

Invitation to Tender

Tender Name: REHABILITATION OF 3 CLASSROOMS FOR AGARAN PRIMARY SCHOOL IN AGARAN VILLAGE GALKAYO		Tender No: GAR/BID/0012/2021
Location: (Agaran Village Galkayo-Puntland Somalia)	Correspondence Language(s): English	
Brief Summary Description of Project: Rehabilitation Of 3 Classrooms for Agaran Primary School In agaran Village Galkayo, Puntland state of Somalia.		

Tender Package Available from: (25/ January / 2021)	Tender Package Pickup Location: (GAROWE MERCYCORPS OFFICE)
Deadline for Offer Submission: (11/ February /2021; 10:00 AM	Submit Offers to: (GAROWE office, Puntland)

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

Questions and Answers (Q&A)	
If any, Submit Questions in writing to: (nafiahmed@ mercycorps.org)	
Last Day for Questions: (8 / February / 2021)	Questions will be answered by: (9 / February / 2021)
Questions will be answered through: (email or face to face discussion)	

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/Design Sample Contract

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.

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

integrityhotline@mercy Corps.org

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.

Other Contract Provisions Required by Law or MC's Donor

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

(a) SERVICE PROVIDER 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) SERVICE PROVIDER will allow Mercy Corps or the European Union (or any other organisation authorised by the European Union) access to the location where the SERVICE PROVIDER 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 SERVICE PROVIDER acknowledges that Mercy Corps has reporting obligations to the European Union. Accordingly, the SERVICE PROVIDER consents to Mercy Corps sharing information about the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

Safeguarding

The SERVICE PROVIDER acknowledges that, under the Donor Contract, the recipients of funds are required to have robust safeguarding policies including anti-human trafficking, child protection, sexual exploitation and abuse, and. Mercy Corps reserves the right to ask for the relevant policies and mechanisms to adhere to these. The SERVICE PROVIDER agrees to immediately report to Mercy Corps any credible evidence of trafficking in persons or exploitation that involve funds or resources provided. SERVICE PROVIDER may use Mercy Corps' integrity hotline to report any such events (mercy Corps.org/integrity hotline). The SERVICE PROVIDER

shall inform its staff that they can report any wrongdoing related to this Contract to the integrity hotline without any risk of retaliation.

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 SERVICE PROVIDER any items delivered and SERVICE PROVIDER will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed)

Criteria & Submittals

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:

Valid Business registration

Tax complaint certificate

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:

Company Profile

Documents to conduct the Technical Evaluation and additional Due Diligence:

1. Company Profile
2. List of equipment to undertake the works.
3. List of relevant work done with either completion certificate, award or contracts with client reference names attached.

4. Proposed work plan for the rehabilitation.
5. Copy of CVs for the technical staff to implement the rehabilitation works
6. Copy of Ministry of public works registration.
7. Copy of Puntland tender board certificate.

Price Offer :

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must not include VAT and customs duties in their offer

3.4 Currency

Offers should be submitted in: USD
 Payments will be made in: USD

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?
Company profile	
List with Cvs of the technical staff to implement the rehabilitation works	
List of equipment to undertake the works	
List of relevant work done with either completion certificate, award letter or contract attached with Client references	
Proposed work plan for the rehabilitation	

Copy of Ministry of Public works registration	
Copy of Puntland tender board certificate	

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.

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):

Determination of relations and affiliations between offerors

Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform

Offer Form

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

All documents requested in the "Eligibility Criteria" section of this Tender Package

All documents requested in the "Tender Submittals" section of this Tender Package

All information listed in the "Documents Comprising the Bid" section below

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

Documents Comprising the Bid

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

Cover Letter explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:

A detailed specification of the offered works.

Delivery time

Price validity date (quote given shall remain unchanged for 180 working days)

A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7

Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)

Other important documents offeror feels need to be attached to support their bid

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

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

5. Technical Specifications

5.1 Background

Emergency education for vulnerable Somali children (ESVC) project funded by European union for humanitarian aid (ECHO). The project provides basic education in Emergencies service for 31,000 boys and girls who are out of school or are at risk of dropping out of school in 16 districts of Sool, Sanaag, Bari, Nugaal, Mudug, Galgaduud and Banadir regions. It also introduces innovative ways of working, particularly in the conflict-affected areas, to address the challenges identified in the needs assessment section including gaps related to safe learning space, insufficient teachers and limited oversight by the local authorities. Proposed interventions will include provision of (a) construction of temporary learning spaces and rehabilitation of existing school facilities (b) Provision of teaching/learning materials (c) teacher training (d) psychosocial support and child protection (e) School security and safety interventions and (f) WASH in schools. The three consortium members will help to increase access, particularly in the hard-to-reach areas. The capacity of the Department of Education and local communities will be enhanced to reduce long term dependency on international assistance. As much as possible, the action will foster innovations in handling education barriers. Closer links will be established between the needs assessment, monitoring and evaluation of the project that will allow a better response. Learning from the response will be captured and shared with Ministry of Education, Somalia Education Cluster and disseminated through publications and other media in consultation with ECHO

5.2 As per BOQ attached

BILL OF QUANTITIES - REHABILITATION OF 3 CLASSROOMS FOR AGARAN SCHOOL IN GALKAYO, PUTLAND					
Item	Description	Quantity	Unit	Rate	USD
1/9					
Item	Description	Quantity	Unit	Rate	USD
	<u>ELEMENT NO 1</u>				
1	<u>SUBSTRUCTURES (ALL PROVISIONAL)</u>				
	<u>CONSTRUCTION OF 2.0M WIDE VERANDAH FOR CLASSROOMS</u>				
	<u>Excavations Works</u>				
1.1	Excavate for strip footing trenches 600mm wide for verandah walls commencing at oversite level and not exceeding 1000mm deep in any material as directed by the Engineer	23	C.M		-
1.2	Return, fill and ram selected excavated materials around foundations of classrooms verandah in 150mm deep layers	13	C.M		-
	<u>Hardcore</u>				
1.3	Place and arrange 400mm thick bed of quarry stones or equivalent material, well compacted and rammed in 150mm layers in verandah to approval.	69	S.M		-
1.4	50 mm Thick stone dust/murram blinding to surface of hardcore filling to classrooms verandah	69	S.M		-
	<u>Anti-termite treatment</u>				
1.5	"Gladiator" Chemical anti-termite treatment executed complete by a specialist under a <u>ten year guarantee</u> to blinded surfaces of hardcore (including over foundation walling) to	69	S.M		-

	classrooms verandah				
	<u>Damp-proof membrane</u>				
1.6	1000 Gauge polythene or other equal and approved damp proof membrane laid under floor bed with 300mm side and end laps to classrooms Verandah	69	S.M		-
	<u>Concrete work</u>				
	<u>Mass concrete 1:3:6 mix as described in:</u>				
1.7	50 mm Thick (average) blinding under concrete strip footing classrooms verandah	23	S.M		-
	<u>In-situ vibrated reinforced concrete 1:2:4 mix (Class 20/20 mm) as described in:</u>				
1.8	Strip footing to classrooms verandah	5	C.M		-
1.9	100mm thick floor slab to classrooms verandah	69	SM		-
1.10	BRC A142 mesh reinforcement to classrooms verandah	69	SM		-
	<u>Supply and fix steel reinforcement including cutting bending, hooking, tying and supporting</u>				
1.11	12mm Diameter bars to classrooms verandah footings	237	K.G		-
Carried to collection					-

Item	Description	Quantity	Unit	Rate	USD
	<p>Walling: <u>Approved cement sand blocks walling bedded and jointed in cement and sand (1:3) mortar including 25 x 20 gauge hoop iron reinforcement at every alternate course as described in:</u></p>				
1.12	200mm thick masonry walls on verandah foundation	29	S.M		-
	<p>Sawn formwork to:</p>				
1.13	Vertical sides of strip footing to classrooms and verandah	15	S.M		-
1.14	Edges of ground floor bed 75-150mm girth on classrooms and verandah	38	LM		-
	<p>Verandah pillars</p>				
1.14	3500mm long 75mm diameter class B pipes as steel pillars to the verandah and fabricated at top to support a 150x50mm timber section and the bottom 500mm to be embedded in concrete and foundation walls	12	NO.		-
Carried to collection					-

Item	Description	Quantity	Unit	Rate	USD
	COLLECTION				
	From Page No 1/8 "				-
	" " 2/8				-
Total Carried forward to summary page					-

Item	Description	Quantity	Unit	Rate	USD
	<u>ELEMENT NO 2</u>				
2	<u>FLOORING</u>				
2.1	Hack up existing screed on internal floors and prepare surface to receive new screed m/s: cart away debris	144	S.M		-
	Total Carried to summary page				-
	<u>ELEMENT NO 3</u>				
3	<u>WALLING</u>				
3.1	Hack out plastered wall surfaces average 15mm thick on both faces internally and externally: prepare surface to receive new plaster m/s	595	S.M		-
	Total Carried to summary page				-
	<u>ELEMENT NO 4</u>				
4	<u>ROOF STRUCTURE</u>				
4.1	Allow for the demolition of existing roof structure and dispose off all materials to a designated area by the local administration	1	Item		-
	<u>Supply and fix the following in treated softwood cypress trusses 23No. Spanning 10100mm with a rise of 1400mm including fabrication, hoisting into position</u>				
4.2	100 x 50 mm wall plates and ridges	90	L.M		-
4.3	75 x 50 mm Purlins	270	L.M		-
4.4	150 x 50mm rafters	240	L.M		-
4.5	150 x 50 mm tie beams	160	L.M		-
4.6	100 x 50 mm Strut or ties	195	L.M		-
4.7	225 x 25 mm Fascia board	75	L.M		-
4.8	150mm x 50mm timber beam supporting the truss rafters and resting on the steel pillars	25	L.M		-
4.9	Roof covering 28 Gauge corrugated iron sheets, prepainted including all nails and fixing to approval	295	S.M		-
	Total Carried forward to summary page				-

Item	Description	Quantity	Unit	Rate	USD
	<u>ELEMENT NO 5</u>				
5	<u>DOORS</u>				
	Supply steel door in 38mmx25mmx3mm thick RHS framing and 3mm thick sheet plate, 3 pairs of heavy quality brass oxidized hinges, two number 150mm barrel bolts and a 264 "tri-circle" or equal approved padlock with a set 3 original keys. The door to be painted in 3coats of gloss paint				
5.1	Door size 900 x 2100 mm high overall	3	NO.		-
	Total Carried to summary page				-
	<u>ELEMENT NO 6</u>				
6	<u>Windows</u>				
	Supply all materials and fabricate steel casement windows size 1000x1200mm high, window type W1, double leafed in 38mmx38mmx3mm angle framing and 16mm round bars grills @200mm c/c spacings vertically. Windows to open outwardly. Rate to include painting of the steel sections in 3 coats gloss paint, fixing of window hinges and locking system				
6.1	Window size 1000 x 1200mm high	15	NO.		-
	Total Carried to summary page				-

Item	Description	Quantity	Unit	Rate	USD
	<u>ELEMENT NO 7</u>				
7	<u>FINISHES</u>				
	<u>Flooring</u>				
	Cement/sand (1:3) screed as described to:				
7.1	40mm Thick cement and sand (1:3) screed with red oxide oxide powder and smooth steel trowel finish to floor	154	S.M		-
	<u>Walling</u>				
	<u>15 mm Thick cement/sand (1:3) plaster as described to:</u>				
7.2	External and internal faces of walls	595	S.M		-
	<u>Blackboards</u>				
7.3	Purpose made 4000x1400mm wide, 25mm thick blackboard plugged or cast smooth to to blockwork (mortar mix 1:3, cement and sand) and complete with 50x25mm thick chamfered frame all round and chalk board dust	3	No		-
	<u>Plinths</u>				
7.4	15mm thick cement and sand (1:4) render to plinths	9	SM		-
7.5	Prepare and apply three coats bituminous based paint on rendered plinth surfaces	9	SM		-
	<u>Ceiling</u>				
7.6	12mm ceiling board including brandering with 50 x 50mm thick cypress brandering at 600mm centres both ways	154	S.M		-
7.7	75 X 25mm moulded coved cornice plugged to wall	94	L.M		-
7.8	Prepare and apply three coats of emulsion paint to the soffits of ceiling board	154	S.M		-
	<u>Painting</u>				
7.9	Prepare surface and paint one undercoat and two coats of emulsion paint on external and internals walls to approval	595	S.M		-
7.10	Prepare surface and paint one undercoat and two coats of gloss paint black on the blackboard surface 4mx1.4m to internal wall at front of the classroom as per the drawings	17	S.M		-
7.11	Prepare and apply one undercoat and 2 coats of gloss paint on fascia boards	18	S.M		-
<u>Total Carried to summary page</u>					-

Item	Description	Quantity	Unit	Rate	USD
	<u>ELEMENT NO 8</u>				
8	<u>ELECTRICAL INSTALLATIONS</u>				
	<u>Supply the following electrical wiring, english type to approval including fixing, connecting, cutting holes, chasings, conduiting and making good all finishes.</u>				
8.1	Allow sum for wiring,conduiting, chasing, making good to all finishes, connection and testing to the whole building to approved standards	1	Item		-
8.2	One way One Gang Switch	2	NO.		-
8.3	Two gang two way switch	3	NO.		-
8.4	Bulbs complete with bulb holders	4	NO.		-
8.5	Flourescent Light	20	NO.		-
<u>Total Carried to summary page</u>					-

Tender Package — Request for Bid (RFB)



Item	Description	USD
	<u>BILL NO. 2</u>	
	<u>SUMMARY PAGE</u>	
ELE. NO	ELEMENT NAME	PAGE NO
1	Substructure works for construction of classrooms verandah 3/8	-
2	Flooring	4/8
3	Walling	4/8
4	Roof structure	4/8
5	Doors	5/8
6	Windows	5/8
7	Finishes	6/8
8	Electrical installations	7/8
TOTAL FOR ONE BLOCK OF 3 CLASSROOMS WITH VERANDAH		-

Tender Package — Request for Bid (RFB)



Tender Package — Request for Bid (RFB)



1. Sample Contract

THIS CONSTRUCTION Contract entered into as of _____ by and between MERCY CORPS, Garowe, Puntland state of Somalia, nonprofit corporation having its principal office in Garowe. (“**Mercy Corps**”), and _____ (“**Contractor**”) is as follows:

1. Contractor’s Work.

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

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

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

4. **Inspection and Acceptance.** .

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

5. **Invoicing and Payment.** Contractor will submit an invoice to Mercy Corps for payment on[*list the invoicing schedule here - For example: Mercy Corps will pay Contractor \$__ within __ days after the work is completed to Mercy Corps’ satisfaction.*]. Invoices must contain[*list the contents that must be included in all invoices*]. Mercy

Corps will make payment within **xxx** days of receipt of receipt, with payment made via **xxx** and delivered to the following **xxx** *[list person, place and/or bank account details here]*. If Mercy Corps disputes any portion of the invoice due to Contractor's breach of this Contract or failure to deliver the Work in accordance with the Specifications, Mercy Corps will notify Contractor in writing of such dispute and may pay only the portion of the invoice not in dispute and withhold payment of the disputed amount until the breach is corrected.

6. **Change Orders.** The Work may be changed only be by written change order signed by both parties.
7. **Termination.** Mercy Corps may terminate this Contract for its convenience by providing Contractor with written notice of such termination. If Mercy Corps terminates for its convenience, Mercy Corps will pay Contractor reasonable compensation for the work performed to the date of termination. Either party may terminate this contract due to the other Party's breach of any provision of this Contract by providing the other Party with written notice of such breach and 15 days to correct the breach. If Contractor fails to correct the breach within 15 days, upon termination, Mercy Corps will have no obligation to pay Contractor for any partially completed work.
8. **Indemnification.** Contractor will indemnify Mercy Corps and the owner of the property and each of their officers, directors, employees, representatives and agents, and hold them harmless from, any and all losses or claims, fines, penalties, government or donor investigations, including reasonable attorney's fees related thereto, arising out of Contractor's breach of this Contract, or Contractor's its employees, agents or subcontractors negligent acts or omissions or willful misconduct.
9. **Independent Contractor.** The parties intend to be independent contractors. Neither party will be deemed an agent or partner of the other party.
10. **Contractor's Representations and Additional Covenants.** Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follow and agrees that Owner is a third-party beneficiary of these representations, warranties and covenants:
 - a. Contractor has full rights and authority to enter 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 its obligations under this Contract.
 - d. Contractor will comply with all applicable law, regulations and rules in the execution and performance of under this Contract.
 - e. (i) Contractor has visited the project site where the Work is to be performed and become familiar with the local conditions (including existing structures) under which the work is to be performed, (ii) the payment terms are reasonable compensation for the work, (iii) the time for performing the work is adequate and

reasonable, (iv) Contractor has satisfied itself as to the nature, location, character, quality and quantity of the work and the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished; and (v) contractor understands the Specification will comply with their requirements.

- f. All materials and equipment furnished under this Contract will be of good quality and new, the Work will be performed in a skilled, high quality, and workmanlike manner, the Work will be free from defects not inherent in the quality required or permitted, and the Work will be performed and completed strictly in accordance with the requirements of this Contract.
- g. Contractor will keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract, and will remove such items from the project site upon completion of the Work.
- h. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- i. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.
- j. Contractor will not and has not offered or provided any government official with any bribe in relation to this Contract or the Work.
- k. Contractor does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
- l. Contractor and its subcontractors are not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.
- m. Contractor has not engaged in, and will not engage in, any of the following conduct: (i) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (ii) procuring a commercial sex act; or (iii) using forced labor.
- n. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

11. Miscellaneous.

- a. This Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties regarding the work.

Tender Package — Request for Bid (RFB)



b. Sections 8 and 10 will survive the termination of this Contract.

7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form template

The information provided will be used to evaluate the Company before contracting with the Mercy Corps.

Please complete all fields.

Supplier Information

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____

Tender Package — Request for Bid (RFB)



	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	
Name under which company is	

Tender Package — Request for Bid (RFB)



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>
--------------	--

Tender Package — Request for Bid (RFB)



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

Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including:: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.

Tender Package — Request for Bid (RFB)



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.
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: _____

Tender Package — Request for Bid (RFB)



Signature: _____

Date: _____

FOR MERCY CORPS USE ONLY

Following documents have been provided:

Documents	

Tender Package — Request for Bid (RFB)



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

Name _____

Title _____

Attachment 2 -Price Offer Sheet template

Price Offer Sheet			
Item Description	Quantity	Unit Price	Total Price
REHABILITATION OF 3 CLASSROOMS FOR AGARAN PRIMARY SCHOOL IN AGARAN VILLAGE GALKAYO	3 Classrooms		
Total before tax:			
VAT (if applicable)			
Total:			
Company Name:			

Tender No: [GAR'0012]

Tender Package — Request for Bid (RFB)



Name of Representative:
Title:
Signature:
Date:

Signature

Tender #: GAR/BID/0012/2021

Date*

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