# Invitation to Tender

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| **Tender Name: Supply and Rehabilitation 2 Dysfunctional Mini water yards** | | **Tender No: NYL-3011** |
| Location: Nyala, Sudan | Correspondence Language(s): English/Arabic | |
| Brief Summary Description of Project: **Supply materials and rehabilitation of 2 existing mini water yards including one in Elserief and one Sakaly IDPs camps.**  **The materials must be inspected in Mercy Corps Nyala Office, for quality check firstly.** | | |

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| **Tender Package Available from:**  **18/ December /2022 at 9:00AM** | **Tender Package Pickup Location:**  **Mercy Corps Khartoum office- Altaeif area or online at www.sudanbid.com** |
| **Deadline for Offer Submission:**  **22/ December /2022; 3:30 PM** | **Submit Offers to:**  **Mercy Corps Khartoum office- Altaeif area, or through email to sd-tenders@mercycorps.org.** |

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

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| **Questions and Answers (Q&A)** | |
| If any, Submit Questions in writing to: [sd-tenders@mercycorps.org](mailto:sd-tenders@mercycorps.org) | |
| Last Day for Questions:  20/December/ 2022; 3:30PM | Questions will be answered by:  21/December/2022; 3:30PM |
| Questions will be answered through: [sd-tenders@mercycorps.org](mailto:sd-tenders@mercycorps.org) | |

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| **Q&A Session**  **Q&A session will occur at the Work Site, and may is mandatory** | |
| Date / Time: 20 /December / 2022; 12:00 | Location: **Elserief and Sakaly** locality |
| Point of Contact:, Mohamed Ibrahim -WASH Officer | |

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| **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 |

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# General Conditions for Tender

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

**2.1 Mercy Corps’ Anti-Bribery and Anti-Corruption Statement**

**Mercy Corps strictly prohibits**:

* *Any form of bribe or kickback in relation to its activities*

This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded.  It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.

* *Conflicts of interests in the awarding or management of contracts*

If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.

* *The sharing or obtaining of confidential information*

Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps’ price estimates, competing offerors or competing offers, etc.  Any information provided to one offeror must be provided to all other offerors.

* *Collusion between/among offerors*

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

* *Any form of exploitation, abuse, human trafficking or internal sexual misconduct*

Mercy Corps requires its partners to adhere to its Safeguarding policies including the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at https://www.mercycorps.org/who-we-are/ethics-policies). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. Mercy Corps will not engage with a company that is found to be in violation of these policies.

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

[**http://mercycorps.org/integrityhotline**](http://mercycorps.org/integrityhotline)

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

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

**2.2 Tender Basis:**

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

**2.3 Supplier Eligibility**

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

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

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

**2.4 Response Documents**

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

**2.5 Acceptance of Successful Response**

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

**2.6 Certification Regarding Terrorism**

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

# Criteria & Submittals

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| **3.1 Contract Terms**  Mercy Corps intends to issue aFixed Price contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6. |
| **3.2 Specific Eligibility Criteria**  Eligibility criteria must be met, and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.  **Eligibility Criteria:**   * The offeror must be legally registered * The offeror must be in good standing with its governing tax authority * The offeror has a bank account in the Business name |
| **3.3 Tender Submittals**  Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.  **Documents supporting the Eligibility Criteria:**   * Legal Business Registration * Latest Tax Registration Certificate * Bills of Quantity * Work plan * Company’s profile * Engineer’s CV at least 3 * Supplier Information sheet * List of equipment to complete the work.   **Documents to conduct the Technical Evaluation and additional Due Diligence:**   * Company Profile, 2-page max * References from previous work projects (including contact information Minimum three) * Key Personnel CVs, 3-page max per personnel * List of personnel that are going to work on the project including their CVs at least 2 CVs. * Work plan and delivery time. * Recommendation/reference letters from current/past customers * Price offer with payment terms and conditions. * Detailed Product Specifications/ISO Certificates, * Detailed after sales technical support and period of coverage * Detailed warranty period for each photoelement and equipment added to project as well as services which are not considered as items   **Price Offer:**  The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.  Offerors must include VAT and customs duties in their offer |
| **3.4 Currency**  Offers should be submitted in: SDG/USD  Payments will be made in: SDG/USD |

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| **3.5 Tender Evaluation** (**LPTA Selection Method**)  Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all bids, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Technical Evaluation**  ***Lowest Price, Technically Acceptable (LPTA)***  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier’s bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.  Only offerors who pass all criteria will move on to the next round of evaluation.  Pass/fail technical criteria are as follows:   |  |  | | --- | --- | | **Technical Criteria** | **Pass or Fail?** | | The Business/Company should have been in operation as a seller of solar equipment with capacity to install the same. |  | | Clear copies of at least 3 orders/contracts from present/past corporate customers. Orders from INGOs and UN agencies preferred. |  | | Clear work plan with well laid out delivery time, installation, and testing of the system information. |  | | Detailed warranty period for each photoelement and equipment added to project as well as services which are not considered as items. |  | | Price offer with payment terms and conditions. |  | | Delivery time should be stated clearly and should not exceed 30 days. |  | | Detailed Product Specifications/ISO Certificates, |  | | Detailed warranty period for each photoelement and equipment added to project as well as services which are not considered as items |  | |
| **3.5.2 Financial Evaluation and Price/Cost Analysis**  All suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) will be accepted as the winning offeror(s) assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.3. |
| **3.5.3 Additional Due Diligence**  Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular offeror or offeror(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):   * Reference Checks * List of equipment to complete the work. |

# Offer Form

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| **Offerors must submit their own independent offer including at least (but not limited to):**   * All documents requested in the “Eligibility Criteria” section of this Tender Package * All documents requested in the “Tender Submittals” section of this Tender Package * All information listed in the “Documents Comprising the Bid” section below   **All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.** |

***Documents Comprising the Bid***

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

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

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

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

# Scope of Work/Technical Specifications

**SOW for supply and Rehabilitation Dysfunctional 2 Mini Water Yards in Sakaly and Elsereif IDPs Camps**

**Background**

Mercy Corps Europe (MCE) is implementing a multi-sectoral program to support IDPs and rural communities in South Darfur. Since June 2010, Mercy Corps has been programming WASH activities in three IDPs Camps near Nyala town (including Dereige, Sakaly, and Elsereif) and has expanded programming in 2011 into agriculture, livelihoods, and small business development within these Camps and nearby villages in Bielel Locality, rural areas as part of an early recovery effort to integrate IDPs into the economic and social fabric of Nyala and to decrease dependency on humanitarian actors. Complimentary to this program, MCE has received a DCPSF grant from UNDP for a two-year project in Community Development in Bielel Locality rural area, 2017 MCE received an SHF grant from Sudan Humanitarian Fund for Increasing access to basic services and livelihood opportunities for communities in

East Jabel Mara Locality, recently Mercy corps received a grant of one year for the Provision of Water Sanitation and Hygiene, Nutrition, and Livelihood Assistance to Vulnerable, Conflict-Affected Communities in Sunta, Katyala, and El-Salam localities in South Darfur State.

**The selection process of supply and Rehabilitation of (2) Dysfunctional MWYs**

Mercy Corps is seeking a qualified supplier and technician labor for the supply and rehabilitation of (2) existing dysfunctional mini water yards, including one in Elsereif, and one in Sakaly IDPs Camps, in Nyala South locality, by providing the required materials and replacement the damaged water pipelines systems, digging, laying, connecting and backfilling, replacement of dysfunctional solar panels, submersible pumps, replacement valves, replacement water taps, welding& painting elevated tanks, dismantle & install submersible pumps, connecting power back with generators, modify support structure and make protection for solar panels, replace the batteries for generators and street lights, and connect the systems.

**Scope of Work / Work Assignments:**

The assignment is from 15 Jan 023 to 15 Feb 023 and the effective work time under the contract will be 30 days, during this period, the Contractor will be responsible to complete the below tasks:

* **The contractor** will provide all the required materials and transport them to the intended sites, and do the following tasks:

**Water Pipelines systems:**

* **The contractor** will remove the existing damaged water pipelines systems with a total length of 3,800m from the elevated tanks, water distribution points, and from boreholes to the elevated tanks in Sakaly and Elsereif IDPs camps.
* **The contractor** shall be digging trenchsize 0.4m width\*0.4m depth\*3,800m, laying, connecting using the machine for connecting HD polyethylene 2 inch, and backfilling the pipelines properly, and testing the pipelines systems to ensure there is no leakage, in the 2 MWYs, including one in Sakaly, and one in Elserief IDPs camps.
* **The contractor shall** provide water taps ¾ inch with necessary accessories, replace all the damaged water taps, and review the connection of un-damaged taps.
* **The contractor** shall provide copper valves 3inch heavy, and copper valves 2inch heavy, to replace the damaged valves of the inlet, and outlet, and make sure there is no leakage, in all the above-mentioned sites.

**Welding Elevated Tanks**

* **The contractor** shall provide materials, welding, painting, and cleaning of the existing elevated metal tanks, including one in Sakaly, and one in Elserif IDPs Camps,and paint the tank internally using anti-rust paint properly.

**Submersibles Pumps with full accessories:**

**The contractor shall** provide 2 sets of submersibles pumps as described in the BOQ, and install them in the mentioned sites, by dismantling the existing damaged pumps in Sakaly and Elsereif IDPs camps, connecting the submersible pumps Lorentz Centrifugal pump IP 68 Solar Pump Model PS 18000 C-SJ 5-12

* H = 59 m, d= 50m (pipe 2 in), Q =20 m3/day,water level sensor**,** change-over switch, and connect the backup generator in Sakaly, and make sure the setup is properly done and should be tested.

**Solar Panels:**

* **The contractor** shall providesolar PV modules size 150watts,and 100watt,for replacing/adding to the existing solar panels, by providing the required materials such as steel angles 2inch, for expanding the support structure, and steel angles 1.25inch, for protection frame, and review the welding and connection of the existing panels, all solar panels should be properly fixed, connected and protected.
* **The contractor** shall make sure that the systems run smoothly, by testing the systems, and all the systems should be operated through a change-over switch size 63A, made in India.

**Replacing the Backup Battery:**

* **The contractor s**hall provide 4 batteries as specified in the BOQ, to replace the existing damaged batteries including 2 in Sakaly,one for backup generator and one for streetlight, and 2 in Elserief one for backup generators as well and one for streetlight, and test the generators to ensure that the batteries are functioning properly.
* **The contractor** must actively listen to the MC WASH engineer during the implementation.

1. **Qualifications:**

* Minimum of five years of professional work experience in dealing with similar work or related to this field.
* Have experience in dealing with communities, especially in the camps.

1. **Terms of Payment:**
2. MCE will pay 100% of the facilitation work upon completion of rehabilitation of (2) dysfunctional mini water yards, after the submission of the complete report which indicates the successful completion of the work.
3. MCE will **not** provide any kind of transportation.
4. MCE will not provide accommodation or any other facilitation which is not mentioned in this document.
5. The materials must be inspected in MC Nyala Office before the implementation in the site.

**5.2 Bill of Quantities included in Annex 1**

**Work and Statement of Work:** In accordance with the terms of the Contract, Contractor agrees to perform the following work in the following manner as defined by the bills of quantities included in the annex.

# 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.

**Sample 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**.
   1. 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. ‘’Contractor cannot leave any part of this job to any sub-contractor.’’
   2. 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.
   3. 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.
   4. 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. No Sub-contractor for this project
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.

1. **Insurance and Bonding.**

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

1. **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.

1. **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.

1. **Inspection Rights and Final Acceptance**.
   1. Mercy Corps and Owner (if applicable) will have access to the site of the Work and the right to inspect the Work at all times. If at any time an inspection by Mercy Corps or owner determines that Contractor or its subcontractors are in breach of any provision in this Contractor including any failure to adhere to the Specifications, Mercy Corps will use its best efforts to timely report such breach to contractor. No inspection by Mercy Corps will relieve Contractor from its obligation to complete the Work in strict adherence with this Contract and its Specifications or waive any right or remedy that Mercy Corps has against Contractor as a result of the breach.
   2. Mercy Corps will use its best efforts conduct a final inspection of the work with Contractor.
2. **Invoicing and Payment.**
   1. 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.
   2. 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.
3. **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.
4. **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:
   1. 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.
   2. Contractor has the requisite skills to perform the Work.
   3. Contractor possesses all governmental and other certifications and licenses necessary to perform the Work.
   4. Contractor will, and will cause each Subcontractor to, comply with all applicable law, regulations and rules in the execution and performance of the Work.
   5. (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.
   6. 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.
   7. 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.
   8. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (<http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml>).
   9. 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.
   10. 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.
   11. 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.
   12. 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.
   13. 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.
   14. Contractor [or supplier] understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([www.mercycorps.org/integrityhotline](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.
5. **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.
6. **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
7. **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.
8. **Termination and Remedies**. This Contract may be terminated under the following circumstances:
   1. by both Parties on mutual written agreement of the Parties;
   2. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
   3. 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;
   4. 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;
   5. 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
   6. 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.

1. **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.
2. **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.
3. **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
4. **Miscellaneous**.
   1. 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.
   2. This Contract will be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that, except with respect to Subcontractors (to the extent permitted hereunder), Contractor will not assign any right or obligation under this Contract (including the right to receive monies due) without the prior written consent of Mercy Corps, and any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.
   3. 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).
   4. Time is of the essence of each and every obligation of Contractor under this Contract.
   5. 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.
   6. 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.
   7. 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.
   8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract.
   9. In the event that the terms of this Works Contract and any Schedule, appendix or attachment (if any), the terms in the Works Contract shall prevail unless conflicting terms specifically state the section of the Works Contract that they are replacing and state an intent to override or amend the Works Contract and are signed by both parties.

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

|  |  |
| --- | --- |
| MERCY CORPS  By:  Name:  Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  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: *(****“Contract Value”)****.*

(b) Invoicing and Payment Schedule: Contractor will submit an Invoice in accordance with pricing as specified in the Contract.

iii. **Retention, Hold-Back and Final Invoice and Payment**: Mercy Corps will hold back 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.

1. **Is Subcontracting Allowed: No Subcontractor for this project**
2. **Subcontractor Percentage Limit:**

|  |
| --- |
| 1. **Authorized Representatives and Contact Information:**   **Mercy Corps:**   1. Change Orders: Only the following Mercy Corps employees are authorized to agree to any Change Order or other amendment of this Contract:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_  Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_   1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. **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
2. 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.

1. **Bonds:**

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

a. Payment Bond: payment bond in an amount equal to One Hundred Percent (100%) of the total contract value (“Payment Bond”) shall either be in the form supplied by Owner or shall be in such other form as approved by Owner.   
 b. Performance Bond: A performance bond in an amount equal to One Hundred Percent (100%) of the total contract value.   
 c. Maintenance (or Warranty) Bond: A maintenance or warranty bond in an amount equal to 5% of the total contract value and which will remain in effect for a period of at least two years after final acceptance and payment by Mercy Corps.

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

1. **Liquidated Damages:**

Are liquidated damages applicable to the Contract?

If yes, liquidated damages will be calculated as follows:

1. **Termination for Convenience Notice Period**: \_\_\_\_\_\_\_\_\_\_\_ (the **“Termination Notice Period”).**
2. **Donor Terms**: 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:  b. Scope of Work  c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section below:  i. Deliverable 1:   ii. Deliverable 2:  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**”):  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:** | |
| *Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Completion Date: \_\_\_\_\_\_\_\_\_\_\_* | *Deliverable Date1*  *Deliverable Date 2:* |

# 7. Attachments to the Tender Package

**Attachment 1 -Supplier Information Form**

|  |  |
| --- | --- |
| Company Name |  |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) |  |
| Previous names of the company |  |
| Address |  |
| Website |  |
| Phone/Fax Numbers | Phone: Fax: |
| Primary Contact | Name:    Phone Number:    Email Address: |
| # of Staff |  |
| # of Locations |  |
| Avg. Value of Stock on Hand (USD) |  |
| Government - owned (yes/no) |  |
| Name(s) of Board of Directors |  |
| Name(s) of Company Owner(s) |  |
| Parent companies, if any |  |
| Subsidiary or affiliate companies, if any |  |

**Supplier Self-Certification of Eligibility**

Company certifies that:

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

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:



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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Attachment 2 -Price Offer Sheet/Bills of Quantity**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BoQ for Supply Materials and Rehabilitation 2 MWYs in Sakaly and Elsereif IDPs Camps** | | | | | |
| **Item Description** | **Unit** | **QTY** | **Unit Price (SDG)** | **Total amount** |  |
| Supply polyethylene 2inch,high density 7 bar ,roll length 100m, flexible high quality for rehabilitation of dysfunctional water pipelines systems in Sakaly and Elserief IDPs camps | Roll | 40 |  |  |  |
| Water taps 3/4-inch, high quality, made in UK | PCS | 40 |  |  |  |
| copper valve 3inch, heavy, high quality | PCS | 2 |  |  |  |
| Copper valve 2inch, heavy, high quality | PCS | 2 |  |  |  |
| Galvanize iron union 2inch | PCS | 10 |  |  |  |
| Galvanize iron nipple 2inch | PCS | 10 |  |  |  |
| Galvanize iron Tee 2inch | PCS | 10 |  |  |  |
| Galvanize iron Elbow 2inch | PCS | 10 |  |  |  |
| Water tape (tefflon tape), high quality | PCS | 20 |  |  |  |
| Dry battery iron lithium, 100AH high quality,2 for streetlights and 2 for backup generators. | PCS | 4 |  |  |  |
| Change-over switch 63A, made in India | PCS | 2 |  |  |  |
| Solar module PV size 100watt, high quality | PCS | 12 |  |  |  |
| solar module PV size 150watt, high quality | PCS | 16 |  |  |  |
| Welding and painting metal elevated cylindrical water tank size 25cubic meter by anti-rust paint, must be proper | Site | 2 |  |  |  |
| Supply Lorentz Centrifugal pump IP 68 Solar Pump Model PS 1800 C-SJ 5-12 H = 59 m, d= 50m (pipe 2 in), Q =20 m3/day with full accossories,includes:2 roll of flexible 4 core 4x6 mm², pumps drop cable with hose of 15 m PVC 1 in dia copper, and LORENZ powerback PP2000)compatible with submersible pump ,secure ,water level sensor,(2,5 mm²) wire, length 60m, 120m security wire 6 mm², with 4 clamps, rust proof type. | set | 2 |  |  |  |
| Provide material, modify (if necessary) and welding support structure, using steel angles 1 .25-inch, square pipe both 3\*6cm, 4\*8cm, and steel angle 1.25inch for protection. | site | 2 |  |  |  |
| Labor cost for rehabilitation of 2 existing dysfunctional mini water yards in Sakaly and Elserief IDPs camps, including replacement of damaged pipelines systems by digging trench dimensions:(40cm depth\*30cm width\*3,800m length) laying polyethylene pipe, connecting and backfilling between water tanks, water distribution points, and boreholes, replacement of damaged water taps, replacement of damage valves, dismantle the existing submersible pumps, and installing the new submersible pumps, welding solar panels, connect them with submersible pumps and make sure the two systems work properly. | Site | 2 |  |  |  |
| **Total Amount** |  |  |  | **-** |  |
| **TAX17%** |  |  |  | **-** |  |
| **Total Amount including tax17%** |  |  |  | **-** |  |
| **total amount in USD (1USD=565SDG)** |  |  |  | **-** |  |