

1. Invitation to Tender

Tender Name: Rehabilitation of Boreholes and Water Points for BRICC Program	Tender No: NIG/DTR/TEN10
Location: Damaturu & Potiskum LGAs, Yobe State – Nigeria	Correspondence Language(s): English
<p>Brief Summary Description of Project:</p> <p>Mercy Corps has been present in Nigeria since 2012, focusing its interventions on adolescent girls’ empowerment, economic development and conflict mitigation. With the insurgency spilling over from the Northeast of Nigeria and causing displacement of millions of individuals, Mercy Corps started its humanitarian response in 2014 to address the rising humanitarian needs. With funding from institutional donors, foundations and private corporations, Mercy Corps continues to provide assistance to meet the basic needs of vulnerable populations in the areas of food security, shelter, water and sanitation, protection, and livelihoods.</p> <p>The Building Resilience in Complex Crisis (BRICC) program is a European Union funded program implemented as a consortium led by Mercy Corps and consortium partners COOPI International and Danish Refugee Council. The program, which is been implemented in 6 LGAs namely Damaturu, Geidam, Gujba, Gulani, Potiskum and Yunusari across 30 communities. The BRICC program has been assisting the affected population through various programs i.e., emergency livelihoods, WASH, Shelter and youth support.</p>	

<p>Tender Package Available from: 15th / March / 2022 at 8:00am</p>	<p>Tender Package Pickup Location: Tenders are available to download from: https://www.mcnigeria.com/tenders</p>
<p>Deadline for Offer Submission: 22nd / March / 2022; 5:30pm</p>	<p>Submit Offers to: Full bidding document with attachments.</p> <p>Plot 109 – 112, Barewa Street, GRA, Damaturu – Yobe State or by online: tenders@mercycorps.org</p> <p>Note: Envelopes or emails should be marked</p> <p><i>NIG/MDG/TEN10_ Rehabilitation of boreholes and water points in communities in Damaturu and Potiskum LGAs – Yobe State</i></p>

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@mercycorps.org	
Last Day for Questions: (19th / March / 2022; 12:00 noon)	Questions will be answered by: (20th / March / 2022; 12:00 noon)
Questions will be answered through: qa-ng-tenders@mercycorps.org	

Documentation Checklist		
These documents are contained within this tender package:	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ ✓ 	<ul style="list-style-type: none"> 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 the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. Mercy Corps will not engage with a company that is found to be in violation of these policies.

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

<http://mercycorps.org/integrityhotline>

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

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

2.2 Tender Basis:

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

2.3 Supplier Eligibility

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

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

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

2.4 Response Documents

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

2.5 Acceptance of Successful Response

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

2.6 Certification Regarding Terrorism

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

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 and supplier information form.

3.3 Tender Submittals

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

Documents supporting the Eligibility Criteria:

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 and supplier information form.

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Provide Organizational Profile, showing **relevant** experience in waterpoint 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 (2 Pages maximum)	
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 (manimum completion time to quality is 25 days and maximum is 30 days)	
Evidence of financial capacity/banking support to execute the contract if successfully selected (Company’s bank account statement for the past one year or letter of credit from a reputable financial institution)	
Verifiable evidence of experience and relevant qualification of key personnel (CVs and copies of academic qualification including COREN Certification or any other relevant certification)	
Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project (Letter to be drafted on the company’s letterhead, signed, stamped and dated by the Director or CEO of the company)	

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 independant 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

BACKGROUND

Mercy Corps has been assisting the affected population through various programs i.e., emergency livelihoods, WASH, Shelter, and youth support. Mercy Corps Nigeria Mission through EU funding is planning to rehabilitate through BRICC program is planning to Rehabilitate two (2) boreholes in Pompomari community of Damaturu Local Government Area.

Hydro-geological survey has not been carried out to identify the state of the borehole. Mercy Corps is seeking for a contractor to provide a proper tool, machinery, materials, and labor necessary for carrying out rehabilitation of the boreholes; its development, test pumping, apron and other construction and Installation works as detailed in the technical Specification documents. The Contractor shall mobilize to site within one weeks of signing the contract. This should include taking over site, geophysics, and Rehabilitation. The contractor shall take over site in the presence of the MC Supervisor, Community leaders and Community members. Contractor shall provide work schedule within one week after signing of the contract.

SECTION 1

PERSONNEL AND EQUIPMENT

The contractor shall provide qualified and competent staff to successfully execute the works. The contractor shall be responsible for the hiring of, and the transfer of his personnel as required during the contract period including procurement of entry visas and work permits for expatriates. He shall be responsible for arranging and providing housing and other logistics for his personnel, unless agreed otherwise by the Project Supervisor, the Contractor shall show evidence of the availability of equipment capable of carrying out the same works and

which can be mobilized and brought to the site within a period of not more than one week such that the contract period is not extended. The Contractor shall provide and maintain suitable equipment to complete the rehabilitation works within the period specified in the contract. The equipment should include but not limited to some or all the following essential equipment:

- a. Air compressor
- b. Support vehicles
- c. Other accessories

1.0 INFORMATION TO BE SUPPLIED BY MERCY CORPS

Mercy Corps will provide available information about the possible hydro-geological conditions at the rehabilitation site. It should be clear that this information does not hold Mercy Corps responsible for the locally different conditions at the specific rehabilitation site or for the constraints the contractor may encounter while carrying out this work. The contractor is expected to verify site conditions prior to commencement of rehabilitation works

PROTECTION OF WATER QUALITY, DISINFECTIONS AND SAMPLING.

Borehole Protection.

The contractor will take maximum care to avoid the physical, chemical, or bacteriological contamination of the borehole water, during the rehabilitation and after construction operations. In any case, where water is polluted due to the contractor's neglect, he will be obliged to carry out all the necessary operations, at his own cost, to rectify such pollution of the borehole.

FINISHING WORKS AND REPORTS

Report Compilation

On successful completion of the borehole, three hard copies of detailed completion report and an electronic copy shall be submitted to the Employer. The report shall comprise but not limited to the following:

- a) Pump installation details
- b) Incidents and accidents of any kind

SOLAR POWER SYSTEM

- a) The Contractor shall provide eight (8) pieces of 260V photovoltaic systems. All the solar panels shall be made of crystalline silicon solar cells. All systems shall be fully operational turnkey installations. Contractor shall make their own assessment of the sites and suggest a suitable location for installation of the PV systems on the ground. The location chosen for system installation for each site shall be approved by MC Supervisor.
- b) According to the Supervisor's technical assessment of the water points, all the facilities have adequate unshaded space. The Contractor shall make own assessments for enough space available for unshaded array: The array will be installed where shading is avoided from 6am – 6pm “solar time” each day of the year. This will be verified during the pre-installation and the acceptance test.
- c) The installed system must meet applicable national standards and codes. Plastic laminated safety signage placards should be provided for each installation. Contractor shall install the same at designated locations as per instructions.
- d) For each water point, PV modules must be procured for same make (manufacture) and same wattage rating.
- e) Contractor shall supply and install circuit breaker (DC disconnect) 16A 100v and change over switch 50A 415V

PV System Mechanical Design Specifications

- a. The installed system shall include all hardware required for assembling the photovoltaic array, balance of system components, and structural attachments to mounting frames
- b. The PV array shall be installed on the mounting frame with a slope which is approximately 20 degrees, and an eastern orientation within northeast to southeast +/-15 degrees of true south.
- c. The PV array mounting structure, including modules, and balance of system components shall be designed to withstand wind loads of at least 60 mph.
- d. Array mounting frames supplied shall be compatible with the site considerations and environment.
- e. Mounting frames shall be made of 50mm-by-50mm angle iron of 4mm thickness.
- f. In the situation where environmental and safety assessment warrant Mounting of PV modules on the ground, then frames for PV modules should be placed on 2” GI pipe stanchion buried 50mm below ground level in concrete of mix ratio 1:3:6. Concrete mould should be 50mm above ground level for each stanchion. Stanchions should be spaced at 3460mm spacing horizontally while allowing 300mm hangover at both sides and 1600mm vertically.
- g. Special attention shall be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the modules or support structure. All potentially hazardous hardware shall be protected or shielded for safety.
- h. Mechanical hardware, conduit, and other equipment shall be concealed beneath and/or behind the array. Contractor shall provide combiner boxes if required
- i. The array layout shall be consistent with the ordering (and labeling) of source circuits in the array combiner boxes. Accessibility to perform array troubleshooting and maintenance is required by allowing access to the back of the array.
- j. The PV systems will be installed in communities; therefore, population safety is critical. Contractor must minimize the risk of vandalism, theft and personal injury in the installation and operation of the system.

PV System Electrical Design Specifications

- a. A grounding electrode shall be installed for the arrays.
- b. All inverters shall be commercially available models and must include ground-fault protection with a visible indicator. The inverter size shall be 3KW RSI
- c. Inverter/Charger shall be installed at the same location or within proximity.
- d. All outdoor wiring must be listed to a temperature rating of 90°C in wet locations, and it shall be listed as sunlight resistant where run outdoors and outside of conduit. All AC wiring shall be ducted in metal conduits. DC wiring can be ducted in PVC conduits.
- e. Outdoor-rated, visible-break lockable disconnects shall be installed on each set of current carrying conductors entering or leaving the array area.
- f. The wiring shall be sized appropriately to avoid more than 1% voltage drop.

SYSTEM WARRANTIES AND MAINTENANCE

- a. The supplier/Contractor must provide warranties to Mercy Corps on both the complete system and individual components. The methods for implementing and terms of the warranty provisions must be clearly established and handled by the system supplier/Contractor as the single point-of contact for warranty service with the end-user.
- b. At a minimum, one (1) year complete system-level warranty and service contract for no-cost replacement of any defective component required for safe and as-specified system operation.

OTHER REQUIREMENTS

Inspections and Acceptance Testing

- a. Contractor shall ensure that all project specifications have been met. MC will verify compliance through a site inspection and acceptance tests. The contractor shall be available and present for the acceptance tests, which will be scheduled with reasonable advance notice (notwithstanding delays due to weather). Acceptance testing will verify that the system and equipment specified in the bid was installed in a safe and code-compliant manner and is operating properly under all conditions.
- b. All charges incurred because of non-compliance on the part of the Contractor shall be borne entirely by the Contractor and shall be deducted from the final payment.
- c. Acceptance testing forms will be made available to the contractor as early as possible after award but no later than before system rehabilitation begins.

SECTION 2

2.1 TAP STANDS

- a. From the overhead tank a 2" GI pipe, with an approximate length of 10m will be installed to reach the ground.
- b. A 2" flow meter will be installed in a box for protection.
- c. On the ground a 2" UPVC 10 bars resistance pipe of 40m will be laid into a trench (same trench as the supply trench).
- d. To protect the pipes in the runoff drainage channel, the supply and the distribution pipes will be protected in a bigger GI pipe.
- e. A connection box will be installed. Two 1*1/4" GI valves will be installed, and two lines will be created.
- f. Two lines on 1*1/4" UPVC 10 bars resistance will be laid to each water point, the total length of the two lines will be 1000m.
- g. The foundation for the tap stands will be done with two layers of 6" sandcrete, with a dimension of 1.6 x 3.5 m (5.6m²) and will be laid on a blinding of 50mm using mix ratio of 1:6 cement to sand.
- h. Medium mortar (300Kg of cement /m³) will be used for joints.
- i. Two layers of sandcrete will be line up to realize the slab (surface).
- j. A layer of one sandcrete will be laid on the edge to realize a curbstone. To facilitate the access and formalize the entrance and the exit two sandcrete will be remove of the edge one at the front the other at the back.
- k. The floor of the drinking water point will be plastered with a mix ratio of 1:4 with a thickness between 0.010m and 0.08m
- l. A slop toward the outlet will be realized to evacuate runoff water
- m. Steps will be realized with sandcrete to facilitate the access to the infrastructure.
- n. A valve box will be installed at the entrance of infrastructure with a dimension of 1*1/4"
- o. A GI 1*1/4" pipe embedded into concrete will be installed on the structure.
- p. Six (6) standpipes of 1"1/4 will be connected to the embedded piped and reduced by 3/4".
- q. The six stands' pipes will be protected by a 4" UPVC pipe filled with concrete with a ration of 300Kg/m³ minimum.
- r. A 3/4" GI heavy duty tape will be connected to the 6 standpipes

2.2 SOAK PITS

- a. The excavation of the pit will have to reach the layer of sand (approximately 1.5 m deep)
- b. The soak pit will be done by lining sandcrete block 9" with a dimension of 1500x1500x1500mm on purpose to facilitate the infiltration. Depth of the soak pit is subject to change by MC supervisor.
- c. Sandcrete will be perforated, with 2" UPVC pipe tilted to facilitated infiltration of water and reduce the sand to come into the soak-pit. UPVC pipe will be installed only on the sandy layer spaced by 0.25m.
- d. The sandcrete will be laid on a blinding of 50mm using mix ratio of 1:6 cement to sand.

- e. Cast soak pit cover of dimensions 1450x1450mm and cure for 48hours before placing on soak pit. Slab thickness should not exceed 100mm with 10mm diameter iron bar spaced at 200mm center to center top and bottom. Concrete grade 20 of mix 1:2:4 – 20mm coarse aggregate). The cast soak pit will be seal to his base.
- f. Backfilling around the soak pit will be done with sand to increase the infiltration capacity by increasing the contact surface.

SECTION 3

3.1 PERIMETER FENCING

The perimeter fence has the following dimensions

- i. Area: 8.6mx4.4m
- ii. Perimeter: 8.6m+4.4m+8.6m+4.4m (26m)
- iii. Height: 1.8m (from the top of the block wall level)
- iv. Three (3) courses of block wall as support foundation using 225mm sandcrete blocks
- v. Primary GI pipes (3 inches) installed at 2500mm C/C spacing along the entire perimeter
- vi. Two lines of 50x50x4mm angle iron installed as horizontally braces member in-between the vertical GI pipes from top to the bottom along the entire perimeter.
- vii. Squared wire mesh installed and anchored to the GI pipes along the entire perimeter
- viii. Razor fence galvanized barbed wire anchored to the barbed wire arms install along the entire perimeter

3.2 Earth work/Excavation to foundation

- i. Excavate foundation trench to receive plain concrete blinding before lining with sandcrete blocks
- ii. As prepare to receive block lining, a blinding of 50mm thickness with a ratio of 1:4:8 cement to sharp sand to crush stone will be spread in trench as strip foundation.
- iii. The lining of the superstructure will be done by laying 225mm (9 inches) sandcrete blocks bonded together with a mortar with a ratio 1:4 until reaching a level of 325mm above the ground level
- iv. The hollows of sandcrete block above ground level should be filled with concrete of ratio 1:4:8
- v. Backfill and ram foundation, spread and remove surplus excavated materials

3.3 General masonry

- i. The structure will be supported by 225mm sandcrete block wall only to the foundation level in pointing work.
- ii. The interior and exterior wall surfaces will be finished with Mortar plaster with mix ratio 1:4

YOBE: LOCATIONS OF WATER FACILITIES IN LOTS

Lot No.	State	LGA	Small Town	Water Scheme
001	Yobe	Damaturu	Zana Lawan Dole	Pompomari
002	Yobe	Damaturu	Bayan Makabarta	Pompomari
003	Yobe	Potiskum	Angwan Hakimi	Mamudo

004	Yobe	Damaturu	Primary Health Care Centre	Murfa
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5.2 Bill of Quantities: see attachment 2 – price offer sheet

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.

INTERMEDIATE WORKS CONTRACT

Contract No. _____

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

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

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

3. Subcontractors.

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

- c. Contractor will be solely responsible, and Mercy Corps will not have responsibility, for all aspects of safety related to the Work. Contractor will take all necessary precautions for the safety of, and will provide protection to prevent damage, injury or loss to, persons or property whether it be their own, Mercy Corps' or community.
- d. Contracts with Subcontractors will require each Subcontractor to be bound by the terms of this Contract to the extent of the Work to be performed by such Subcontractor and to assume toward Contractor all the obligations and responsibilities that Contractor, by this Contract, assumes toward Mercy Corps.

4. Risk of Loss to Contractor and Subcontractor Property.

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

5. Insurance and Bonding.

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

6. Liens.

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

7. Change Orders.

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

8. Inspection Rights and Final Acceptance.

- a. Mercy Corps and Owner (if applicable) will have access to the site of the Work and the right to inspect the Work at all times. If at any time an inspection by Mercy Corps or owner determines that Contractor or its subcontractors are in breach of any provision in this 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.

9. Invoicing and Payment.

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

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

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

- a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.
- b. Contractor has the requisite skills to perform the Work.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Work.
- d. Contractor will, and will cause each Subcontractor to, comply with all applicable law, regulations and rules in the execution and performance of the Work.
- e. (i) Contractor has visited the project site where the Work is to be performed and become familiar with the local conditions (including existing structures) under which the Work is to be performed, (ii) the Payment Terms are reasonable compensation for the Work, (iii) the time set forth in the Statement of Work for performing the Work is adequate and reasonable, (iv) Contractor has satisfied itself as to the nature, location, character, quality and quantity of the Work and the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished; and (v) contractor understands the Specifications and will comply with their requirements.
- f. All materials and equipment furnished under this Contract will be of good quality and new, the Work will be performed in a skilled, high quality, and workmanlike manner, the Work will be free from defects not

inherent in the quality required or permitted, and the Work will be performed and completed strictly in accordance with the requirements of this Contract.

- g. Contractor will keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract, and will remove such items from the project site upon completion of the Work.
- h. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- i. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.
- j. Contractor does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- k. Contractor and its subcontractors are not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- l. Contractor has not engaged in, and will not engage in, any of the following conduct: (i) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (ii) procuring a commercial sex act; or (iii) using forced labor.
- m. Contractor is not the subject of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- n. Contractor [or supplier] understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website (www.mercycorps.org/integrityhotline). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.

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

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

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

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

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

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

that the Works remain uncompleted, Mercy Corps may charge liquidated damages in the amount specified in Schedule

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

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

16. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.

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

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

19. Miscellaneous.

- a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
- b. This Contract will be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that, except with respect to Subcontractors (to the extent permitted hereunder), Contractor will not assign any right or obligation under this Contract (including the right to receive monies due) without the prior written consent of Mercy Corps, and any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
- c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Contractor under this Contract.
- e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.

- f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
- g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
- h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.
- i. In the event that the terms of this Works Contract and any Schedule, appendix or attachment (if any), the terms in the Works Contract shall prevail unless conflicting terms specifically state the section of the Works Contract that they are replacing and state an intent to override or amend the Works Contract and are signed by both parties.

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

MERCY CORPS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE I

Additional Terms

1. Payment Terms:

(a) **Pricing:** This is a fixed price contract. Contractor will fully and completely perform the Work and Mercy Corps will have no obligation to pay any Contractor expenses, costs, fees, taxes or penalties no matter how incurred. Mercy Corps obligation is only to pay Contractor: *[xxx Amount and currency]* (“**Contract Value**”).

(b) **Invoicing and Payment Schedule:** *[Insert description of payment terms -see guidance below. For example: [Upon acceptance of each Services deliverable] [Within [X] days at the end of each month] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract.

[INTERNAL GUIDANCE ON ADVANCE PAYMENTS:

****Internal Guidance on Advance Payments:*** *Mercy Corps strongly disfavors any advance payments. When advance payments are required they should be justified by reference to Contractors start-up costs. Advance payments should be limited to no more than 10% of the total contract value, but may go up to 20% if the upfront costs justify it. In the event that an advance payment is required, insert the following language in this clause: Advance Payment: Within XXX days of Contract execution, Contractor will submit Mercy Corps an invoice for a one-time advance payment in the amount of xxx.]*

****Internal Guidance On Progress Payments:*** *When completing the invoicing and payment schedule, take particular care to ensure that the payment schedule corresponds to milestones in the project or specific deliverables, with payment amounts roughly corresponding with the level of cost and effort incurred by the Contractor during the invoiced period. Invoices should generally be scheduled to correspond with work that was already completed and inspected. However, as this is a fixed price or unit price contract, the invoicing schedule and amounts should not be based on the contractor’s actual expenses, as might be the case with a time and materials contract. When using progress payments including the following clause with blanks filled in: Progress Payments: Contractor will submit an invoice for payment every xxx days. Each invoice will be for xxx amount.*

**Internal guidance: If the contract is on a unit cost basis, where the overall cost is fixed and the component prices are fixed for individual sub deliverables, then progress payments should be tied to completion of the sub deliverables and in amounts equal to the completed sub deliverables. For a unit cost type arrangement use the following progress payment clause: Progress Payments: Contractor will submit an invoice for progress payment every xxx days. Progress payment invoices must only charge for deliverables (as defined in the Statement of Work) that were completed during the invoice period and in the amount specified for each deliverable in the Statement of Work.]*

iii. **Retention, Hold-Back and Final Invoice and Payment:** Mercy Corps will hold back [xxx] from each payment invoiced as retention to ensure full and final completion of the Work (“**Retention**”). Contractor will not invoice Mercy Corps for this amount until the Work has been fully completed and finally accepted by Mercy Corps. Mercy Corps will withhold this final payment for xxx days after final acceptance and receipt of the final invoice. If during this period Mercy Corps becomes aware of a breach of this Contract by Contractor, Mercy Corps will not be obligated to pay the Retention amount until such breach is corrected and after deducting any damages, including, if applicable, liquidated damages from the Retention amount.

[Internal Guidance on Retention Amounts: In general, Mercy Corps seeks to ensure that there is retention of at least 10% of the total contract value. For higher risk and larger value contracts retention should go up and in some cases should be the full 100%, meaning that we only pay when the final product is fully delivered. Consult xxx for further guidance on retention. Retention and payment in arrears are Mercy Corps primary means of ensuring full performance. We can rarely rely on enforcing contracts in court. Ensuring that we hold the money should generally be considered our only source of real leverage to ensure the work gets completed.]

2. **Is Subcontracting Allowed:** yes or no (circle one).

3. **Subcontractor Percentage Limit:** *[Internal Guidance: Mercy Corps’ default limit is 30%].*

4. Authorized Representatives and Contact Information:

Mercy Corps:

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

Attn: _____

Fax: _____
Email: _____

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

Attn: _____
Fax: _____
Email: _____

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

Attn: _____
Fax: _____
Email: _____

5. Contractor's Required Insurance Policies and Limits:

a. Commercial General Liability Insurance: Contractor is required to maintain contractor's liability insurance with a per occurrence policy limit of at least [xxx]. **[Internal Guidance on Selecting Policy Limits: Policy limits should be sufficient to cover Mercy Corps potential risks to 3rd parties, including contractor's employees, but should also be commensurate with the market where the contractor operates. In general, we would like to see policy limits of at least \$500,000 USD, in some cases up to \$10 Million or more].**

b. Workers Compensation Insurance: Contractor must maintain insurance sufficient to cover its workers for any on the job injuries and sufficient to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract. Contractor must also require that its subcontractors maintain adequate workers' compensation insurance.

d. Additional Insurance Required by Mercy Corps Donor: If applicable, see the Donor Terms for any additional donor mandated insurance requirements.

6. Bonds:

Prior to beginning work or issuing its first invoice, Contractor must provide Mercy Corps with the following bonds:

a. **Payment Bond:** payment bond in an amount equal to One Hundred Percent (100%) of the total contract value (“Payment Bond”) shall either be in the form supplied by Owner or shall be in such other form as approved by Owner.

b. **Performance Bond:** A performance bond in an amount equal to One Hundred Percent (100%) of the total contract value.

c. **Maintenance (or Warranty) Bond:** A maintenance or warranty bond in an amount equal to 5% of the total contract value and which will remain in effect for a period of at least two years after final acceptance and payment by Mercy Corps.

Payment, Performance and Maintenance Bonds must reference this Contract, and must allow Mercy Corps to draw against them in an appropriate amount as determined by the Mercy Corps using its sole discretion, when any damages to Mercy Corps or Owner results from the Contractor’s services pursuant to this Contract, or Contractor’s malfeasance, misfeasance, or breach of this Contract. The purpose of these bonds is to secure the performance of and the compliance with this Contract by and between the Contractor and Mercy Corps; the bond shall not be transferable.

7. Liquidated Damages:

Are liquidated damages applicable to the Contract? **Yes or No (circle one)**

If yes, liquidated damages will be calculated as follows: *[Internal Guidance: When developing a formula for calculating liquidated damages we should keep the damages to a level that will allow us to recoup losses and that will deeply encourage the contractor to perform on time. Liquidated damages are not penalties and should not be referred to or thought of as such (penalties are generally not enforceable in contracts)].*

8. Termination for Convenience Notice Period: _____ (the “Termination Notice Period”).

9. Donor Terms: *[If applicable, include the following statement here:* The Donor Terms set forth in **Schedule III** to the Contract are hereby incorporated in the Contract by reference.

SCHEDULE II

Statement of Work

Work and Statement of Work: In accordance with the terms of the Contract, Contractor agrees to perform the following work in the following manner.

a. Background: *[Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFQ/RFP.]*

b. Scope of Work: *[Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables. Substantial discretion should be given to the Contractor on how the deliverables are achieved. Therefore, this section should only specify steps without which the Contractor could not possibly produce acceptable deliverables.]*

c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section below:

i. Deliverable 1: *[Include a detailed description of the individual deliverable, the standard the work must be completed to, how it must be completed, etc. Deliverables should be as tightly defined as possible to ensure that we receive the intended value and so as to limit miscommunication and litigation. If this a unit cost, where the overall cost is fixed and the costs associated with each deliverable or sub deliverable is also fixed, including the deliverable or sub deliverable cost here too]]*

ii. Deliverable 2: *[add additional deliverables as needed].*

d. Specifications and Contract Documents: The Work will be completed in strict adherence to the specifications, including design specifications, engineering specifications, safety specifications, materials specifications and quantities, construction schedules and inspections schedules etc, in the following contract documents (“**Specifications**”):

[List the documents here. Ensure that all documents used as specifications are in final form and appended to the contract for later reference].

The term “**Work**” means all services and goods, including delivery of all deliverables, described in this clause, which is the statement of work (the “**SOW**”).

Performance Period: *[Include the start date and the date of completion of the services, along with the hard date of each deliverable if applicable.]*

Start Date: _____

Deliverable Date1 [Start date and completion date] [Internal Comment: start and completion dates can be stated as specific calendar days, e.g. Monday, April 3, 2017, or they can be the number of days after the date the Contract is last signed by the parties]:

Completion Date: _____

Deliverable Date 2: [Start and Completion date]

SCHEDULE III
Donor Terms
Other Contract Provisions Required by Law or MC's Donor

A: ECHO General Conditions

Liability/Indemnity

Under no circumstances nor for any reason whatsoever will the European Commission be held liable for damages as a result of the work pursuant to this Contract.

Right of Access/ Audit

- (a) The Contractor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.
 - (b) The Contractor will allow Mercy Corps or the European Commission (or any other organization authorized by the European Commission) access to the location where the Contractor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.
- #

Confidentiality

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

Conflict of Interest

- (a) The Contractor shall take all reasonable precautions to avoid any conflict of interests and shall inform MCS without delay of any situation constituting or likely to entail a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Anti-Corruption

The Parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting

or offering a bribe of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of MCS, confirming in writing that they have complied with this Clause number and provide any information reasonably requested in support of such compliance.

Mercy Corps recognizes that in complying with this Clause number, the Contractor is not expected to risk life, limb or freedom.

B: DFID requires certain clauses and provisions to be included in all contracts;

Liability/Indemnity

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

Right of Access/ Audit

Access – The Solicitor shall permit Mercy Corps, its donor, DFID (UK), and/or the UK’s National Audit Office and/or any of their duly authorized representatives, access to project sites and relevant records, including books, documents, papers (including in electronic format) for the purpose of monitoring, evaluation and audit. Such verification or audit may take place at any time during this Contract and up to seven years after final payment made under this Contract.

Anti-Corruption and Anti-Bribery

The parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Solicitor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery

Act 2010) and comply with the principles of Mercy Corps’ Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Solicitor becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this Section and provide any information reasonably requested in support of such compliance.

Cancelation of the contract

If any illegal or corrupt practices were or are committed in the award or execution of this Contract, including if any offer, gift, payment, contribution or benefit of any kind was accepted as an inducement or reward for the award or execution of this Contract, this Contract will be cancelled with immediate effect, in which case Mercy Corps will return to the Solicitor any items delivered and the Solicitor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed).

Confidentiality

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

Conflict of interest

The Solicitor shall take all reasonable precautions to avoid any conflict of interests and shall inform Mercy Corps without delay of any situation constituting or likely to entail a conflict of interests. There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Intellectual Property Rights

Mercy Corps shall be the owner of any product and/or copyrightable item that results from the performance of the Contract.

C: CHILD AND VULNERABLE ADULTS PROTECTION POLICY

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

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

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

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

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

Values and Principles in working with Children/Vulnerable Adults:

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

- At all times treat children/vulnerable adults with respect.
- Regard them positively and value them as individuals who have specific needs and rights and a particular contribution to make.

- Work with them in a spirit of co-operation and partnership based on mutual trust and respect; value their views and take them seriously
- Work with them in ways that enhance their inherent capacities and capabilities, and develop their potential
- Strive to understand them within the context in which they live.

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

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

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

Team members must never:

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

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

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

PREVENTION OF SEXUAL EXPLOITATION AND ABUSE POLICY

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

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

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

D: Other USAID Contract Provisions Required by Law

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

1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/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:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of this Contract;
 - (iii) Use forced labor in the performance of the Contract; or
 - (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

- b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging employees recruitment fees ; or
 - e. Providing or arranging housing that fails to meet the host country housing and safety standards. Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.
6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
7. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

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

Email: ig.hotline@usaid.gov

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

- 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.]

E: Other DOS Contract Provisions Required by Law

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

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, the US Department of State, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor's personnel for the purpose of interview and discussion related to such documents.
5. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate for the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Contractor does not promote, support, or advocate the legalization or practice of prostitution.
6. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or (iii) Use forced labor in the performance of the Contract.
7. The Contractor agrees to incorporate the terms of "Annex E" word-for-word in all of its subcontracts funded under this Contract, if any.

F: Other Contract Provisions Required by Law or European Union

MERCY CORPS has received funding from the European Union. MERCY CORPS, in accordance with the European Union regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

Liability/Indemnity

Under no circumstances nor for any reason whatsoever will the European Union be held liable for damages as a result of the work pursuant to this Contract.

Right of Access/ Audit

(c) The Vendor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.

(d) The Vendor will allow MERCY CORPS or the European Union (or any other organisation authorised by the European Union) access to the location where the Vendor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the

project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

Confidentiality

The Vendor acknowledges that MERCY CORPS has reporting obligations to the European Union. Accordingly, the Vendor consents to MERCY CORPS sharing information about the Vendor or the Services with the European Union as required.

Anti-corruption

The Parties recognize that MERCY CORPS has a zero tolerance approach to bribery and corruption. The Vendor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of MERCY CORPS' Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe or facilitation payment; and (b) reporting immediately to MERCY CORPS any bribery issues which the Vendor becomes aware of during this Contract; and, at the reasonable request of MERCY CORPS, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

MERCY CORPS recognizes that in complying with this Clause, the Vendor is not expected to risk life, limb or freedom.

Visibility

Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein should not be taken, in any way, to reflect the official opinion of the European Union.

Principal of Ethical Procurement

The Vendor acknowledges that MERCY CORPS must comply with the European Union’s principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labour, and the respect of basic social rights and working conditions based on international labour standards.

Payment/ Service Fee

Payment will be made to [Contractor’s] bank account:

Account No.	
Account Name	
Bank Name	
Bank Address	
TIN	

Intellectual Property Rights

Clause 4 should state: Mercy Corps shall be the owner of any [product] [copyrightable item] [patentable item] that results from the performance of the Contract.

If a different Clause is included and MCS does not own the product/items add the following wording:

“The Contractor grants the right to MCS and the European Commission to use freely and as it sees fit all documents produced under this Contract, whatever their form or medium.”

G: Other USDA Contract Provisions Required by Law

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

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government-funded project.

4. Mercy Corps, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor’s personnel for the purpose of interview and discussion related to such documents.
5. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or (iii) Use forced labor in the performance of the Contract.
6. The Contractor agrees to incorporate the terms of “Donors” word-for-word in all of its subcontracts funded under this Contract, if any.

H: Reporting of currency and cash-based transactions required under Nigerian laws.

1. The special control unit against money laundering (SCUML) as well as the Federal Ministry of Industry, trade and investment, in line with the provision of the “Money Laundering (Prohibition) Act (TPA)” 2011 (as amended) and Federal Ministry of Industry, Trade and Investment (designation of Non-Financial institutions) 2013 and 2016 respectively, requires designated non-financial institutions to report all currency transactions of N5,000,000 and above, in case of an individual or N10,000,000 and above, in the case of a body corporate within seven (7) days from the date of transaction.
2. The laws also require designated non-financial institutions to report all cash-based transactions in excess of \$1,000 or its equivalent within seven (7) days to SCUML through its online platform.
3. Accordingly, Mercy Corps, being a registered and designated non-financial institution, in compliance with the above requirements in clauses a and b of this document is obliged to report all transactions 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 unconditional access to his bank account(s), account books and daily ledger with regard to 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)	
Name(s) of Board of Directors	
Name(s) of Company Owner(s)	

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Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

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

Product/Service Information

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

References

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

Project Completion time

If you are awarded this contract, how many days will it take you to mobilize, commence works, complete and handover the entire works to MC (calendar days)	
--	--

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 donor's funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.

Tender Package — Request for Bid (RFB)



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: _____

Tender Package — Request for Bid (RFB)



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 and supplier information form	
Provide Organizational Profile, showing relevant experience in waterpoint 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* _____

Attachment 2 – Price offer sheet

BOQ FOR THE REHABILITATION OF BOREHOLE LOCATED AT ZARNA LAWAN DOLE_DAMATURU					
S/N	Description	Quantity	Unit	Rate (NGN)	Total (NGN)
A	Solar Installation, Panels, and its rack				
1	Initial mobilization and final demobilization of equipment, labor and material for contractors' base office site	1.00	LS		
2	Provide and fix 50x50x4mm angle iron as panel rack	70.44	m		
3	Provide and fix 1.5x1.5x2mm angle iron panel protector of 6" length at the 4 corners of each panel	4.80	m		
4	Supply and installation of Grundfos SQ Flex 2.5-2N	1.00	Nr		
5	Supply and installation of Grundfos CU200 control unit	1.00	Nr		
6	Supply and installation of solar panel 260-Watt mono	8.00	Module		
7	Supply and installation of SQ cable 3x4mm	80.00	m		
8	Supply and installation of 4ft pure copper earth rod	1.00	Nr		
9	Supply and installation of Earth Rod cable 1x16mm	1.00	Nr		
10	Supply and installation of 10mm Marine safety rope	50.00	Nr		
11	Supply and installation of Indian riser pipes 1 1/4 3.04m	10.00	Nr		
12	Supply and Installation of top adaptor stainless steel 1 1/4	1.00	Nr		
13	Supply and Installation of Grundfos Lo50 switch	1.00	Nr		
	Subtotal				
B	Construction of One Fetching Point & Soak pit				
	<i>Preliminary works</i>				
1	Initial mobilization and final demobilization of equipment, labor and material for contractors' base office site	1	m ²		
	<i>Secondary Network Distribution</i>				

Tender Package — Request for Bid (RFB)



1	GI 1 ¹ / ₄ " pipe of 6m length	3	Nr		
2	GI 1 ¹ / ₄ "- 1" Tee connector	5	Nr		
3	GI 1 ¹ / ₄ "- 1" 90-degree elbow	1	Nr		
4	GI 1" Pipe	7	Nr		
5	GI reducer 1 ¹ / ₄ " x ³ / ₄ "	6	Nr		
6	GI faucet high quality tap head	6	Nr		
7	Gi elbow 1" - 3/4"	6	Nr		
8	Teflon tape (thread tape)	5	Nr		
9	2' Gi Socket	3	Nr		
10	GI pipe 2" of 6m length	4	Nr		
11	PVC pipe 1" x 1/4" (10 bars) 6m length	2	Nr		
12	Trench on natural soil not less than 0.6m for pipe laying	1.8	m ³		
13	2" - 1 ¹ / ₄ " GI reducer	1	Nr		
Concrete Work- Water Point					
1	Excavation	2.8	m ³		
2	Foundation in two courses of 9" sandcrete blocks	150	Nr		
3	Concrete blinding (ratio 1:2:4) 50mm thickness	1.5	m ³		
4	Plastering/ Rendering of surface/Flooring mix ratio (1:4) 20mm thickness	0.45	m ³		
Soak pit					
1	Excavation	9.5	m ³		
2	Blinding in excavated pit ratio (1:5) 50mm thickness	0.18	m ³		
3	Pit lining with 9" sandcrete blocks	150	Nr		
4	Backfill and compact	1.2	m ³		
5	UPVC pipe 4"	2	Nr		

Tender Package — Request for Bid (RFB)



6	4" PVC Union	1	Nr		
7	PVC elbow 4' 90 degree	1	Nr		
8	PVC pipe 2" (10 bar) 6m length	6	Nr		
9	Precast concrete service slab (400x400x75mm)	0.12	m ³		
10	Precast concrete service slab (1500x1500x100mm)	0.225	m ³		
11	Anchor for service slab (quarter rod)	2	Nr		
12	2"x3" hard sawn wood for formwork	10	m		
13	Plastering for surfaces above ground level 50mm thick (ratio 1:4)	0.18	m ³		
14	GI Barbed Wire, Fencing Barbed wire (30m)	1	LS		
Subtotal					
C	Perimeter Fence for the surrounding				
1	Excavate trench not exceeding (0.6x0.6x26m meter perimeter) to receive block work as foundation	9.36	m ³		
2	Excavate pit for GI steel pipes not exceeding (1.2x0.6x0.3m)	3.65	m ³		
3	Backfill and ram foundation spread and remove surplus excavated materials	16.38	m ³		
4	Plain in-situ concrete of mix ratio 1:4 in foundation blinding (0.6x0.1x26m)	2.37	m ³		
5	9" Hollow sandcrete block work bedded and jointed in cement and sand mortar (mix 1:6) as foundations lining (0.225x0.675x26m)	17.59	m ²		
6	3" GI pipes as primary columns/supports spaced at max 2500mm c/c	14.00	Nr		
8	Provide and fix 2"x2" angle iron (horizontally) to the top, middle and the bottom of the perimeter fencing as bracing member welded to the pole	14.00	Nr		
9	Apply Red oxide as in two layers to protect the steel column from corrosion.	1.00	LS		
10	Apply two coats of aluminium paint to all the surfaces of the constructed frame	1.00	LS		
11	Provide square wire mesh fixed to the GI pipes at 1.8m high from the top of the laid foundation block wall (1.8x26m perimeter)	46.8	m ²		

Tender Package — Request for Bid (RFB)



12	Purpose made steel door with accessories fixed to provide entry and exit 1200mm	1	LS		
13	Sand cement plastering/rendering of 25mm thick, finished smooth: To internal & external fence walls.	2.21	m ³		
Subtotal					
SUMMARY					
S/N	Description				Total (NGN)
A	Solar Installation, Panels, and its rack				
B	Construction of One Fetching Point & Soak pit				
C	Perimeter Fence for the Surrounding				
D	Haulage				
GRAND TOTAL					

BOQ FOR THE REHABILITATION OF BOREHOLE LOCATED AT BAYAN MAKARBATA DAMATURU					
S/N	Description	Quantity	Unit	Rate (NGN)	Total (NGN)
A	Solar Installation, Panels, and its rack				
1	Initial mobilization and final demobilization of equipment, labor and material for contractors' base office site	1.00	LS		
2	Provide and fix 50x50x4mm angle iron as panel rack	70.44	m		
3	Provide and fix 1.5x1.5x2mm angle iron panel protector of 6" length at the 4 corners of each panel	4.80	m		
4	Supply and installation of Grundfos SQ Flex 2.5-2N	1.00	Nr		
5	Supply and installation of Grundfos CU200 control unit	1.00	Nr		
6	Supply and installation of solar panel 260-Watt mono	8.00	Module		
7	Supply and installation of SQ cable 3x4mm	80.00	m		
8	Supply and installation of 4ft pure copper earth rod	1.00	Nr		

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9	Supply and installation of Earth Rod cable 1x16mm	1.00	Nr		
10	Supply and installation of 10mm Marine safety rope	50.00	Nr		
11	Supply and installation of Indian riser pipes 1 1/4 3.04m	10.00	Nr		
12	Supply and Installation of top adaptor stainless steel 1 1/4	1.00	Nr		
13	Supply and Installation of Grundfos Lo50 switch	1.00	Nr		
Subtotal					
B	Construction of One Fetching Point & Soak pit				
<i>Preliminary works</i>					
1	Initial mobilization and final demobilization of equipment, labor and material for contractors' base office site	1	m ²		
<i>Secondary Network Distribution</i>					
1	GI 1 1/4" pipe of 6m length	3	Nr		
2	GI 1 1/4" - 1" Tee connector	5	Nr		
3	GI 1 1/4" - 1" 90-degree elbow	1	Nr		
4	GI 1" Pipe	7	Nr		
5	GI reducer 1 1/4" x 3/4"	6	Nr		
6	GI faucet high quality tap head	6	Nr		
7	Gi elbow 1" - 3/4"	6	Nr		
8	Teflon tape (thread tape)	5	Nr		
9	2' Gi Socket	3	Nr		
10	GI pipe 2" of 6m length	4	Nr		
11	PVC pipe 1" x 1/4" (10 bars) 6m length	2	Nr		
12	Trench on natural soil not less than 0.6m for pipe laying	1.8	m ³		
13	2" - 1 1/4" GI reducer	1	Nr		

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Concrete Work- Water Point					
1	Excavation	2.8	m ³		
2	Foundation in two courses of 9" sandcretes blocks	150	Nr		
3	Concrete blinding (ratio 1:2:4) 50mm thickness	1.5	m ³		
4	Plastering/ Rendering of surface/Flooring mix ratio (1:4) 20mm thickness	0.45	m ³		
Soak pit					
1	Excavation	9.5	m ³		
2	Blinding in excavated pit ratio (1:5) 50mm thickness	0.18	m ³		
3	Pit lining with 9" sandcretes blocks	150	Nr		
4	Backfill and compact	1.2	m ³		
5	UPVC pipe 4"	2	Nr		
6	4" PVC Union	1	Nr		
7	PVC elbow 4' 90 degree	1	Nr		
8	PVC pipe 2" (10 bar) 6m length	6	Nr		
9	Precast concrete service slab (400x400x75mm)	0.12	m ³		
10	Precast concrete service slab (1500x1500x100mm)	0.225	m ³		
11	Anchor for service slab (quarter rod)	2	Nr		
12	2"x3" hard sawn wood for formwork	10	m		
13	Plastering for surfaces above ground level 50mm thick (ratio 1:4)	0.18	m ³		
Subtotal					
C	Perimeter Fence for the surrounding				
1	Excavate trench not exceeding (0.6x0.6x23.8m meter perimeter) to receive block work as foundation	8.57	m ³		
2	Excavate pit for GI steel pipes not exceeding (1.2x0.6x0.3m)	3.00	m ³		
3	Backfill and ram foundation spread and remove surplus excavated materials	15.00	m ³		

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4	Plain in-situ concrete of mix ratio 1:4 in foundation blinding (0.6x0.1x23.8m)	2.17	m ³		
5	9" Hollow sandcretes block work bedded and jointed in cement and sand mortar (mix 1:6) as foundations lining (0.225x0.675x23.8m)	16.10	m ²		
6	3" GI pipes as primary columns/supports spaced at max 2500mm c/c	12.00	Nr		
8	Provide and fix 2"x2" angle iron (horizontally) to the top, middle and the bottom of the perimeter fencing as bracing member welded to the pole	12.00	Nr		
9	Apply Red oxide as in two layers to protect the steel column from corrosion.	1.00	LS		
10	Apply two coats of aluminium paint to all the surfaces of the constructed frame	1.00	LS		
11	Provide square wire mesh fixed to the GI pipes at 1.8m high from the top of the laid foundation block wall (1.8x23.8m perimeter)	42.84	m ²		
12	Purpose made steel door with accessories fixed to provide entry and exit 1200mm	1	LS		
13	Sand cement plastering/rendering of 25mm thick, finished smooth: To internal & external fence walls.	2.02	m ³		
14	GI Barbed Wire, Fencing Barbed wire (30m)	1	LS		
Subtotal					
SUMMARY					
S/N	Description				Total (NGN)
A	Solar Installation, Panels and its rack				
B	Construction of One Fetching Point & Soak pit				
C	Perimeter Fence for the surrounding				
D	Haulage				
GRAND TOTAL					

BoQ for Construction of 6m Elevated Steel Stanchion to support 20 cubic meters of PVC Water Storage Tank

S/N	Description/Specification	Unit	Qty	Rate (NGN)	Amount (NGN)
A	Initial mobilization and final demobilization of equipment, labour, and materials for contractors' base office to site	LS	1.00		

Tender Package — Request for Bid (RFB)



	Sub total				
B	Sub-Structure (All Provisional)				
	Mobilization and Earth works				
	Excavation for foundation to the depth of 1800mm and cart away	m3	12.50		
	Backfill selected excavated material; well consolidated in 150mm	m3	10.36		
	Sub total				
	Installation and casting of foundation: Reinforced in situ concrete (1:2:4 - 20mm aggregate) poured into and vibrated in formwork around reinforcement				
	Supply material prepare and placed concrete grade 15/19mm aggregate as blinding layers, 300mm thickness with mix ratio 1:2:4	m3	2.19		
	Supply material prepare and cast reinforced insitu concrete grade 20/19mm aggregate for column base with mix ratio of 1:2:4 and Y16 bar @ 150mm c/c T/B. Price includes steel reinforcement and formwork. Refer to technical specification for more details in foundation footings.	m3	2.70		
	Supply material prepare and cast reinforced insitu concrete grade 20/19 aggregate for column with mix ratio 1:2:4 Y16 bar. Links for column R6 150mm c/c. Price includes steel reinforcement and formwork. Refer to technical specification for more details in foundation footings.	m3	0.86		
	Install a set of diameter 16mm anchor bolts (6pcs) and metal plate (Size; 350*350mm and 10mm thick) accurately in position for steel tower column complete with all necessary accessories.	Set	6.00		
	Sub total				
C	Super Structure (Steel Work)				
	Elevated steel Tower welded, bolted, and grinded joints, including painting to engines detailed design and specifications				

	Fabrication and mounting of steel member for water tower. Refer and follow technical specification, manufacturer's instructions, site instructions, approved scope of work and working drawings	L/S	1.00		
Installation of platforms, ladders, staircase, level indicator, handrails and piping as per drawings. Refer and follow technical specification and approved scope of work					
	Provide a protected walkway around the tanks as per specification	L/S	1.00		
	Install a ladder to the walkway station as per specification	L/S	1.00		
Sub total					
Plumbing works, connect water tanks to fetching points following approved work method and working drawings					
	Supply and install 20,000 (4 x 5000 liters capacity) PVC GeePee tank with all fittings and accessories	Set	1.00		
Sub total					
Grand Total (NGN)					

BoQ for Construction of One fetching Point and Soak Pit at Mamudo

S/N	Description/Description	Unit	Qty	Rate (NGN)	Amount (NGN)
A	Preliminary Work				
	Mobilization and site clearing of site	m2	1.00		
Total section A carried to Summary					
B	Secondary Network Distribution				
	GI 1 1/4 " pipe 6m length	Pcs	3.00		
	GI 1 1/4 " - 1" Tee connector	Pcs	5.00		
	GI 1 1/4 " - 1" 90-degree elbow	Pcs	1.00		
	GI 1" Pipe	M	7.00		
	GI reducer 1 1/4 " X 3/4"	Pcs	6.00		

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	GI faucet 3/4" high quality tap heads	Pcs	6.00		
	GI elbow 1" - 3/4"	Pcs	6.00		
	Teflon tape (thread tape)	Pcs	5.00		
	2" GI socket	Pcs	3.00		
	GI pipe 2" 6m length	Pcs	4.00		
	PVC pipe 2" (10 bars) 6m length	Pcs	2.00		
	PVC pipe 1" x 1/4" (10 bars) 6m length	Pcs	2.00		
	Trench on natural soil not less than 0.6m for pipe laying	m ³	1.80		
	2" - 1 1/4" GI reducer	Pcs	1.00		
	Total section B carried to Summary				
C	Concrete Work-Water Point				
	Excavation	m ³	2.80		
	Foundation in two courses of 9" sandcretes block	Pcs	150.00		
	Concrete blinding (ratio 1:2:4) 50mm thickness	m ³	1.50		
	Plastering/ Rendering of surface/ flooring (ratio 1:4) 20mm thickness	m ³	0.45		
	Total section C carried to Summary				
D	Soak Pit				
	Excavation	m ³	9.50		
	Blinding in excavated pit (ratio 1:5) 50mm thickness	m ³	0.18		
	Pit lining with 9" sandcrete blocks	Pcs	150.00		
	Backfill and compact	m ³	1.20		
	UPVC pipe 4"	Pcs	2.00		
	4" PVC Union	Pcs	1.00		
	PVC Elbow 4" 90 degree	Pcs	1.00		
	PVC pipe 2" (10bars) 6m length	Pcs	6.00		
	Precast concrete service slab (400 x 400 x 75mm)	m ³	0.12		
	Precast concrete service slab (1500 x 1500 x 100mm)	m ³	0.23		

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	Anchor for service slab (quarter rod)	Pcs	2.00		
	2" x 3" Hard sawn wood for formwork	M	10.00		
	Plastering of surfaces above ground 50mm thick (ratio 1:4)	m ³	0.18		
	Total section D carried to Summary				
	SECTION SUMMARY				
	Section A: PRELIMINARY WORK				
	Section B: SECONDARY NETWORK DISTRIBUTION				
	Section C: CONCRETE WORK- WATER POINT				
	Section D: SOAK PIT				
	GRAND TOTAL				

BOQ FOR SOLAR INSTALLATION AT WATER POINT LOCATED AT MAMUDO – POTISKUM LGA					
S/N	Description/Specifications	Unit	Qty	Rate (NGN)	Total (NGN)
A	Solar Installation, Panels and its rack				
1	Initial mobilization and final demobilization of equipment, labor and material for contractors' base office site	LS	1.00		
2	Provide and fix 50x50x4mm angle iron as panel rack	m	70.44		
3	Provide and fix 1.5x1.5x2mm angle iron panel protector of 6" length at the 4 corners of each panel	m	4.80		
4	Supply and installation of Grundfos SQ Flex 2.5-2N	Nr	1.00		
5	Supply and installation of Grundfos CU200 control unit	Nr	1.00		
6	Supply and installation of solar panel 260 Watt mono	Module	8.00		
7	Supply and installation of SQ cable 3x4mm	m	80.00		

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8	Supply and installation of 4ft pure copper earth rod	Nr	1.00		
9	Supply and installation of Earth Rod cable 1x16mm	Nr	1.00		
10	Supply and installation of 10mm Marine safety rope	Nr	50.00		
11	Supply and installation of Indian riser pipes 1 1/4 3.04m	Nr	10.00		
12	Supply and Installation of top adaptor stainless steel 1 1/4	Nr	1.00		
13	Supply and Installation of Grundfos Lo50 switch	Nr	1.00		
Subtotal					
Overall Total					

Bill of Quantities - Foundation Footings for Elevated Water Tank and Reinstallation of Stanchion					
S/N	Description/Specification	Unit	Qty	Rate (NGN)	Amount (NGN)
A	Earth Work				
	<u>Alteration Work</u>				
	Allow a provisional sum for alteration work	Sum	1		
	<u>ALTERATION WORK</u>				
	<u>CARRIED TO SUMMARY</u>				
	<u>EXCAVATION AND EARTHWORK</u>				
A	Excavate 800mmx800mmx1000mm for pad footings	m ³	2.3		
	<u>EXCAVATION AND EARTHWORK</u>				
	<u>CARRIED TO SUMMARY</u>				
	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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	<u>CONCRETE WORK</u>				
	<u>(600mmx600mmx1000)mm vibrated reinforced insitu concrete (1:2:4/20mm aggregate) in foundation pad footings:</u>				
	Pad footing	m ³	1.30		
	<u>REINFORCEMENT</u>				
	<u>High tensile deformed bar reinforcement to BS4449 in foundation column (provisional)</u>				
	16mm diameter bars with threaded end	m	16.00		
	<u>Mild steel reinforcement bent in stirrups foundation columns:</u>				
	10mm diameter bar	m	222.00		
	TO COLLECTION (A)				
	<u>FORM WORK</u>				
	<u>Sawn formwork to:</u>				
	Vertical sides of columns	m ²	7.40		
	TO COLLECTION (B)				
	COLLECTION				
	(A)				
	(B)				
	<u>CONCRETE WORK</u>				
	<u>CARRIED TO SUMMARY</u>				
	<u>METAL WORK</u>				
	<u>Provide and fix base plate 400mmx400mm with 4no holes (not less than 10mm thick)</u>				
	- Base plate	NR	4.00		
	<u>METAL WORK</u>				
	<u>CARRIED TO SUMMARY</u>				
SUMMARY					

Tender Package — Request for Bid (RFB)



	DESCRIPTION				AMOUNT
	DEMOLITION AND ALTERATION WORK				
	CONCRETE WORK				
	METAL WORK				
	SUB – TOTAL				
	ADD				
	HAULAGE AND CONTINGENCIES				
	TOTAL A				
Construction of Overhead Steel Tank Stand for 10,000 Litres GP Tank					
B	SUPPLY AND INSTALLATION OF 10M³ OVERHEAD TANK				
	DESCRIPTION	Unit	Qty	Rate	Amount
	Supply and Installation of 2 No. 5 cubic meters black PVC tank installed on a 6 meters above the ground steel stanchion with 32mm outlet pipe, gate valves, water gauge and float valves at the water source. Provide for disinfection of the tanks after installation. Also provide a 2.5 HP pump. Provide steel name plate branded with Mercy Corps and EU logos.	No	1		
	CONSTRUCTION OF TAP STANDS AND SOAK PIT	Unit	Qty		
	Provide for water distribution network 1 tapstands with 6 taps each complete with concrete slabs and soak pit according to specification.	No	1		
	TOTAL B				
	GRAND TOTAL				