# Invitation to Tender

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| **Tender Name:** Procurement of international/local research firm services for (Data Collection & Analysis) - RMS (Recurrent Monitoring Survey (RMS) for Drought Situation and Response in Somalia | | **Tender No: BID/MOG/0001/2022** |
| Location: Southwest State, Somalia | Correspondence Language(s): English | |
| **Brief Summary Description of Project:** Procurement of consultancy firm to collect Real-time Resilience Research to Inform Somalia’s Drought Response Planning “Recurrent Monitoring Survey (RMS) for Drought Situation and Response in Somalia” USAID-funded, Resilience Population-level Measurement (RPM) Program, Somalia. Mercy Corps (PR # MOG 2473) | | |

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| **Tender Package Available from:**  **(13 / May / 2022)** | **Tender Package Pickup Location:**  **(Somalijobs.net and Mercy Corps website)** |
| **Deadline for Offer Submission:**  **(1st / June / 2022; 16:00 EAT)** | **Submit Offers to:**  **(Mercy Corps Mogadishu office,**  [tenders@mercycorps.org](mailto: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: ([so-tender@mercycorps.org](mailto:so-tender@mercycorps.org) ) | |
| Last Day for Questions:  (23 / May / 2022) | Questions will be answered by:  (24 / May / 2022) |
| Questions will be answered through: ([so-tender@mercycorps.org](mailto:so-tender@mercycorps.org) , Somalijobs.net and Mercy Corps website) | |

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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 * Sample Contract |

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# General Conditions for Tender

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

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

**Mercy Corps strictly prohibits**:

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

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

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

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

* *The sharing or obtaining of confidential information*

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

* *Collusion between/among offerors*

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

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

[**http://mercycorps.org/integrityhotline**](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 proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

**2.3 Supplier Eligibility**

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

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

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

**2.4 Response Documents**

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

**2.5 Acceptance of Successful Response**

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

**2.6 Certification Regarding Terrorism**

It is Mercy Corps’ policy to comply with humanitarian principles and the laws and regulations of the United States, 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 USAID Contract Provisions Required by Law or Regulation**

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

1. The Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. Mercy Corps, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

(i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

(ii) Procure a commercial sex act during the period of this Contract;

(iii) Use forced labor in the performance of the Contract; or

(iv) Commit acts that directly support or advance trafficking in persons, including the following acts:

a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

* exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
* the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d. Charging employees recruitment fees ; or

e. Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.

1. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
   * + - 1. The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID’s Office of the Inspector General.
         2. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
         3. If Mercy Corps, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
         4. Definitions:

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

* + - * 1. The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.

1. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

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

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

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

1. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.
2. **Fly America Act**

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this Contract must be made on U.S. flag carriers to the extent service by such carriers is available. The US Government Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this Contract.

1. **Prohibition on Providing Funds to the Enemy**
   1. If the value of this Contract is USD $50,000 or more, the Contractor must—

Exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities; (2) Terminate or void in whole or in part any sub contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless Mercy Corps provides written approval to continue the contract.

Mercy Corps has the authority to terminate this Contract, in whole or in part, if the recipient failed to exercise due diligence as required by paragraph (a) of this clause or otherwise violates the requirements in paragraph (a).

* 1. Additional Access to Recipient Records

1. In addition to any other existing examination-of-records authority, Mercy Corps and/or the United States government is authorized to examine any records of the Contractor and its subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
   1. The Contractor is required to include the substance of this clause, in subcontracts funded under this Contract that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.
2. **Domestic preferences for procurements**

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this Contract.

For purposes of this section:

1. ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. The Contractor agrees to incorporate the terms, except for Term 11 - *Prohibition on Providing Funds to the Enemy*, of this schedule word-for-word in all of its subcontracts funded under this Contract, if any.  Term 11 is to be incorporated into subcontracts in accordance with the requirements of the term.

# 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:   * **Certified copy of business registration**(company/organization) in the country of incorporation and not necessarily Somalia * Provide a latest certified **copy of international/national tax registration-** in the country of incorporation but, not necessarily local tax registrations in Somalia. |
| **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:**   * List of **key personnel** (international/national) implementing the project and their current CVs * Provide **certified copies of international/ national** business license, registrations, and profile of local sub-partner (if applicable as co-applicant) * Provide copy of **tax registration** of the sub-partner/local consultant firm (if applicable as co-applicant). National/Somalia-based Sub-partners required to provide Somalia registration (if a co-applicant) * Provide information on **ownership structure** - name of directors/owners of the company(company/organization) and for the sub-partner/local co-applicant firm’s ownership structure * Provide **References** including names and contact information from previous clients who can be contacted regarding relevant experience (At least three similar assignments within Somalia and/or the region/international)   **Documents to conduct the Technical Evaluation and additional Due Diligence:**   * A technical proposal (10 pages maximum) with the following information/documents: * Corporate capability statement * Methodology of the Research * Technical Approach for each phase of the scope of work * Cost proposal, including anticipated LOE and daily rate per proposed staff member, per phase * Company Profile detailing years in services and clients served * List of relevant work done in Somalia and/or beyond (East Africa/International) * Recommendation letter from award organization or a contract attached * List of clients served in similar capacities * Eight max-pages of resumes for key senior and mid-level technical staff/consultants proposed for this SOW noting their education, abbreviated career history, career level (senior or mid-level), years of relevant work experience justifying career level classification and a list of relevant work in the past 5 years.   **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 include VAT and customs duties in their offer if any |
| **3.4 Currency**  Offers should be submitted in: United States Dollars (USD)  Payments will be made in: United States Dollars (USD) |

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| **3.5 Tender Evaluation (Trade-Off Selection Method)**  Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation**  ***Trade-Off Method***  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.  Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.  Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.  When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:   |  |  | | --- | --- | | **Point** | **Rationale** | | 0 | Not acceptable; has not met any part of the specified criteria | | 1-4 | Has met only some minimum requirements and may not be acceptable | | 5 | Acceptable | | 6-9 | Acceptable; has met all requirements and exceeds some | | 10 | Acceptable; has exceeded all requirements |  |  |  |  |  | | --- | --- | --- | --- | | **Evaluation Criteria** | **Weight**  **(%)** | **Possible Points**  **(1 to 10)** | **Weighted Score** | | **(A)** | **(B)** | **(A\*B)** | | **Corporate Capability Statement** (Demonstrating desired experience, showcasing previous experience or publications, qualitative and quantitative skills present, regional experience, Somalia specific experience, etc.) | 20% |  |  | | **Cost** (Best value for money) | 30% |  |  | | **Personnel proposed** (CVs demonstrate skills and experience as noted above, with appropriate mix of skills/staff in team proposed) | 20% |  |  | | **Technical Approach** | 30% |  |  | | **TOTAL POSSIBLE SCORE:** | **100%** |  |  | |
| **3.5.2 Additional Due Diligence**  Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):   * Reference Checks * Analysis of audited financial statements * Determination of relations and affiliations between offerors * Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform |

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# Offer Form

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

***Documents Comprising the Proposal***

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

* **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
* A detailed specification of the offered services (Proposal with clear technical and financial description)
* Delivery time/Schedule of the Work deliverables as per the Scope of Work(SoW)
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
* A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
* Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
* Other important documents offeror feels need to be attached to support their proposal

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

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

# 5. Scope of Work

**5.1 Background**

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| **Project/Consultancy Title:**  **Project Location(s):** | Real-time Resilience Research to Inform Somalia’s Drought Response Planning *“Recurrent Monitoring Survey(RMS) for Drought Situation and Response in Somalia”*  USAID-funded, Resilience Population-level Measurement (RPM) Program, Somalia  Mercy Corps. |

#### About Mercy Corps

Mercy Corps is powered by the belief that a better world is possible. To do this, we know our teams do their best work when they are diverse and every team member feels that they belong. We welcome diverse backgrounds, perspectives, and skills so that we can be stronger and have long-term impact.

#### Background/Program

Mercy Corps has been operating in Somalia since 2008. With a staff of around 100 people and programs operating throughout the country, Mercy Corps’ country goal is building a peaceful and prosperous Somalia where all people feel secure, are economically empowered, and are meaningfully engaged. Mercy Corps’ current portfolio in Somalia focuses on humanitarian response and resilience; inclusive economic growth; enhancing trust and accountability between communities and their government; and improving youth livelihood and education opportunities. All Mercy Corps interventions in Somalia are implemented in a conflict and gender sensitive manner.

Diagram, map

Description automatically generated

Mercy Corps is implementing the five-year USAID-funded **Somalia Resilience Population Measurement (RPM) Activity.** RPM aims to develop and lead a resilience measurement system on the collective resilience outcomes at a population level and build the capacity of participating stakeholders to estimate individual contributions to collective resilience outcomes in the USAID Country Development Cooperation Strategy (CDCS) Focal Zone, which includes **Banadir, most of Southwest State, and extends to limited areas in Hirshabelle State and Juba State.** RPM will establish a common measurement and analytics process among diverse actors in Somalia to link single-program-focused resilience capacity measurement methodologies previously piloted in Somalia and advance analytics to link diverse stakeholder-level contributions to collective, population-level resilience outcomes. **The goal of RPM is to inform and improve stakeholder activities that contribute to resilience capacities that matter most for populations in the target zone.** This will be achieved through two objectives: 1). Participating stakeholders have the ability to estimate individual contributions to collective resilience capacities, and 2). Population level change in resilience is assessed through an innovative mixed methods measurement system. The mixed methods measurement systems will consist of a: 1). Population-level Panel Surveys, 2). Recurrent Monitoring Surveys (RMS), and 3). Humanitarian Assistance Averted (HAA) Analysis. More broadly, the primary goal of these activities is to generate actionable evidence and learning that informs USAID’s investments in resilience capacities that matter most for populations in the CDCS focal zone. As part of these efforts, RPM plans to launch the first round of its Recurrent Monitoring Surveys with the specific aim to provide **real-time analytics to local and international first responders involved in the current drought response along with generating readily available learning to inform future resilience building efforts.**

**Project/Consultancy Description:**

This consultancy seeks the services of a survey firm with strong networks and field presence in the USAID’s CDCS focal zone to implement an exploratory, mixed-method Recurrent Monitoring Survey (RMS) with the goal of generating actionable learning to inform the country’s current drought response and the scope of future resilience-building activities. The research will cover three broader themes: positive deviant strategies, social capital and the role of psychosocial factors in resilience and shock recovery.

Within the first group of questions, the research will seek to identify which communities and households have responded to the current drought more effectively compared to other groups from the same geographical and livelihood contexts and unravel what resilience capacities enabled them to do so. This is to assess whether and how past USAID-supported interventions strengthened the resilience capacities of positive deviant households and make recommendations on which capacities future resilience-building efforts should target at scale.

Concerning the second research theme, previous studies converge that social connections are a matter of life and death in times of severe, prolonged shocks such as the 2011 famine or the 2016/2017 drought. Building on this line of research, the project endeavors to examine main social groups in current drought hotspots within the CDCS zone, who have low social capital and are unlikely to benefit from local support mechanisms. In doing so, the ultimate purpose is to inform the vulnerability targeting criteria used by humanitarian NGO and provide donors with a set of measures to be able to better monitor whether humanitarian assistance is reaching the most vulnerable with the least social capital. Along the same lines, the study will also look into what humanitarian NGOs could do to enhance the information access of marginalized and poorly connected rural communities, with the aim of helping them find up-to-date information on where to access humanitarian assistance.

Lastly, the third group of inquiry will investigate how affected communities cope with the adverse impacts of drought on their mental health, such as what forms of social support are most sought-after and whether and how humanitarian NGOs could best contribute to these processes. Relatedly, the project will also examine main barriers towards NGO-facilitated psycho-social services and explore the potentials and limitations of scaling up such services in the current drought response.

The research questions outlined are going to be examined in two separate contexts, covering 1) settlements who participated in resilience-building activities in the past 12 months and 2) communities who have received humanitarian assistance in response to the current drought. Geographically, the study spans across four districts, with the provisional list of areas including Baidoa, Hudur, Wajid and Wanlaweyn.

This research is to be executed in two stages. The first phase will be devoted to developing detailed field protocols and making necessary logistical arrangements in collaboration with the RPM research team. In the second phase, the data collection firm will be required to collect a sample of **800 field surveys** in 12 districts. The duration of the quantitative surveys will be about 25 minutes. We expect the selected firm to engage enumerators and team leaders per district. Enumerators should follow a strict survey protocol in line with pre-agreed data quality measures, which should be carried out by the respective team leaders and reported to the RPM team in real time.

**5.2 Scope of Work (for Service)**

**Description of Consultancy Phases and Activities**

The requested services will encompass a wide range of activities relating to the planned enumeration, consisting of three phases over a 2-month period. Table 1 shows the estimated timeline per phase.

***Phase 1: Preparation and Protocol for Data Collection and Data Management***

Planned Activities:

* Develop a comprehensive field protocol for the qualitative and quantitative components of the research covering roles and responsibilities, quality measures applied, data privacy and data management approach
* Prepare a data collection plan with detailed timelines
* Develop training materials for the qualitative interviews
* Develop training materials for the quantitative surveys
  + The agenda and the materials of the quantitative training sessions need to be pre-approved by Mercy Corps and should include quizzes and mock interviews to test the knowledge of enumerators; note that the training should also serve as a screening process for skilled interviewers.
* Work together with RPM to do necessary logistical preparations
* Note that the translation and the field pilot of the survey tools will be led by the RPM research team

Deliverables:

* Detailed Data Collection Protocol
* Training Materials

***Phase 2: Quantitative Data Collection***

Planned Activities

* Carry out a training session with selected enumerators
* Organize data collection
* Manage and oversee the collection of 800 household survey in 12 districts within the CDCS focal zone
* Submit data collection progress reports on a weekly basis, reporting on the following:
  + Number of surveys that are of appropriate quality, meaning
    - Their duration are within pre-agreed minimal standards
    - They were conducted in the correct location (validated by their GPS) and time (between 7:00 am and 6:00 pm)
    - As a best practice, interviews should be submitted on the same day as the data collection where the network conditions allows
    - Mercy Corps will reject the interviews which do not adhere to the agreed data quality protocol and the selected company will be expected to reconduct these on their own cost
  + Number of successful and unsuccessful interview broken down per settlement
  + Number of interviews refused and reasons of refusal
  + Analysis of non-consenters, variables with a high share of ‘Don’t know’ and outliers
  + Time and GPS coordinates of surveys
  + Any challenges and how they were addressed
* Conduct a call-back survey on 5% percent of the total sample and prepare a short report with main findings on survey coherence and data quality
* Final report with successful and unsuccessful surveys
  + Submit a final report including an overview of successfully completed interviews, adherence to agreed survey and sampling strategy; and any relevant observations made, and issues experienced by the research firm and its enumerators
  + Summary table with an overview of sampling targets versus reached at the settlement level
  + Error book capturing data entry issues used
  + Cleaned dataset with corrected entry errors that were highlighted in the data collection logbook

**Deliverables:**

* Data collation plans
* Training Package
* Weekly data collection reports
* Final Data Collection Report
* Dataset with corrected data entry errors

**Timeframe / Schedule:**

The total duration of the consultancy is 25 days. The estimated timeframe of this consultancy starting from **June 12 to August 10, 2022.**

Table 1 - Consultancy Deliverables, Schedule and Estimated Level of Effort

|  |  |  |
| --- | --- | --- |
| **Activity** | **Timeline** | **LOE** |
| **Phase 1: Preparations** | | |
| **In total** |  | **5 days** |
| Detailed data collection protocol | June week 2 | 5 days |
| **Phase 2: Quantitative Survey** | | |
| **In total** |  | **20 days** |
| Training of team leaders and enumerators | June week 4 | 3 |
| Field enumeration | July week 1 &2 | 12 |
| Final Data Collection Report | July week 4 and August week 1 | 5 |
| **Overall, all Days of the Survey in the SOW** | | **25 days** |

**Mercy Corps Team Composition and Participation**

The firm will be managed by **Jaafarsadiq,** RPM Deputy Chief of Party and technically will report to **Dennis Nyakeya**, RMEL Manager of RPM. The firm will also work closely with **Osman Adar** (RPM’s CoP) and **Jill Scantlan**, Senior Researcher for Mercy Corps Global. The firm will also engage with the RPM Research Team **Jeeyon Kim** alongside other stakeholders and component leads.

Mercy Corps will be responsible for conducting the following activities:

Phase 1

* Working with the selected firm to develop the protocol for data collection and data management
* Providing the research instruments in English and Somali

Phase 2

* Reviewing the daily progress displayed by the real-time data monitoring dashboard along with rapid feedback on the weekly field reports on data quality
* Reviewing the report of the data-call back exercise
* Providing feedback on the final data collection report

**Required Firm Experience/Skills**

* The lead consultant proposed by the selected survey firm should possess a Master’s degree or equivalent experience in social sciences, research, or related field (PhD preferred)
* At least 8-10 years of experience implementing large-scale household surveys for international development/humanitarian assistance projects, including successfully completed past data collection projects in the USAID FCDC focal zone in Somalia
* Previous experience in panel surveys including extensive know-how on track survey respondents over time
* Substantial project experience in implementing field research with vulnerable populations in hard-to-reach areas in Somalia
* Advanced software knowledge of commonly used tools for data collection, including ONA, Survey CTO or Kobo Toolbox (for digital data collection) and R, Stata or Tableau (for data quality monitoring)
* Extensive network of highly qualified team leaders and local enumerators in the CDCS focal zone
* Detail oriented to ensure quality and consistency
* Ability to remotely manage and coordinate with evaluation stakeholders and implementers
* Strong work ethic and the ability to work well independently and as part of a team.
* Written and oral fluency in English required

**Additional Requirements (preferred)**

* Prior experience conducting research studies in Somalia and/or Horn of Africa in the field of resilience
* Prior experience with resilience studies for USAID-funded activities
* Prior experience with conducting, phone SMS, IVR and/or WhatsApp surveys
* Familiarity with Mercy Corps’ and/or USAID’s resilience measurement approaches

**Selection Criteria**

|  |  |  |
| --- | --- | --- |
| **Section** | **Total Points Possible** | **Weighting** |
| **Corporate Capability Statement** (Demonstrating desired experience, showcasing previous experience or publications, qualitative and quantitative skills present, regional experience, Somalia specific experience, etc.) | **1 to10** | **20%** |
| **Personnel proposed** (CVs demonstrate skills and experience as noted above, with appropriate mix of skills/staff in team proposed) | **1 to 10** | **20%** |
| **Technical Approach** | **1 to10** | **30%** |
| **Cost** (Best value for money) | **1 to10** | **30%** |
| **Total Score** |  | **100%** |

**Application Instructions**

**The firm should submit:**

* **A Technical Proposal** (10 pages maximum) with the following information/documents:
  + **Company Profile** detailing years in services and clients served
  + **Corporate capability statement**
  + **Methodology of the Research**
  + **Technical Approach** for each phase of the scope of work
  + **Cost proposal,** including anticipated **LOE** and daily rate per proposed staff member, per phase
  + **List of relevant work** done in Somalia and/or beyond (East Africa/International)
  + **Recommendation** letter/evidence from award organization or a contract attached/provided
  + **List of clients** served in similar capacities
* **Eight max-pages** of resumes for key senior and mid-level technical staff/consultants proposed for this **SOW** noting their education, abbreviated career history, career level (senior or mid-level), years of relevant work experience justifying career level classification and a list of relevant work in the past 5 years.

**Mandatory Requirements from Tender Submittals**

a) Certified copy of **business registration**(company/organization) in the country of incorporation and not necessarily Somalia

b) **List of key personnel** (international/national) implementing the project and their current CVs

c) Provide a **certified copy of international/national tax registration**- in the country of incorporation but, not necessarily local tax registrations in Somalia.

d) Provide **certified copies of international/ national business license**, registrations, and profile of local sub-partner (if applicable as co-applicant)

e) Provide copy of **tax registration of the sub-partner/local consultant firm** (if applicable as co-applicant). **National/Somalia-based Sub-partners** required to provide Somalia registration (if a co-applicant)

f) Provide information on **ownership structure** - name of directors/owners of the company(company/organization) and for the sub-partner/local co-applicant firm’s ownership structure

g) **Provide References** including names and contact information from previous clients who can be contacted regarding relevant experience (At least three similar assignments within Somalia and/or the region/international)

7. Successful bidder will be required to sign **Mercy Corps Supplier Code of Conduct** form

**Mercy Corps is looking for Consultancy firms with the following qualities**

* Strong experience in mixed-method research demonstrated through publications in resilience research or description of past and current projects
* Previous experience designing and implementing panel/RMS studies with vulnerable populations in hard-to-reach areas
* Advanced analysis skills including panel/RMS survey analysis and quantitative analysis of information derived from vulnerable populations in fragile contexts
* Substantial research work in resilience or a related field with a geographical focus on Sub-Saharan Africa, preferably on the dry lands of the Horn of Africa
* Demonstrated unique capabilities relevant to this scope of work
* All resumes contain all information requested in this SOW (see scoring guidance for more details)

**Logistics, Security and Communication Protocols**

The consultants will be responsible for their own logistics (i.e. transport and accommodation if necessary). The consultants will also be responsible for their own insurances, vaccinations, health, and security preparedness. Mercy Corps will provide relevant information as per its applicable policies. The lead firm and support firms are expected to comply with key policies of Mercy Corps where deemed necessary. Mercy Corps shall be kept in the loop in key communications pertaining to the consultancy to government and/or other third parties while in operation. Mercy Corps will assign staff based in the field to offer guidance and cooperate for its business. All decisions of Mercy Corps in Somalia are made by the Country Director, including security and safety matters.

#### Safeguarding & Ethics

Mercy Corps is committed to ensuring that all individuals we come into contact with through our work, whether team members, community members, program participants or others, are treated with respect and dignity. We are committed to the core principles regarding prevention of sexual exploitation and abuse laid out by the UN Secretary General and IASC. We will not tolerate child abuse, sexual exploitation, abuse, or harassment by or of our team members. As part of our commitment to a safe and inclusive work environment, team members are expected to conduct themselves in a professional manner, respect local laws and customs, and to adhere to [**Mercy Corps Code of Conduct Policies**](https://www.mercycorps.org/who-we-are/ethics-policies)and values at all times. It is our responsibility to ensure team members, operations and programs do no harm to the people and communities we work with or put anyone, especially vulnerable populations, at risk of abuse or exploitation. Mercy Corps through its procurement Conduct and Ethics remains committed to implementing and maintaining the highest standard of efficiency and integrity in the procurement of Goods, Services, and Works. Mercy Corps has Zero tolerance for violations of Mercy Corps Safeguarding policies.

# Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract.

**Contract No. \_\_\_\_\_\_\_**

THIS SERVICE 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”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) is as follows:

1. **Defined Terms**. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.
2. **Delivery of Services**.
   1. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.
   2. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.
3. **Compliance with SOW and Changes to the SOW.** Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor's performance under the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change Services timely and fully delivered and performed before the date of the change. 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 SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.
4. **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 Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps’ donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the Contract Number; (ii) Contractor’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding $25 USD, and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps’ receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps’ reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.
   2. Except as otherwise provided in the Statement of Services, 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 set forth in the notice of disputed charges.
   3. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.
5. **Taxes, Duties and Expenses**.
   1. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. 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 notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
   2. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.
6. **Representations, Warranties and Additional Covenants**. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.
   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 Services in accordance with the SOW.
   3. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
   4. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
   5. 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>).
   6. 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.
   7. Contractor, including its owners or employees, 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.
   8. Contractor is 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.
   9. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) 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); (B) procuring a commercial sex act; or (C) using forced labor.
   10. 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.
7. **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 Services. Neither party will be deemed an agent or partner of the other party.
8. **Work Product and Intellectual Property Rights**.
   1. “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
   2. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.
   3. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.
   4. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.
   5. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”.
9. **Confidentiality**. Contractor will maintain, and cause each of its 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.
10. **Indemnification**. Contractor will indemnify Mercy Corps and each of its 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 by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor 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.
11. **Termination.** 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 Schedule I 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 this Contract;
    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 due to Contractor’s breach of this Contract or by Contractor for Contractor’s convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps’ breach of this Contract, 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.

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 for a period of seven years following the completion of the Contract.
3. **Additional Donor Terms and Conditions**. The Donor Terms (if any) 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 any other provision of 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. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. 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 Contracts 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.

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

|  |  |
| --- | --- |
| **MERCY CORPS**  By:  Name:  Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title: |

**Statement of Services – Fixed Price**

|  |
| --- |
| **1. Services and Statement of Work**: In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.  a. Background: [*Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFQ/RFP.]*  b. Scope of Work: *[Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables. Substantial discretion should be given to the Contractor on how the deliverables are achieved. Therefore, this section should only specify steps without which the Contractor could not possibly produce acceptable deliverables.]*  c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 2 below:  i. Deliverable 1: *[Include a detailed description of the individual deliverable, the standard the work must be completed to, any specifications, how it must be completed, what the physical submission of said deliverable will be, etc. Deliverables should be as tightly defined as possible to ensure that we receive the intended value and so as to limit miscommunication and litigation]*  ii. Deliverable 2:   iii. Deliverable 3:  *[add additional deliverables as needed].*  The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”). |
| **2. Performance Period:** The start date of this Contract is XXX and, unless earlier terminated in accordance with Section 11, has an end date of XXX. The individual due dates of each deliverable are as follows:   |  |  |  | | --- | --- | --- | | **Deliverable #** | **Deliverable Description** | **Deliverable Due Date** | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |
| **3. Pricing:** This is a firm and fixed price Contract that includes a ceiling amount of XXX for Services rendered under this Contract. Payments will be made according to the deliverables schedule below:   |  |  |  |  | | --- | --- | --- | --- | | **Deliverable #** | **Deliverable Description** | **Deliverable Price** | **Total Contract Price** | |  |  |  |  | |  |  |  | |  |  |  | |  |  |  | |
| **Invoicing and Payment Terms: *[****Upon written acceptance by Mercy Corps of each Services deliverable] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”). |
| **Key Personnel:** *[if applicable, include a list of the Contractor’s personnel that are key to the bargain and the project and that the Contractor cannot change without prior written approval. If not applicable, note “Not Applicable” here.] (the “Key Personnel”).* |

**Authorized Representatives and Contact Information:**

|  |  |
| --- | --- |
| **Mercy Corps**: *Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:* | **Contractor**: *Contractor’s authorized representative for all purposes is:* |
| *Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.* | |

**Termination for Convenience Notice Period**: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the “Termination Notice Period”)

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

# 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:  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 registered at bank |  |
| Payment Terms | Payment By: Check Yes | No Wire Transfer 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: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |

**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 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:

Signature:

Date:

***FOR MERCY CORPS USE ONLY***

**Following documents have been provided**

|  |  |
| --- | --- |
| **Documents** | |
| **Legal Business Registration** |  |
| Latest **Tax Registration** Certificate |  |
| List of **key personnel** (international/national) implementing the project and their current CVs |  |
| Provide **certified copies** of international/ national business license, registrations, and profile of local sub-partner (if applicable as co-applicant) |  |
| Company Profile |  |
| References from previous work projects |  |
| Provide copy of **tax registration** of the sub-partner/local consultant firm (if applicable as co-applicant). National/Somalia-based Sub-partners required to provide Somalia registration (if a co-applicant) |  |
| Provide information on **ownership structure** - name of directors/owners of the company(company/organization) and for the sub-partner/local co-applicant firm’s ownership structure |  |

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

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

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

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

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

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

**Attachment 2 -Price Offer Sheet template**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Price Offer Sheet** |  |  |  |  | | **Item Description** | **Quantity** | **Unit of Measure** | **Unit Price** | **Total Price** | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | | **Total before tax:** |  |  |  |  | | **VAT (if applicable)** |  |  |  |  | | **Total:** |  |  |  |  | |  |  |  |  |  | | **Company Name:** |  | | | | | **Name of Representative:** |  | | | | | **Title:** |  | | | | | **Signature:** |  | | | | | **Date:** |  | | | | |  |  |  |  |  | | **Tender #:** |  | | | | |