

# Tender Package — Request for Proposal (RFP)



## 1. Invitation to Tender

<b>Tender Name:</b> Construction of Toilets in New Market, Government Secondary School and Jafi Primary School Kwaya Kusar LGA	<b>Tender No:</b> NIG/YOL/TEN10
<b>Location:</b> Biu	Correspondence Language(s): English
<b>Brief Summary Description of Project:</b> <p>The Small-Town Water, Sanitation, and Hygiene (STWASH) Activity is a five-year, initiative funded by the United States Agency for International Development (USAID), covering the states of Adamawa, Yobe, and Borno in North East Nigeria. The Activity is to support the sustainable improvements in access to basic water and sanitation that are necessary to facilitate ongoing recovery, peacebuilding, and economic development across the region.</p> <p>The goal of the program is to facilitate the economic recovery of some crisis-affected communities and bolster the capacity of the state governments in providing essential WASH services and creating and sustaining enabling environments for Small Towns Water Supply and Sanitation Agencies (STWSSAs) and Water Consumers Associations (WCAs) to operate effectively.</p> <p>The program has two broad components; expanded access to water and for sanitation facilities and strengthening capacity for small town water governance.</p>	

<b>Tender Package Available from:</b> (6th / July / 2021)	<b>Tender Package Pickup Location:</b> <b>Tenders are available to download from:</b> <a href="https://www.mcnigeria.com/tenders/">https://www.mcnigeria.com/tenders/</a>
<b>Deadline for Offer Submission:</b> (19th / July / 2021; 5:pm)	<b>Submit Offers to:</b> <b>For Hard Copy Submission:</b> Proposal Subject: “NIG/YOL/TEN10: Construction of Toilets in New Market, Government Secondary School nad Jafi Primary School Kwaya Kusar LGA Borno State <a href="#">at Mercy Corps Office, No 10A, Suntai Road, Karewa extension, Jimeta Yola, Adamawa state.</a> <b>For e-submissions email offer to:</b> <a href="mailto:tenders@mercycorps.org">tenders@mercycorps.org</a>

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

<b>Questions and Answers (Q&amp;A)</b>
If any, Submit Questions in writing to: <a href="mailto:qa-ng-tenders@mercycorps.org">qa-ng-tenders@mercycorps.org</a>

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Last Day for Questions: (14 <sup>th</sup> / July / 2021; 12:00 noon)	Questions will be answered by: (15 <sup>th</sup> / July / 2021; 12:00 noon)
Questions will be answered through: <a href="https://www.mcnigeria.com/tenders">https://www.mcnigeria.com/tenders</a>	

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

## 2. General Conditions for Tender

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

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

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities  
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts  
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information  
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy

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Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.

- *Collusion between/among offerors*

Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

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

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choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.

- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

## 2.3 Supplier Eligibility

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

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

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

## 2.4 Response Documents

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

## 2.5 Acceptance of Successful Response

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

## 2.6 Certification Regarding Terrorism

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

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or support to such parties.

## 3. Criteria & Submittals

### 3.1 Contract Terms

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

### 3.2 Specific Eligibility Criteria

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

Eligibility Criteria:

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

### 3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary 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

#### Documents to conduct the Technical Evaluation and additional Due Diligence:

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

#### Price Offer:

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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:      **NGN**     

Payments will be made in:      **NGN**     

## 3.5 Tender Evaluation (Trade-Off Selection Method)

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

Evaluations will be conducted as described in the following subsections:

### 3.5.1 Scoring Evaluation

#### *Trade-Off Method*

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

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

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

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

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Point	Rationale
0	Not acceptable; has not met any part of the specified criteria
1-4	Has met only some minimum requirements and may not be acceptable
5	Acceptable
6-9	Acceptable; has met all requirements and exceeds some
10	Acceptable; has exceeded all requirements

Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)
Provide Organizational Profile, showing <b>relevant</b> experience in construction since inception of business operations.	10%		
Evidence of relevant projects successfully executed similar works (letter of award, contract documents, Purchase Orders, certificate of completion etc..) not more than 5 years	30%		
Completion time of the project with detailed work plan.	20%		
Evidence of financial capacity/banking support to execute the contract if successfully selected	10%		
CV's and qualification of key personnel	20%		
Letter stating acceptance of Mercy Corps payment terms of 100% payment after completion of project.	10%		
<b>TOTAL POSSIBLE SCORE:</b>	<b>100%</b>		

### 3.5.2 Additional Due Diligence

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

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



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## 4. Offer Form

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

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

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

### *Documents Comprising the Proposal*

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

- Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
  - A detailed specification of the offered goods, services and/or works (Proposal)
  - 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 proposal

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

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



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## 5. Scope of Work/Technical Specifications

### TECHNICAL SPECIFICATIONS

#### 1.1 General (Definitions)

In the Specifications (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

(a) “Specification” means this Specification together with the technical details given in the Scope of Works, the Bill of Quantities and, subject to the Engineer’s approval, specifications, and technical details.

(b) “Provided” and its derivatives means the complete design, delivery, installation, testing and commissioning of the works, inclusive of such ancillary services as inspection and witnessed testing at the places of manufacture, workshop and site painting, handling on site, site trials and of all such other services as are noted in the Specification or reasonably necessary for the safe, reliable and efficient completion of the Contract

(c) “Employer” means the -----

(d) “Engineer” means whosoever is duly assigned and empowered by the employer to act in that capacity.

The bidder is to visit and examine the site of works and its surroundings at his own expense and responsible for obtaining and assessing all information that may be necessary for preparing the bid and entering into a contract for executing the works for there is no special consideration for increased cost arising from site condition. The costs of visiting sites shall be at the bidder’s own expense.

#### 1.2 Scope of Contract

The Contract comprises: Construction of 6/4 compartments Pour flush toilet and ancillary Septic tank.

#### 1.3 Work Schedule

The Contractor on acceptance of the contracts shall be expected to submit a comprehensive work schedule which should fall within the agreed period of contract execution to Employer or the Engineer (appointed Supervising Consultant) for approval before mobilization of men, materials and equipment to site.

#### 1.4 Mobilization and Site take over

The Contractor shall mobilize to site within two weeks of signing the contract. This should include taking over site to commence necessary works. The contractor shall take over site in the presence of the Engineer, LGA WASH Department/ Unit and Community representatives. Site take over Form should be duly completed and signed (Appendix I).

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## 1.5 Project Sign Board

The contractor shall construct and install the Sign Board on the project site as specified (Appendix II).

## 1.6 Documentation to be provided

During the course of the Contract the Contractor shall furnish three copies of each of the following contract records to the Engineer.

- (a) Sub-orders for materials and services.
- (b) Day - day diary sheets recording of work executed on the Site.
- (c) Site log.
- (d) Monthly progress reports of work in hand under the Contract (including photographs of stages of construction)
- (e) Completion report (including photographs and GPS coordinate)

## 1.7 Testing and Inspection

The Contractor shall give notice in writing for the time, date and place of all impending tests so that the Engineer or his representative may be present to witness such tests. The contractor shall furnish test certificates in triplicate for all tests whether witnessed or not.

As and when the Engineer is satisfied that the material and components are in accordance with the Specification and have passed the prescribed tests, he will notify the Contractor in writing to that effect.

If after inspection or tests, the Engineer decides that the material or component concerned is defective or is not in accordance with the contract, he may reject it by giving to the Contractor, within a reasonable time, notice in writing of his decision and the grounds upon which it is based.

## 1.8 Tests on Completion

When the facility is completely erected on Site and ready for service, the Works shall be tested by the contractor and subjected to the prescribed tests in the presence of the Engineer to demonstrate that the facility is functioning satisfactorily under the approved system of operation and control and that the whole conforms to the Specifications.

## 1.9 Transport and Storage

The Contractor shall be responsible for the transportation, storage and security of all equipment and material delivered to the site and installed until the Issue of the Certificate of Completion.

## 1.10 Civil Works

### General

Under the supervision of the Employer/Engineer, latrines are to be sited in collaboration with the authority of the beneficiary institution/community. The Contractor shall be responsible for all excavation to the required depth as specified in the working drawings.

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The septic tank and soak-away should be sited at least 30m from any source of safe water supply and should always be down the gradient (i.e at lower level than the water source). The building should be positioned in a way that promotes adequate ventilation. The latrine if to be sited in floodplain areas where there is danger of flooding during raining season, adequate disaster consideration should be made.

Soil and water table conditions should be carefully investigated prior to selecting sites for the latrine.

Disturbance to vegetation and the surrounding area should be minimized as much as possible during pit excavation and latrine construction.

All inspection chambers and septic tank must be provided with a vent pipe.

## 1.10.1 Excavation and Filling

For excavation and Backfilling purpose, the contractor shall comply with the following:

- Assess the nature of the work and the materials to be excavated.
- Excavate pit and trenches to the required depth unless otherwise instructed. Obtain instructions if this is obtained at a lesser depth than shown on the drawings or is not obtained at the depth shown on the drawings, or if the formation contains soft or hard spots or highly variable material.
- Excavation formations are to be inspected and approved before new work is laid on them. Give 24 hours written notice of when excavations will be ready for inspection. Place concrete or other fill as soon as possible after inspection.
- Excavation works are to be manually accomplished. Mechanical excavation, results in higher costs and vibration of earth; which are not desirable for this work. Shovels and hand diggers are therefore of choice; using unskilled labour which is readily available in the community.
- Backfilling and compaction should be done in layers, 150mm or as directed by the engineer.
- In submerged or flooded area, the site is to be dewatered before placing of concrete.
- Anti-termite shall be applied on the surfaces of excavation immediately after excavation before any work is commenced.
- All unused excavated materials must be removed from the construction site.

## 1.10.2 Concrete Work

Cast in-situ and precast reinforced concrete slabs are to be used in this project. Good quality concrete slabs require clean and well graded aggregates. It is necessary to ensure the quality of the Cement, Sand, stone, water and reinforcements meet the recommended standards. The construction materials to be used are to be inspected and certified to be of recommended quality by the Employer/Engineer.

The upper surface of the concrete after compaction shall be finished with 1.1 cement- sand mixture to leave the surface smooth.

All reinforced concrete slabs shall be 100mm thick unless instructed otherwise.

Designs are in mandatory professional compliance of BS8110; Regulating structural use of concrete.

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Design mixes are as regulated in the Building Regulations 1985.

Mechanical mixing is usually obtainable at higher costs. It is therefore not desirable within the scope of this work. The volume of concrete works here are minor. Shovels, head pans, wheelbarrows, are therefore of choice using semi-skilled and skilled manpower; but concrete and mortar mixing must be done as directed by the engineer.

## **1.10.2.1 Concrete Mix**

Concrete mix ratios –1:2: 4

For mortar, the mix ratio shall be from 1:6 to 1:4 for block laying and chucking as approved by the engineer, 1:4 for plastering and 1:1 for surfacing.

The recommended concrete mix for reinforced concrete shall be 1:2:4 while the mix for other concrete works should be same unless otherwise is stated.

## **1.10.2.2 Concreting**

### **A. Preparation of Surfaces**

The contractor is to prepare a platform with concrete on which all concrete mixing is to be done. Concrete should not be mixed on sand or grass surface.

At the time of placing, ensure that surfaces on which concrete is to be placed are clean with no debris, oil or free water. Dewatering (for floodplain areas) is of paramount important to achieve good concrete work.

Before arranging the formworks for casting of precast concrete, thin plastic sheet or clean sheet of paper (the cement bags paper could be used) should be spread on a stiff, level and smooth platform. Casting of concrete (reinforced or plain) on the bare floor would not be accepted.

### **B Formwork for In Situ and precast Concrete**

Generally provide formwork to produce finished concrete work to required dimensions and finishes. During Concrete Placing, secure wedges and other adjusting devices against movement and maintain watching to ensure no movement occurs.

### **C. Adverse Weather**

Do not place concrete during rain or strong dust storm or during inclement weather condition.

## **1.10.2.3 Placing and Compacting Concrete**

A high degree of compaction without segregation should be ensured by providing suitable workability and by employing appropriate placing and compacting equipment and procedures. Full compaction is particularly important in the vicinity of construction and of embedded reinforcement (see BS 8110 Part 1 sections **6.2.9** and **6.2.10**) and against previously placed, unhardened concrete.

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All concrete for slab, after placing in formworks, shall be thoroughly compacted so that its surface is smooth, dense, even and free from cavities.

All placing and compacting should be carried out under suitable supervision and as soon after mixing as is practicable. Delays in placing may be permitted provided that the concrete can still be placed and fully compacted without the addition of further water except as permitted by 4.10 of BS 5328-3:1990.

Only the volume of concrete needed for a particular stage of work shall be mixed and must be controlled by the labour force available; all mixed concrete must be placed within 35 minutes of mixing.

## 1.10.2.4 Curing and Protection

As soon as concrete has set or immediately after striking formwork cover surfaces of concrete as specified. Curing and protection should start immediately after the compaction of the concrete to protect it from:

- (a) Premature drying out, particularly by solar radiation and wind;
- (b) Leaching out by rain and flowing water;
- (c) Rapid cooling during the first few days after placing;
- (d) High internal thermal gradients;
- (e) Low temperature or frost;
- (f) Vibration and impact which may disrupt the concrete and interfere with its bond to the reinforcement.

Keep surfaces of concrete continuously covered for not less than 7 days using one of the following methods:

- Retaining forms in position
- Impervious sheet materials
- Absorbent materials, kept damp
- Application of curing compound.

When covering with sheet materials ensure edges are secured throughout specified curing period to prevent draughts passing over surfaces or concrete.

Concrete cures in three stages: initial setting after casting, which takes between 45 minutes to eight hours; final setting, for 7 to 14 days; and hardening, which takes up to 28 days. At a minimum, keep the precast slabs in one place while curing for the final setting period and only move them after the fourteenth day. It is recommended that the slabs be left for 28 days before laying on the pit, although it can be done after 14 days.

## Water Retaining Structures (Septic tank, inspection chambers)

These structures are to be made with solid blocks or hollow blocks FILLED SOLID with concrete. The plastering should be of thick gauge (greater than 12.5mm) to make them water tight. The septic tank should be primed after construction.

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## 1.11 Materials

### A. Cement

Ordinary Portland cement shall be used for the construction. Any cement that does not comply with the specification or has deteriorated as a result of dampness or any other cause shall not be used in the works. Cements that satisfy the requirements for Portland cement, are commonly available nationwide, hence of choice. In the case of unfavourable or infested ground condition, special types of cement shall be used as directed by the engineer. For finishing purposes, coloured cement shall be used as directed by the engineer.

### B. Aggregates

The coarse aggregates typically produced by mining a suitable rock deposit and breaking the removed rock down to the desired size using crushers shall be used. It is distinct from gravel which is produced by natural processes of weathering and erosion, and typically has a more rounded shape and is clean and free of clay. Crushed stone or granite or any other engineer approved aggregate shall be used for the construction. The size of the coarse aggregates should be 10 to 20mm diameter. Both smooth and sharp sand would be required (depending on the stage where they are to be deployed) and should be free of clay and debris.

### C. Steel Reinforcement

All steel reinforcement for the casting of all reinforced concrete work shall be hot rolled high yield deformed bars and 12mm diameter in size unless instructed otherwise. In case of any lapping, the lap length should be at least 600mm. The steel shall be kept clean and free from loose rust, oil, grease, earth, paint or any material which may impair the bond between the concrete and the reinforcement or which may cause corrosion of the reinforcement or deterioration of the concrete. The Employer/Engineer shall inspect the reinforcement before casting of concrete.

*Note: There is no separate provision for pricing of reinforcements rather their prices are factored in when pricing for any reinforced concrete member.*

## 1.12 Block work

Blocks should be at least 28 days old before they are used for construction.

All blocks to be used for load bearing walls should have average compressive strength of  $3.45\text{N/mm}^2$  and the ones for non-load bearing walls should be  $2.5\text{N/mm}^2$ .

The web of the hollow blocks should be at least 50mm.

225mm x 225mm x 450mm (9" x 9" x 18") blocks shall be used for the construction of all substructure while 150mm x 225mm x 450mm (6" x 9" x 18") blocks are to be used for construction of superstructure. All substructure walls must be filled with weak concrete unless otherwise is stated.

Construct walling with all materials fully bonded or tied together to ensure compliance with design requirements for stability, strength, fire resistance and thermal as relevant.

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Lay blocks on full bed or mortar with joints filled to consistent thickness of not more than 12mm.

Submit samples of each type of block and obtain approval from the Employer/Engineer before placing orders.

Provide coping 250mm wide and 50mm thick with spikes on top of all exposed walls as approved by the engineer

Storing – stack blocks so that they are stable and clear of the ground. Protect from inclement weather.

## **1.13 Water**

The water used for mixing and curing should be clean and free from injurious quantities of alkalis, acid, oils, salt, sugar, organic materials, vegetable growth and other substances that may be deleterious to bricks, stone, concrete or steel. Potable water is generally considered satisfactory for mixing. The pH value of water should be not less than 6.

## **1.14 Roofing**

All timber used for permanent works shall be the best of its kind approved by the Engineer as suitable for the particular purpose, and it shall in all cases be thoroughly seasoned sound, dry, straight and free from sap, shakes, dead knots, dog marks or other defects, and shall be sawn into scantlings of the requisite dimensions not less than one month before use, and in the case of joinery not less than three months before use. Only unused timber shall be incorporated into the works.

All timber must be treated with Solignum or any other approved anti- termite solutions before installation.

In case of lapping or joining, all lap lengths must be at least 600mm.

Engineer approved 0.45mm aluminium roofing sheet shall be laid at 150mm and double lapping nailed to purlin.

## **1.15 Metal work and Joinery**

The work required under this section includes doors, rails etc. in building

The contractor shall supply all the, metal, paints and auxiliary materials required, shall install them in the required positions and paint them- all in accordance with the drawings, BOQ and specification, or as directed by the engineer.

Note: All metal works must be coated 3 times with anti-rust before finishing with gloss. In case of doors, they should be treated with anti – rust before hanging in place.



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## 1.16 Plumbing and accessories

The contractor shall prepare and submit to the engineer drawing showing the general arrangement of all piping for approval, before ordering for the materials.

All plumbing works should be conduit.

All pipes should be at least 4bar and engineer approved adhesive should be used.

All exposed waste pipes must be covered with floor drain

All wash hand basins are to be of approved ceramic type embedded in concrete and shall contain opening to serve as service access. The wash hand basins shall not contain bottle traps or flexible waste pipes but shall rather open into 2” pipe which will empty into the urinal pipe. The water from hand washing is to flush the urinals as such a reasonable slope shall be maintained to accomplish this.

All taps to be used should be “two turn” valve.

The hand washing facility (tank) should be embedded in concrete and must be black in colour with configuration as in the drawing or as directed by the engineer

### 1.16.1 Fixtures

#### A. Service sinks or wash hand basins

All wash hand basins shall be ceramic, with single bowl, white in colour and should be embedded in block wall as directed by the engineer and should have access for servicing provided. All the tap fittings should be provided and the tap fixed 12.5mm flexible connector. The basin is placed directly over a 50mm waste pipe.

#### B. Urinals

For females, a concrete purpose made urinal trough finished with vitrified tiles shall be used as directed by the engineer.

The male block shall comprise of a drain partitioned at given intervals and finished with tiles as directed by the engineer.

Note that all the urinals are connected to discharge into a soak pit.

#### C. Squatting pan

All squatting pan shall contain U-trap and shall be of good quality. The pans with footrest or tread are preferred. The squatting pans should flush with the finished (tiled) floor with the floor cambering (sloping) to the pan.

#### D. Accessories

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Each compartment of the female block should be provided with kettle, bucket, and waste bin. Whereas the male block compartments shall have only bucket and kettle. Note that the waste bins shall have lid.

## 1.17 Ventilation

The screen wall should contain perforated blocks (fancy blocks) covering at least 450mm height as shown in the drawing or as directed by the engineer.

Each compartment shall contain at least 1 perforated block on the back wall to serve as ventilation space.

All doors shall be perforated as shown in the drawing

## 1.18 Painting and Decoration

All external walls shall be finished with deep green Sandblasting leaving out the area for art work or as directed by the Engineer

All internal walls shall be finished with cream colour emulsion paint (approved by the Engineer).

Metal worksshall contain 3 coats anti-rust finished with rich/dirty brown colour gloss.

All fascia board shall be covered with flat pan.

All wet areas must be tiled as directed. All tiles to be used must be approved by the engineer and should be white in colour (or as approved by the engineer). For all platforms serving as tread, rough or friction surface floor tiles shall be used to reduce the risk of slipping.

## 1.19 Physically Challenged Aids

The compartment for the physically challenged should have the following:

- A ramp of slope 1:10
- The sitting type WC to replace the squatting pan
- Hand rail made of 25mm diameter thick gauge galvanized pipe or any other material approved by the engineer
- The door should be wider (at least 800mm)
- Ramp on all the entrance to the facility. (the slope of all ramp should be 1:10)

## 1.20 Artwork

Some simple hygiene education messages are to be inscribed on the walls of the latrines after construction. The latrine block should have the following messages;

- Keep your toilet clean always.
- Prevent diseases, use sanitary latrine.
- Wash your hands with soap after using toilet.

The water tank should bear an inscription showing the owners of the project.

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The above messages could be translated into local languages. The translation would be done by the Employer/Engineer in conjunction with the contractor and the community.

## **1.21 Inspection of construction**

To ensure that the construction is in accordance with the design, an inspection procedure should be set up covering materials, records, workmanship and construction.

Tests should be made on the constituent materials of reinforced concrete in accordance with the relevant standards; the production and testing of concrete should conform to BS 5328. Where applicable, use should be made of suitable quality assurance schemes.

The Employer shall be responsible for the cost of supervision of latrine construction in selected locations.

## **1.22 Cleaning of Building and Handing Over**

On completion, the buildings shall be handed over by the Contractor to the Engineer in a perfectly clean condition. Floors, walls, woodwork and metalwork shall be free for use.

The surroundings must be cleaned of all rubbles and rubbish arising from construction and the surrounding earth leveled as directed by the engineer. The cost of cleaning shall be spread over all items of building work in the Bill of Quantities.

The completed latrine should be locked and handed over to the authority of the beneficiary institution with the authorization of the Employer.

## **2.0 DESIGN CHOICE CRITERIA.**

### **2.1 Earthworks**

Excavation works are to be manually accomplished. Mechanical excavation, results in higher costs and vibration of earth; which are not desirable for this work.

Shovels and hand diggers are therefore of choice; using unskilled labour which is readily available in the community.

### **2.2 Concrete Work**

Designs are in mandatory professional compliance of BS8110; Regulating structural use of concrete.

Design mixes are as regulated in the Building Regulations 1985.

Cements that satisfy the requirements for Portland cement, are commonly available nationwide, hence of choice.

Mechanical mixing is usually obtainable at higher costs. It is therefore not desirable within the scope of this work. The volume of concrete works here are minor. Shovels, head pans, wheelbarrows, are therefore of choice using semi-skilled and skilled manpower.

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## 2.3 POUR FLUSH 2&4-Compartment Latrine

Pour flush 3-compartment latrine is a conventional sanitation facility that is water driven for operation. It is more suitable where there is adequate water supply to operate and maintain the system. Pour flush 3-Compartment latrines are suitable for small households/ communities. Human Wastes are evacuated from time to time from the septic tank.

## 3.0 OPERATION & MAINTENANCE SCHEDULE

Operation and maintenance protocols for WASH facilities

### O & M REQUIREMENTS FOR POUR FLUSH

Activity	Frequency	Human Resources	Materials and Spare Parts	Tools and Equipment
Ensure cleaning of all surfaces including floor and building	Daily	Environmental Health Clubs(EHC)/school authorities	Detergents, disinfectants, soaps	Brush, broom, mop, cutlass
Repair building	Occasionally	PTA/SBMC	Cement, sand, nails, screen net, taps, local building materials	Bucket, trowel, saw, hammer, knife.

### Person& skills required in O&M for Pour Flush

Persons	Role	Skills
Users	Tidy up the toilet environment	Understanding of hygiene
WASHCOM	Collect user fees, keep facilities clean,	Understanding of hygiene and hygiene promotion,
Sanitation service	Repair if needed	Basic masonry, skills to work with vacuum tanker.

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## **Mercy Corps Supplier Information Form**



*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	

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Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____ Email Address: _____
# of Staff	_____
# of Locations	_____
Avg. Value of Stock on Hand (USD)	_____
Government - owned (yes/no)	_____
Name(s) of Board of Directors	_____
Name(s) of Company Owner(s)	_____
Parent companies, if any	_____
Subsidiary or affiliate companies, if any	_____

## Financial Information

Bank Name and Address	_____
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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>

## Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government’s sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.



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3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, internal sexual misconduct, abuse or exploitation of children, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including: working conditions and social rights; avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from harassment (including sexual harassment), exploitation, abuse, bullying and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not 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.

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16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

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

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

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

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

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

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

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

## **FOR MERCY CORPS USE ONLY**

**Following documents have been provided**

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

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

Name \_\_\_\_\_

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Title \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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## 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.

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- 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.

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

- a. Mercy Corps and Owner (if applicable) will have access to the site of the Work and the right to inspect the Work at all times. If at any time an inspection by Mercy Corps or owner determines that Contractor or its subcontractors are in breach of any provision in this Contract including any failure to adhere to the Specifications, Mercy Corps will use its best efforts to timely report such breach to contractor. No inspection by Mercy Corps will relieve Contractor from its obligation to complete the Work in strict adherence with this Contract and its Specifications or waive any right or remedy that Mercy Corps has against Contractor as a result of the breach.
- b. Mercy Corps will use its best efforts conduct a final inspection of the work with Contractor.

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

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

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

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

- a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.
- b. Contractor has the requisite skills to perform the Work.
- c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Work.
- d. Contractor will, and will cause each Subcontractor to, comply with all applicable law, regulations and rules in the execution and performance of the Work.

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- 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 Council designation list ([http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
- i. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.
- j. Contractor does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- k. Contractor and its subcontractors are not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- l. Contractor has not engaged in, and will not engage in, any of the following conduct: (i) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (ii) procuring a commercial sex act; or (iii) using forced labor.
- m. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- n. Contractor [or supplier] understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we->



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[are/ethics-policies](#)). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([www.mercycorps.org/integrityhotline](http://www.mercycorps.org/integrityhotline)). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.

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

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

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

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

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



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- 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

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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.

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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

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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:

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_

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:

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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.]*

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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]*

## DONOR TERMS

**Other Contract Provisions Required by Law or MC’s Donor**



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## 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,

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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.

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## 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.

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## **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**

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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](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.

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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



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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](mailto: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



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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 sub-contracts 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.

### **Conflict of Interest**

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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.

## **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.

## **Intellectual Property Rights**

MCS shall be the owner of any [product copyrightable, patentable item] that results from the performance of the Contract. 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.

# Tender Package — Request for Proposal (RFP)



## **Procurement:**

If the Contractor will also carry out procurement (e.g. for travel or supplies), please contact MCS Compliance.

## **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 sub-contracts funded under this Contract, if any.

## **H: Reporting of currency and cash-based transaction required under Nigerian laws.**

# Tender Package — Request for Proposal (RFP)



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

# Tender Package — Request for Proposal (RFP)



<b>BILL OF QUANTITIES FOR SANITATION FACILITIES</b>					
<b>(2Nos COMPARTMENT POUR FLUSH LATRINE)</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL</b>
	<b>PRELIMINARIES AND GENERAL ITEMS</b>				
A	Intersite Mobilisation and Demobilisation of equipment and personnel		LS		
	<b>SUBSTRUCTURE</b>				
A	Clearing of Site	10.00	m <sup>2</sup>		
B	Excavate trenches, 525mm width and 600mm depth to receive foundations starting from the strip level	6.00	m <sup>3</sup>		
C	Provide approved antitermite treatment to surfaces of excavation	15.00	m <sup>2</sup>		
	<b>CONCRETE WORKS</b>				
A	Strip footing (Plain insitu concrete 1:2:4 mix)	1.00	m <sup>3</sup>		
B	Floor slab 150mm thick (Plain in situ concrete 1:2:4 mix, 20mm aggr.)	0.80	m <sup>3</sup>		
C	100mm thick slab on corridor (Plain in situ concrete mix (1:2:4 mix, 20mm aggr.)	0.45	m <sup>3</sup>		
D	Formwork (Ditto edges of bed not exceeding 150mm high)	9.00	m <sup>2</sup>		
	<b>Blockwork</b>				
A	225mm thick sandcrete hollow block filled with solid weak concrete in foundation	5.20	m <sup>2</sup>		
	<b><i>Substructure works carried to summary</i></b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>SUPERSTRUCTURE</b>				
	<b>Concrete Works</b>				
A	Provide 250mmx50mm thick coping with spikes on top of all exposed walls as approved by the engineer	0.05	m <sup>3</sup>		
	<b>External and Internal Wall</b>				
A	Blockwork 150mm sandcrete block laid in cement and sand (1:4) to wall plate including urinal partitions	20.00	m <sup>2</sup>		
	<b>Roofing /Carpentry</b>				
	0.45mm thick long span aluminium roofing sheet laid at 150mm and double nailed to purlin (measured separately)				
A	Roofing (complete with all accessories)	4.00	m <sup>2</sup>		
	<b><i>(Solignum or any other approved treatment solution impregnated swan hardwood as described)</i></b>				
B	50 X 75mm Rafters	4.00	m		

# Tender Package — Request for Proposal (RFP)



C	50 X 50mm Purlins	8.00	m		
D	50 X 100mm wall plate	4.00	m		
E	225 x 25mm wrought fascia covered with flat pan	6.00	m		
	<b>Doors, Drainage and Plumbing</b>				
A	Supply and fix purpose made 750mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks and keys as in indicated in the drawings	2.00	No		
B	Supply and fix purpose made 800mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks and keys as in indicated in the drawings		No		
C	Supply and fix purpose made single 900mm x 1600mm see through door made with 25mm x 50mm (2mm gauge) steel pipes and grilled with 25mm square steel pipes as in the drawings on the entrance to the facility painted and installed complete with steel frames, padlocks and keys.	1.00	No		
D	Provide and Install inspection chambers (2-600mm x 600mm and 1-750mm x 750mm) with precast reinforced concrete cover 75mm thick for each of the compactment	2.00	No		
E	Provide and Install 1250mm x 900mm chambers with precast reinforced concrete cover 75mm thick for septic tank alternating	1.00	No		
F	Provide and Install 2400mm long 100mm diameter PVC vent pipe complete with all accessories on all inspection chambers	2.00	No		
G	Provide approved squat pan completely fixed and connected to drain	2.00	No		
	<b>Sub Total Superstructure Works</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	b/f				
H	Provide and install completely approved wash hand basin embedded in block work and 1 water tap in front as indicated in the drawing	1.00	No		
I	Allow for the provision of purpose made concrete drain finished with vitrified tiles and partitioned at intervals as urinal, running from under the washing to the soak pit as indicated in the drawing	1.00	No		
	<b>Physically Challenged Aids</b>				

# Tender Package — Request for Proposal (RFP)



A	Provide and install aproved WC for physically challenged as in the drawing	1.00	No		
B	Provide and install 25mm GI pipe as hand support rails cast monolithically with the floors slab, braced and supported as indivcated the drawing.	1.00	No		
C	Provide 1:5 sloping ramp on the main entrance to the facility and on the entrance to the physically challenged compartment (4No)	0.50	m <sup>3</sup>		
	<b>Floor and Wall finishing</b>				
A	300x300x9mm thick white colour floor tiles laid in cement and sand screeded bed (1:4)	2.20	m <sup>2</sup>		
B	12mm in situ finishing in cement and sand internal and external wall rendering for walls	37.00	m2		
C	Fixing of Sanitary tiles (white colour) 250mm x400mm on toilet walls (1200mm from the floor)	8.00	m2		
D	Supply and fix approved white colour vitrified tiles on urinal walls and partitions (up to 150mm top of parttion wall)	3.50	m2		
	<b>Painting</b>				
A	Prepare and supply emulsion paint (colour to be approved by the Engineer) on all internall walls	12.00	m2		
B	Sandblasting (on all externall walls leaving out the areas for art work) as specified in the or directed by the Engineer	14.00	m2		
C	Metal burglary door and other metal work (3 coats anti-rust finished with approved color as directed by Engineer		LS		
D	Art work		LS		
	<b>Accessories</b>				
A	Provision of bucket for the toilet (minimum of 7 litres)	2.00	No		
B	Provision of Kettle for the toilet	2.00	No		
	<b>Superstructure works carried to summary</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>DOUBLE VAULT SEPTIC TANK</b> (Overall dimension 3500mm x 2500mm x1750mm)				
A	Exacavtion of pit size 3750mmx 2850mm x 1500mm	17.00	m3		
B	100mm Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	1.70	m3		
C	100mm apron base Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	0.04	m3		



# Tender Package — Request for Proposal (RFP)



D	225mm thick partition wall (reinforced in situ concrete 1:2:4 mix 19mm aggregate and necessary formwork)	1.20	m3		
E	100mm thick cover slab (reinforced in situ concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.90	m3		
F	4Nos 600mm x600m x100mm manhole slab (reinforced precast concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.17	m3		
G	225mm sandcrete solid block filled with weak concrete in tank walls including partitions built in cement mortar (1:4)	15.40	m2		
H	25mm thick cement and sand (1:4) render on block walls	15.40	m2		
I	Plumbing works including all accessories as detailed in the drawing		LS		
J	Backfill pebbles/broken blocks around and inside the pit	15.00	m3		
K	225mm thick hollow sancrete block with weep holes (9mm high all round in tank walls built in cement mortar (1:4)	8.00	m2		
L	Covering of the weepholes with zinc to prevent short - circuiting	8.00	m2		
	<b><i>Septic Tank works carried to Summary</i></b>				
	<b>SUMMARY OF WORKS</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>				<b>AMOUNT</b>
<b>1.00</b>	<b>PRELIMINARIES</b>				
<b>2.00</b>	<b>SUBSTRUCTURE</b>				
<b>3.00</b>	<b>SUPERSTRUCTURE</b>				
<b>4.00</b>	<b>SEPTIC TANK</b>				
	<b>GRAND TOTAL</b>				

# Tender Package — Request for Proposal (RFP)



BILL OF QUANTITIES FOR SANITATION FACILITIES					
(4Nos COMPARTMENT POUR FLUSH LATRINE)					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<b><u>PRELIMINARIES AND GENERAL ITEMS</u></b>				
A	Intersite Mobilisation and Demobilisation of equipment and personnel		LS		
	<b>SUBSTRUCTURE</b>				
A	Clearing of Site	25.00	m <sup>2</sup>		
B	Excavate trenches, 525mm width and 600mm depth to receive foundations starting from the strip level	6.00	m <sup>3</sup>		
C	Provide approved antitermite treatment to surfaces of excavation	25.00	m <sup>2</sup>		
	<b>CONCRETE WORKS</b>				
A	Strip footing (Plain insitu concrete 1:2:4 mix)	1.00	m <sup>3</sup>		
B	Floor slab 150mm thick (Plain in situ concrete 1:2:4 mix, 20mm aggr.)	1.43	m <sup>3</sup>		
C	100mm thick slab on corridor (Plain in situ concrete mix (1:2:4 mix, 20mm aggr.)	0.80	m <sup>3</sup>		
D	Formwork (Ditto edges of bed not exceeding 150mm high)	17.50	m <sup>2</sup>		
	<b>Blockwork</b>				
A	225mm thick sandcrete hollow block filled with solid weak concrete in foundation	10.60	m <sup>2</sup>		
	<b><i>Substructure works carried to summary</i></b>				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>SUPERSTRUCTURE</b>				
	<b>Concrete Works</b>				
A	Provide 250mmx50mm thick coping with spikes on top of all exposed walls as approved by the engineer	0.07	m <sup>3</sup>		
	<b>External and Internal Wall</b>				
A	Blockwork 150mm sandcrete block laid in cement and sand (1:4) to wall plate including urinal partitions	34.00	m <sup>2</sup>		
	<b>Roofing /Carpentry</b>				
	0.45mm thick long span aluminium roofing sheet laid at 150mm and double nailed to purlin (measured separately)				
A	Roofing (complete with all accessories)	7.20	m <sup>2</sup>		

# Tender Package — Request for Proposal (RFP)



	<i>(Solignum or any other approved treatment solution impregnated swan hardwood as described)</i>				
B	50 X 75mm Rafters	6.00	m		
C	50 X 50mm Purlins	14.00	m		
D	50 X 100mm wall plate	7.20	m		
E	225 x 25mm wrought fascia covered with flat pan	11.00	m		
	<b>Doors, Drainage and Plumbing</b>				
A	Supply and fix purpose made 750mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks and keys as in indicated in the drawings	4.00	No		
B	Supply and fix purpose made 800mm x 1900mm metal door made with 2mm thick steel plate framed with 25mm x 50mm steel pipes painted and installed complete with steel frames, padlocks and keys as in indicated in the drawings		No		
C	Supply and fix purpose made single 900mm x 1600mm see through door made with 25mm x 50mm (2mm gauge) steel pipes and grilled with 25mm square steel pipes as in the drawings on the entrance to the facility painted and installed complete with steel frames, padlocks and keys.	2.00	No		
D	Provide and Install inspection chambers (2-600mm x 600mm and 1-750mm x 750mm) with precast reinforced concrete cover 75mm thick for each of the compactment	4.00	No		
E	Provide and Install 1250mm x 900mm chambers with precast reinforced concrete cover 75mm thick for septic tank alternating	1.00	No		
F	Provide and Install 2400mm long 100mm diameter PVC vent pipe complete with all accessories on all inspection chambers	4.00	No		
G	Provide approved squat pan completely fixed and connected to drain	4.00	No		
	<b>Sub Total Superstructure Works</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>

# Tender Package — Request for Proposal (RFP)



	b/f				
H	Provide and install completely approved wash hand basin embedded in block work and 1 water tap in front as indicated in the drawing	2.00	No		
I	Allow for the provision of purpose made concrete drain finished with vitrified tiles and partitioned at intervals as urinal, running from under the washing to the soak pit as indicated in the drawing	2.00	No		
<b>Physically Challenged Aids</b>					
A	Provide and install approved WC for physically challenged as in the drawing	2.00	No		
B	Provide and install 25mm GI pipe as hand support rails cast monolithically with the floors slab, braced and supported as indicated in the drawing.	2.00	No		
C	Provide 1:5 sloping ramp on the main entrance to the facility and on the entrance to the physically challenged compartment (4No)	0.81	m <sup>3</sup>		
<b>Floor and Wall finishing</b>					
A	300x300x9mm thick white colour floor tiles laid in cement and sand screeded bed (1:4)	4.20	m <sup>2</sup>		
B	12mm in situ finishing in cement and sand internal and external wall rendering for walls	70.00	m <sup>2</sup>		
C	Fixing of Sanitary tiles (white colour) 250mm x400mm on toilet walls (1200mm from the floor)	14.00	m <sup>2</sup>		
D	Supply and fix approved white colour vitrified tiles on urinal walls and partitions (up to 150mm top of partition wall)	6.50	m <sup>2</sup>		
<b>Painting</b>					
A	Prepare and supply emulsion paint (colour to be approved by the Engineer) on all internal walls	20.00	m <sup>2</sup>		
B	Sandblasting (on all external walls leaving out the areas for art work) as specified in the or directed by the Engineer	24.00	m <sup>2</sup>		
C	Metal burglary door and other metal work (3 coats anti-rust finished with approved color as directed by Engineer)		LS		
D	Art work		LS		
<b>Accessories</b>					
A	Provision of bucket for the toilet (minimum of 7 litres)	3.00	No		

# Tender Package — Request for Proposal (RFP)



B	Provision of Kettle for the toilet	3.00	No		
	<b><i>Superstructure works carried to summary</i></b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>DOUBLE VAULT SEPTIC TANK</b> (Overall dimension 4950mm x 3675mm x 2050mm)				
A	Excavation of pit size 5400mm x 4125mm x 1825mm	41.00	m3		
B	100mm Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	4.10	m3		
C	100mm apron base Plain in situ concrete mix (1:2:4 mix, 13mm aggr.) on tank base	0.09	m3		
D	225mm thick partition wall (reinforced in situ concrete 1:2:4 mix 19mm aggregate and necessary formwork)	2.20	m3		
E	100mm thick cover slab (reinforced in situ concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	1.70	m3		
F	4Nos 600mm x 600mm x 100mm manhole slab (reinforced precast concrete 1:2:4 mix, 19mm aggregate and necessary formwork)	0.25	m3		
G	225mm sandcrete solid block filled with weak concrete in tank walls including partitions built in cement mortar (1:4)	35.20	m2		
H	25mm thick cement and sand (1:4) render on block walls	35.20	m2		
I	Plumbing works including all accessories as detailed in the drawing		LS		
J	Backfill pebbles/broken blocks around and inside the pit	30.00	m3		
K	225mm thick hollow sandcrete block with weep holes (9mm high all round in tank walls built in cement mortar (1:4)	18.00	m2		
L	Covering of the weepholes with zinc to prevent short - circuiting	18.00	m2		
	<b><i>Septic Tank works carried to Summary</i></b>				
	<b>SUMMARY OF WORKS</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>				<b>AMOUNT</b>
<b>1.00</b>	<b>PRELIMINARIES</b>				
<b>2.00</b>	<b>SUBSTRUCTURE</b>				
<b>3.00</b>	<b>SUPERSTRUCTURE</b>				
<b>4.00</b>	<b>SEPTIC TANK</b>				

# Tender Package — Request for Proposal (RFP)



## Price Offer Sheet

Item Description	Quantity	Unit of Measure	Unit Price	Total Price
4 compartments pour flush toilet in new market Kwayarkusa LGA of Borno State	1	Unit		
2 compartments pour flush toilet in Government Secondary School and Jafi Primary School Kwayarkusa LGA of Borno State	3	Unit		
As Per Attached BOQ				
<b>Total before tax:</b>				
<b>VAT (if applicable)</b>				
<b>Total:</b>				

<b>Company Name:</b>	
<b>Name of Representative:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

<b>Tender #: NIG/YOL/TEN10</b>	
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