



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: August 12th, 2021

Country: Jamaica

Description of the assignment: Recommendations for Mainstreaming Gender in the Climate Change Policy Framework and the National Housing Policy

Project: 00114961 - Enabling Gender-Responsive Disaster Recovery, Climate and Environmental Resilience in the Caribbean (EnGenDER)

Period of assignment/services (if applicable): 4 months

Proposals should be submitted by email to procurement.jamaica@undp.org no later than Monday, **August 30th, 2021 at 15:00 (Jamaica time, UTC-5)**, using the following subject line: **IC 151025 Climate Change and National Housing. Offers received after the aforementioned date and time will not be considered.**

Any request for clarification must be by standard electronic communication to the e-mail indicated above no later than Thursday, **August 26th, 2021 at 15:00 (Jamaica time, UTC/GMT -5)**. The Procurement Unit of UNDP's Jamaica Country Office will respond by standard electronic mail and will send copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

This process is directed only to one individual. Any proposal received jointly by more than one individual, or a company, will be rejected. Likewise, all proposals from consultants involved in the elaboration of the present Terms of Reference will be rejected.

1. BACKGROUND, SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK, REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

For detailed information, please refer to Annex 1.

2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information in PDF format duly signed to demonstrate their qualifications:

2.1 Cover Letter explaining why you are the most suitable candidate for the advertised assignment.

2.2 Completed P11 form (Personal History Form) (available on UNDP website) **and/or CV** including past experiences in similar projects and contact details of at least **three (3) professional references (e-mail and phone number)**.

2.3 Technical Proposal – shall include (a) detailed proposed strategy/methodology, work plan timeline; risks/limitations; and (b) detailed profile of the expertise of the consultant, especially as it relates to scope of work.

2.4. Financial Proposal (using template provided in **Annex 2**) – specifying a total lump sum amount for the tasks specified in this announcement. The financial proposal shall include a breakdown of this lump sum amount for the specified tasks (e.g., costs related to data collection, capacity building events, public information session/launch, travel, and any other costs, including the number of anticipated workdays). Overall, the financial proposal shall include costs to deliver the work planned.

2.5 Sample Work – At least **two (2) written examples** of work undertaken (e.g. report, briefs, etc.).

Please note: Email size should not exceed 4 Mb.

3. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e., whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e., upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

Travel;

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

4. EVALUATION

For detailed information, please refer to Annex 4.

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY

ANNEX 3- MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL TERMS AND CONDITIONS

ANNEX 4- EVALUATION CRITERIA

Terms of Reference



GENERAL INFORMATION

Title: **Recommendations for Mainstreaming Gender in the Climate Change Policy Framework and the National Housing Policy**

Project Name: Enabling Gender-Responsive Disaster Recovery, Climate and Environmental Resilience in the Caribbean (EnGenDER)

Reports to: Programme Specialist

Duty Station: Jamaica

Expected Places of Travel (if applicable): N/A

Duration of Assignment: 4 months

REQUIRED DOCUMENTATION FROM CONTRACTOR

X	Letter of presentation highlighting main qualifications and experience relevant to this TOR
X	CV or P11 form
X	Copy of education certificates
X	Completed technical proposal
X	Completed financial proposal
X	Samples of work produced

I. BACKGROUND

The United Nations Development Programme (UNDP) is the UN's Global Development Network, advocating for change and connecting countries to knowledge, experience, and resources to help people build a better life. We are on the ground in over 170 countries, employing participatory approaches to developing local solutions to national and global development challenges. UNDP's focus is to respond to three sets of development issues: (1) Eradicating poverty in all its forms and dimensions (2) Accelerating structural transformation for sustainable development, and (3) Building resilience to shocks and crises.

Addressing gender equality and women's empowerment is a key aspect of UNDP's approach to achieving its core strategic vision. Gender Equality and Women's Empowerment are goals and are also central to the achievement of UNDP's development mandate. UNDP is guided in

its work by its Gender Equality Strategy (2018-2021) which details how UNDP works towards gender equality in each of the goals set out in the UNDP Strategic Plan 2018-2021. Additionally, the Enhanced Lima Work Programme on Gender and its Gender Action Plan was approved at COP25 and seeks to ensure gender-responsive climate action and its coherent mainstreaming into the work of parties and stakeholders.

The integration of gender considerations into climate change laws, policies and programmes is now a recognized priority for all international action on climate change. Additionally, there is equal recognition of the need to have gender-responsive action to manage climate -related hazards and natural disasters. For example, policies from the United Nations Framework Convention for Climate Change (UNFCCC) and the Paris Agreement expressly address issues of gender and climate change. The Government of Canada's Feminist International Assistance Policy also includes environment and climate action as a key focus area to support the achievement of gender equality and women's empowerment. Further, the United Kingdom's International Development (Gender Equality) Act 2014, calls for gender equality to be considered when providing development and humanitarian assistance, including for climate change and disaster risk reduction.

Mainstreaming gender into climate action and disaster risk reduction requires an examination of how gender intersects with poverty, socio-economic status, age, disability etc to enhance vulnerability and determines decision-making powers and the beneficiaries of climate action. For example, climate change severely affects those who rely heavily on natural resources for their livelihood and are least able to respond effectively to climate related disasters such as droughts, hurricanes and floods. In most societies, it is women, men, boys and girls from lower socio-economic circumstances, rural communities or indigenous populations who fall into these vulnerable categories. Using a gender lens results in climate action that responds to people's vulnerabilities without exacerbating existing multi-dimensional inequalities. Additionally, a gendered perspective highlights the ways in which vulnerable "women and men can influence, participate in, and benefit from climate mitigation and adaptation interventions".

The Enabling Gender-Responsive Disaster Recovery, Climate and Environmental Resilience in the Caribbean (EnGenDER) project is a regional initiative funded by the Governments of Canada and United Kingdom, implemented by the UNDP targeting nine countries including Jamaica. The project will support Climate Change, Disaster Risk Reduction and Environmental Management interventions by leveraging sector-level entry points, specifically supporting implementation and/or upscaling of countries' priority actions. The project further seeks to analyze and prioritize the needs of the most vulnerable with respect to climate change adaptation and mitigation in priority sectors, including increasing their resilience in key livelihood sectors. It will also improve institutional capacities for delivering services effectively for the most vulnerable to accelerate post-disaster recovery and mitigate risk.

The Jamaican government's commitment to mainstreaming gender equality into all public policy initiatives is evident in its adoption of the National Policy for Gender Equality (NPGE) 2011, the Vision 2030 Gender Sector Plan and Gender Mainstreaming Manual. Additionally, a Gender Focal Point Network was established with focal points present in various government Ministries, Departments and Agencies.

Jamaica also adopted the Climate Change Policy Framework in 2015 to guide national action in responding to climate change, including climate related natural disasters. Under the Policy

Framework, a Climate Change Focal Point Network was established, and focal points are present in various Ministries, Departments and Agencies of government.

In addition, as part of the efforts towards improving climate and disaster resilience the government is now developing a draft National Housing Policy. A Green Paper for the Housing Policy was tabled in Parliament in 2019. However, a recent assessment revealed that the Policy Framework is not sufficiently gender responsive. The government has therefore identified the integration of gender considerations into the Policy Framework as a key priority. Additionally, in developing the Housing Policy it was acknowledged that gender issues must be mainstreamed to effectively account for the gendered impact of a housing policy.

Conducting a Gender Analysis is the first step in effectively mainstreaming gender considerations into the Policy Framework and Housing Policy. The EnGenDER project through the UNDP Jamaica Country Office will therefore support the Government of Jamaica (through the Climate Change Division) with (a) conducting a comprehensive gender analysis of the revised draft Climate Change Policy Framework for Jamaica and the draft National Housing Policy and (b) preparing Policy Briefs for both documents. These analyses and policy briefs will advance Jamaica's efforts in ensuring gender equality while responding to climate change and climate-related disasters.

II. SCOPE OF WORK, ACTIVITIES, AND DELIVERABLES

Scope of Work

Under the oversight of the UNDP Programme Specialist, and the Climate Change Division, the consultant will conduct a comprehensive gender analysis of policies, frameworks, and associated documents to ensure that gender outputs, activities and considerations are fully mainstreamed into the Climate Change Policy Framework and the National Housing Policy. The results of this analysis will contribute to the development policy briefs which will guide revision of the policies.

It is expected that the consultant will utilize the National Policy for Gender Equality (NPGE), the Vision 2030 Gender Sector Plan, the Gender Mainstreaming Manual and the Gender-based Analysis Plus (GBA+) methodology to inform and guide the gender analysis. The analysis should gather information on the current state of gender differentiated inequalities present in the areas covered by the policies, the progress made in gender mainstreaming in the policies, the gaps which exist and make recommendations to remedy the deficiencies.

The review will include the following components alongside any other relevant analysis:

- a) A gendered situational analysis of the national context especially in relation to the areas covered by both policy documents, including gender differences in contributions, division of labor, employment, access to resources, and participation in decision making.
- b) An analysis of the extent to which, the National Policy for Gender Equality, the Vision 2030 Gender Sector Plan and other relevant gender policies have been mainstreamed into the National Housing Policy and the Climate Change Policy, including planning, implementation, monitoring, and evaluation as well as decision-making process, identifying good practices, gender gaps and challenges.

- c) Capacity needs assessment to mainstream gender as well as to develop and maintain monitoring and reporting frameworks for the Climate Change Policy Framework and the National Housing Policy.
- d) Propose action-oriented recommendations, including opportunities for addressing the gaps identified in the policies for climate change and the housing sector as well as highlight lessons and measures applicable for other policies in Jamaica.

Specifically, the consultant will complete following:

- An **Inception Report** to include:
 - The methodology to be employed to undertake the scope of work along with a detailed work plan
 - A desk review of all relevant policies, laws, international commitments, and related materials
- A detailed **Gender Analysis**, using GBA+ methodology, for both the Climate Change Policy Framework and the National Housing Policy to include:
 - A gendered situational analysis
 - Principles and approaches (framework) for mainstreaming gender into climate change and housing policies
 - Assessment of the extent to which gender equality and inclusion have been mainstreamed into policies with specific focus on vulnerable populations
 - Capacity needs assessment for gender mainstreaming into both policies
 - Findings of primary research (interviews, surveys, and stakeholder consultations etc.)
- **Draft Policy Briefs on recommendations** for mainstreaming gender into the Climate Change Policy Framework and the National Housing Policy.
- A **validation session** to present the findings from the Gender Analysis and the recommendations in the Policy Briefs.
- **Final Policy Briefs**, which should incorporate comments and recommendations coming out of the validation sessions.

Table 1: Expected Deliverables

Deliverables	Due Date	% of payment	Review and Approvals Required
Deliverable 1: Inception Report	2 weeks after contract signing	10%	UNDP Programme Specialist, Climate Change Division, Ministry of Housing, Urban Renewal, Environment and Climate Change and the Bureau of Gender Affairs

Deliverable 2: Gender Analysis of the Climate Change Policy Framework	8 weeks after contract signing	25%	UNDP Programme Specialist, Climate Change Division, Ministry of Housing, Urban Renewal, Environment and Climate Change and the Bureau of Gender Affairs
Deliverable 3: Gender Analysis of the National Housing Policy	8 weeks after contract signing	25%	UNDP Programme Specialist, Climate Change Division, Ministry of Housing, Urban Renewal, Environment and Climate Change and the Bureau of Gender Affairs
Deliverable 4: Policy Brief on recommendations to mainstream gender into the Climate Change Policy Framework incorporating feedback from the validation sessions.	12 weeks after contract signing	40%	UNDP Programme Specialist, Climate Change Division, Ministry of Housing, Urban Renewal, Environment and Climate Change and the Bureau of Gender Affairs
Deliverable 5: Policy Brief on recommendations to mainstream gender into the National Housing Policy, including feedback coming out of validation process.			
Total		100%	

III. WORKING ARRANGEMENTS

Institutional Arrangements

The UNDP Jamaica Country Office is the agency implementing the project in Jamaica and will play an overall project assurance and oversight role in collaboration with key stakeholders. The UNDP will provide the consultant with copies of baseline studies and other reports produced under the project. Additional reports and information will be provided by the government counterparts related to the analyses namely the Climate Change Division, the Bureau of Gender Affairs, the Ministry of Housing, Urban Renewal, Environment and Climate Change (MHURECC) and the Ministry of Culture, Gender, Entertainment and Sport (MCGES). The consultants are encouraged to utilize any other relevant reports and are expected to conduct primary research (for example interviews, surveys etc.) to gather data.

The Consultant will work under the overall supervision of the UNDP Programme Specialist. The substantial technical review and final approval of deliverables by the consultant will be performed by the UNDP Jamaica Programme Specialist, the Climate Change Division, Ministry of Housing, Urban Renewal, Environment and Climate Change and the Bureau of Gender Affairs.

Payments will be made upon receipt and approval of deliverables by UNDP Jamaica. All work/documents associated with this consultancy is the property of UNDP and must be submitted before final payment will be made. All work/documents associated with this consultancy is the property of the Government of Jamaica and must be submitted before final payment will be made.

All reports should be submitted using the UNDP cover page (template is on the UNDP website) and developed with respect to the following chapters:

- List of acronyms and abbreviations
- Table of Contents, including list of annexes
- Executive summary (maximum 2 pages)
- Introduction (including purpose, objectives, and scope)
- Description of the assignment
- Approach and methodology
- Findings (including limitations)
- Summary and explanation of findings and interpretations
- Recommendations
- Lessons learned
- Conclusions
- Annexes including (comprehensive list of stakeholders; list of key reference documents, sample of tools used to gather data etc.)

Duration of the Work

- The anticipated start date for the consultancy is October 2021.
- The consultancy will be conducted over a four (4) month period.
- UNDP and relevant partners will review and provide comments on deliverables within 5 business days of receipt of the deliverable.

Duty Station

Jamaica

Travel Plan

Due to the prevailing exigencies of COVID-19, this work is expected to be conducted remotely.

IV. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The consultant will be required to provide the requisite expertise to perform the services outlined in the scope of work. The consultant should possess the minimum qualification and experience as follows.

Academic Qualifications:

- Postgraduate degree in development studies, gender studies, poverty reduction, international policy, climate change, sustainable development, or social sciences.

Years of experience:

- At least 5 years work experience in climate change/environment, housing etc.
- Proven ability to undertake gender analysis, design relevant criteria and develop gender strategies demonstrated by at least 2 documents produced as lead author.
- At least 5 years of experience addressing issues specific to gender equality and the mainstreaming of gender into national policies, strategies and/or action plans.
- At least 2 years executing gender specific capacity building initiatives at the policy level and supporting institutional coordination efforts, resulting in the design of strategic guidance documents or strategic redevelopment of organizations structures which support gender mainstreaming.
- Demonstrated experience working with Small Island Developing States (SIDS) including in the Caribbean (with national/local governments and civil society organizations) and undertaking policy and programmatic work in the area of expertise mentioned above is an asset.

Skills:

- The candidate should be highly motivated and capable of working independently.
- The ability to work in a multidisciplinary environment spanning government Ministries, Departments and Agencies, NGOs and research institutions is essential.
- Excellent writing, editing, and oral communication skills.
- Ability to meet deadlines and prioritize multiple tasks.

V. EVALUATION METHOD AND CRITERIA

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

Using this weighted scoring method, the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

1. Responsive/compliant/acceptable, and
2. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation:
 - a) Technical Criteria weight: 70%
 - b) Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 points during the technical evaluation would be considered for the Financial Evaluation.

Table 2: Technical Evaluation Criteria

Criteria	Weight	Comments
Relevance of Education/ Degree		

<ul style="list-style-type: none"> Postgraduate degree in development studies, gender studies, poverty reduction, international policy, climate change, sustainable development or social sciences 	Pass/Fail	
Years of Relevant Experience		
<ul style="list-style-type: none"> At least 5 years work experience in climate change/environment, housing etc 	15	10 points for the first five (5) years and 1 point for each additional year for a maximum of 15 points
<ul style="list-style-type: none"> At least 5 years of experience addressing issues specific to gender equality and the mainstreaming of gender into national policies, strategies and/or action plans 	15	10 points for the first five (5) years and 1 point for each additional year for a maximum of 15 points
<ul style="list-style-type: none"> At least 2 years executing gender specific capacity building initiatives at the policy level and supporting institutional coordination efforts, resulting in the design of strategic guidance documents or strategic re-development of organizations structures which support gender mainstreaming including policy briefs 	10	7 points for the first (1st) year and 1 point for each additional year for a maximum of 10 points
<ul style="list-style-type: none"> Proven ability to undertake gender analysis, design relevant criteria and develop gender strategies demonstrated by at least 2 documents produced. Written examples of work undertaken e.g. Report, Briefs etc. need to be provided 	5	Maximum 5 points will be allocated for submission of written examples of related work undertaken
<ul style="list-style-type: none"> Demonstrated experience in working with Small Island Developing States (SIDS) including in the Caribbean (with national/local governments and civil society organizations) and undertaking policy and programmatic work in the area of expertise mentioned above is an asset 	5	Maximum 5 points will be allocated for experience working in SIDS including the Caribbean (with national/local governments and CSOs) undertaking policy and programmatic work
Assessment of Technical Proposal		
<ul style="list-style-type: none"> Technical Proposal should detail the consultant's approach to work based on the TOR, also identifying any risks undertaking the consultancy. Points will be awarded based on: <ul style="list-style-type: none"> Clarity (4 points) Soundness of approach (8 points) Proposed Methodology (8 points) 	20	Candidates will be allotted a maximum of 20 points based on the fluidity of their technical proposal

Total Technical Score 70%

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture.

Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

UNDP does not tolerate sexual exploitation and abuse, any kind of harassment, including sexual harassment, and discrimination. All selected candidates will, therefore, undergo rigorous reference and background checks.

OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date _____

Dear Sir/Madam
United Nations Development Programme
Regional Hub for Latin America and the Caribbean

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **IC 151025 Recommendations for Mainstreaming Gender in the Climate Change Policy Framework and the National Housing Policy**;
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3;
- E) I hereby propose to complete the services based on the following payment rate:

☐ A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of _____ days *[minimum of 90 days]* after the submission deadline;
- I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that *[check all that applies]*:

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

- O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

- P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

- Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

- R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

- S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____

SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes *[please check all that applies]:*

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Deliverables*

Deliverables	Percentage of Total Price (Weight for payment)	Amount [Currency]
1. Inception report	10%	
2. Gender Analysis of the Climate Change Policy Framework	25%	
3. Gender Analysis of the National Housing Policy	25%	
4. Policy Brief on recommendations to mainstream gender into the Climate Change Policy Framework incorporating feedback from the validation sessions	40%	
5. Policy Brief on recommendations to mainstream gender into the National Housing Policy, including feedback coming out of validation process		
Total	100%	USD

**Basis for payment tranches*

B) Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel² Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR)

² Travel expenses are not required if the consultant will be working from home.



UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

No _____

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as “UNDP”) and _____ (hereinafter referred to as “the Individual Contractor”) whose address is _____.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): _____.

2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual Contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] _____ in accordance with the table set forth below³. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

³ For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

5. Beneficiary

The Individual Contractor selects _____ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission", and UNDP's policy on "Harassment, Sexual Harassment, Discrimination and Abuse of Authority" set forth in the Programme and Operations Policies and Procedures.

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Name; _____

Name; _____

Signature; _____

Signature; _____

Date; _____

Date; _____

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS: The Individual Contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual Contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual Contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual Contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT:

(a) General: The Individual Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual Contractor’s performance under the Contract, the Individual Contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual Contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual Contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual Contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual Contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual Contractor must comply with all security directives issued by UNDP.

(b) Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment: Without limitation

to the terms set forth in (a) above, in the performance of the Contract, the Individual Contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse ("SEA"), as defined in that bulletin. Moreover, and without limitation to the application of other regulations, rules, policies and procedures, bearing upon the performance of the activities under the Contract, the Individual Contractor shall comply with the standards of conduct stated in UNDP's policy on "Harassment, Sexual Harassment, Discrimination, and Abuse of Authority" set forth in the Programme and Operations Policies and Procedures.

In the performance of the Contract, should sufficient information of prohibited conduct including but not limited to sexual harassment ("SH"), and/or SEA, against the Individual Contractor be brought to UNDP's attention, UNDP shall commence an investigation into the Individual Contractor's conduct in this regard in accordance with UNDP regulations, rules, policies and procedures. Should the allegations (i) be found to have been substantiated and (ii) should they constitute grounds for termination of this Individual Contract, even after the expiry or termination of the Individual Contract, where such prohibited conduct involves SH or SEA, the Individual Contractor's name will be placed into an internal United Nations' database which may affect the Individual Contractor's ability to work with/for the United Nations System in any capacity in the future.

(c) The Individual Contractor acknowledges and agrees that any breach of any of the provisions set forth in Article 2 (a) and (b) shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:

Title to any equipment and supplies that may be furnished by UNDP to the Individual Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual Contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual Contractor, subject to normal wear and tear, and the Individual Contractor shall be liable to compensate UNDP for any damage or

degradation of the equipment and supplies that is beyond normal wear and tear.

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 Individual Contractor has developed for 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 Individual Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual Contractor: (a) that pre-existed the performance by the Individual Contractor of his or her obligations under the Contract, or (b) that the Individual Contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual Contractor grants to 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. At the request of UNDP, the Individual Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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 services under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual Contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the

Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual Contractor may disclose Information to the extent required by law, *provided that* the Individual Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Individual Contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual Contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual Contractor is required by UNDP to travel beyond commuting distance from the Individual Contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual Contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual Contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual Contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual Contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual Contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual

Contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual Contractor or the Individual Contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual Contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual Contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual Contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual Contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual Contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual Contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual Contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual Contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual Contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual Contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual Contractor's sole expense, such life, health and other forms of insurance as the Individual Contractor may consider to be appropriate to cover the period during which the Individual Contractor provides services under the Contract. The Individual Contractor acknowledges and agrees that none of the insurance arrangements the Individual Contractor shall, in any way, be construed to limit the Individual Contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual 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 UNDP against any monies due to the Individual Contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual Contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual Contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual

Contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual Contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual Contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual Contractor. The Individual Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual Contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual Contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual Contractor; (e) the Individual Contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual Contractor has become subject

to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual Contractor to perform any of the obligations under the Contract. In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual Contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual Contractor may be withheld from any amount otherwise due to the Individual Contractor by UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual Contractor in respect of any amounts paid to the Individual Contractor under this Contract, and the Individual Contractor

acknowledges that UNDP will not issue any statements of earnings to the Individual Contractor in respect of any such payments

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual Contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual Contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual Contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual Contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual Contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual Contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual Contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual Contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract,

or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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 Co n t r a c t , 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.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action.

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

EVALUATION CRITERIA

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

The award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

* Technical Criteria weight, 70%;

* Financial Criteria weight, 30%;

1. Technical Evaluation

Only offerors who reach a minimum of 49 points will be considered RESPONSIVE and will continue to the final stage of financial evaluation of proposals.

QUALIFICATION REQUIREMENTS AS PER TORs	Points	Comments
A. Relevance of Education/ Degree	Pass/Fail	
Postgraduate degree in development studies, gender studies, poverty reduction, international policy, climate change, sustainable development or social sciences	Pass/Fail	
B. Years of Relevant Experience	50	
At least 5 years work experience in climate change/environment, housing etc	15	10 points for the first five (5) years and 1 point for each additional year for a maximum of 15 points
At least 5 years of experience addressing issues specific to gender equality and the mainstreaming of gender into national policies, strategies and/or action plans	15	10 points for the first five (5) years and 1 point for each additional year for a maximum of 15 points
At least 2 years executing gender specific capacity building initiatives at the policy level and supporting institutional coordination efforts, resulting in the design of strategic guidance documents or strategic re-development of organizations structures which support gender mainstreaming including policy briefs	10	7 points for the first (1st) year and 1 point for each additional year for a maximum of 10 points

Proven ability to undertake gender analysis, design relevant criteria and develop gender strategies demonstrated by at least 2 documents produced. Written examples of work undertaken e.g. Report, Briefs etc. need to be provided	5	Maximum 5 points will be allocated for submission of written examples of related work undertaken
Demonstrated experience in working with Small Island Developing States (SIDS) including in the Caribbean (with national/local governments and civil society organizations) and undertaking policy and programmatic work in the area of expertise mentioned above is an asset	5	Maximum 5 points will be allocated for experience working in SIDS including the Caribbean (with national/local governments and CSOs) undertaking policy and programmatic work
C. Competencies	20	
Technical Proposal should detail the consultant's approach to work based on the TOR, also identifying any risks undertaking the consultancy. Points will be awarded based on: <ul style="list-style-type: none"> • Clarity (4 points) • Soundness of approach (8 points) • Proposed Methodology (8 points) 	20	Candidates will be allotted a maximum of 20 points based on the fluidity of their technical proposal
Total	70	

2. FINANCIAL EVALUATION OF PROPOSALS

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal (daily rate offered). All other price proposals receive points in inverse proportion.

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated