

1. Invitation to Tender

Tender Name: Engineering Feasibility Design for Adadle Town Water Supply Project, Somali Region, Ethiopia		Tender No: PR ADD 2267/2023
Location: (City, Country)-Ethiopia	Correspondence Language(s): English	
<p>Brief Summary Description of Project: Mercy Corps (MC) is issuing this Request for Proposals (RFP) for Engineering Services for an Engineering Feasibility Design for Adadle Town Water Supply Project, Somali Region, Ethiopia. An engineering consulting firm (Consultant) is sought to evaluate the feasibility of a water system with the following elements:</p> <ul style="list-style-type: none"> • An intake on the Shebelle River near Gode, approximately 15 km north of Adadle • Water Treatment Plant (WTP) • Water Transmission Pipelines • Booster Pump Station • Storage Tanks • Water Distribution Systems (piping and distribution points) 		

Tender Package Available from: 15th May 2023 8:00am	Tender Package Pickup Location: www.mercycorps.org/tenders OR Mercy corps Addis Ababa office Yeka Sub-City, Kebele 08, House No. 377 , Tel. No.+251-11-1110777
Deadline for Offer Submission: 31st May 2023; 5:00 pm	Submit Offers to: et-tender-questions@mercycorps.org OR To: Mercy corps Addis Ababa office Tel. No. +251-11-1110777 P.O. Box 14319, Hayahulet Golagul Square, Afro building Addis Abeba

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	
Last Day for Questions: 25th May 2023	Questions will be answered by: 26th May 2023

Questions will be answered through: **et-tender-questions@mercycorps.org**

Documentation Checklist

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

2. General Conditions for Tender

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

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

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- Collusion between/among offerors
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers

cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

- *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 proposals. Furthermore, Mercy Corps reserves the



right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

2.3 Supplier Eligibility

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

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

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

2.4 Response Documents

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

2.5 Acceptance of Successful Response

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

2.6 Certification Regarding Terrorism

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

3. Criteria & Submittals

3.1 Contract Terms

Mercy Corps intends to issue a: **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree

to all of the terms and clauses contained in Section 6.

3.2 Specific Eligibility Criteria Eligibility criteria must be met, and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- The offeror must be legally registered and attach renewed business license.
- The offeror must be in good standing with its governing tax authority.
- Having a satisfactory record of performance and business ethics based on information available to Mercy Corps.

1. Additional Criteria:

The successful consultant will have expertise and experience with projects of similar size, scope and complexity with specialized capabilities in the following areas:

- Civil design and project management
- Water treatment, water quality, processes, Slow Sand Filtration (SSF) in particular, and hydraulic design
- Water resources, intake design, and flood frequency analysis
- Mechanical, electrical and instrumentation design for WTP facilities
- Geology, hydrogeology, hydrology and geotechnical engineering
- Surveying of facilities and transmission pipelines
- Computer Aided Design and Drafting (CADD) for facilities and transmission pipelines

3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

Documents supporting the Eligibility Criteria:

- Legal Business Registration
- Latest Tax Registration Certificate
- A reference list (including contact information)
- company profile (2 pages maximum)
- 3. CVs of consultants should be attached

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Company Profile, 2 page max [Required]
- References from previous work projects (including contact information) [Required]

Price Offer :

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must include applicable taxes in their offer

3.4 Currency

Offers should be submitted in: USD for International consultants and ETB for National Consultants

Payments will be made in: USD for International consultants and ETB for National Consultants

3.5 Tender Evaluation (Trade-Off Selection Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

3.5.1 Scoring Evaluation

Trade-Off Method

Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the proposal's overall **"value for money"** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.

Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.

When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:

Evaluation Criteria	Weight (%)	Weighted Score
	(A)	
Understanding of the ToR (objectives, deliverable, and the scope of the	10%	

task) and the technical areas of the assignment.		
Proven work experience in undertaking water infrastructure feasibility assessments and developing water infrastructure designs	25%	
Past experience in undertaking feasibility assessments in East Africa (including Ethiopia)	10%	
Qualification, experience and capacity of the firm / proposed team	20%	
Work-plan detail – Clear sequencing of activities, proposed timetable and responsibilities of team members	10%	
Consultancy Costs – Total Cost including details and fulfillment of other related legal requirements	25%	
TOTAL POSSIBLE SCORE:	100%	

3.5.2 Additional Due Diligence

Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Example: Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform
- Ineligibility and compliance checking

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 Proposal” section below

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

Documents Comprising the Proposal

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

- ☐ **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
 - ☐ Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)

- ☐ A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
- ☐ Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
- ☐ Other important documents offeror feels need to be attached to support their proposal

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

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

5. Scope of Work/Technical Specifications

5.1 Background

Request for Proposal Title: Engineering Feasibility Design for Adadle Town Water Supply Project, Somali Region, Ethiopia

Project Location(s): Adadle, Gode and various other locations

Finance Department Code:

Introduction

Mercy Corps (MC) is issuing this Request for Proposals (RFP) for Engineering Services for an Engineering Feasibility Design for Adadle Town Water Supply Project, Somali Region, Ethiopia. An engineering consulting firm (Consultant) is sought to evaluate the feasibility of a water system with the following elements:

- An intake on the Shebelle River near Gode, approximately 15 km north of Adadle
- Water Treatment Plant (WTP)
- Water Transmission Pipelines
- Booster Pump Station
- Storage Tanks
- Water Distribution Systems (piping and distribution points)

The successful consultant will have expertise and experience with projects of similar size, scope and complexity with specialized capabilities in the following areas:

- Civil design and project management
- Water treatment, water quality, processes, Slow Sand Filtration (SSF) in particular, and hydraulic design
- Water resources, intake design, and flood frequency analysis
- Mechanical, electrical and instrumentation design for WTP facilities
- Geology, hydrogeology, hydrology and geotechnical engineering



- Surveying of facilities and transmission pipelines
- Computer Aided Design and Drafting (CADD) for facilities and transmission pipelines

This RFP covers two phases of work associated with the project:

- Phase 1 - Engineering Feasibility Design
- Phase 2 - Design, Development of Construction Tender Documents and Services During Construction

Phase 2 services, if desired from Consultant, will be negotiated at the discretion of Mercy Corps at the conclusion of Phase 1.

A separate but related work effort is being undertaken to study market and finance opportunities for the Adadle WTP and associated facilities. It is anticipated that the following information will be coordinated between the Feasibility Design Report and the market and finance work effort:

- Population projections (which will be verified as part of Task 2)
- Engineer's estimate of probable construction cost and design life for each project element (included in Task 4)
- Operation and Maintenance (O&M) costs for each project element (included in Task 4)

The Engineering Feasibility Design (Phase 1) will be summarized in a Feasibility Design Report as outlined in this RFP.

Background

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. Mercy Corps envisions contributing to the emergence of a peaceful, prosperous, and resilient Ethiopia which is inclusive of youth and women. Our strategic focus in the country includes catalyzing economic opportunities, improving water security, promoting peace and good governance and enhancing food security and nutrition.

Mercy Corps' Resilience in Pastoral Areas (RIPA) program is a five-year USAID-funded initiative that aims to improve the resilience capacities of households, markets and governance institutions across 22 woredas in the Somali, Afar and Oromia regions. Under RIPA, we are aiming to improve water security in Shabelle Zone of Somali Region through identifying and building resilient and safe water systems for human consumption and productive use.

Purpose

A study was recently completed by Awash Consultant PLC for the Ministry of Water and Energy (Awash Report) which resulted in a recommended conceptual design including the following components:

- An intake on the Shebelle River near Gode, approximately 15 km north of Adadle
- Replacement of an abandoned Water Treatment Plant (WTP)
- Transmission Pipelines
- Booster Pump Station
- Storage Tanks
- Water Distribution Systems (piping and distribution points)

The purpose of this project is to refine the recommended concept presented in the Awash Report and document refinements in preparation for incorporation into Phase 2 of the project.

The service area includes Adadle and Higlo. The planning goals from the Awash Report for each project element are identified in Table 1. There is a current planning design capacity as well as an ultimate design capacity for each project element identified in Table 1 which is subject to update pending the outcome of work to be completed as part of this project. It is desired that the elements of the project which would be extremely difficult to construct and expand in the future be sized for ultimate design capacity at this time. For all project elements, the intent is for the planning taking place as part of the Feasibility Design to include provision for later expansion to the Build-Out/Ultimate Design Capacity. It is desired that costs be provided for transmission pipelines for both the Current Planning Design Capacity and Build-Out/Ultimate Design Capacity. The purpose of having both costs is to assist with decision making related to project definition for future design phases.

Table 1. Facility Planning Goals

Project Element	Current Planning Design Capacity	Build-Out/Ultimate Design Capacity
Intake	90.62 l/s	90.62 l/s
WTP	12.95 l/s	90.62 l/s
Filtered Water Pump Station	12.95 l/s	90.62 l/s
Transmission WTP to Higlo	12.95 l/s	90.62 l/s
Storage at Higlo	Elevated 200 m ³ tank	Compatible with expanded storage
Distribution at Higlo	Higlo Demand	Higlo Build-Out Demand
Booster Pump Station at Higlo	12.95 l/s - Higlo Demand	Adadle Build-Out Demand
Transmission Higlo to Adadle	12.95 l/s - Higlo Demand (150 mm min)	90.62 l/s – Hilgo Demand
Storage at Adadle	Ground 200 m ³ Concrete Reservoir	Compatible with expanded storage
Distribution at Adadle	Adadle Demand	Adadle Build-Out Demand

Scope of Work

The following separate but interrelated tasks will be conducted by the Consultant:

Task 1 – Project Management

This task includes project management activities necessary to complete the project including:

- Communication with Mercy Corps via telephone and meetings to maintain day to day project coordination throughout the project.
- Monitoring project budget and scope for the Consultant contract and notifying Mercy Corps in a timely manner of any items outside the contracted scope of work that may need to be completed.
- Monthly invoices with progress reports.
- Contribute to monthly and quarterly project reports compiled by Mercy Corps.

Task 1 Deliverables:

- *Communication with Mercy Corps via periodic telephone calls and meetings*
- *Monthly invoices with progress reports*
- *Contribute to Monthly and quarterly reports.*

Task 2 – Background Information Review and Site Visit

This task includes reviewing available background information and conducting a site visit:

- Review available existing engineering reports. This includes the aforementioned report by Awash for the Adadle System as well as any reports that may be made available for the Gode Water Treatment Plant recently completed by the China Civil Engineering Construction Corporation. Any performance or siting information from prior reports shall be summarized and incorporated into the Draft Feasibility Report.
 - Summary of design parameters associated with the Gode Water Treatment Plant in tabular form if available (items would include water quality information throughout the year, design flow rate, population served, geotechnical evaluation of the site, etc.) and hydraulic profile.
- Conduct a site visit to the sites in Gode and Adadle to verify the condition of the facilities, including verification of measurements, and associated ancillary services to establish design parameters as well as the space that could potentially be occupied by the WTP. Verify availability and reliability of power supply for WTP and all associated equipment including booster pump station.
- Discuss the project elements with relevant authorities including:
 - The availability and use of water from the Shebelle River,
 - Land ownership and availability for all project elements including the intake, WTP site, pipeline alignment, booster pump station and distribution system elements.
- Gather, review and document any additional background information related to investigation of the site including, but not limited to water quality, geology, geotechnical investigation, water resources, and construction materials availability.
- Review population projections and demands included in the Awash Report and resulting design flows presented in Table 1. Summarize the population to be served in the Draft Feasibility Report.
- Summarize the design parameters associated with the recommended alternative identified in the Awash Report in tabular form in the Draft Feasibility Report.
- Identify water quality parameters associated with the source water. Summarize available historical water quality information for the Shebelle River for periods throughout the year.
- Establish a list of water quality parameters necessary for WTP design and develop a Water Quality Testing Plan which outlines tests necessary to acquire necessary water quality information.

- Include an allowance in the fee estimate for this task for Water Quality Testing. Water quality testing authorized by Mercy Corps will be funded from this allowance.

Task 2 Deliverables:

- *Draft Feasibility Report including:*
 - *Site visit notes and summary of existing reports reviewed*
 - *Gode WTP design parameter summary*
 - *Population projection verification*
 - *Design parameter summary from Awash Report*
 - *Water quality testing plan*
 - *Water quality parameters associated with the source water*

Task 3 - Intake Concept Evaluation, Intake and WTP Siting and Layout

This task includes establishment and evaluation of intake alternatives and Intake and WTP layout and siting:

- Establish and evaluate concepts for the intake from the Shebelle River and summarize in an Updated Feasibility Report, which will build on the deliverable from Task 2. Build-Out/Ultimate Design capacity (per Table 1) shall be used for concept development and evaluation.
 - A submerged intake extending into the river, an on-bank intake with stabilized (hardened) segment of riverbank and an infiltration gallery type intake are concepts that shall be developed and evaluated at a minimum.
 - The concept for the intake shall include identification of a suitable location which will allow the intake to function under current and future river conditions.
 - Building on any information identified and reviewed as part of Task 2, develop a geotechnical field investigation plan. The plan shall outline the recommended geotechnical investigations (subsurface investigations and associated testing and logging) for the site for each of the intake types to be evaluated.
 - Include an allowance in the fee estimate for this task for a Geotechnical Field Investigation. Geotechnical investigation authorized by Mercy Corps will be funded from this allowance.
 - Conceptual foundation and anchorage design shall be developed, definition sketches shall be provided and hydrologic and hydraulic calculations included in the Feasibility Report for all intake concepts.
 - Planning level engineer's estimate of probable construction cost shall be developed for each concept and included in the Feasibility Report.
 - A recommendation for the preferred concept to move forward with for the intake shall be included in the Feasibility Report. The intake concept recommendation shall identify a suitable location on the Shebelle River for the intake.
- Identify a proposed layout for the intake and WTP identifying processes associated with the current planning design capacity and expansion to the ultimate capacity of the intake and plant (see Table 1 for current planning and ultimate design flows).
 - Establish 100-year floodplain for the Shebelle River and note on the proposed layout, recommend lowest finish floor elevation of any equipment, including pumps and motors, relative to the 100-year floodplain elevation.
 - The proposed layout for the intake and WTP shall include identification of a suitable location which will allow for expansion of the facilities and be at an appropriate elevation.
 - Identify land ownership and availability on the proposed layout and any site constraints associated with construction on the existing site.

Task 3 Deliverables:

- *Update Feasibility Report with*
 - *Intake concept descriptions and recommended concept for design*
 - *Supporting hydrogeology and geotechnical investigations*
 - *Engineer's estimate of probable construction cost for intake concepts*
 - *Layout for Intake and WTP*

Task 4 – Project Design Parameters and Preliminary Design

This task includes documentation of Design Parameters for all elements of the project in the Feasibility Report.

- Verify and update design parameters for all elements of the project
 - WTP unit processes and design parameters presented in the Awash Report acknowledging any changes in design, layout or concept that may impact the design parameters.
 - Pipeline routing study including alignment on a map with stationing, preliminary profile, geologic considerations, security considerations, environmental considerations, air release, air relief, vacuum, and line valve locations and other appurtenances.
 - Identify applicable standards for each element of the project
- Availability and reliability of power supply for WTP and all associated equipment
- Identify environmental constraints or conditions associated with all elements of the project. Develop an approach for addressing environmental constraints identified and an EMMP for the project.
- Develop a risk register identifying known and potential risks associated with each element of the project
- Develop an engineer's estimate of probable construction cost and design life for each project element.
 - Cost information for current design capacity and for build-out/ultimate design capacity shall be provided for transmission pipelines.
- Develop O&M costs for each project element.
- Construction approach including:
 - Implementation strategy, which shall evaluate potential for fast tracking project delivery which may include considerations related to sequencing of design, construction and tendering for the project elements.
 - Materials availability, workforce availability, schedule and sequencing plan
 - Other local contextual influences that may impact the overall schedule
 - Project schedule including Phase 2 design, construction and start-up for all project elements.
- Coordination with marketing and finance work effort will require the following
- Meet with Mercy Corps staff to review Feasibility Report. Mercy Corps will provide comments to Consultant within 10 days of review meeting on a Record of Comment. Consultant will provide responses to comments to Mercy Corps within 5 days of receiving them.
- Prepare materials and assist Mercy Corps with presentation of Feasibility Report to USAID

Task 4 Deliverables:

- *Update Feasibility Report with the following:*
 - *Updated description of the project describing each element*
 - *Design parameters for all elements of the project:*
 - *Size for all elements of the project including WTP plant*
 - *Hydraulic profile, pump stations*
 - *Pipeline routing study including security considerations, alignment on a map with stationing, preliminary profile, air release, air relief and vacuum valve locations*
 - *Risk register identifying known and potential risks associated with each element*
 - *Environmental compliance, and other regulatory requirements and approach for addressing*



- *Applicable standards*
- *Construction approach including materials availability, workforce availability, schedule and sequencing plan*
- *Engineer's estimate of probable construction cost for each project element (with cost information for transmission pipelines with current design capacity and for build-out/ultimate design capacity)*
- *O&M costs for each project element*
- *Meeting with Mercy Corps to present Feasibility Report*
- *Presentation to USAID*

Timeframe / Schedule:

The consultant shall be able to mobilize within one week after the issuance of notice-to-proceed (NTP) and submit the deliverables stated above within 8 weeks of NTP.

Proposal Contents

Proposals shall include the following:

1. Firm Profile and Capabilities
 - a. Consultant shall provide an introductory letter with a qualifications statement attesting to the firm's experience on projects with similar size and scope in the region.
 - b. Include brief descriptions of projects of similar size and complexity from last 5 years with references and contact information for each project
 - c. CV's of key personnel who will be assigned to the project
2. Statement of Work (SOW) and Approach - describe how the project will be delivered including project delivery schedule
3. Fee - Consultant shall provide a spreadsheet that includes the level of effort (hours for each staff member) and fee (US dollars) for each task outlined in the Scope of Work above.
 - a. The level of effort and fee spreadsheet shall include reimbursable expenses associated with each task.
 - b. The total proposed fee shall be clearly identified in the level of effort and fee spreadsheet.

The Consultant will report to:

Chief of Party (COP)/Senior Infrastructure Manager (SIM)

The Consultant will work closely with:

Chief of Party, Senior Infrastructure Manager, Monitoring, Evaluation, and Learning (MEL) Team, and Communication unit.

Required Experience & Skills:

In advance of any formal engagement, provide a Curriculum Vitae (CV) for Mercy Corps approval for the personnel who will work in each of the positions identified above for this project. Note that it is possible that the same individual could serve in more than one of the identified positions provided they meet the qualifications and the schedule will allow.

The preferred consultant should have a team of experts with the following experiences:

1. Design Engineer

Minimum of Master's degree in Civil/Environmental/Hydraulic Engineering or other relevant discipline. Minimum of 15 years of general working experience with the following specific experience:

- 10 years of experience in the design of water supply infrastructure
- Experience as design engineer in not less than 2 previous projects similar in scale and content to this one in the last 7 years.
- Shall be a Registered Engineer with a relevant professional body

2. Water Quality and Water Treatment Expert

Minimum of Master's degree in Civil/Environmental/Hydraulic Engineering or other relevant discipline. Minimum of 15 years of general working experience with the following specific experience:

- 10 years of experience in the design of water treatment plants
- Experience as design engineer in not less than 2 previous projects similar in scale and content to this one in the last 7 years.
- Shall be a Registered Engineer with a relevant professional body

3. Water Supply/Hydraulic Expert

Minimum of a Bachelor's degree in Civil/Environmental/Hydraulic Engineering or other relevant discipline.

Minimum of 10 years of general working experience with the following specific experience:

- 5 years of experience in the design of water supply infrastructure including water and sewerage networks
- Experience as water supply/hydraulic expert in not less than 1 previous project similar in scale and content to this one in the last 5 years.
- Shall be a Registered Engineer with a relevant professional body

4. Electrical Engineer

Minimum of a Bachelor's degree in Electrical Engineering or other relevant discipline. Minimum of 10 years of general working experience with the following specific experience:

- 5 years of experience in the design of water supply infrastructure including water and sewerage networks
- Experience as electrical engineer in not less than 1 previous project similar in scale and content to this one in the last 5 years.
- Shall be a Registered Engineer with a relevant professional body

5. Mechanical Engineer

Minimum of a Bachelor's degree in Mechanical Engineering or other relevant discipline. Minimum of 10 years of general working experience with the following specific experience:

- 5 years of experience in the design of water supply infrastructure including water and sewerage networks
- Experience as mechanical engineer in not less than 1 previous project similar in scale and content to this one in the last 5 years.

- Shall be a Registered Engineer with a relevant professional body

6. Geologist/Hydrogeologist/Hydrologist

Minimum of a Bachelor's degree in Geology/Hydrogeology/Hydrology or other relevant discipline. Minimum of 10 years of general working experience with the following specific experience:

- 5 years of experience in the design of groundwater supply and intake infrastructure
- Experience as geologist/hydrogeologist/hydrologist in not less than 1 previous project similar in scale and content to this one in the last 5 years.
- Experience with flood frequency analysis
- Infiltration gallery evaluation experience
- Shall be a Registered Engineer with a relevant professional body

7. Survey Expert

Minimum of a Bachelor's degree in Surveying or other relevant disciplines. Minimum of 10 years of general working experience with the following specific experience:

- 5 years of experience in cadastral, topographic, and route surveying
- Experience in surveying works on one previous water supply project similar in scale and content to this one in the last 5 years.
- Must be registered with a relevant professional body

8. Computer-Aided Design (CAD) Expert

Minimum of a Diploma in Civil Engineering/Surveying or other relevant discipline. Minimum of 7 years of general working experience with the following specific experience:

- 5 years experience in the use of CAD software like AutoCAD and Water CAD in preparation of design drawings for water supply projects

Diversity, Equity & Inclusion

Achieving our mission begins with how we build our team and work together. Through our commitment to enriching our organization with people of different origins, beliefs, backgrounds, and ways of thinking, we are better able to leverage the collective power of our teams and solve the world's most complex challenges. We strive for a culture of trust and respect, where everyone contributes their perspectives and authentic selves, reaches their potential as individuals and teams, and collaborates to do the best work of their lives.

We recognize that diversity and inclusion is a journey, and we are committed to learning, listening and evolving to become more diverse, equitable and inclusive than we are today.

Equal Employment Opportunity

We are committed to providing an environment of respect and psychological safety where equal employment opportunities are available to all. We do not engage in or tolerate discrimination on the basis of race, color, gender identity, gender expression, religion, age, sexual orientation, national or ethnic origin, disability (including HIV/AIDS status), marital status, military veteran status or any other protected group in the locations where we work.



Safeguarding & Ethics

Mercy Corps team members are expected to support all efforts toward accountability, specifically to our stakeholders and to international standards guiding international relief and development work, while actively engaging communities as equal partners in the design, monitoring and evaluation of our field projects. Team members are expected to conduct themselves in a professional manner and respect local laws, customs and MC's policies, procedures, and values at all times and in all in-country venues.

Selection:

Proposals will be reviewed and scored by a board consisting of Mercy Corps staff. The firm with the proposal with the highest score will be selected to enter into negotiation with Mercy Corps for the contract. See the above for the scoring

6. Sample Contract

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

This service contract made on _____ **2021** between **Mercy Corps Ethiopia**, nonprofit corporation having its office in Addis Ababa, Ethiopia, Yeka Sub-City, Kebele 08, House No. 377; around Hayahulet, and represented by Mr. Melaku Yirga, Country Director; hereinafter called the “**Client**

And

_____, Addis Abeba, Tel. No _____ hereinafter called **Service Provider**

1. Defined Terms. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.

2. Delivery of Services.

- a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.
- b. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

3. Compliance with SOW and Changes to the SOW. Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor's performance under the SOW



by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change Services timely and fully delivered and performed before the date of the change. 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 SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps' and Contractor's Authorized Representative.

4. 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 Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps' donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the Contract Number; (ii) Contractor's name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding \$25 USD, and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.
- b. Except as otherwise provided in the Statement of Services, 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 set forth in the notice of disputed charges.
- c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

5. Taxes, Duties and Expenses.

- a. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. 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 notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
- b. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.

6. Representations, Warranties and Additional Covenants. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.



- 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 Services in accordance with the SOW.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
- e. 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).
- f. 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.
- g. Contractor, including its owners or employees, 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.
- h. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- i. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
- j. 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.
- k. Contractor 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). 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.

1. **Independent Contractor.** The parties intend to be independent contractors

7. 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 Services. Neither party will be deemed an agent or partner of the other party.

8. Work Product and Intellectual Property Rights.

- a. "Work Product" means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
- b. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country's copyright laws will constitute "works made for hire" under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.
- c. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.
- d. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.
- e. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. "Moral Rights" means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "*moral right*".

9. Confidentiality. Contractor will maintain, and cause each of its 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.

10. Indemnification. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnatee”), 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 Indemnatee or asserted against any Indemnatee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnatee.

11. Termination. 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 Schedule I 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 this Contract;
- 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 due to Contractor’s breach of this Contract or by Contractor for Contractor’s convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps’ breach of this Contract, 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.

Penalty Clause:

In the case that the Supplier fails to meet the agreed delivery period, unless a strong valid justification is presented and submitted officially by the supplier for the delay, the Supplier shall be liable to pay penalties of 0.05% of the value of the services for every day of the delay. Should the Supplier exceed the agreed delivery period by more than 20 days, Mercy Corps shall have the right to terminate this Agreement and request that the remaining balance of the advance paid to the Supplier be paid back.

12. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of



arbitrators will be one. The place of arbitration will be Ethiopia Addis Ababa. The language of the arbitration will be English.

13. 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 for a period of seven years following the completion of the Contract.

14. Additional Donor Terms and Conditions. The Donor Terms (if any) 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 any other provision of this Contract or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.

15. 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 laws provisions thereof.
- b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this 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 Contracts 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.

SCHEDULE I: ADDITIONAL TERMS

Statement of Services – Fixed Price

1. Scope of Work (insert)

2. Performance Period: The start date of this Contract is XXX and, unless earlier terminated in accordance with Section 11, has an end date of XXX. The individual due dates of each deliverable are as follows:

Deliverable #	Deliverable Description	Deliverable Due Date

3. Pricing: This is a firm and fixed price Contract that includes a ceiling amount of XXX for Services rendered under this Contract. Payments will be made according to the deliverables schedule below:

Deliverable #	Deliverable Description	Deliverable Price	Total Contract Price

Invoicing and Payment Terms: Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor's invoice(s) (the "Payment Terms").

Key Personnel: *[if applicable, include a list of the Contractor's personnel that are key to the bargain and the project and that the Contractor cannot change without prior written approval. If not applicable, note "Not Applicable" here.] (the*

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“Key Personnel”). _____

Authorized Representatives and Contact Information:

Mercy Corps: Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:

Contractor: Contractor’s authorized representative for all purposes is:

Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.

Termination for Convenience Notice Period: 5 days (the “Termination Notice Period”)

SCHEDULE II

Donor Terms

Other USAID Contract Provisions Required by Law

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

1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of this Contract;

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

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

- a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- d. Charging employees recruitment fees ; or
- e. Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.

6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
7. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
 - (a) The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID's Office of the Inspector General.
 - (b) The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
 - (c) If Mercy Corps, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
 - (d) Definitions:

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

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

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

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

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

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

Email: ig_hotline@usaid.gov

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

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

Tender Package — Request for Proposal (RFP)



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

MERCY CORPS

Contractor

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign: _____

Sign: _____

Finance Review:

Name: _____

Title: _____

Date: _____

Sign: _____

7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form template

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

Please complete all fields.

Supplier Information

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	

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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

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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

Tender Package — Request for Proposal (RFP)



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>

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.

Tender Package — Request for Proposal (RFP)



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 be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
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	



[Insert other supporting document as per Tender Package]	
[Insert other supporting document as per Tender Package]	
Company Profile	
References from previous work projects	
[Insert other supporting document as per Tender Package]	
[Insert other supporting document as per Tender Package]	
[Insert other supporting document as per Tender Package]	
[Insert other supporting document as per Tender Package]	
[Insert other supporting document as per Tender Package]	

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

Name _____

Title _____

Signature _____

Date* _____

*Supplier to be re-authorized one year from this date.

Attachment 2 -Price Offer Sheet template

Price Offer Sheet

Tender #: