



RE-ADVERTISEMENT REQUEST FOR PROPOSAL (RFP)

	DATE: July 23, 2017
	REFERENCE: UNDP/PSO/RFP/2017/012 Operationalization of the Fragility Index & Maturity Model (FIMM).

Dear Sir / Madam:

We kindly request you to submit your Proposal for the *Operationalization of the Fragility Index & Maturity Model (FIMM)*.

Please be guided by the form attached hereto as Annex 2 & 3, in preparing your Proposal.

Proposals must be submitted on or before **Friday, July 28, 2017 no LATER THAN 5:00pm Kenyan time (GMT +3:00)** via email. The subject line of the e-mail(s) should state: UNDP/PSO/RFP/2017/012 Operationalization of the Fragility Index & Maturity Model (FIMM).

**Official Address for the e-submission: bids.so@undp.org
Attention: Procurement Specialist**

Quotations **MUST** be submitted by email and must be limited to a maximum of 5MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. When submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files. They must be limited to a maximum of 5MB and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 6.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Iryna Malykh
Head of Procurement Unit
7/23/2017

Description of Requirements

Context of the Requirement	<i>Peacebuilding Fund Priority Plan for Somalia 2016-2019, operationalization of the Fragility Index & Maturity Model (FIMM).</i>
Implementing Partner of UNDP	Peacebuilding Fund Secretariat, Integrated Office of the DSRSG/RC/HC and the UNSOM CRESTAA unit
Brief Description of the Required Services	<p>For the FIMM data collection, the implementing partners seek to engage a service provider who can either (a) deploy qualified data collectors to selected district capitals in Somalia, or (b) engage qualified existing personnel who currently reside in selected district capitals in Somalia. Data collectors should be Somali nationals with the ability to collect information in Somali and transcribe it into English reporting forms.</p> <p>For the Community Recovery and Extension of State Authority and Accountability (CRESTAA) one-off analysis report, the implementing partners seek to engage a service provider who can provide a comprehensive analytical report drawing on several data sets (Ministry of Planning Aid Flow Mapping, UNDSS Security Bulletin, CRESTAA Common Operational Picture, Fragility Index and Maturity Model, Department of Political Affairs Conflict Analysis Somalia 2017, Somalia Stability Fund conflict analysis 2016, OCHA 3W and UNCT programmes mapping, and other relevant data sets agreed with the implementing partner) and produce a synthetic report, containing infographics and maps, with recommendations for the UN and the international community to support the Federal Government of Somalia to extend the presence of its State institutions, their legitimacy, and accountability in a specific Federal Member State (to be determined with the Implementing Partner).</p>
List and Description of Expected Outputs to be Delivered	<p>Two rounds of data collection using the FIMM tool for 16 district capitals across Jubbaland, South West State, Hirshabelle, and Galmudug (four in each state).</p> <p>A (maximum 15-20 page) comprehensive CRESTAA analysis report.</p>
Person to Supervise the Work/Performance of the Service Provider	<i>Peacebuilding Fund Coordinator, Office of the DSRSG-RC-HC</i>
Frequency of Reporting	<i>Weekly during data collection and monthly in pre/post data collection phases.</i>
Progress Reporting Requirements	Data collectors should submit their Data Gathering Forms to the Implementing Partner focal point first for quality control and then onto to the CRESTAA Stabilization Advisor, who will conduct an initial review

	/ quality control of both quantitative and qualitative information. This focal point may need to solicit further information or clarification from data collectors, and will then submit the reviewed Data Gathering Forms to CRESTA/A.											
Location of work	<input checked="" type="checkbox"/> Exact Address: 16 district capitals across Jubbaland, South West State, Hirshabelle, and Galmudug (four in each state); cf. detailed list below in travels expected.											
Expected duration of work	Five months											
Target start date	30 th August, 2017											
Latest completion date	30 th January, 2018											
Expected travels	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Baardheere, Jubbaland Afmadow, Jubbaland Garbaharey, Jubbaland Dollow, Jubbaland Berdale, SWS Afgoye, SWS Xudur, SWS Barawe, SWS Balcad, Hirshabelle Johar, Hirshabelle Jalalaqsi, Hirshabelle <i>Mataban, Hirshabelle</i> <i>Cadaado, Galmudug</i> <i>Galkayo, Galmudug</i> <i>Caabudwaaq, Galmudug,</i> <i>Hoby, Galmudug</i></td><td>3-5 days per round (x 2)</td><td>Data collection</td><td>September 2017 and January 2018</td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Baardheere, Jubbaland Afmadow, Jubbaland Garbaharey, Jubbaland Dollow, Jubbaland Berdale, SWS Afgoye, SWS Xudur, SWS Barawe, SWS Balcad, Hirshabelle Johar, Hirshabelle Jalalaqsi, Hirshabelle <i>Mataban, Hirshabelle</i> <i>Cadaado, Galmudug</i> <i>Galkayo, Galmudug</i> <i>Caabudwaaq, Galmudug,</i> <i>Hoby, Galmudug</i>	3-5 days per round (x 2)	Data collection	September 2017 and January 2018
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Deadline for the Submission of Quotation	<p align="center">SUBMISSION OF BIDS VIA EMAIL ONLY TO: <i>bids.so@undp.org</i> with the title: UNDPSO/RFP/2017/012 Operationalization of the Fragility Index & Maturity Model (FIMM).</p> <p align="center">NO HARD COPY WILL BE ALLOWED.</p>											
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A											
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required											

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																					
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars																					
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																					
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>																					
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																					
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Schedule of activities and travel plans</td><td>10%</td><td>10 days after contract signature.</td><td rowspan="5"> <p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p> </td></tr> <tr> <td>First round of data collection</td><td>30%</td><td>2 months after contract signature</td></tr> <tr> <td>Second round of data collection</td><td>30%</td><td>5 months after contract signature</td></tr> <tr> <td>One-off CRESTAA analysis report</td><td>30%</td><td>Within 10 weeks after contract</td></tr> <tr> <td colspan="4">Payment for out of pocket expenses, if applicable, will based on the actual expenditure, upon submission of receipts.</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Schedule of activities and travel plans	10%	10 days after contract signature.	<p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>	First round of data collection	30%	2 months after contract signature	Second round of data collection	30%	5 months after contract signature	One-off CRESTAA analysis report	30%	Within 10 weeks after contract	Payment for out of pocket expenses, if applicable, will based on the actual expenditure, upon submission of receipts.			
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Office of the DSRSG/RC/HC, Peacebuilding Fund Coordinator; UNSOM CRESTAA, Head of Unit																					

Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 25% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 15% <i>Please see the detailed breakdown of the criteria for selecting the best offer in Annex 4</i> <p><u>Financial Proposal (30%)</u></p> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 6) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> Detailed Evaluation criteria (Annex 4) <input checked="" type="checkbox"/> FIMM data form and user guide (Annex 5)
Contact Person for Inquiries (Written inquiries only)	Vivian Bonareri Procurement Associate vivian.bonareri@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	N/A

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet or equivalent in accordance with national law indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (For the last 3 years)*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, if any.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. **Qualifications of Key Personnel**

The Service Provider must provide:

- a) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) *CVs demonstrating qualifications must be submitted; and*
- c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. **Cost Breakdown per Deliverable***

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Schedule of activities and travel plans	10%	
2	First round of data collection	30%	
3	Second round of data collection	30%	
4	One-off CRESTAA analysis report	30%	
	Total	100%	

**This shall be the basis of the payment tranches*

Payment for out of pocket expenses, if applicable, will be based on the actual expenditure, upon submission of receipts.

E. **Cost Breakdown by Cost Component [This is only an Example]:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services (Indicate the staff as required)				
Lead researcher				
Data collectors				
(Add as many rows as necessary)				
II. Out of Pocket Expenses (Please provide a detailed breakdown)				
1. Flights (if required, economy class on most direct route and specify the routing)				
2. Travel Costs - Ground				
3. Accommodation				
4. Daily Allowance				
5. Communications				
6. Reproduction				
7. Equipment Lease				
8.. Others				
III. Other Related Costs				

[Name and Signature of the Service Provider's

Authorized Person]

[Designation]

[Date]

Terms of Reference (TOR)

A. Community Recovery and Extension of State Authority and Accountability – Analysis

B. Project Description

a) Project Rationale, background and objectives:

UNSOM CRESTA/A (Community Recovery and Extension of State Authority / Accountability) supports the Somali Government in its state building and community recovery activities, and has identified three key priorities to guide its efforts. These are:

- Priority Area 1: Coordination Role – Promote inclusive and coherent community recovery and statebuilding policies to achieve a self-sustaining sovereign state and reduce poverty
- Priority Area 2: Analytical Role – Promote the use of evidence based policy in coordination and programme design to identify both fragility and reduce resource gaps
- Priority Area 3: Catalytic Role – Including through the Peacebuilding Priority Plan Midnimo and Daldhis projects, the ‘Support to Stabilisation’ (S2S) project, and the national window pilot project funded by the Peacebuilding Support Office.

The Fragility Index & Maturity Model (FIMM) represents one aspect of Priority Area 2, and seeks to provide government, security, stabilization, and development partners with evidence to better understand governance, security, and socio-economic conditions at the district level to then catalyze appropriate operational strategy and programming support to those areas. Information collected through the FIMM will be used to generate quarterly trend analyses and will feed into brief narrative District Profiles, also produced quarterly. These District Profiles should provide a basis for discussion among security, governance, and development stakeholders, and should be considered in addition to analyses produced by others – e.g. AMISOM Civil Affairs is producing weekly District Analyses based on field level observations around security, governance, local grievances, etc. UNICEF generates district scorecards specifically around social services provision.

b) Context of required services

The FIMM Data Gathering Form is designed to collect information at the Somali District level (specifically, the District Capital level). The Form contains a series of quantitative and qualitative questions grouped into three categories. These categories loosely reflect the three Focus Areas of the FGS Stabilization Strategy, and are:

- Section 1: Governance / Social Cohesion and Peace building
- Section 2: Security / Rule of Law
- Section 3: Socio-Economic

For the quantitative questions, each question allows a maximum number of marks to be allocated. Some of the questions are Yes / No questions where either all or none of the marks are awarded. Other questions reflect a positive scale where the enumerator will assign marks between the minimum and maximum based on his/her assessment informed by direct observation and/or with input from interviewed stakeholders. A few questions reflect a negative scale, whereby the enumerator will reduce marks between the minimum and maximum marks based on observation and/or stakeholder input.

Some questions either allow for or directly ask for qualitative observations, to enable the enumerator to provide greater detail or nuance on an issue. Based on piloting the FIMM in one district thus far, we have learned that the more description / detail that can be provided in response to qualitative questions, the richer the district analysis will be.

c) Setting of the project work

CRESTA/A intends to collect data for 16 districts across Jubaland, South West State, Hirshabelle, and Galmudug States – approximately four districts per federal state. All districts selected will be under pro-government control, though the partner may propose how data collectors may best access the district if they are not already on site. Data collectors will be expected to travel to the following locations (indicative and subject to change):

Baardheere, Jubbaland
Afmadow, Jubbaland
Garbaharey, Jubbaland
Dollow, Jubbaland
Berdale, SWS
Afgoye, SWS
Xudur, SWS
Barawe, SWS
Balcad, Hirshabelle
Johar, Hirshabelle
Jalalaqsi, Hirshabelle
Mataban, Hirshabelle
Cadaado, Galmudug
Galkayo, Galmudug
Caabudwaaq, Galmudug,
Hoby, Galmudug

. Scope of Services, Expected Outputs and Target Completion

a) Major activities expected

The main activities expected are:

- Two rounds of data collection using the FIMM tool for 16 district capitals across Jubaland,

South West State, Hirshabelle, and Galmudug (four in each state).

- A desk review of the following data sets (Ministry of Planning Aid Flow Mapping, UNDSS Security Bulletin, CRESTAA Common Operational Picture, Fragility Index and Maturity Model, Department of Political Affairs Conflict Analysis Somalia 2017, Somalia Stability Fund conflict analysis 2016, OCHA 3W and UNCT programmes mapping, and other relevant data sets agreed with the implementing partner) as the basis for producing of comprehensive one-off CRESTAA analysis report for one Federal Member State.

b) The main deliverables expected are:

- Two rounds of FIMM questionnaires fully completed in English for each of the 16 districts listed above in 1) c). The first round of data collection should be completed within two months of contract signature. Although the same FIMM Data Gathering Form will be used for both rounds, in the 2nd round, particular attention should be paid to 'what has changed' in the district (positively, negatively, or not at all). Initially, the assignment will be for a period of 4-5 months, enabling data collectors to collect two rounds of information per district – an initial round, which can be considered a baseline round, followed by a second round 3 months later.

- A synthetic report for one Federal Member State (maximum 15-20 page), containing infographics based on regression analyses and maps, with recommendations for the UN and the international community to support the Federal Government of Somalia to extend the presence of its State institutions, their legitimacy, and accountability in a specific Federal Member State (to be determined with the Implementing Partner). The report should not be descriptive but rather focus on the analysis (answering the so what? question) and offer some recommendations. The report should be delivered within 10 weeks from the contact start date.

c) Literature list

- Ministry of Planning Aid Flow Mapping,
- UNDSS Security Bulletin,
- CRESTAA Common Operational Picture data base (access will be provided to the awardee),
- Fragility Index and Maturity Model,
- Department of Political Affairs Conflict Analysis Somalia 2017,
- Somalia Stability Fund conflict analysis 2016,
- OCHA 3W and UNCT programmes mapping,
- and other relevant data sets agreed with the implementing partner

E. Institutional Arrangements

a) Supervision

The work and performance of the Service Provider will be supervised by the Peacebuilding Fund Coordinator who is part of the Office of the DSRSG-RC-HC for Somalia.

The data collectors should submit their Data Gathering Forms to the Service Provider focal

point who will conduct an initial review / quality control of both quantitative and qualitative information. The Service Provider (SP) focal point will then submit the completed FIMM questionnaires onto to the Implementing Partner focal point, namely the CRESTAA Stabilization Advisor in the UNSOM CRESTAA unit. This CRESTAA unit focal point, may need to solicit further information or clarification from data collectors, which may then require the SP focal point to re-submit the reviewed Data Gathering Forms to CRESTAA.

b) Frequency of reporting

- Weekly during data collection and monthly in pre/post data collection phases.
- The implementing partner should maintain regular contact with the CRESTAA stabilization advisor to inform him of any challenges in carrying out the tasks or if need be ask for clarifications.

c) Institutional focal points

- UNSOM, CRESTAA Unit, Stabilization Advisor (FIMM data collection)
- Office of the DSRSG/RC/HC for Somalia, Peacebuilding Fund Secretariat, Peacebuilding Fund Coordinator (CRESTAA analytical report)

d) Roles of the institutional focal points

- UNSOM, CRESTAA Unit, Stabilization Advisor: review and approve quality of FIMM data collection.
- Office of the DSRSG/RC/HC for Somalia, Peacebuilding Fund Secretariat, Peacebuilding Fund Coordinator: review and approves the CRESTAA analytical report and signs off on payment requests.

e) Support

UNSOM and the Office of the DSRSG/RC/HC will provide access to relevant data bases and background material to the selected service provider upon signature of a confidentiality agreement.

UNSOM and the Office of the DSRSG/RC/HC will assist with travel arrangements via UN flights when no commercial options are available / safe. The full costs of these travels will be borne by the Service Provider.

F. Duration of the work

a) Duration of the assignment

The full duration of the assignment will be no longer than 5 months. The first round of FIMM analysis should be completed within two months of contract signature. The second round should be completed three months after the first round. The CRESTAA analytical report should be delivered within 10 weeks from the contract start date.

b) Review time

UNSOM CRESTAA Unit and the Office of the DSRSG/RC/HC will take a maximum of 2 weeks to review the deliverables and provide comments to the service provider from the date of

submission of the deliverables.

c) The first round of FIMM data collection will feed into the CRESTAA analytical report. It is important that the two are synched. The two rounds of FIMM data collection will also be a source of information as proxy indicators for the Monitoring and Evaluation of Midnimo and Daldhis programmes in Jubbaland and South West State.

G. Location of the work

a) Expected locations where service will be rendered: cf. 2 c)

b) Office presence

The service provider focal point will be required to meet with UNSOM CRESTAA and/or the PBF Coordinator on a monthly basis in person either in Mogadishu or in Nairobi to report on progress and discuss implementation challenges. More frequent meetings can be called by the Service Provider or the Implementing Partners.

H. Qualifications Required

a) Type of firm:

The UNSOM CRESTAA unit / PBF Secretariat seek to engage a partner who can either (a) deploy qualified data collectors to selected district capitals in Somalia, or (b) engage qualified existing personnel who currently reside in selected district capitals in Somalia, and (c) produce a high quality analytical paper based on quantitative and qualitative desk review and data sets analysis.

b) Type of experts:

The Service Provider may propose which option is preferable, but for the FIMM, data collectors should have the following qualifications:

- An understanding of security / political / economy dynamics in the newly established federal member states;
- Ability to objectively identify and interpret sensitive information, e.g. regarding clan dynamics and how those relate to power and influence;
- Consequently, historical and current knowledge of clan, conflict, governance, etc. dynamics in the specific district being assessed is preferred;
- Ability to conduct key informant interviews with a broad range of individuals, including Somali and non-Somali security personnel, local government officials, traditional Somali clan elders, business persons, and civil society organizations;
- Ability to read and record information in English.

For the CRESTAA analytical report, the Service Provider should have an expert that has:

- At least three years of experience conducting conflict analysis in Somalia.

- A demonstrated track record of producing similar analytical products for the UN, INGOs or other international partners.
- Experience analyzing qualitative and quantitative data sets and producing political analysis and programme recommendations.

c) Team composition:

- Suggested is to have one lead international researcher / analyst and for the data collectors, the firm may choose to have 8 data collectors, each covering 2 districts, or perhaps even 16, each covering 1 (to be determined in consultation between UN and the awardee).

I. Scope of Proposal Price and Schedule of Payments

- a) The contract price should be a fixed output-based price regardless of extension of the herein specific duration.

J. Recommended Presentation of Proposal

- FIMM roll out: activity plan for data collection; financial proposal should disaggregate costs for travel, data collection, and analysis.
- CRESTAA analytical report: outline of report; financial proposal should disaggregate staff time costs.

K. Criteria for Selecting the Best Offer

Combined Scoring method

Technical Proposal (70%)

- ☒ Expertise of the Firm 25%
- ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%
- ☒ Management Structure and Qualification of Key Personnel 15%

Financial Proposal (30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

L. Annexes to the TOR

Detailed evaluation criteria (Annex 4)

FIMM data form and user guide. (Annex 5)

EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	25%	250
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	15%	150
Total			700

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	100
1.3	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	100
		250

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer's bid reflect a strong understanding of the Terms of Reference? Has each aspect of the TOR been properly addressed?	50
2.2	Is the proposal based on a sound understanding of the project environment, including a consideration of risks specific to operating in the environment?	75
2.3	Is the scope of bid well defined and does it correspond to the TOR?	100
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	75
		300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager / IP Focal Point		75
		Sub-Score	
	Suitability for the Project		
	- Knowledge of or Experience in the Region	25	
	- Experience Managing Development of Analyses	30	
	- Experience Managing Others Remotely	20	
		75	
3.2	Data Collectors		75
		Sub-Score	
	Suitability for the Project		
	- Experience Collecting and Analysing PESA related information	30	
	- Knowledge of the area of operation (region / district)	25	
	- Ability to collect, record, and transmit information in Somali and English	20	
		75	
	Total Part 3		150

FRAGILITY INDEX & MATURITY MODEL (FIMM)

FIMM Data Gathering Form

INSTRUCTIONS ON USING THE DATA GATHERING FORM

Please fill information in the shaded (grey) areas only

You may submit completed forms via email to MoIFAR (ibrahim.imann@gmail.com) and UNSOM CRESTA/A technical support team (unsom-cresta-team@un.org) by the 10th of the month following each quarter.

DISTRICT:		
PERSONAL DETAILS OF ENUMERATOR		
a. Name:		
b. Title:		
c. Date(s) Information Collected:		
I. GOVERNANCE / SOCIAL COHESION AND PEACEBUILDING		
A. District Administration		
Question	Max Marks	Marks
1. Does the District have a District Administrator (Mayor)?	(+ 3 points)	
a. If yes, was he/she appointed by the Federal or Federal State authority?	(+ 1 points)	
b. If yes, was he/she selected through an interim process, i.e. selection by delegates/elders?	(+ 2 points)	
c. If yes, was he/she elected according to popular vote in accordance with approved legislation?	(+ 3 points)	
d. Has he/she exceeded his/her term limit?	(- 0-1 points)	
2. Is there a District Council?	(+ 3 points)	
a. If yes, is its number and structure in accordance with local governance legislation?	(+ 0-2 points)	
b. Qualitative observations regarding the number and composition of the District Council –		

c. If yes, were members appointed by the Federal or Federal State authority?	(+ 1 point)	
d. If yes, were members selected through an interim process, i.e. selection by delegates/elders?	(+ 2 points)	
e. If yes, were members elected according to local governance legislation?	(+ 3 points)	
3. On a scale of 0-3, to what extent does the District Administration reflect inclusiveness?	(+ 0-3 points)	
4. Does the District Administration receive operational budget support?	(+ 1 point)	
5. Is there a District Council Administration office?	(+ 2 points)	
a. If yes, what is its current condition?	(+ 0-3 points)	
6. Are District Council salary costs provided?	(+ 1 points)	
B. Informal Governance Structures		
Question	Max Marks	Marks
1. Is there a council of elders that influences important decisions affecting the district?	(+ 3 points)	
2. Does the council of elders make decisions regarding local clan disputes such as over land, water, retribution for crimes, etc.?	(+ 0-2 points)	
a. If so, are these decisions respected by the local community?	(+ 1 points)	
C. Social Cohesion and Peace Building		
Question	Max Marks	Marks
1. Is there a local peace structure such as a local peace committee?	(+ 3 points)	
2. Are women and youth represented in the local peace structure?	(+ 0-2 points)	
3. Is the structure performing its mandated functions?	(+ 0-2 points)	
4. Are there any active or unresolved local clan conflicts that affect the stability of the District capital? If so, do these conflicts require reconciliation? Who are the parties and what is the root cause of the conflict?		

5. Were there previous reconciliation community conferences in the District? If yes, were they successful? Why or why not?	
SUBTOTAL	43

II. SECURITY / RULE OF LAW		
Question	Max Marks	Marks
1. Is the District Capital under pro-government security forces control? (Y/N)	(+ 3 points)	
A. Access		
1. What are the main vehicular access routes for goods and services in and out of the District Capital?		
<i>a. Describe response to A1 in the text box.</i>		
2. Are these main access routes open?	(+ 0-2 points)	
3. Is there a functioning airstrip?	(+ 1 point)	
4. Is the airstrip regularly served by commercial flights?	(+ 1 point)	
5. Is the airstrip regularly served by UN flights?	(+ 1 point)	
6. Is there an economic embargo imposed by Al Shabaab (AS)? (i.e. frequent attacks on supplies/commerce)	(- 0-2 points)	
B. Security		

1. Is AMISOM present in the District Capital?	(+ 2 points)	
2. Is the SNA or local pro-government forces present in the District Capital?	(+ 2 points)	
<p>a. Qualitative observations regarding any issues affecting the performance of the SNA or local militias, e.g. stipend payments, provision of supplies, integration, etc.</p>		
3. Is NISA or a regional/local NISA office present in the District Capital?	(+ 2 points)	
<p><i>Award 2 points if yes, 0 points if there is no NISA function in the District.</i></p>		
4. Does the District capital have a Police Force?	(+ 2 points)	
a. If yes, how many?	(+ 0-2 points)	
<p>Qualitative box – indicate here the number of police officers comprising the district force, including the number in the capital, if any are working outside the district capital (e.g. in neighboring villages), report any issues, e.g. if they receive stipend payments (and of so, from whom), whether they have adequate supplies (uniforms, vehicles, weapons and ammunition), etc.</p>		
b. Does the Police Force have an appointed Police Chief / Commissioner?	(+ 1 points)	
5. Is there a district police station?	(+ 2 points)	
a. If yes, what is the quality of its condition (0-3)?	(+ 0-3 points)	
6. Have the Police Forces received training from AMISOM or another international partner in the last 12 months that focuses on improved police service delivery?	(+ 1 point)	
<p>a. Qualitative description of level, frequency, and source of trainings provided, including number of Police Forces benefitting -</p>		

7. Police visibility – are district police engaged with the community?	(+ 0-2 point)	
8. Does the police station have detention facilities?	(+ 2 points)	
a. If yes, what is the quality of their condition (0-3)?	(+ 0-3 points)	
b. If yes, do detention facilities provide for separate facilities for men, women, and children?	(+ 1 point)	
C. Judiciary		
1. Is there a district courthouse?	(+ 2 points)	
a. If yes, what is the quality of its condition (0-3)?	(+ 0-3 points)	
<i>Refer to the condition descriptions in the section above</i>		
2. Are there judicial officers?	(+ 1 point)	
<i>a. If judicial officers are present in the district, describe their role i.e. what types of disputes do they hear, do they work in consultation with traditional elders?</i>		
3. Have judicial officers received training in the last 12 months?	(+ 1 point)	
a. Qualitative description of level, frequency, and source of trainings provided, including number of judicial officers benefitting -		
4. Is there a mobile court?	(+ 1 point)	
5. Is there a recognized traditional disputes mechanism in place (xeer)?	(+0 - 5 points)	

a. Describe the traditional disputes mechanism that is in place. E.g. what types of cases does it hear? Who are the decision makers (*odayal, xeer boggeyaal*)

SUBTOTAL

46

III. SOCIO-ECONOMIC

Question	Max Marks	Marks
A. Social Services		
1. Is there a primary / secondary school in the district?	(+ 0-2 points)	
a. Describe the school, including number of functioning classrooms and furniture, structural condition, fees charged and accessibility, number / qualification of teachers, whether the school receives external support, etc. -		
2. Is there a koranic school in the district?	(+ 0-2 points)	
a. Describe the extent to which the community supports children attending the koranic school versus the formal primary or secondary school. If both types of school operate, how many students attend each? Does the koranic school receive external support?		
3. Is there a medical facility in the district?	(+ 0-2 points)	
a. Describe the condition of physical facility, availability of basic medicines, quality of health professionals, sanitation, etc. -		

4. Do community members have access to potable water?	(+ 0-2 points)	
a. Describe the water situation, including proximity of water points to communities, any conflicts over usage of water points, seasonal reliability, etc. -		
5. What is the current Food Security rating based on FNSAU Integrated Phase Classification? (0-4)	(+ 0-4 points)	
6. Does the district have reliable mobile telephone coverage?	(+ 1 point)	
7. Is there a public facility such as a woman's hall, community center, etc. where community members can meet?	(+ 1 point)	
a. Is there another meeting place that is more commonly used for public decision making gatherings, such as under the shade of a large tree in the district	(+ 1 point)	
8. Is internet access available to community members?	(+ 1 point)	
9. Describe what media exists in the district capital – how is news conveyed? Describe any television stations, radio, print media, including what language it is in, perceptions of objectivity.		
10. Describe the IDP and returnee situation, including the number of IDPs and returnees, and the impact of IDPs and returnees on the host community, such as on service provision, community tension, treatment by local authorities, etc. -		

11. Are development / assistance programs currently being implemented in the district?	(+ 0-2 points)	
B. Economic		
1. Is there a branch of a Somalia registered bank?	(+ 1 points)	
2. Are hawala services available in the district? (e.g. Dahabshiil, Amal, others)	(+ 1 points)	
3. Does the district have access to mobile money platforms such as EVC+, Sahal, Zaad, etc.?	(+ 1 point)	
4. Is there a functioning market?	(+ 0-2 points)	
<p>a. Describe the market, including what goods are available (livestock, fruits, vegetables, grains, household goods, etc.), from where sourced, reliability of goods regularly being restocked, access to the market from outside the district, etc. -</p>		
5. Does the District have a local chamber of commerce, or some form of business association?	(+ 1 points)	
SUBTOTAL		24
TOTAL		113

FIMM Data Gathering Form User Guide

PURPOSE

Purpose of the Data Gathering Form

The Fragility Index & Maturity Model (FIMM) Data Gathering Form is designed to collect information at the Somali District level (specifically, the District Capital level, see below). The Form contains a series of questions grouped into three categories. These categories loosely reflect the three Focus Areas of the FGS Stabilization Strategy, and are:

- **Section 1: Governance / Social Cohesion and Peace building**
- **Section 2: Security / Rule of Law**
- **Section 3: Socio-Economic**

Each question allows a maximum number of marks to be allocated. Some of the questions are Yes / No questions where either all or none of the marks are awarded. Other questions reflect a positive scale where the enumerator will assign marks between the minimum and maximum based on his/her assessment informed by direct observation and/or with input from interviewed stakeholders. A few questions reflect a negative scale, whereby the enumerator will reduce marks between the minimum and maximum marks based on observation and/or stakeholder input. Admittedly, a degree of subjectivity exists for all questions, especially for those questions where marks are awarded on a scale. The FIMM acknowledges that the index is therefore subject to perspective and interpretation and that awarded marks should not be interpreted as universally agreed on black and white, but rather hopefully generally accepted shades of grey. In an effort to mitigate this subjectivity, enumerators will be trained on the Data Gathering Form, and explanatory notes for questions are included in this User Guide to provide further guidance / clarification.

Finally, some questions either allow for or directly ask for qualitative observations, to enable the enumerator to provide greater detail or nuance on an issue. These qualitative inputs will help inform analysis of the FIMM and will be integrated into District Profiles that are produced based on the FIMM data (see below).

Frequency of the Data Gathering Form

The FIMM Data Gathering Form has been designed to capture District level information on a quarterly basis. This will enable FIMM to record changes in the fragility – stability continuum while monitoring trends will enable analysis over time.

Purpose of the FIMM

UNSOM CRESTA/A (Community Recovery and Extension of State Authority / Accountability) supports the Somali Government in its state building and community recovery activities, and has identified three key priorities to guide its efforts. These are:

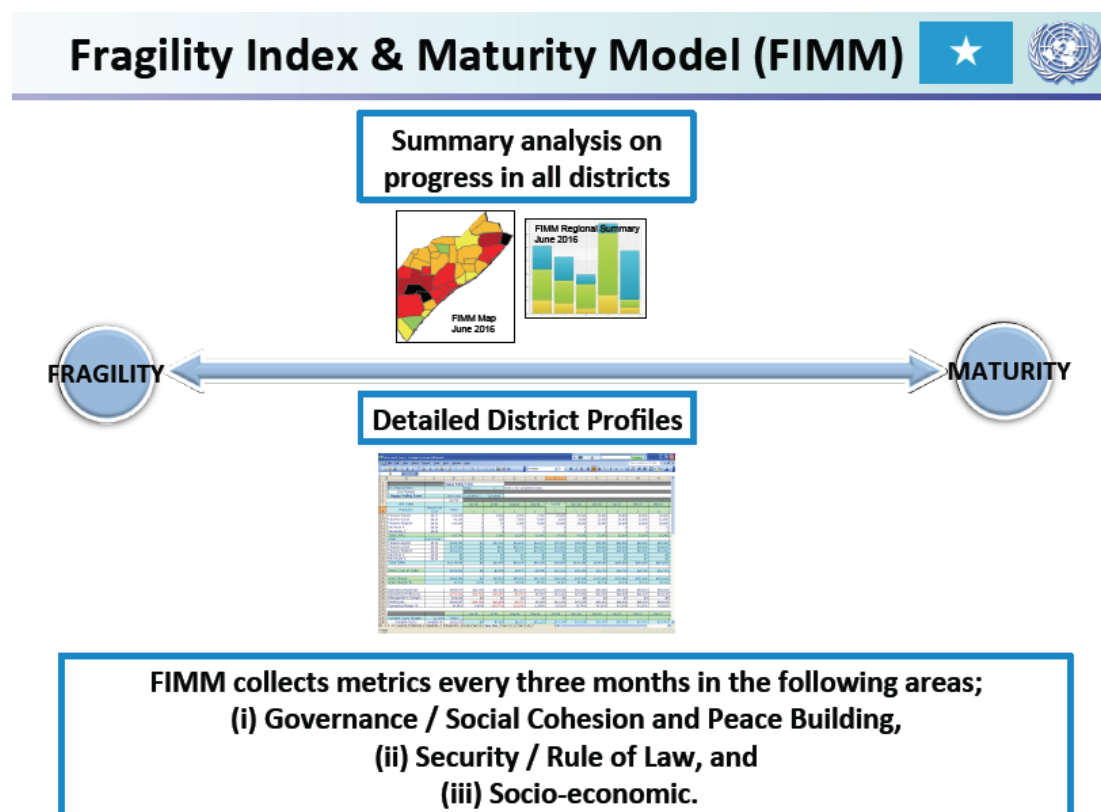
- **Priority Area 1: Coordination Role** – Promote inclusive and coherent community recovery and statebuilding policies to achieve a self-sustaining sovereign state and reduce poverty
- **Priority Area 2: Analytical Role** – Promote the use of evidence based policy in coordination and programme design to identify both fragility and reduce resource gaps
- **Priority Area 3: Catalytic Role** – Including through ‘Support to Stabilisation’ (S2S) project enable capacity of district administrations and use of national window financial modality using UN Peacebuilding Support Office (PBSO) funding

The FIMM represents one aspect of Priority Area 2, and seeks to provide government, security, stabilization, and development partners with evidence to better understand governance, security, and socio-economic conditions at the district level to then catalyze appropriate operational strategy and programming support to those areas. Information collected through the FIMM will be used to generate quarterly trend analyses and will feed into brief narrative District Profiles, also produced quarterly. These District Profiles should provide a basis for discussion among security,

governance, and development stakeholders, and should be considered in addition to analyses produced by others – e.g. AMISOM Civil Affairs is producing weekly District Analyses based on field level observations around security, governance, local grievances, etc.

Caveats – The FIMM is designed to capture information that reflects conditions at the District capital level. Conditions in the District capital often differ dramatically from conditions in other parts of the district, even in the next neighboring village. Therefore, the FIMM should not be interpreted as reflective of the entire District, but rather for the District capital town.

Secondly, the FIMM is designed with conditions in south and central Somalia in mind, where there remains an active counter-insurgency opposed to the Somali Government. For example, the presence of AMISOM troops is considered a positive indicator towards stability, while this is not the case in Somaliland and parts of Puntland. The FIMM may be modified to be applicable to these areas, but in its present form, should be used only for south and central Somali districts



How Data will be Gathered

While the FIMM is designed to be used in all districts, during the inception, it is suggested to pilot the first iteration of data from selected districts where there are Local Government Assistants (LGAs) and Community Liaison Officers (CLOs) embedded with District Administrations. These individuals will receive training in the FIMM and Data Gathering Form through this User Guide, which should ensure some degree of standardization in awarding marks. Following the pilot phase, the FGS Ministry of Interior & Federal Affairs and CRESTA/A will determine the best way to sustainably gather, report, and analyze data for all districts.

APPROACH

Managing risk

Although the questions contained in the FIMM Data Gathering Form are not considered sensitive information, as an enumerator you should remain cognizant that security in parts of Somalia remains tenuous and unpredictable. Your safety and the safety of others is the most important aspect. Please use whatever approach is best to minimise risk. If it is too risky to get some data, then don't.

Instructions on using the Data Gathering Form

Please fill information in the shaded (grey) areas only

You may submit completed forms via email to MoIFAR (ibrahim.imann@gmail.com) and UNSOM CRESTA/A technical support team (unsom-cresta-team@un.org) by the 10th of the month following each quarter.

DISTRICT:		
PERSONAL DETAILS OF ENUMERATOR		
d. Name:		
e. Title:		
f. Date(s) Information Collected:		
I. GOVERNANCE / SOCIAL COHESION AND PEACEBUILDING		
D. District Administration		
Question	Max Marks	Marks
1. Does the District have a District Administrator (Mayor)?	(+ 3 points)	
<i>According to past and proposed Somali legislation, Somalia historically has District Administrators (also often referred to as District Commissioners) who also serve as the Mayor of a District Capital. Award 3 marks if there is an individual who is recognized in this role in the District. Award 0 marks if there is no individual recognized in this role.</i>		
a. If yes, was he/she appointed by the Federal or Federal State authority?	(+ 1 points)	
<i>The District Administrator / Mayor should have a letter of appointment either from the FGS Ministry of Interior, or from the Federal Member State Ministry of Interior or FMS President. Award 1 mark if so. In some cases, an individual may be acting in the role in a self-proclaimed capacity, but does not have the endorsement of a higher-level government structure. In this case, award 0 marks.</i>		
b. If yes, was he/she selected through an interim process, i.e. selection by delegates/elders?	(+ 2 points)	
<i>In lieu of a popular vote, which remains improbable given security and logistical constraints, existing legislation and historical precedence includes a provision for District Administrators to be chosen either by recognized community clan elders or by delegates who are chosen by elders. While not as representative as one person / one vote, in the current Somalia context, this selection process is perceived as bestowing greater legitimacy than through direct appointment (1a above). Award 2 marks if the current DA was chosen in this manner. Award 0 marks if this is not the case.</i>		
c. If yes, was he/she elected according to popular vote in accordance with approved legislation?	(+ 3 points)	

d. Has he/she exceeded his/her term limit?	(- 0-1 points)	
<i>A District Administrator's term limit may or may not be accompanied by a letter from a higher authority granting the extension. If the current DA continues to serve but has not been selected or endorsed through a process such as described in 1b or 1c, or has not had his/her term extended by a letter of extension as described in 1a, subtract 1 mark.</i>		
2. Is there a District Council?	(+ 3 points)	
<i>According to past and proposed Somali legislation, Somalia historically calls for District Councils, which are the formal governing entity for a District. Award 3 marks if there is a Council in place that is recognized in this role in the District. Award 0 marks if there is no such Council.</i>		
a. If yes, is its number and structure in accordance with local governance legislation?	(+ 0-2 points)	
<i>Existing legislation calls for the number of councillors for Category A Districts to be 27 members and for Category B Districts to be 21 members (the capital city of a FMS and capital cities of regions are Category A, all other districts are Category B). Regarding Council structure, legislation calls for the establishment of a permanent committee, executive committee, and sub-committees. Awarding marks for this question should reflect that these structures indeed exist. Award 2 marks if the Council's number and structure reflects existing legislation, including a permanent committee, executive committee and sub-committees. Award 1 mark if the number of councillors corresponds with existing legislation, but no sub-structures exist. Award 0 marks if there is no established District Council or the number and structure of a Council does not reflect legislative guidelines.</i>		
b. Qualitative observations regarding the number and composition of the District Council –		
<i>In box b above, the enumerator should record any information to clarify the current composition and structure of the District Council. E.g. how they were selected, how the Council is structured, what functions it performs, etc.</i>		
c. If yes, were members appointed by the Federal or Federal State authority?	(+ 1 point)	
<i>The District Council members should have a letter of appointment either from the FGS Ministry of Interior, or from the Federal Member State Ministry of Interior or FMS President. Award 1 mark if so. In some cases, an individual may be acting in the role in a self-proclaimed capacity, but does not have the endorsement of a higher-level government structure. In this case, award 0 marks.</i>		
d. If yes, were members selected through an interim process, i.e. selection by delegates/elders?	(+ 2 points)	
<i>Existing legislation and historical precedence includes a provision for district council members to be chosen either by recognized community clan elders or by delegates who are chosen by elders. While not as representative as one person / one vote, in the current Somalia context, this selection process is perceived as bestowing greater legitimacy than through direct appointment. Award 2 marks if the current Council members were chosen in this manner. Award 0 marks if this is not the case.</i>		

e. If yes, were members elected according to local governance legislation?	(+ 3 points)	
3. On a scale of 0-3, to what extent does the District Administration reflect inclusiveness?	(+ 0-3 points)	
<i>The enumerator can award marks between 0 and 3 based on the extent to which the District Council reflects clan demographics and gender inclusiveness of the district. Regarding clan composition, this may be a sensitive question and getting objective information about clan composition of the district and District Council representation may be difficult.</i>		
4. Does the District Administration receive operational budget support?	(+ 1 point)	
<i>Operational budget support could mean funds allocated from the FGS or FMS to the district, and/or could include funds received through external assistance such as the S2S project.</i>		
5. Is there a District Council Administration office?	(+ 2 points)	
a. If yes, what is its current condition?	(+ 0-3 points)	
<p><i>Several questions in the Data Gathering Form regarding the condition of infrastructure are on a sliding scale. For this and subsequent questions, consider the following guidance:</i></p> <p><i>0 = a structure exists but is entirely unusable; 1 = the structure allows for some limited usage, but is in extremely poor condition; 2 = the structure is in use, but requires moderate rehabilitation; it may lack some basic furniture and equipment to facilitate the running of a government office; 3 = the structure is in good condition, may have been recently renovated and equipped, and professionally serves as a government office</i></p>		
6. Are District Council salary costs provided?	(+ 1 points)	
<i>Salary costs for the District Council members, including the Executive Committee, may come from the Federal or FMS level, or may be covered through locally generated revenue (i.e. local taxation)</i>		
E. Informal Governance Structures		
Question	Max Marks	Marks
1. Is there a council of elders that influences important decisions affecting the district?	(+ 3 points)	
<i>3 points to be awarded if there is a functional council of elders in the community. 0 points if no.</i>		
2. Does the council of elders make decisions regarding local clan disputes such as over land, water, retribution for crimes, etc.?	(+ 0-2 points)	
<i>Award 2 points if the local council of elders is widely respected as the primary decision making body for local disputes, and for which most disputes are presented for deliberation. Award 1 point if a council of elders exists, but plays only a moderate role, perhaps because it is not perceived as fair, or due to competition between individuals representing elders, or due to threats to elders from AS. Award 0 points if the elders' role has been marginalized significantly or is not functioning at all.</i>		
a. If so, are these decisions respected by the local community?	(+ 1 points)	
<i>Award 1 point if the community respects decisions made by the elders, or 0 marks if these are highly contested or not adhered to.</i>		
F. Social Cohesion and Peace Building		

Question	Max Marks	Marks
1. Is there a local peace structure such as a local peace committee?	(+ 3 points)	
<i>Various local peace structures exist or have existed in Somalia. Some have been locally driven without external support. Others have been established through externally funded programs (such as Danish Demining Group, TIS community consultation committees, and District Peace and Stability Committee – DPSC). In awarding marks, a local peace committee may refer to any. However, marks should be awarded for a committee that currently exists and functions</i>		
2. Are women and youth represented in the local peace structure?	(+ 0-2 points)	
<i>Marks between 0-2 can be awarded based on the extent to which women and youth are represented in a local peace structure or committee. E.g. Guidance in the DPSC Terms of Reference (FGS, UN, JPLG program) calls for 30% representation from women and youth. For other structures, 2 marks may be awarded if women and youth are represented and play an active role. 1 mark may be awarded if women and/or youth are represented but play a limited or no role. 0 marks awarded if the structure does not have women or youth representation.</i>		
3. Is the structure performing its mandated functions?	(+ 0-2 points)	
<i>To be measured based on discussions with community members, the district council, civil society groups, NGOs, etc. 2 marks awarded if the structure is perceived to be actively involved in the community, e.g. helping to resolve local disputes, early warning of potential disputes, advocating development programs with the District Council and external partners, monitoring community development projects (locally driven or implemented by NGO partners). 1 mark may be awarded if the committee exists but functions in a limited capacity, is rarely involved in community activities, does not meet regularly</i>		
4. Are there any active or unresolved local clan conflicts that affect the stability of the District capital? If so, do these conflicts require reconciliation? Who are the parties and what is the root cause of the conflict?		
5. Were there previous reconciliation community conferences in the District? If yes, were they successful? Why or why not?		
SUBTOTAL		43

II. SECURITY / RULE OF LAW

Question	Max Marks	Marks
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1. Is the District Capital under pro-government security forces control? (Y/N)	(+ 3 points)	
<i>'Pro-government' security forces may mean SNA, FMS forces, AMISOM, or some combination thereof. 3 points to be awarded if at the time of the data gathering, the district capital is under the control of pro-government forces.</i>		
A. Access		
1. What are the main vehicular access routes for goods and services in and out of the District Capital?		
a. Describe response to A1 in the text box.		
2. Are these main access routes open?	(+ 0-2 points)	
<i>0-2 marks may be awarded based on how many routes are open, and how reliably these routes facilitate movement of people, goods, and services in and out of the district capital. 2 marks to be awarded if all major supply routes are reliably open, facilitating trade in goods and services to and from the district. 1 mark to be awarded if some supply routes are open, but not reliably, or a minor supply route is open, but a more major one remains blockaded, thereby preventing the full array of goods and services to be reliably delivered. 0 marks to be awarded if all access routes are blocked, preventing goods and services from being supplied to and from the district capital.</i>		
3. Is there a functioning airstrip?	(+ 1 point)	
<i>1 point to be awarded if planes can land in proximity to the district capital.</i>		
4. Is the airstrip regularly served by commercial flights?	(+ 1 point)	
5. Is the airstrip regularly served by UN flights?	(+ 1 point)	
6. Is there an economic embargo imposed by Al Shabaab (AS)? (i.e. frequent attacks on supplies/commerce)	(- 0-2 points)	
<i>For this question, marks can be deducted based on the extent to which the district capital is isolated due to AS efforts to blockage the district. If a district capital is under pro-government control, but is completely inaccessible, i.e. all supply routes are closed, then the enumerator will deduct 2 marks. If some routes are periodically open, but there are occasional interruptions due to attacks on supplies, deduct 1 mark. If there is no active embargo and goods/services flow freely between the district and other supply centers, then do not deduct any marks.</i>		
B. Security		
1. Is AMISOM present in the District Capital?	(+ 2 points)	
<i>If AMISOM has a base in or near the District Capital, and provides security that benefits the town, award 2 points. If there is no AMISOM presence in or around the District Capital, award 0 points.</i>		
2. Is the SNA or local pro-government forces present in the District Capital?	(+ 2 points)	
<i>In some districts, Somali military forces may not be formally integrated into the SNA, e.g. darawish forces representing the FMS government, but they are considered anti-AS forces nonetheless and are serving to protect the local community and promote the FMS and/or FGS.</i>		

<p>a. Qualitative observations regarding any issues affecting the performance of the SNA or local militias, e.g. stipend payments, provision of supplies, integration, etc.</p>		
3. Is NISA or a regional/local NISA office present in the District Capital?	(+ 2 points)	
<p><i>Award 2 points if yes, 0 points if there is no NISA function in the District.</i></p>		
4. Does the District capital have a Police Force?	(+ 2 points)	
<p><i>Regarding police presence in the District Capital, these may or many not include official Federal or FMS police. Marks may be awarded even if locally supported police initiatives exist, where it is widely acknowledged that individuals are serving a civilian police function.</i></p>		
a. If yes, how many?	(+ 0-2 points)	
<p><i>According to the Somali Police Force Strategy, the goal is to have approximately 17,000 police forces for a population estimated to be 9,500,000, or 1 police for every 600 citizens. Award 2 marks if the number of police in a district correlates to this ratio or better based on the estimated district population. Award 1 mark is the number of police is less than this ratio. Award 0 marks if there are no police forces in the district.</i></p>		
<p>Qualitative box – indicate here the number of police officers comprising the district force, including the number in the capital, if any are working outside the district capital (e.g. in neighboring villages), report any issues, e.g. if they receive stipend payments (and of so, from whom), whether they have adequate supplies (uniforms, vehicles, weapons and ammunition), etc.</p>		
b. Does the Police Force have an appointed Police Chief / Commissioner?	(+ 1 points)	
<p><i>If so, award 1 mark if the District Police Chief has been appointed or endorsed by the FMS government. Award 0 marks if this is not the case.</i></p>		
5. Is there a district police station?	(+ 2 points)	
<p><i>Some of the larger district capitals, e.g. Baidoa, will have more than one police station, but most district capitals in south and central Somalia will have only one.</i></p>		
a. If yes, what is the quality of its condition (0-3)?	(+ 0-3 points)	
<p><i>0 = a structure exists but is entirely unusable; 1 = the structure allows for some limited usage, but is in extremely poor condition; 2 = the structure is in use, but requires moderate rehabilitation; it may lack some basic furniture and equipment to facilitate the running of a government office; 3 = the structure is in good condition, may have been recently renovated and equipped, or new, and professionally serves as a government office</i></p>		
6. Have the Police Forces received training from AMISOM or another international partner in the	(+ 1 point)	

last 12 months that focuses on improved police service delivery?		
<i>This could include “Basic Police Training” provided by AMISOM in Jubaland and SWS, or SPF training for new graduates serving in Galmudug State. This could also include training conducted by UNDP or other international partners on community policing.</i>		
a. Qualitative description of level, frequency, and source of trainings provided, including number of Police Forces benefitting -		
7. Police visibility – are district police engaged with the community?	(+ 0-2 point)	
<i>Award 2 points if the police actively engage with the citizenry, via elders, the business community, civil society groups, and others, and are seen as an approachable public service. Award 1 mark if the police have limited interaction with the community and are largely unknown or mistrusted. Award 0 marks if there is virtually no public interaction or if the police are perceived as more of a threat than a public servant.</i>		
8. Does the police station have detention facilities?	(+ 2 points)	
a. If yes, what is the quality of their condition (0-3)?	(+ 0-3 points)	
<i>Refer to the condition descriptions in the Police station section above</i>		
b. If yes, do detention facilities provide for separate facilities for men, women, and children?	(+ 1 point)	
<i>Award 1 point if women and/or children are detained in a separate facility. If they are grouped together, or no separate facility exists for women and/or children, award 0 points.</i>		
C. Judiciary		
1. Is there a district courthouse?	(+ 2 points)	
<i>Award 2 marks if there is a dedicated courthouse that is used to adjudicate local disputes. Award 1 mark if there is a space within another district government facility (e.g. the District Council office) where judicial matters are heard. Award 0 marks if there is no functional space.</i>		
a. If yes, what is the quality of its condition (0-3)?	(+ 0-3 points)	
<i>Refer to the condition descriptions in the section above</i>		
2. Are there judicial officers?	(+ 1 point)	
<i>Award 1 point if there are individual(s) recognized as judicial officials, award 0 points if no.</i>		
a. If judicial officers are present in the district, describe their role i.e. what types of disputes do they hear, do they work in consultation with traditional elders?		

3. Have judicial officers received training in the last 12 months?	(+ 1 point)	
a. Qualitative description of level, frequency, and source of trainings provided, including number of judicial officers benefitting -		
4. Is there a mobile court?	(+ 1 point)	
5. Is there a recognized traditional disputes mechanism in place (xeer)?	(+0- 5 points)	
<i>Award 5 points if there is a recognized traditional disputes mechanism that functions in the District, ruling on the majority of justice matters. Award 3 points if the xeer is only utilized intermittently, or disputed due to unresolved conflict between elders. Award 0 points if there is no functioning traditional disputes mechanism in place.</i>		
a. Describe the traditional disputes mechanism that is in place. E.g. what types of cases does it hear? Who are the decision makers (<i>odayal, xeer boggeyaal</i>)		
SUBTOTAL		46

III. SOCIO-ECONOMIC		
Question	Max Marks	Marks
A. Social Services		
1. Is there a primary / secondary school in the district?	(+ 0-2 points)	
<i>Award 2 marks if there is both a primary school and secondary school in the District, or if primary and secondary level education is being offered (they may be using the same facility). Award 1 mark if only primary education is available in the District. Award 0 marks if there is not functioning formal education available in the district.</i>		
a. Describe the school, including number of functioning classrooms and furniture, structural condition, fees charged and accessibility, number / qualification of teachers, whether the school receives external support, etc. -		
2. Is there a koranic school in the district?	(+ 0-2 points)	

<p><i>Award 2 marks if the koranic school offers education equivalent to both primary and secondary levels. Award 1 mark if the koranic school offers primary level education only. Award 0 marks if there is no koranic school functioning in the District.</i></p>		
<p>a. Describe the extent to which the community supports children attending the koranic school versus the formal primary or secondary school. If both types of school operate, how many students attend each? Does the koranic school receive external support?</p>		
3. Is there a medical facility in the district?	(+ 0-2 points)	
<p><i>Award 2 marks if there is an adequately staffed and supplied medical facility that is able to serve most of the community's needs. Award 1 mark if there is a medical facility, but only provides very limited services and lacks much basic medicine and supplies. Award 0 marks if there is no functioning medical facility in the district.</i></p>		
<p>a. Describe the condition of physical facility, availability of basic medicines, quality of health professionals, sanitation, etc. -</p>		
4. Do community members have access to potable water?	(+ 0-2 points)	
<p><i>Award 2 marks if clean drinking water is readily available to the majority of the community in the District Capital. Award 1 mark if clean drinking water is only intermittently available (i.e. subject to drought conditions, absent during dry periods), or if it is available to only a minority of the community (e.g. cost prohibitive for the majority). Award 0 marks if there is no clean drinking water available (i.e. humans and animals share the same water source, water trucking required, cost prohibitive for the majority)</i></p>		
<p>a. Describe the water situation, including proximity of water points to communities, any conflicts over usage of water points, seasonal reliability, etc. -</p>		
5. What is the current Food Security rating based on FNSAU Integrated Phase Classification? (0-4)	(+ 0-4 points)	
<p><i>Refer to the current FSNAU Integrated Phase Classification for the district, awarding points as follows: Generally Food Secure = 4 points Moderately/Borderline Food Insecure = 3 points Acute Food and Livelihood Crisis = 2 points Humanitarian Emergency = 1 point Famine/Humanitarian Catastrophe = 0 points</i></p>		
6. Does the district have reliable mobile telephone coverage?	(+ 1 point)	
<p><i>I.e. At least one mobile phone operator is reliably available in the District</i></p>		

7. Is there a public facility such as a woman's hall, community center, etc. where community members can meet?	(+ 1 point)	
a. Is there another meeting place that is more commonly used for public decision making gatherings, such as under the shade of a large tree in the district	(+ 1 point)	
8. Is internet access available to community members?	(+ 1 point)	
9. Describe what media exists in the district capital – how is news conveyed? Describe any television stations, radio, print media, including what language it is in, perceptions of objectivity.		
10. Describe the IDP and returnee situation, including the number of IDPs and returnees, and the impact of IDPs and returnees on the host community, such as on service provision, community tension, treatment by local authorities, etc. -		
11. Are development / assistance programs currently being implemented in the district?	(+ 0-2 points)	
Award 2 points if there are a number of recent or current development projects, such as public infrastructure rehabilitation, on-going support to schools, medical facilities, agricultural or livestock inputs. Award 1 point if there are limited development programs. Award 0 points if there is no noticeable development assistance evident in the district.		
B. Economic		
1. Is there a branch of a Somalia registered bank?	(+ 1 points)	
2. Are hawala services available in the district? (e.g. Dahabshiil, Amal, others)		
3. Does the district have access to mobile money platforms such as EVC+, Sahal, Zaad, etc.?	(+ 1 point)	
Award 1 point if residents are able to send and receive money through a mobile money platform such as EVC+, Sahal, Zaad, or another Somali service.		
4. Is there a functioning market?	(+ 0-2 points)	
Award 2 points if there is a vibrant market that sells most of the goods required for day to day life of the district community. Award 1 point if there is a market, but the goods available are limited and supplies are inconsistent. Award 0 marks if there is no market available.		

a. Describe the market, including what goods are available (livestock, fruits, vegetables, grains, household goods, etc.), from where sourced, reliability of goods regularly being restocked, access to the market from outside the district, etc. -		
5. Does the District have a local chamber of commerce, or some form of business association?	(+ 1 points)	
SUBTOTAL		24
TOTAL		113

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

SPECIAL TERMS AND CONDITIONS

1. Security –

1.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

1.2 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

1.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

2. Audit and investigations-

2.1 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.