

Tender Package — Request for Bid (RFB)



1. Invitation to Tender

Tender Name: Rehabilitation and Upgrade of Water Scheme, Solarization, Reticulation, Construction of Water Standpipes, Water Treatment Facilities, Repair of Generator Room, Perimeter Fencing at Kellori Geidam LGA of Yobe State	Tender No: NIG_DTR_TEN003
Location: Yobe, Nigeria	Correspondence Language(s): English
Brief Summary Description of Project: <p>The Small-Town Water, Sanitation, and Hygiene (STWASH) Activity is a five-year, initiative funded by the United States Agency for International Development (USAID), covering the states of Adamawa, Yobe, and Borno in Northeast Nigeria. The Activity is to support the sustainable improvements in access to basic water and sanitation that are necessary to facilitate ongoing recovery, peacebuilding, and economic development across the region.</p> <p>The goal of the program is to facilitate the economic recovery of some crisis-affected communities and bolster the capacity of the state governments in providing essential WASH services and creating and sustaining enabling environments for Small Towns Water Supply and Sanitation Agencies (STWSSAs) and Water Consumers Associations (WCAs) to operate effectively.</p> <p>The program has two broad components; expanded access to water and for sanitation facilities and strengthening capacity for small town water governance.</p>	

Tender Package Available from: (2nd / November / 2021)	Tender Package Pickup Location: Tenders are available to download from: https://www.mcnigeria.com/tenders
Deadline for Offer Submission: (19th / November / 2021; 5:00pm)	Submit Offers to: <i>For Hard copy submissions:</i> Hard copy submissions must be submitted in a sealed envelope labelled as:

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	<p>Proposal Subject: “NIG/DTR/TEN003: ‘Rehabilitation and Upgrade of Water Scheme, Solarization, Reticulation, Construction of Water Standpipes, Water Treatment Facilities, Repair of Generator Room, Perimeter Fencing at Kellori Geidam LGA of Yobe State’”</p> <p>at Mercy Corps Office at Plot 109 – 112, Barewa Street, GRA, Damaturu, Yobe state.</p> <p>For e-submissions email offer to: tenders@mercy Corps.org</p>
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Mercy Corps reserves the right to accept or reject any late offers

Questions and Answers (Q&A)	
If any, Submit Questions in writing to: qa-ng-tenders@mercy Corps.org	
Last Day for Questions: (8 th / November / 2021; 12:00 noon)	Questions will be answered by: (12 th / November / 2021; 12:00 noon)
Questions will be answered through: qa-ng-tenders@mercy Corps.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/BoQs
	✓	Sample Contract

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 all offers, 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.

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

2.4 Response Documents

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

2.5 Acceptance of Successful Response

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

2.6 Certification Regarding Terrorism

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

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:

- A copy of business registration document (CAC)
- A copy of tax certificate and/or Tax Clearance
- A copy of signed and stamped offer sheet

3.3 Tender Submittals

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

Documents supporting the Eligibility Criteria:

1. A copy of business registration document (CAC)
2. A copy of tax certificate and/or Tax Clearance
3. A copy of signed and stamped offer sheet

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Provide Organizational Profile, showing **relevant** experience in construction since inception of business operations.
- Verifiable evidence of relevant projects successfully executed which include letter of award, copy of contract for similar works delivered (letter of award, contract documents, Purchase Orders, certificate of

completion etc..) not more than 5 years

- Completion time of the project with detailed work plan.
- Financial capacity to carry out the contract if successfully selected
- Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.
- Verifiable evidence of experience and relevant qualification of key personnel

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 not include VAT and customs duties (if applicable) in their offer.

3.4 Currency

Offers should be submitted in: Nigeria Naira (NGN)_____

Payments will be made in: _____Nigeria Naira (NGN)_____

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 to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from

the tender process.

Only offerors who pass all criteria will move on to the next round of evaluation.

Pass/fail technical criteria are as follows:

Technical Criteria	Pass or Fail?
Provide Organizational Profile, showing relevant experience in construction since inception of business operations.	
Evidence of relevant projects successfully executed similar works (letter of award, contract documents, Purchase Orders, certificate of completion etc..) not more than 5 years	
Completion time of the project with detailed work plan.	
Evidence of financial capacity/banking support to execute the contract if successfully selected	
CV's and qualification of key personnel	
Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.	

3.5.2 Financial Evaluation and Price/Cost Analysis

All suppliers who passed all technical criteria will move on to the financial evaluation where the **lowest price offer(s) will be accepted as the winning offeror(s)** assuming the price is deemed fair and reasonable and subject to the additional due diligence in [section 3.5.3](#).

3.5.3 Additional Due Diligence

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

- Reference Checks
- Site Visit if agreed by voting member
- RPS on Demand

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. The content of the cover letter shall include the following information:
 - A detailed specification of the offered goods, services and/or works
 - Warranty (if necessary and appropriate)
 - Delivery time
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in **section 7**
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in **section 7**)
- Other important documents offeror feels need to be attached to support their bid

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

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

5. Scope of Work/Technical Specifications

5.1 Background

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

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

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

Activities Under Contracting

The contract services will cover components of Water supply facility rehabilitation, upgrading and installations.

Component: Rehabilitation, Upgrading and Installation of Water Supply Facilities

Specific objectives under component

The specific objectives of component 1 include:

- i. To rehabilitate, upgrade and construct identified water sources facilities in selected small towns including public institutions such as schools, health centers, markets and motor parks.
- ii. To procure water supply appurtenances including solar pumps, panels, pipes etc.; and
- iii. To install water production and distribution systems including pumps with solar installations, ground/ surface reservoirs, overhead tanks, pipeline reticulation, bulk and services meters, water treatment and potable water dispensers.

Scope

Construction activities under this component will be executed on identified water facilities in either a community, school, health center, market, or car/motor station within a selected small town of Yobe State (details of schemes in lots).

Yobe – Kellori

Key Tasks Under Component

In close coordination with ST WASH Engineer, an independent supervisor, the technical focal person at the States ministry of water resources, the engineer at the agency responsible for small town WASH services, LGA WASH desk officer, the technical person from the Water Consumer Association (WCA) and beneficiary's representative in selected small town of a program State, the contractor shall carry out the following tasks:

- Initial meeting with key stakeholders including ST WASH, State government representative, the commissioner and permanent secretary of State ministry of water resources, LGA chairperson and WASH desk officer, chairperson, and secretary of WCA, beneficiaries and private operators.
- Mobilization of equipment and personnel to site from contractor's base office.
- Procurement of water installations and appurtenances; pumps, solar accessories, pipes and materials for ground/ surface tanks, and/ or overhead tanks etc.
- Conduct rehabilitation, upgrading or new construction of water facilities and install appropriate pumps and power systems.
- Interconnect water sources with reservoir pipe mains and test run to ascertain stability and quality.
- Connect pipeline service mains and reticulate to recommended locations.
- Install bulk, service and water dispensers as specified in the engineering design.
- Install water quality dispensers and kiosks as specified in the engineering design work or guided by the ST WASH Technical team.
- Prepare an operations and maintenance manual for installed water facilities.
- Any other tasks as may be required by the ST WASH Team and/ or recommended by the contractor as guided by design specifications.
- Test run the entire water supply system to ensure free flow of potable water.
- Handover of facility to ST WASH for commissioning.

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Deliverables

The following deliverables are expected for the component 1 assignment:

- I. Provide inception report upon receipt of a letter of award demonstrating methodology/ approaches to reflect review of engineering designs for concurrence and alignment with actual work to be executed, available human resource, available equipment/ tools for the work, and detailed action plan of how the assignment will be delivered (i.e. 3 days after receipt of award – contractor may visit work site to ensure plans are aligned with realities on ground)
- II. Submit weekly update and monthly progress report of construction activities
- III. Submit project completion report to the ST WASH team. The report must present in detail, the final outcomes of water supply constructions.

Principles

The Contractor will take note of the following principles during the implementation of the tasks:

- i. The water supply network should be functional, efficient, and effective.
- ii. The design should consider minimizing the consumption of energy (propose cheaper and reliable option).
- iii. The design of the water supply should be made so that the construction work be done in short time and utilized as soon as possible.
- iv. Any design prepared by the Consultant for the WASH ST Activity Team under the Contract shall belong to and remain the property of Mercy Corps/WaterAid Team. The Consultant may retain a copy of such document and software, but it shall not be used for other purposes without the express written consent of Mercy Corps/WaterAid Team.

YOBE: LOCATIONS OF WATER FACILITIES IN LOTS

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Lot No.	State	LGA	Small Town	Water Scheme
001	Yobe	Geidam	Kellori	Anguwar Kudu

5.2 Bill of Quantities

Rehabilitation and Upgrade of Water Schemes, Solarization, Reticulation, Water treatment facilities, Repair of Generator Room at Kellori Geidam LGA of Yobe State

Bill 01

Item No	Description	Unit	Unit Price (Naira)	Estimated Qty	Amount (Naira)
100	<u>General Items</u>				
	-				
101	Provide and maintain Project Sign- boards, 2 No per location as directed on site	No		1	-
102	Test running of plants for 4 weeks after substantial completion, including running, trouble shooting and performance tests, as specified	Ls		1	-
103	Provide stack yard for pipes and appurtenances at suitable location in project area	Ls		1	-
104	Provision of As-Built Drawings	Ls		1	-
105	Provision of O & M Manuals	Ls		1	-
106	Progress photographs/video, as specified	Ls		1	-
107	Soil tests for foundation of structures as specified	Ls		1	-
108	Structural Design of foundation for elevated tank	Ls		1	-
109	Provision for social & economic impact management	Ps		1	-

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Total General Items to Bill 01 Unguwar Kudu/Geidam Summary					-
200	Rehabilitation of existing boreholes 1 Nos				
201	Dismantle submersible pump and associated pipework's.	No		1	-
202	Carry out down-the-hole camera inspection to confirm construction and structural integrity of borehole	No		1	-
203	Carry out borehole cleaning and development by backwashing, jetting, and airlifting	No		1	-
204	Equip the borehole with suitable pump set and ancillary equipment for pump testing by constant and step and draw down tests. Test pump to establish maximum and safe yield from the borehole. Include for measurements and records of discharge water	No		1	-
205	Supply and installation of pump type SQ flex +CU200 Type Grundfos or equivalent type/standard) complete with cable, starter/switches, and accessories (provisional) (Hybrid Solar Pump)	No		1	-
206	Supply and installation of 50mm dia. UPVC Pipes (india) of 10 bars flanged with all connections to form rising main to connect supply to overhead tank	m		200	-
207	Construction of wellhead slab 250mm thick x 1.2m x 1.2m, in Class 20 concrete, as specified	No		1	-
208	Supply and install protective lockable borehole cap and wellhead nameplate on the casing as specified. Include for making good the area around the casing.	No		1	-
209	Carry out water quality analysis, including full bacteriological and physio-chemical analysis	No		1	-
210	Carry out disinfection of borehole as specified	No		1	-
211	Carry out 6-hour pump test after installation of permanent pump	No		1	-

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212	Prepare Technical Report (allow 5 copies) for the borehole drilling completion report, test pumping and construction details. Include for borehole material logs, yields, recovery, water quality analysis (full chemical and bacteriological) and borehole vertical alignment. Include Borehole Reference Number, Borehole Location, Borehole drilled diameter, Total depth, water rest Water strikes. Report should be in hard and soft copy (CD)	Ls		1	-
Sub-Total Page to Borehole Works Summary					-
	COLLECTION SHEET				
	Summary Borehole Works				
	Sheet 2				-
Total Borehole Works to Bill 04 Unguwar Kudu/Geidam Summary					-
	-				
300	Treatment Plant				
	<i>Treatment is required for pH correction and disinfection only.</i>				
	<i>Dosing Pumps</i>				
301	Chemical dosing set for each of Soda ash and Chlorine, including Dosing Pump with pumping rate 50 Liters/Hr. and 4 bar working pressure, mixing tank 1000 Liters, level indicator and chemical agitator, 12mm dia uPVC connection pipework and all ancillaries for complete system installation.	LS			-
					-
	<i>Storage Tanks</i>				-
302	Rehabilitation of existing 45cub.m elevated water storage tank, including fabrication and erection of a new tank, sand blasting and repainting of tanks and tower, as specified. (In Unguwar Kudu)	No		1	-

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	Powerhouse				-
303	Make good all the mechanical, structural and Electrical components in the existing generator/room	Ls			-
					-
	Fencing				-
	Provide and erect 225mm block wall perimeter fence (30m x 30m x 2.5 high) to include foundation 500mm above ground level, internal and external plastering with 50mm concrete top capping. 50mm galvanized iron pole with anchorage embedded in plain insitu concrete. Supply and fix 2.5m high by 14-gauge chain link tied with galvanized steel tension/stretching wire 4mm at 500mm high 3 different level of the pole with at most 2000mm distance between 2" GI poles. Provide and weld 50x50x5mm angle iron on top of GI poles and chain links for bracing entire perimeter.	m2		324	-
304	Provide and erect wire mesh fence round the scheme including Gate.	No		1	-
Sub-Total Page to Treatment Plant Summary					-
	Gate - Welded steel open grid structure, 3.6m wide X2.1m high, double leaf				
305	Provide and fix welded steel gate 3.6m wide X 2.1m high, in 50mm dia galvanized steel pipe frame and 50mm X 50mm welded galvanized mesh (8 SWG), as in drawing and include for fixing to concrete support posts. Include locking latches and bolts	ls		1	-
306	Provide and fix reinforced concrete(C25/20) gate posts 250mm X 250mm X 3.0m long, including Y12 bars, formwork, and all ancillaries	ls		1	-
307	Provide and place mass concrete bases (C25/20) to gate posts, 750mm X 750mm X 900mm, including excavation, preparations, and backfilling	ls		1	-
					-
	Landscaping (1No Scheme)				-

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	<i>Allow for land scaping, including grassing, gravel and curbstone walkway to ensure proper drainage of the scheme or others as may be directed on site (Provisional Sum)</i>				-
308	Provide and lay granite chippings, 900 wide x 100mm thick between curbstones for accesses	m ³		180	-
Sub-Total Page to Treatment Plant Summary					-
BILL COLLECTION SHEET					
Summary Treatment Plant					
	Sheet 1				-
	Sheet 2				-
Total Treatment Plant to Bill 01 Unguwar Kudu/Geidam Summary					-
400	Power Supply				
401	Supply and installation of pump type SQ flex +CU200 Type Grundfos or equivalent type/standard) complete with cable, starter/switches and accessories (provisional). Note: Actual parameters to be determined only from pump-testing result. (Hybrid Solar Pump) (5.5 -2hp) (SQ flex + CU 200)	No		1	-
402	Supply and installation of 50 mm dia. UPVC Pipes (India) of 10 bars flanged with all connections to form rising main to connect supply to overhead tank	m		100	-
403	Supply and Install 3m scotch cast cable jointing kits and earthing	No		4	-
404	Supply and Installation of Solar Mono polycrystalline panels as in TSS, Canadian Solar panels (275 w, 31.0v (65x39.1x1.57 in))	Watts		7,600	-

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405	Supply and Install support structure and frames for panels	LS		1	-
406	Supply and Install 3x6mm ² pump motor cable	Set		4	-
407	Supply and Install 4mm ² interconnector cable	Set		4	-
408	Supply and install Marine rope 10mm as antidrop for the pump	Roll		4	-
409	Provide and install header pipework, in 50mm dia upvc pipes (India), fittings, and appurtenances including 1 no 90 deg and 2 no's 45 deg bends, air valve, gate valve, non-return valve, pressure gauge and flow meter.	No		2	-
410	Carry out 6-hour pump test after installation of permanent pump	Ls		1	-
Electrical Installations					
411	Provide and install Change over switch, 150 A	No		1	-
412	Provide and install distribution panel, including relays, contactors, breakers, and all cabling for complete electrical operation of the scheme	No		1	-
413	Small power and lighting installations, including wiring	Ls		1	-
<i>Motor Control Panel</i>					
Diesel Generator					
414	Appropriately sized connection cable from the Generator to Change over panel and from change over to starter panels.	Ls		1	-
Total Power Supply to Bill 01 Unguwar Kudu/Geidam Summary					-
500 Distribution Network					
N.B: There exists a pipe network within town, sizes and material condition must be confirmed before proposed pipeline extension is carried out.					
Clearing work					
501	Removal or trees, girth: n.e. 1 m., locally disposed	LS		1	-

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502	Removal of stumps, dia: n.e. 1 m., locally disposed	LS		1	-
503	Clearance of wayleaves, pipe dia. n.e. 160mm	m		4,500	-
	<i>Pipes and Fitting</i>				
	<i>Provide and lay uPVC Pipes, plain ended with separate joints or socket & spigot, PN 10 bars</i>				
504	50mm dia	m		4,500	-
					-
	<i>Provide and lay fittings in uPVC, PN 10 bars</i>				-
	<u>Double Socket bends, long radius (LRB)</u>				-
505	50mm dia. NP 10, 11.25° - 90°	No		60	-
506	75mm dia. NP 10, 11.25° - 90°	No			-
509	110mm dia. NP 10, 11.25° - 90°	No			-
					-
	<u>Junctions, Double socket c/w plain ended branch</u>				-
510	75/50mm dia.	No		50	-
511	75/75mm dia.	No			-
512	75/90mm dia.	No			-
513	75/110mm dia.	No			-
514	75/160mm dia.	No			-
515	90/90mm dia.	No			-
516	90/110mm dia.	No			-
517	90/160mm dia.	No			-
518	110/110mm dia.	No			-
519	110/160mm dia.	No			-
520	160/160mm dia.	No			-
Sub-Total Page to Distribution Network Summary					-
	<u>Tapers, Double socket, concentric,</u>				
521	50/75mm dia. NP 9	No		40	-
522	75/90mm dia. NP 10	No		8	-
523	90/110mm dia. NP 11	No			-
524	110/160mm dia. NP 12	No			-

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					-
	<u>Adaptors and Couplings</u>				-
	<u>uPVC Flanged adaptor, flexible, NP 10</u>				-
525	To suit 50mm dia.	No		60	-
526	To suit 75mm dia.	No		8	-
527	To suit 90mm dia.	No			-
528	To suit 110mm dia.	No			-
529	To suit 160mm dia.	No			-
					-
	<u>Flexible, straight couplings as stated, NP 10</u>				-
530	To suit 50mm dia.	No		35	-
531	To suit 90mm dia.	No			-
532	To suit 110mm dia.	No			-
533	To suit 160mm dia.	No			-
					-
	<u>End pieces</u>				-
538	End cap 50 dia. NP 10	No		35	-
539	End cap 75 dia. NP 10	No			-
540	End cap 90 dia. NP 10	No			-
541	End cap 110 dia. NP 10	No			-
542	End cap 160 dia. NP 10	No			-
					-
	<i>Provide and lay fittings in DI/ST, PN 10 bars</i>				-
					-
	<u>DI/steel pipes, NP 10</u>				-
	<u>For road & stream crossings. Include for cutting to suit and welding</u>				-
543	Steel pipes, plain ended, 75mm dia, length 6m	No			-
544	Steel pipes, plain ended, 100mm dia, length 6m	No		8	-
545	Steel pipes, plain ended, 150mm dia, length 6m	No			-
					-
	<u>Flexible, stepped couplings as stated NP 10</u>				-
546	75mm uPVC / 80mm ST	No		-	-
547	90mm uPVC / 100mm ST	No		-	-
548	110mm uPVC / 100mm ST	No		-	-
549	160mm uPVC / 150mm ST	No			-
550	90mm uPVC / 100mm AC	No			-
551	110mm uPVC / 100mm AC	No			-

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552	160mm uPVC / 150mm AC	No			-
Sub-Total Page to Distribution Network Summary					-
	<u>Double Flanged Bends for Stream Crossings</u>				
553	50mm dia. NP 9/10, SRB 90°	No		12	-
554	100mm dia. NP 9/10, SRB 90°	No			-
555	150mm dia. NP 9/10, SRB 90°	No			-
					-
	<u>Junctions and branches, for Air valves</u>				-
556	75/50mm dia NP 9/10	No		12	-
557	75/60 mm dia. NP 9/10	No			-
558	90/60 mm dia. NP 9/10	No			-
559	100/60 mm dia. NP 9/10	No			-
560	150/80 mm dia. NP 9/11	No			-
					-
	<u>Adaptors, detachable collars, couplings & saddles</u>				-
	<u>DI / ST Flanged adaptor, flexible, NP 10</u>				-
561	To suit 50mm dia.	No		13	-
562	To suit 90mm dia.	No			-
563	To suit 110mm dia.	No			-
564	To suit 160mm dia.	No			-
					-
	<u>DI / ST Flexible, straight couplings as stated, NP 10</u>				-
565	To suit 50mm dia.	No		10	-
566	To suit 90mm dia.	No			-
567	To suit 110mm dia.	No			-
568	To suit 160mm dia.	No			-
					-
	<u>End pieces</u>				-
569	Blank flange 75mm dia. NP 9/10	No			-
					-
	<u>Gate Valves</u>				-
	<u>Provide and install flanged, non-rising spindle type with cap & key, NP 10</u>				-

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570	50mm - 75mm dia.	No		10	-
571	90mm dia.	No			-
572	110mm dia.	No			-
					-
	<u>Provide and install flanged, non-rising spindle type with extension spindle & cap & key, NP 10, to Fire Hydrant isolators & W. Os</u>				-
573	50mm dia.	No		3	-
574	75mm dia.	No			-
					-
	<i>Flap Valves, flanged, to WOs (provide and install)</i>				-
575	50mm dia. NP 10	No		3	-
					-
Sub-Total Page to Distribution Network Summary					-
	<i>Air valves,</i>				
	<u>Provide and install flanged Air Valves, anti-shock, ant surge type, complete with fittings as shown in drawings</u>				
576	50mm dia, NP 9/10	No		7	-
					-
	<i>Fire Hydrants</i>				-
	Pipe dia n.e. 75mm, max. depth 1 - 1.5m	No			-
577	Pipe dia n.e. 110mm, max. depth 1 - 1.5m				-
					-
	Water Meter (Propeller type)				-
578	160mm dia	No		5	-
579	110mm dia	No			-
580	75mm dia	No.			-
					-
	Excavation and Backfilling				-
	Excavation and Backfilling, including bedding, compaction,				-
581	Pipe dia n.e. 50mm, max. depth 1 - 1.5m	m ³		4,500	-
582	Pipe dia n.e 75mm, max. depth 1 - 1.5m	m ³			-
	Pipe dia n.e 110mm, max. depth 1 - 1.5m	m ³			-
					-

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	Flushing, Disinfection and Pressure Testing				-
583	Flushing and disinfection of new pipelines	m		1,000	-
584	Pressure testing of pipeline	m		1,000	-
					-
	Concrete Chambers and Ancillaries				-
					-
	<i>Valve Chambers</i>				-
585	Blockwork gate valve chamber, clear opening 750mm X 750mm, in 225mm blockwork filled solid in C10/20 concrete, depth n.e. 1.5 m. Include for lockable precast cover slabs in 950mm x 250mm x 100mm thick sections	No		5	-
586	Reinforced concrete chamber, clear opening 750mm X 750mm, in grade 25/20 concrete, depth n.e. 1.5 m, in traffic areas. Include for lockable precast cover slabs in 950mm x 250mm x 150mm thick sections	No		6	-
587	Reinforced concrete Fire Hydrant chamber, clear opening 450mm X 450mm, depth n.e. 600mm, in grade 25/20 concrete. Include for lockable heavy duty Cast Iron covers.	No		1	-
588	Masonry or blockwork air valve chamber, clear opening 750mm X 750mm, in 225mm blockwork filled solid in C10/20 concrete, depth n.e. 1.5 m. Include for lockable precast cover slabs in 950mm x 250mm x 100mm thick sections	No		2	-
589	Concrete outfall chamber for WOs, in C20/20 concrete, as shown in drawings	No		3	-
590	Blockwork water meter chamber, clear opening 750mm X 750mm, in 225mm blockwork filled solid in C10/20 concrete, depth n.e. 1.5 m. Include for lockable precast cover slabs in 950mm x 250mm x 100mm thick sections	No		5	-
Sub-Total Page to Distribution Network Summary					-

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	Reinstatement of Roads				
591	Breaking up, temporary and permanent reinstatement of unpaved roads as specified, width n.e. 900mm	m		20	-
					-
	<i>Marker Posts</i>				-
592	Marker Posts for Sluice valves, Air valves, Fire hydrants, Washouts, Meters	No		5	-
					-
	<i>Stools & Thrust Blocks</i>				-
593	Concrete Stools & Thrust blocks, concrete grade 20/20 to horizontal bends, Junctions, Tapers and Valve stools	Ls			-
					-
	Service Connections				-
	<i>Including all material and all installations and earthworks. Connection to include tapping saddle and ferrule, connection pipe and fittings 20mm dia., and not exceeding 6m long, isolating gate valve with extension spindle and surface box, and all ancillaries</i>				-
594	Connection on 75mm dia. uPVC main	No			-
595	Connection on 90mm dia. uPVC main	No			-
596	Connection on 110mm dia. uPVC main	No			-
					-
597	Consumer water meters, 50mm dia (provisional item)	No		8	-
					-
598	Concrete water standpipe, including concrete base and Stainless bronze tap head with six outlets, as shown in drawings	No		5	-
					-
599	Water sales kiosk, including building structure, concrete basin and tap head with four outlets, as shown in drawings	No			-
					-
Sub-Total Page to Distribution Network Summary					-
	BILL COLLECTION SHEET				

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	Summary Distribution Network				
	Sheet 1				-
	Sheet 2				-
	Sheet 3				-
	Sheet 4				-
	Sheet 5				-
Total Distribution Network to Bill 01 Unguwar Kudu/Geidam Summary					-

BILL	Bill 01_Unguwar Kudu/Geidam Summary	AMOUNT (NGN)
1	Preliminary and General	-
2	Borehole	-
3	Treatment Works	-
4	Power Supply	-
5	Distribution Network and Sanitation	-
TOTAL BILL 04 SUMMARY CARRIED FORWARD TO GRAND SUMMARY		-

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.

SIMPLE WORKS CONTRACT

Contract No. _____

THIS CONSTRUCTION Contract entered as of _____ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“**Mercy Corps**”), and _____ (“**Contractor**”) is as follows:

1. Contractor’s Work.

- a. Contractor will *[Insert description of work. For example: Contractor will construct a drainage ditch at XYZ location, completing the work by _____].* The works stated above are referred to as the “**Work**”.
- b. Contractor is responsible for obtaining all necessary permits, for all expenses incurred by it in performing under this Contract and all taxes, duties, permit fees and other governmental charges regarding the work.
- c. Contractor will strictly comply with all of the specifications and requirements set for in the contract documents, which include the following documents and appendices (collectively the “**Specifications**”): *[list all documents that include design specifications, minimum requirement, BoQs, etc].*
- d. Contractor will comply with each of the attached Donor Terms in **Schedule I**.

2. **Timing.** Contract must complete the Work by **XXX**.

3. **Price.** In exchange for Contractors satisfactory delivery of the fully completed Work, Mercy Corps will pay Contractor the **firm and fixed** price of **XXX** *[state amount and currency]*.

4. Inspection and Acceptance. .

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

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

- b. Mercy Corps will use its best efforts conduct a final inspection of the work with Contractor.
-
5. **Invoicing and Payment.** Contractor will submit an invoice to Mercy Corps for payment on *[list the invoicing schedule here - For example: Mercy Corps will pay Contractor \$__ within __ days after the work is completed to Mercy Corps' satisfaction.]*. Invoices must contain *[list the contents that must be included in all invoices]*. Mercy Corps will make payment within **xxx** days of receipt of receipt, with payment made via **xxx** and delivered to the following **xxx** *[list person, place and/or bank account details here]*. If Mercy Corps disputes any portion of the invoice due to Contractor's breach of this Contract or failure to deliver the Work in accordance with the Specifications, Mercy Corps will notify Contractor in writing of such dispute and may pay only the portion of the invoice not in dispute and withhold payment of the disputed amount until the breach is corrected.
 6. **Change Orders.** The Work may be changed only be by written change order signed by both parties.
 7. **Termination.** Mercy Corps may terminate this Contract for its convenience by providing Contractor with written notice of such termination. If Mercy Corps terminates for its convenience, Mercy Corps will pay Contractor reasonable compensation for the work performed to the date of termination. Either party may terminate this contract due to the other Party's breach of any provision of this Contract by providing the other Party with written notice of such breach and 15 days to correct the breach. If Contractor fails to correct the breach within 15 days, upon termination, Mercy Corps will have no obligation to pay Contractor for any partially completed work.

8. **Indemnification.** Contractor will indemnify Mercy Corps and the owner of the property and each of their officers, directors, employees, representatives, and agents, and hold them harmless from, any and all losses or claims, fines, penalties, government or donor investigations, including reasonable attorney's fees related thereto, arising out of Contractor's breach of this Contract, or Contractor's its employees, agents or subcontractors' negligent acts or omissions or willful misconduct.

9. **Independent Contractor.** The parties intend to be independent contractors. Neither party will be deemed an agent or partner of the other party.

10. **Contractor's Representations 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 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 its obligations under this Contract.
 - d. Contractor will comply with all applicable law, regulations and rules in the execution and performance of under this Contract.
 - 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 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 Specification 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,

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- and the Work will be performed and completed strictly in accordance with the requirements of this Contract.
- g. Contractor will keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract and will remove such items from the project site upon completion of the Work.
 - h. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
 - i. Contractor 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 will not and has not offered or provided any government official with any bribe in relation to this Contract or the Work.
 - k. 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.
 - l. 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.
 - m. 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.

- n. 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.
- o. 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). 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.

11. Miscellaneous.

- a. 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 regarding the work.
- b. Sections 8 and 10 will survive the termination of this Contract.

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MERCY CORPS

THE CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FINANCE REVIEW

By: _____

Name: _____

Title: _____

SCHEDULE I

DONOR TERMS

Other Contract Provisions Required by Law or MC's Donor

A: CHILD AND VULNERABLE ADULTS PROTECTION POLICY

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

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

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

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

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

Values and Principles in working with Children/Vulnerable Adults:

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

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

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

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

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

Team members must never:

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

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

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

B. PREVENTION OF SEXUAL EXPLOITATION AND ABUSE POLICY

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

1. Sexual activity with children (persons under the age of 18, when not legally married) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
2. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes an exchange of assistance that is due to beneficiaries. Sexual acts with prostitutes are prohibited at any time during employment with Mercy Corps.
3. Sexual relationships between expatriate humanitarian workers and beneficiaries are prohibited since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.

4. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via established agency reporting mechanisms.
5. Humanitarian workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of the code of conduct. Managers at all levels have particular responsibility to support and develop systems that maintain this environment.
6. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment

C: 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/resourcecenter/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:

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- (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract.
- (ii) Procure a commercial sex act during the period of this Contract.
- (iii) Use forced labor in the performance of the Contract; or
 - (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 - d. Charging employee's recruitment fees; or
 - e. Providing or arranging housing that fails to meet the host country housing and safety standards.

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

- 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. 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 20004-0657

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

Email: ig.hotline@usaid.gov

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

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

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

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

7. Attachments to the Tender Package



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)	

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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

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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>

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 arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It is has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.

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

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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

Documents	
A copy of business registration document (CAC)	
A copy of tax certificate and/or Tax Clearance	
A copy of signed and stamped offer sheet	
Provide Organizational Profile, showing relevant experience in construction since inception of business operations.	
Verifiable evidence of relevant projects successfully executed which include letter of award, copy of contract for similar works delivered (letter of award, contract documents, Purchase Orders, certificate of completion etc..) not more than 5 years	
Completion time of the project with detailed work plan.	
Financial capacity to carry out the contract if successfully selected	
Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.	
Verifiable evidence of experience and relevant qualification of key personnel	

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

Name _____
 Title _____
 Signature _____
 Date* _____

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

Price Offer Sheet				
Item Description	Quantity	Unit of Measure	Unit Price	Total Price
Rehabilitation and Upgrade of Water Schemes, Solarization, Reticulation, Construction of water standpipes, Water treatment facilities, Repair of Generator Room, Perimeter fencing at Kellori Geidam LGA of Yobe State	1	Unit		
As Per Attached BOQ				
Total before tax:				
VAT (if applicable)				
Total:				
Company Name:				
Name of Representative:				
Title:				

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Signature:	
Date:	

Tender #: NIG/DTR/TEN003	
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