

Tender Package — Request for Bid (RFB)



1. Invitation to Tender

Tender Name: Construction of (4) Pour Flush Toilet in Kellori Geidam Yobe State	Tender No: NIG_DTR_TEN004
Location: Yobe, Nigeria	Correspondence Language(s): English
Brief Summary Description of Project: The Small-Town Water, Sanitation, and Hygiene (STWASH) Activity is a five-year, initiative funded by the United States Agency for International Development (USAID), covering the states of Adamawa, Yobe, and Borno in Northeast Nigeria. The Activity is to support the sustainable improvements in access to basic water and sanitation that are necessary to facilitate ongoing recovery, peacebuilding, and economic development across the region. The goal of the program is to facilitate the economic recovery of some crisis-affected communities and bolster the capacity of the state governments in providing essential WASH services and creating and sustaining enabling environments for Small Towns Water Supply and Sanitation Agencies (STWSSAs) and Water Consumers Associations (WCAs) to operate effectively. The program has two broad components; expanded access to water and for sanitation facilities and strengthening capacity for small town water governance.	

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: Proposal Subject: “NIG/DTR/TEN004: ‘Construction of (4) Pour Flush Toilet in Kellori Geidam Yobe State’” at Mercy Corps Office at Plot 109 – 112, Barewa Street, GRA, Damaturu, Yobe state.

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	For e-submissions email offer to: tenders@mercy Corps.org
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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/BoQ
	✓	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 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

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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.

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

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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 in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.

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

Pass/fail technical criteria are as follows:

Technical Criteria	Pass or Fail?
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**

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- 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 for Construction of toilets and handwashing facilities in public locations and institutions

Component: Construction of Sanitation and Hygiene Facilities

Specific Objectives

The specific objectives of this component assignment include the following:

- To construct toilets and handwashing facilities in public institutions (schools, health centers, markets, and motor park

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- To connect toilet facilities with potable water from ST WASH water facilities
- To develop manual for management of sanitation facilities in the various public institutions

Scope of Services

The construction activities under this phase of the assignment will be conducted on the selected designed sanitation and hygiene locations in communities, schools, health centers, markets, car/motor stations within the selected small towns of Kellori Geidam Yobe State.

Specific Tasks

In consultation with USAID Small Town WASH Team (WASH Engineer), Agencies responsible for Small Town WASH services in BAY States, Water Consumer Associations, identified CSOs and other key stakeholders in communities and public institutions in selected small towns, the contractor will 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 sanitation and hygiene construction materials.
- Conduct construction of sanitation and hygiene facilities and install appropriate water connections to the toilets.
- Any other tasks as may be required by the ST WASH Team and/ or recommended by the contractor as guided by design specifications.

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

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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 sanitation 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 sanitation facilities 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 SANITATION FACILITIES IN LOTS

Lot No.	State	LGA	Small Town	Sanitation Scheme
001	Yobe	Geidam	Kellori	Kellori primary school
002	Yobe	Geidam	Kellori	Kellori junior secondary school

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003	Yobe	Geidam	Kellori	Motor Park
004	Yobe	Geidam	Kellori	Kellori market

Bill of Quantities (A)

BILL OF QUANTITIES FOR SANITATION FACILITIES (4Nos COMPARTMENT POUR FLUSH LATRINE) Kellori Small Town, Geidam LGA, Yobe State – Primary School					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<u>PRELIMINARIES AND GENERAL ITEMS</u>				
A	Interstce Mobilization and Demobilization of equipment and personnel		LS		
	SUBSTRUCTURE				
A	Clearing of Site	25.00	m ²		
B	Excavate trenches, 525mm width and 600mm depth to receive foundations starting from the strip level	6.00	m ³		
C	Provide approved ant termite treatment to surfaces of excavation	25.00	m ²		
	CONCRETE WORKS				
A	Strip footing (Plain insitu concrete 1:2:4 mix)	1.00	m ³		
B	Floor slab 150mm thick (Plain in situ concrete 1:2:4 mix, 20mm agger.)	1.43	m ³		
C	100mm thick slab on corridor (Plain in situ concrete mix (1:2:4 mix, 20mm agger.)	0.80	m ³		
D	Formwork (Ditto edges of bed not exceeding 150mm high)	17.50	m ²		

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	Blockwork				
A	225mm thick sandcrete hollow block filled with solid weak concrete in foundation	10.60	m ²		
	<i>Substructure works carried to summary</i>				

ITEM	DESCRIPTION	QTY	UNIT		
	SUPERSTRUCTURE				
	Concrete Works				
A	Provide 250mmx50mm thick coping with spikes on top of all exposed walls as approved by the engineer	0.07	m ³		
	External and Internal Wall				
A	Blockwork 225mm sandcrete block laid in cement and sand (1:4) to wall plate including urinal partitions	34.00	m ²		
	Roofing /Carpentry				
	0.45mm thick long span aluminum roofing sheet laid at 150mm and double nailed to purlin (measured separately)				
A	Roofing (complete with all accessories)	7.20	m ²		
	<i>(Solignum or any other approved treatment solution impregnated swan hardwood as described)</i>				
B	50 X 75mm Rafters	6.00	m		
C	50 X 50mm Purlins	14.00	m		
D	50 X 100mm wall plate	7.20	m		
E	225 x 25mm wrought fascia covered with flat pan	11.00	m		
	Doors, Drainage and Plumbing				
A	Supply and fix purpose made 750mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks, and keys as in indicated in the drawings	4.00	No		

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C	Supply and fix purpose made single 900mm x 1600mm see through door made with 25mm x 50mm (2mm gauge) steel pipes and grilled with 25mm square steel pipes as in the drawings on the entrance to the facility painted and installed complete with steel frames, padlocks, and keys.	2.00	No		
D	Provide and Install inspection chambers (2-600mm x 600mm and 1-750mm x 750mm) with precast reinforced concrete cover 75mm thick for each of the compartment	4.00	No		
E	Provide and Install 1250mm x 900mm chambers with precast reinforced concrete cover 75mm thick for septic tank alternating	1.00	No		
F	Provide and Install 2400mm long 100mm diameter PVC vent pipe complete with all accessories on all inspection chambers	4.00	No		
G	Provide approved squat pan completely fixed and connected to drain	4.00	No		
	<i>Sub Total Superstructure Works</i>				
ITEM	DESCRIPTION	QTY	UNIT		
	b/f				
H	Provide and install completely approved wash hand basin embedded in block work and 1 water tap in front as indicated in the drawing	2.00	No		
I	Allow for the provision of purpose made concrete drain finished with vitrified tiles and partitioned at intervals as urinal, running from under the washing to the soak pit as indicated in the drawing	2.00	No		
	Physically Challenged Aids				
A	Provide and install approved WC for physically challenged as in the drawing	2.00	No		
B	Provide and install 25mm GI pipe as hand support rails cast monolithically with the floors slab, braced, and supported as indicated the drawing.	2.00	No		
C	Provide 1:5 sloping ramp on the main entrance to the facility and on the entrance to the physically challenged compartment (4No)	0.81	m ³		

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	Floor and Wall finishing				
A	300x300x9mm thick white color floor tiles laid in cement and sand screeded bed (1:4)	4.20	m ²		
B	12mm in situ finishing in cement and sand internal and external wall rendering for walls	70.00	m ²		
C	Fixing of Sanitary tiles (white color) 250mm x400mm on toilet walls (1200mm from the floor)	14.00	m ²		
D	Supply and fix approved white color vitrified tiles on urinal walls and partitions (up to 150mm top of partition wall)	6.50	m ²		
	Painting				
A	Prepare and supply emulsion paint (color to be approved by the Engineer) on all internal walls	20.00	m ²		
B	Sandblasting (on all external walls leaving out the areas for artwork) as specified in the or directed by the Engineer	24.00	m ²		
C	Metal burglary door and other metal work (3 coats anti-rust finished with approved color as directed by Engineer	1.00	LS		
D	Artwork	1.00	LS		
	Accessories				
A	Provision of bucket for the toilet (minimum of 7 liters)	3.00	No		
B	Provision of Kettle for the toilet	3.00	No		
	<i>Superstructure works carried to summary</i>				
ITEM	DESCRIPTION	QTY	UNIT		
	DOUBLE VAULT SEPTIC TANK (Overall dimension 4950mm x 3675mm x2050mm)				
A	Excavation of pit size 5400mmx 4125mm x 1825mm	41.00	m ³		
B	100mm Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	4.10	m ³		
C	100mm apron base Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	0.09	m ³		

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D	225mm thick partition wall (reinforced in situ concrete 1:2:4 mix 19mm aggregate and necessary formwork)	2.20	m3		
E	100mm thick cover slab (reinforced in situ concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	1.70	m3		
F	4Nos 600mm x600m x100mm manhole slab (reinforced precast concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.25	m3		
G	225mm sandcrete solid block filled with weak concrete in tank walls including partitions built in cement mortar (1:4)	35.20	m2		
H	25mm thick cement and sand (1:4) render on block walls	35.20	m2		
I	Plumbing works including all accessories as detailed in the drawing		LS		
J	Backfill pebbles/broken blocks around and inside the pit	30.00	m3		
K	225mm thick hollow concrete block with weep holes (9mm high all round in tank walls built in cement mortar (1:4)	18.00	m2		
L	Covering of the weepholes with zinc to prevent short - circuiting	18.00	m2		
	-				
	<i>Septic Tank works carried to Summary</i>				
SUMMARY OF WORKS					
ITEM	DESCRIPTION				
1.00	PRELIMINARIES				
2.00	SUBSTRUCTURE				
3.00	SUPERSTRUCTURE				
4.00	SEPTIC TANK				
	-				
	GRAND TOTAL				

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Bill of Quantities (B)

(4Nos COMPARTMENT POUR FLUSH LATRINE) Kellori Small Town, Geidam LGA, Yobe State - Market					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<u>PRELIMINARIES AND GENERAL ITEMS</u>				
A	Interstice Mobilization and Demobilization of equipment and personnel		LS		
	SUBSTRUCTURE				
A	Clearing of Site	25.00	m ²		
B	Excavate trenches, 525mm width and 600mm depth to receive foundations starting from the strip level	6.00	m ³		
C	Provide approved anti termite treatment to surfaces of excavation	25.00	m ²		
	CONCRETE WORKS				
A	Strip footing (Plain insitu concrete 1:2:4 mix)	1.00	m ³		
B	Floor slab 150mm thick (Plain in situ concrete 1:2:4 mix, 20mm aggr.)	1.43	m ³		
C	100mm thick slab on corridor (Plain in situ concrete mix (1:2:4 mix, 20mm aggr.)	0.80	m ³		
D	Formwork (Ditto edges of bed not exceeding 150mm high)	17.50	m ²		
	Blockwork				
A	225mm thick sandcrete hollow block filled with solid weak concrete in foundation	10.60	m ²		
	<i>Substructure works carried to summary</i>				

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUPERSTRUCTURE				
	Concrete Works				
A	Provide 250mmx50mm thick coping with spikes on top of all exposed walls as approved by the engineer	0.07	m ³		
	External and Internal Wall				
A	Blockwork 225mm sandcrete block laid in cement and sand (1:4) to wall plate including urinal partitions	34.00	m ²		
	Roofing /Carpentry				
	0.45mm thick long span aluminum roofing sheet laid at 150mm and double nailed to purlin (measured separately)				
A	Roofing (complete with all accessories)	7.20	m ²		
	<i>(Solignum or any other approved treatment solution impregnated swan hardwood as described)</i>				
B	50 X 75mm Rafters	6.00	m		
C	50 X 50mm Purlins	14.00	m		
D	50 X 100mm wall plate	7.20	m		
E	225 x 25mm wrought fascia covered with flat pan	11.00	m		
	Doors, Drainage and Plumbing				
A	Supply and fix purpose made 750mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks, and keys as in indicated in the drawings	4.00	No		
C	Supply and fix purpose made single 900mm x 1600mm see through door made with 25mm x 50mm (2mm gauge) steel pipes and grilled with 25mm square steel pipes as in the drawings on the entrance to the facility painted and installed complete with steel frames, padlocks, and keys.	2.00	No		

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D	Provide and Install inspection chambers (2-600mm x 600mm and 1-750mm x 750mm) with precast reinforced concrete cover 75mm thick for each of the compartment	4.00	No		
E	Provide and Install 1250mm x 900mm chambers with precast reinforced concrete cover 75mm thick for septic tank alternating	1.00	No		
F	Provide and Install 2400mm long 100mm diameter PVC vent pipe complete with all accessories on all inspection chambers	4.00	No		
G	Provide approved squat pan completely fixed and connected to drain	4.00	No		
	Sub Total Superstructure Works				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	b/f				
H	Provide and install completely approved wash hand basin embedded in block work and 1 water tap in front as indicated in the drawing	2.00	No		
I	Allow for the provision of purpose made concrete drain finished with vitrified tiles and partitioned at intervals as urinal, running from under the washing to the soak pit as indicated in the drawing	2.00	No		
	Physically Challenged Aids				
A	Provide and install approved WC for physically challenged as in the drawing	2.00	No		
B	Provide and install 25mm GI pipe as hand support rails cast monolithically with the floors slab, braced and supported as indicated the drawing.	2.00	No		
C	Provide 1:5 sloping ramp on the main entrance to the facility and on the entrance to the physically challenged compartment (4No)	0.81	m ³		
	Floor and Wall finishing				

Tender Package — Request for Bid (RFB)



A	300x300x9mm thick white colour floor tiles laid in cement and sand screeded bed (1:4)	4.20	m ²		
B	12mm in situ finishing in cement and sand internal and external wall rendering for walls	70.00	m ²		
C	Fixing of Sanitary tiles (white colour) 250mm x400mm on toilet walls (1200mm from the floor)	14.00	m ²		
D	Supply and fix approved white colour vitrified tiles on urinal walls and partitions (up to 150mm top of partition wall)	6.50	m ²		
	Painting				
A	Prepare and supply emulsion paint (colour to be approved by the Engineer) on all internal walls	20.00	m ²		
B	Sandblasting (on all external walls leaving out the areas for artwork) as specified in the or directed by the Engineer	24.00	m ²		
C	Metal burglary door and other metal work (3 coats anti-rust finished with approved color as directed by Engineer)	1.00	LS		
D	Artwork	1.00	LS		
	Accessories				
A	Provision of bucket for the toilet (minimum of 7 liters)	3.00	No		
B	Provision of Kettle for the toilet	3.00	No		
	<i>Superstructure works carried to summary</i>				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOUBLE VAULT SEPTIC TANK (Overall dimension 4950mm x 3675mm x2050mm)				
A	Excavation of pit size 5400mmx 4125mm x 1825mm	41.00	m ³		
B	100mm Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	4.10	m ³		

Tender Package — Request for Bid (RFB)



C	100mm apron base Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	0.09	m3		
D	225mm thick partition wall (reinforced in situ concrete 1:2:4 mix 19mm aggregate and necessary formwork	2.20	m3		
E	100mm thick cover slab (reinforced in situ concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	1.70	m3		
F	4Nos 600mm x600m x100mm manhole slab (reinforced precast concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.25	m3		
G	225mm sandcrete solid block filled with weak concrete in tank walls including partitions built in cement mortar (1:4)	35.20	m2		
H	25mm thick cement and sand (1:4) render on block walls	35.20	m2		
I	Plumbing works including all accessories as detailed in the drawing		LS		
J	Backfill pebbles/broken blocks around and inside the pit	30.00	m3		
K	225mm thick hollow sandcrete block with weep holes (9mm high all round in tank walls built in cement mortar (1:4)	18.00	m2		
L	Covering of the weepholes with zinc to prevent short - circuiting	18.00	m2		
	-				
	<i>Septic Tank works carried to Summary</i>				
-					
SUMMARY OF WORKS					
2.00	SUBSTRUCTURE				
3.00	SUPERSTRUCTURE				
	GRAND TOTAL				

Tender Package — Request for Bid (RFB)



Bill of Quantities (C)

(4Nos COMPARTMENT POUR FLUSH LATRINE)

Kellori Small Town, Geidam LGA, Yobe State
- Junior Secondary School

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	PRELIMINARIES AND GENERAL ITEMS				
A	Interstice Mobilization and Demobilization of equipment and personnel		LS		
	SUBSTRUCTURE				
A	Clearing of Site	25.00	m ²		
B	Excavate trenches, 525mm width and 600mm depth to receive foundations starting from the strip level	6.00	m ³		
C	Provide approved anti termite treatment to surfaces of excavation	25.00	m ²		
	CONCRETE WORKS				
A	Strip footing (Plain insitu concrete 1:2:4 mix)	1.00	m ³		
B	Floor slab 150mm thick (Plain in situ concrete 1:2:4 mix, 20mm aggr.)	1.43	m ³		
C	100mm thick slab on corridor (Plain in situ concrete mix (1:2:4 mix, 20mm aggr.))	0.80	m ³		
D	Formwork (Ditto edges of bed not exceeding 150mm high)	17.50	m ²		
	Blockwork				
A	225mm thick sandcrete hollow block filled with solid weak concrete in foundation	10.60	m ²		
	<i>Substructure works carried to summary</i>				

Tender Package — Request for Bid (RFB)



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUPERSTRUCTURE				
	Concrete Works				
A	Provide 250mmx50mm thick coping with spikes on top of all exposed walls as approved by the engineer	0.07	m ³		
	External and Internal Wall				
A	Blockwork 225mm sandcrete block laid in cement and sand (1:4) to wall plate including urinal partitions	34.00	m ²		
	Roofing /Carpentry				
	0.45mm thick long span aluminum roofing sheet laid at 150mm and double nailed to purlin (measured separately)				
A	Roofing (complete with all accessories)	7.20	m ²		
	<i>(Solignum or any other approved treatment solution impregnated swan hardwood as described)</i>				
B	50 X 75mm Rafters	6.00	m		
C	50 X 50mm Purlins	14.00	m		
D	50 X 100mm wall plate	7.20	m		
E	225 x 25mm wrought fascia covered with flat pan	11.00	m		
	Doors, Drainage and Plumbing				
A	Supply and fix purpose made 750mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks, and keys as in indicated in the drawings	4.00	No		
C	Supply and fix purpose made single 900mm x 1600mm see through door made with 25mm x 50mm (2mm gauge) steel pipes and grilled with 25mm square steel pipes as in the drawings on the entrance to the facility painted and installed complete with steel frames, padlocks, and keys.	2.00	No		

Tender Package — Request for Bid (RFB)



D	Provide and Install inspection chambers (2-600mm x 600mm and 1-750mm x 750mm) with precast reinforced concrete cover 75mm thick for each of the compartment	4.00	No		
E	Provide and Install 1250mm x 900mm chambers with precast reinforced concrete cover 75mm thick for septic tank alternating	1.00	No		
F	Provide and Install 2400mm long 100mm diameter PVC vent pipe complete with all accessories on all inspection chambers	4.00	No		
G	Provide approved squat pan completely fixed and connected to drain	4.00	No		
	Sub Total Superstructure Works				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	b/f				
H	Provide and install completely approved wash hand basin embedded in block work and 1 water tap in front as indicated in the drawing	2.00	No		
I	Allow for the provision of purpose made concrete drain finished with vitrified tiles and partitioned at intervals as urinal, running from under the washing to the soak pit as indicated in the drawing	2.00	No		
	Physically Challenged Aids				
A	Provide and install approved WC for physically challenged as in the drawing	2.00	No		
B	Provide and install 25mm GI pipe as hand support rails cast monolithically with the floors slab, braced and supported as indicated the drawing.	2.00	No		
C	Provide 1:5 sloping ramp on the main entrance to the facility and on the entrance to the physically challenged compartment (4No)	0.81	m ³		
	Floor and Wall finishing				
A	300x300x9mm thick white colour floor tiles laid in cement and sand screeded bed (1:4)	4.20	m ²		
B	12mm in situ finishing in cement and sand internal and external wall rendering for walls	70.00	m ²		

Tender Package — Request for Bid (RFB)



C	Fixing of Sanitary tiles (white colour) 250mm x400mm on toilet walls (1200mm from the floor)	14.00	m2		
D	Supply and fix approved white colour vitrified tiles on urinal walls and partitions (up to 150mm top of partition wall)	6.50	m2		
	Painting				
A	Prepare and supply emulsion paint (colour to be approved by the Engineer) on all internal walls	20.00	m2		
B	Sandblasting (on all external walls leaving out the areas for artwork) as specified in the or directed by the Engineer	24.00	m2		
C	Metal burglary door and other metal work (3 coats anti-rust finished with approved color as directed by Engineer	1.00	LS		
D	Artwork	1.00	LS		
	Accessories				
A	Provision of bucket for the toilet (minimum of 7 liters)	3.00	No		
B	Provision of Kettle for the toilet	3.00	No		
	Superstructure works carried to summary				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOUBLE VAULT SEPTIC TANK (Overall dimension 4950mm x 3675mm x2050mm)				
A	Excavation of pit size 5400mmx 4125mm x 1825mm	41.00	m3		
B	100mm Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	4.10	m3		
C	100mm apron base Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	0.09	m3		
D	225mm thick partition wall (reinforced in situ concrete 1:2:4 mix 19mm aggregate and necessary formwork	2.20	m3		
E	100mm thick cover slab (reinforced in situ concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	1.70	m3		

Tender Package — Request for Bid (RFB)



F	4Nos 600mm x600m x100mm manhole slab (reinforced precast concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.25	m3		
G	225mm sandcrete solid block filled with weak concrete in tank walls including partitions built in cement mortar (1:4)	35.20	m2		
H	25mm thick cement and sand (1:4) render on block walls	35.20	m2		
I	Plumbing works including all accessories as detailed in the drawing		LS		
J	Backfill pebbles/broken blocks around and inside the pit	30.00	m3		
K	225mm thick hollow sandcrete block with weep holes (9mm high all round in tank walls built in cement mortar (1:4)	18.00	m2		
L	Covering of the weepholes with zinc to prevent short - circuiting	18.00	m2		
	-				
	<i>Septic Tank works carried to Summary</i>				
	-				
	SUMMARY OF WORKS				
ITEM	DESCRIPTION				AMOUNT
1.00	PRELIMINARIES				
3.00	SUPERSTRUCTURE				
4.00	SEPTIC TANK				
	-				
	GRAND TOTAL				

Bill of Quantities (D)

(4Nos COMPARTMENT POUR FLUSH LATRINE) Kellori Small Town, Geidam LGA, Yobe State - Motor Park					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	PRELIMINARIES AND GENERAL ITEMS				

Tender Package — Request for Bid (RFB)



A	Interstice Mobilization and Demobilization of equipment and personnel		LS		
	SUBSTRUCTURE				
A	Clearing of Site	25.00	m ²		
B	Excavate trenches, 525mm width and 600mm depth to receive foundations starting from the strip level	6.00	m ³		
C	Provide approved anti termite treatment to surfaces of excavation	25.00	m ²		
	CONCRETE WORKS				
A	Strip footing (Plain insitu concrete 1:2:4 mix)	1.00	m ³		
B	Floor slab 150mm thick (Plain in situ concrete 1:2:4 mix, 20mm aggr.)	1.43	m ³		
C	100mm thick slab on corridor (Plain in situ concrete mix (1:2:4 mix, 20mm aggr.)	0.80	m ³		
D	Formwork (Ditto edges of bed not exceeding 150mm high)	17.50	m ²		
	Blockwork				
A	225mm thick sandcrete hollow block filled with solid weak concrete in foundation	10.60	m ²		
	Substructure works carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUPERSTRUCTURE				
	Concrete Works				
A	Provide 250mmx50mm thick coping with spikes on top of all exposed walls as approved by the engineer	0.07	m ³		

Tender Package — Request for Bid (RFB)



	External and Internal Wall				
A	Blockwork 225mm sandcrete block laid in cement and sand (1:4) to wall plate including urinal partitions	34.00	m ²		
	Roofing /Carpentry				
	0.45mm thick long span aluminum roofing sheet laid at 150mm and double nailed to purlin (measured separately)				
A	Roofing (complete with all accessories)	7.20	m ²		
	<i>(Solignum or any other approved treatment solution impregnated swan hardwood as described)</i>				
B	50 X 75mm Rafters	6.00	m		
C	50 X 50mm Purlins	14.00	m		
D	50 X 100mm wall plate	7.20	m		
E	225 x 25mm wrought fascia covered with flat pan	11.00	m		
	Doors, Drainage and Plumbing				
A	Supply and fix purpose made 750mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks and keys as in indicated in the drawings	4.00	No		
C	Supply and fix purpose made single 900mm x 1600mm see through door made with 25mm x 50mm (2mm gauge) steel pipes and grilled with 25mm square steel pipes as in the drawings on the entrance to the facility painted and installed complete with steel frames, padlocks and keys.	2.00	No		
D	Provide and Install inspection chambers (2-600mm x 600mm and 1-750mm x 750mm) with precast reinforced concrete cover 75mm thick for each of the compactment	4.00	No		
E	Provide and Install 1250mm x 900mm chambers with precast reinforced concrete cover 75mm thick for septic tank alternating	1.00	No		
F	Provide and Install 2400mm long 100mm diameter PVC vent pipe complete with all accessories on all inspection chambers	4.00	No	25,000	100,000.00

Tender Package — Request for Bid (RFB)



G	Provide approved squat pan completely fixed and connected to drain	4.00	No		
Sub Total Superstructure Works					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	b/f				
H	Provide and install completely approved wash hand basin embedded in block work and 1 water tap in front as indicated in the drawing	2.00	No		
I	Allow for the provision of purpose made concrete drain finished with vitrified tiles and partitioned at intervals as urinal, running from under the washing to the soak pit as indicated in the drawing	2.00	No		
Physically Challenged Aids					
A	Provide and install approved WC for physically challenged as in the drawing	2.00	No		
B	Provide and install 25mm GI pipe as hand support rails cast monolithically with the floors slab, braced and supported as indicated the drawing.	2.00	No		
C	Provide 1:5 sloping ramp on the main entrance to the facility and on the entrance to the physically challenged compartment (4No)	0.81	m ³		
Floor and Wall finishing					
A	300x300x9mm thick white colour floor tiles laid in cement and sand screeded bed (1:4)	4.20	m ²		
B	12mm in situ finishing in cement and sand internal and external wall rendering for walls	70.00	m ²		
C	Fixing of Sanitary tiles (white colour) 250mm x400mm on toilet walls (1200mm from the floor)	14.00	m ²		

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D	Supply and fix approved white colour vitrified tiles on urinal walls and partitions (up to 150mm top of partition wall)	6.50	m2		
	Painting				
A	Prepare and supply emulsion paint (colour to be approved by the Engineer) on all internal walls	20.00	m2		
B	Sandblasting (on all external walls leaving out the areas for artwork) as specified in the or directed by the Engineer	24.00	m2		
C	Metal burglary door and other metal work (3 coats anti-rust finished with approved color as directed by Engineer	1.00	LS		
D	Artwork	1.00	LS		
	Accessories				
A	Provision of bucket for the toilet (minimum of 7 liters)	3.00	No		
B	Provision of Kettle for the toilet	3.00	No		
	Superstructure works carried to summary				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOUBLE VAULT SEPTIC TANK (Overall dimension 4950mm x 3675mm x2050mm)				
A	Excavation of pit size 5400mmx 4125mm x 1825mm	41.00	m3		
B	100mm Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	4.10	m3		
C	100mm apron base Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	0.09	m3		
D	225mm thick partition wall (reinforced in situ concrete 1:2:4 mix 19mm aggregate and necessary formwork	2.20	m3		
E	100mm thick cover slab (reinforced in situ concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	1.70	m3		

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F	4Nos 600mm x600m x100mm manhole slab (reinforced precast concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.25	m3		
G	225mm sandcrete solid block filled with weak concrete in tank walls including partitions built in cement mortar (1:4)	35.20	m2		
H	25mm thick cement and sand (1:4) render on block walls	35.20	m2		
I	Plumbing works including all accessories as detailed in the drawing		LS		
J	Backfill pebbles/broken blocks around and inside the pit	30.00	m3		
K	225mm thick hollow sandcrete block with weep holes (9mm high all round in tank walls built in cement mortar (1:4)	18.00	m2		
L	Covering of the weepholes with zinc to prevent short - circuiting	18.00	m2		
	-				
	Septic Tank works carried to Summary				
-					
SUMMARY OF WORKS					
ITEM	DESCRIPTION				AMOUNT
1.00	PRELIMINARIES				0.00
2.00	SUBSTRUCTURE				0.00
3.00	SUPERSTRUCTURE				0.00
4.00	SEPTIC TANK				0.00

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

Tender Package — Request for Bid (RFB)



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

- 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,

Tender Package — Request for Bid (RFB)



- 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.

Tender Package — Request for Bid (RFB)



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 particular circumstances prevailing locally, but concerns must still be raised, and possible action considered.

Values and Principles in working with Children/Vulnerable Adults:

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

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

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

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

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

Team members must never:

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

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

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

[center/sanctions/SDNList/Pages/default.aspx](http://www.treasury.gov/resource)) 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.

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- (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 20044-0657

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

Email: ig.hotline@usaid.gov

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

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)	
Government - owned (yes/no)	

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Name(s) of Board of Directors	
Name(s) of Company Owner(s)	
Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

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

Product/Service Information

List Range of Products/Services Offered	
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Basis For Pricing (Catalog, List, etc.)	
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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 having not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.

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

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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 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* _____

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

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Price Offer Sheet				
Item Description	Quantity	Unit of Measure	Unit Price	Total Price
Construction of pour flush toilets as follows:				
i. One 4-compartment pour flush toilet at Kellori primary school	1	Unit		
ii. One 4-compartment pour flush toilet at Kellori junior secondary school	1	Unit		
iii. One 4-compartment pour flush toilet at Motor Park	1	Unit		
iv. One 4-compartment pour flush toilet at Market	1	Unit		
As per Attached BOQ				
Total before tax:				
VAT (if applicable)				
Total:				
Company Name:				
Name of Representative:				
Title:				
Signature:				
Date:				
Tender #: NIG/DTR/TEN004				