Performance Bond been obtained?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
This change effects the expiration or extent of insurance or guarantee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
☛ <b>Contractor</b> , if "Yes" is checked above will policies/guarantees be extended?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is Contractor's signature required for this Change Order per the Contract? ☒ Yes ☐ No

Mercy Corps signature below signifies Mercy Corps' agreement to this Change Order. When required per the Contract, Contractor's signature below signifies Contractor's agreement to this Change Order.

### CONTRACTOR

\_\_\_\_\_  
(name, title and signature)

\_\_\_\_\_  
Date

### MERCY CORPS:

Reviewed by (if applicable):

Approved by:

\_\_\_\_\_  
Mercy Corps Project Engineer  
(name, title and signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mercy Corps Approver  
(name, title and signature)