



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

LOCAL INDIVIDUAL CONSULTANT-

National Consultant to Support UN in Trinidad and Tobago to conduct a Common Country Analysis (CCA) 2020

Country: Trinidad & Tobago

Description of the assignment: Under the guidance of the UN Resident Coordinator, the UNCT in Trinidad and Tobago seeks to contract the services of a consultant to facilitate the preparation of a high- quality, evidence-based CCA as the foundation for the new MSDF Cooperation Framework 2022-2026. This consultancy is aimed to support the UNCT in Trinidad and Tobago to develop a high quality and evidence-based CCA for Trinidad and Tobago which examines the progress, gaps, opportunities and bottlenecks vis- a-vis Trinidad and Tobago's commitment to the achievement of the 2030 Agenda

Project name: CCA

Period of assignment/services: 35 working days

Proposal should be submitted at the below mentioned email address no later than: **Tuesday 18th August 2020 at 4pm** AST with the subject e-mail "**National Consultant to Support UN in Trinidad and Tobago to conduct a CCA 2020**"

Email for Submission: procurement.tt@undp.org

Subject: LOCAL INDIVIDUAL CONSULTANT: National Consultant to Support UN in Trinidad and Tobago to conduct a CCA 2020

1. BACKGROUND

The Multi-country Sustainable Development Framework (MSDF) 2017-2021 was developed in the Caribbean through an inclusive and participatory process led by the Governments and representatives of 18 Caribbean countries and territories and the United Nations in consultation with civil society and development partners. The MSDF embodies the following four strategic focus or outcome areas to respond to national needs and make use of the United Nations' comparative advantages.

1. An Inclusive, Equitable and Prosperous Caribbean
2. A Healthy Caribbean
3. A Safe, Cohesive and Just Caribbean
4. A Sustainable and Resilient Caribbean

Following recent reforms repositioning the UN development system, new Cooperation Frameworks (CF) will be the most important UN planning and implementation instrument in support of 2030 Agenda in the country and will be prepared and implemented in full consultation with the national Government. In the Caribbean, the MSDF II will outline the UN's collective response to national SDG priorities agreed with national Governments for the period of 2022-2026. In this vein, it will be first and foremost a partnership with national governments, a compact for UN country teams and a commitment to national stakeholders including development partners, international financial institutions, civil society, trade unions, employers and those left behind.

As per the CF Guidelines from the UN Sustainable Development Group (UNSDG), the UN Common Country Analysis (CCA) is the UN system's independent, impartial and collective assessment (i.e., a description of a country situation) and analysis (i.e., a description of causes and their implications) of a country's situation for its internal use in developing the CF. Multi-disciplinary in nature, the CCA will examine progress, gaps, opportunities and bottlenecks vis-à-vis a country's commitment to achieving the 2030 Agenda. The CCA will seek to engender integrated, cross-pillar systems thinking, summarizing the interlinkages and integrated nature of the SDGs; multidimensional factors spanning the development,

and human rights spectrum; relevant regional, sub-regional and cross-border dynamics; the country's legal, institutional, policy and financial landscape. The CCA for Trinidad and Tobago will form the basis of the inputs for the Common Multi Country Assessment (CMCA) that will be used for the creation of the MSDF II.

The CCA is no longer a one-off event, but a core analytical function carried out by the UNCT. The CCA is a flagship product of Trinidad and Tobago's UNCT and a core analytical function of the UN at country, regional and global levels. This will enable the UNCT to be responsive to emerging needs and changing conditions in a country and provide a basis for making course corrections in programme implementation.

Therefore, under the guidance of the UN Resident Coordinator, the UNCT in Trinidad and Tobago seeks to hire the services of a consultant to facilitate the preparation of a high-quality, evidence-based CCA as the foundation for the new MSDF Cooperation Framework 2022-2026.

For detailed information, please refer to Annex 1

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

Guided by the national vision, national development plan, national performance framework, national budgets as well as national SDG indicator framework and international and regional commitments, the consultant will amongst others examine the following areas and identify progress, challenges, opportunities and gaps.

The assessment and the analysis are to focus on the following:

- Analysis of 2030 agenda
- Analysis of LNOB
- Risks analysis
- Capacity and gap analysis

The analysis will also take into account the three dimensions in the agenda 2030, including social, economic, and environmental risks.

For detailed information, please refer to Annex 1

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Education:

- Advanced university degree (Master's and equivalent) in development studies, economics, social sciences, international relations or any other related field

Experience:

- At least 10 years' experience of conducting country/national level situational analysis, UN common country programming processes, some of which must be related to 2030 Agenda for sustainable development/SDGs; and SDG nationalization and reporting processes;
- Work experience in the United Nations system at large and close familiarity with UN system planning and programming processes
- Previous experience of conducting UN Common Country Analysis is desired;
- Substantial professional application of human rights, gender equality, women's empowerment, environmental sustainability, results-based management, resilience, and capacity development in research; with excellent understanding of inclusive economic growth, decent work, development risks, hazards, vulnerabilities and challenges of upper-middle income countries, including those linked to climate change;
- Experience in the discourse around UN development system reforms and related trainings/workshops of the UN System Staff College and other UN entities;
- Ability to design and implement participatory, inclusive, and innovative methods and tools;
- Ability to deliver a high-analytical report in a very short time and ability to lead a research team and work effectively and constructively in a multi-agency setting;
- Experience in Trinidad and Tobago and/or the Caribbean highly desirable

Language:

- Fluency in written and spoken English.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

- (1) Offeror's letter to UNDP (See ANNEX II);
- (2) Resume/CV. Resume /CV shall include Contact Information, Education/Qualification, Professional Certification, Employment Records /Experience and contact information and email for three referees.

(3) Proposal: Brief proposal explaining why you are the most suitable for this consultancy including confirmation on availability to complete the project in the prescribed period;

(4) FINANCIAL PROPOSAL:

Please complete the Price Submission Form (ANNEX III) attached, to express your price offer for the services required. Your price proposal would include costs such as your remuneration plus the per diem expense for each day in Trinidad & Tobago, if applicable. All prices shall be quoted in TT dollars (TTD). UNDP will not process Visas for the consultant.

A. FINANCIAL PROPOSAL

Lump sum contract

The financial proposal will specify the daily fee, travel expenses and per diems quoted in separate line items, and payments are made to the Individual Consultant based on the number of days worked.

Travel

No travel costs should be included. Should any travel be required from the consultant, it will be paid separately. Plane ticket, Terminal expenses and Daily Subsistence allowance as per UNDP rules, will be provided for the Consultant's required travels. In general, UNDP should not accept travel costs exceeding those of an economy class ticket.

6. EVALUATION

Method: Highest total score of weighted desk review and financial criteria: The price proposals of all consultants, who have attained a minimum 70% score at the Desk Review, will be compared. UNDP will award a contract to the individual who receives the highest score out of a predetermined weighted, Desk Review and Financial criteria as follows: 70% Desk Review criteria, 30% Financial criteria.

Shortlisting Criteria		Maximum points*
1	Relevant educational background	20
2	10 years' experience of conducting multi-disciplinary country/national level situational analysis related to 2030 Agenda or SDGs	30
3	Previous experience working in Trinidad and Tobago and/or the Caribbean	10
4	Previous experience of conducting UN Common Country Analysis	10
5	Substantial professional application of human rights, gender equality, environmental sustainability, result-based management and capacity development in research	20
6	Knowledge of English	10
Total		100

Once the candidates have attained a score of at least 70% on the desk review, based on the requirements in the Terms of Reference, only then, their financial proposals to be evaluated.

The final evaluation process is based on a 70:30 weighting, with 30 points being allocated to the financial component.

The following formula (cumulative analysis) is used to determine the financial scoring: $p = y (\mu/z)$, 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

ANNEXES

ANNEX I- TERMS OF REFERENCES (TOR)

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

ANNEX III – FINANCIAL PROPOSAL (PRICE SUBMISSION FORM)

ANNEX IV – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX V- INDIVIDUAL CONSULTANT CONTRACT TEMPLATE

TIMELINES

ACTIVITY	DUE ON
DEADLINE FOR RECEIPT OF OFFERS	Tuesday 18th August 2020 at 4pm AST
EXPECTED START DATE FOR SUCCESSFUL CANDIDATE	August 2020



TERMS OF REFERENCE (ToR)

Terms of Reference

National Consultant to Support UN in Trinidad and Tobago to conduct a Common Country Analysis 2020

1 Introduction / Background

The Multi-country Sustainable Development Framework (MSDF) 2017-2021 was developed in the Caribbean through an inclusive and participatory process led by the Governments and representatives of 18 Caribbean countries and territories and the United Nations in consultation with civil society and development partners. The MSDF embodies the following four strategic focus or outcome areas to respond to national needs and make use of the United Nations' comparative advantages.

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7. A Safe, Cohesive and Just Caribbean
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and human rights spectrum; relevant regional, sub-regional and cross-border dynamics; the country's legal, institutional, policy and financial landscape. The CCA for Trinidad and Tobago will form the basis of the inputs for the Common Multi Country Assessment (CMCA) that will be used for the creation of the MSDF II.

The CCA is no longer a one-off event, but a core analytical function carried out by the UNCT. The CCA is a flagship product of Trinidad and Tobago's UNCT and a core analytical function of the UN at country, regional and global levels. This will enable the UNCT to be responsive to emerging needs and changing conditions in a country and provide a basis for making course corrections in programme implementation.

Therefore, under the guidance of the UN Resident Coordinator, the UNCT in Trinidad and Tobago seeks to hire the services of a consultant to facilitate the preparation of a high- quality, evidence-based CCA as the foundation for the new MSDF Cooperation Framework 2022-2026.

(2) Purpose and specific objectives: Duties and Responsibilities

Purpose: This consultancy is aimed to support the UNCT in Trinidad and Tobago to develop a high quality and evidence-based CCA for Trinidad and Tobago which examines the progress, gaps, opportunities and bottlenecks vis- a-vis Trinidad and Tobago's commitment to the achievement of the 2030 Agenda. The CCA must be based on the CF Guidelines (June 2019) and the companion pieces of the CF Guidelines including the framework guidance on UN Common Country Analysis (July 2019). Hence, the main elements expected of the CCA are:

- Taking stock of Trinidad and Tobago's progress towards fulfilment of the 2030 Agenda;
- Analysis of opportunities and constraints for Trinidad and Tobago in achieving SDG and targets with emphasis on those left behind.
- Examining the governance structures, legal framework, institutions, existing capacities and capacity gaps in the country
- Identification of emerging challenges, critical gaps and potential partnerships to support implementation of UNSDG commitments for Trinidad and Tobago.

(3) Specific Objectives

1. To analyze existing data and data gaps for national SDG indicators comparing official data with international sources and where possible use innovative diagnostic tools.
This analysis should build on the Voluntary National Review, that Trinidad and Tobago presented in July 2020, the country-specific assessments/findings and recommendations of UN principal organs.
2. To describe and analyze the key challenges and opportunities in relation to achieving national priorities in relation to Agenda 2030, international human rights obligations and agreed international norms and standards and regional commitments.
3. To identify multidimensional risks that could impact the development trajectory of the country, covering a full spectrum of development issues.
4. To identify key development stakeholders and describe their capacities and potential contributions to national SDG priorities. In this context, outline the UN's collective comparative advantage in Trinidad and Tobago versus these stakeholders.
5. To identify and analyze the relevant regional and sub-regional dynamics and their impact on achieving the 2030 Agenda in the context of Trinidad and Tobago.
This may include inter alia trends and risks related to economics and trade, employment and decent work, basic social services incl. education, health & nutrition, social protection and protection of vulnerable population groups, climate change and natural disasters, environmental degradation and ecosystem service, geo-political dynamics, peace and security, migration

patterns, health emergencies and animal, food or sanitary emergencies, limitations/opportunities for private sector development. This will help identify opportunities for cross-border dialogue and collaboration between countries.

6. To identify and describe population groups left behind or at risk of being left behind in the country, assessing the evidence of who is left behind and to what degree and the underlying intersection of drivers of risks and vulnerabilities, sources of deprivation, discrimination, , and needs, and analysis of inequalities, including gender inequality, taking into account political, social, cultural, geography, governance, disasters, climate change, the environment or the economy related issues.
7. Assess the financing landscape for sustainable development at the country level, highlighting the existing and potential opportunities for leveraging financing for sustainable development.

(4) Scope of consultancy assignment

Guided by the national vision, national development plan, national performance framework, national budgets as well as national SDG indicator framework and international and regional commitments, the consultant will amongst others examine the following areas and identify progress, challenges, opportunities and gaps.

The assessment and the analysis are to focus on the following:

- Analysis of 2030 agenda
- Analysis of LNOB
- Risks analysis
- Capacity and gap analysis

The analysis will also take into account the three dimensions in the agenda 2030, including social, economic, and environmental risks.

1. 4a. Multi-Dimensional Risk

Examine with an inter-disciplinary approach and:

- Shed light on the persistence of complex development challenges, and why certain groups of people and certain places are left behind or are at risk of being left behind;
- Provide an analysis of the country preparedness for a pandemic/disaster and the resulting impact;
- Provide an understanding of the different elements that are currently impacting or that risk impacting the development trajectory of Trinidad and Tobago, hindering national efforts to achieve the SDGs and their targets;
- Detail analysis of the country's efforts to reduce the patterns of inequality over the last five years, exclusion and discrimination affecting those being left behind.

2. 4b. Political Economy

Identify progress, challenges, opportunities and gaps related to:

- Examine the political economic trajectory of the country from the past five years to the present, and the vision for its future;
- Analysis of Trinidad and Tobago economy by examining the dominating and future production and employment sectors including agricultural, industrial, service, trade and technology policies over time with an understanding of the economy in relation to its immediate neighbors and the global economy;
- Analysis of the incentives, relationships, distribution and contestation of power and resources among the different groups and individuals;
- Inclusiveness of economic growth, particularly the relationship between economic growth,

employment creation and income, population access to quality public service delivery, analysis of resource allocation for public services and expenditure, distribution and contestation of power,

- labor market policies and unemployment (across age and gender), contribution of socioeconomic reforms to sustainable and decent job creation and reduction of gender and age gaps;
- Private sector development with three-pronged focus: (i) on Micro, Small, and Medium Enterprises (MSMEs), (ii) Investment Promotion (Foreign Direct Investment) with disaggregated analysis on and the activity of women-owned firms, (iii) Ability of young people, women and people with disabilities to start their own business and identify potential barriers and bottlenecks;
- Domestic, regional and international trade including volume, value and contribution to employment;
- Analysis of equality of opportunity to live the life as every individual deems important within the Trinidad and Tobago society;
- Industrial development in Trinidad and Tobago with a view to increase the contribution of the sector to the economy and employment generation with disaggregated analysis;
- Include the impact of climate change and disasters, migration, insecurity, new technologies, and urbanization in terms of what these trends mean for Trinidad and Tobago;
- Assessment of the economic transformation as regards how the intended changes to the structure of the economy will impact those being left behind or at risk of being left behind, including: the poor, women, workers, youth, minorities, migrants, internally displaced persons, stateless persons, older persons, persons with disabilities, etc.;
- Analysis of economic transformation on how it touches on important issues of political representation, civic engagement, employment patterns and labour relations and local and national development.

3. 4c. Monetary and Fiscal Policy

4. Drawing on data from World Bank, International Monetary Fund and other regional/and or international financial institutions:

- Analyze how Trinidad and Tobago generates revenues through productive activities and manages its finances, creates the conditions for public and private, domestic and foreign investment;
- Examine the monetary and fiscal policies of Trinidad and Tobago with reflection on the corruption, rule of law and the impacts on investments;
- Assess the financial sector reforms in the country, the depth of the domestic capital markets, the health of the financial services industry, and a review of factors that may hamper economic and financial growth;
- Identify the greatest opportunities to re-orient all sources of financing for SDGs in the country;
- Identify the financial instruments and key factors to develop strong, stable, competitive and inclusive financial system that provides access to financial services for the entire population and contributes to growth by efficiently channeling domestic and foreign savings toward productive investments;
- Assess development finance in a changing local and global context including the role of private sector in financing development;

5. 4d. Governance and Institutional Structures including Rule of Law

Assess the status, quality, progress, challenges, opportunities and gaps related to the following:

- Governance structures, starting from the State as the main duty-bearer for rights, mapping the trajectory from the past to the present and the projections into the future;
- Legal and policy frameworks relevant to human rights promotion and protection and in line

with international standards;

- Vertical structure and decentralization of public administration, and the authority vested in local governments to administer public services and collect revenue and inclusiveness of vulnerable groups to be part of decision-making;
- Security, corruption, rule of law and access to justice for assessing the effectiveness of public administration and the capacity of the State to respect, protect and fulfil human rights;
- State/society relations, including the legal and de facto status of civil society organizations, minority, youth and women's groups, community organizations, volunteer groups, professional associations, organized labour, cooperatives, etc., including the means available for the participation of marginalized groups in decision-making processes;
- Facilitation of economic activities by an effective legal system and rule-of-law-based governance structure in which property and contract rights of all citizens, particularly of women, are reliably respected and enforced and addressing social inequalities;
- Analysis of the adequacy of the labour administration systems and institutions in line with International Labour Standards and norms, with a view to establishing sound labour market governance
- Judiciary sector reform including conformity with international and regional human rights standards, predictability, transparency, non-discrimination and impartiality of laws affecting the population, and their application by the judiciary, particularly with focus on children and juvenile offenders, migrants, and women as some of the most vulnerable groups;
- Implementation of national programmes on human rights devised in accordance with international human rights commitments including recommendations received by UN human rights mechanisms;
- Accountability systems for the use of funds and development results including the effective and independent functioning of oversight institutions (electorate and by the legislature and judiciary);
- National budget process that prioritizes reaching the furthest behind and utilizes tools such as Gender and Child Responsive Budgeting.
- Key policy and programmatic areas for promotion of good governance, human rights and deepening democratic culture;
- The decentralization process and the local government system and to what extent this is responsible to local needs, inclusive in terms of gender and age contributions, and the potential increase of their role in SDG implementation;
- Current ability of the Trinidad and Tobago government, including law enforcement Agencies, to prevent and respond to the spread of extremist ideologies, the informal networks arising to recruit vulnerable people including young people, and ways this threat is being addressed;
- The adequacy and quality of the government's drug and crime prevention programmes, particularly with focus on children and young people through the national education system.

6. 4e. Human capital development

With a gender perspective, analyze the progress, challenges, opportunities and gaps related to:

- Analysis of national policies and service delivery that affect universal access to health care and quality of health services, including reproductive health, childhood health and nutrition and prevention and treatment of tuberculosis and malaria, and other communicable and non-communicable diseases, geriatrics as well as mental health and environmental health risk factors;
- Examine access, efficiency, effectiveness, inclusiveness and gender sensitivity of services pertaining to education, including comprehensive sexuality education (CSE), Early Childhood

- Development (ECD) and adult literacy programs;
- Effectiveness of skills development and technical vocational and higher education services with

- a view to promote comprehensive systems development needed for the achievement of Vision 2030 or Agenda 2030 and address the unemployment levels in particular for the young people and women;
- Assess the situation of malnutrition in Trinidad and Tobago, its root causes, and whether health system capacities to adequately address the issue in a child and gender sensitive manner;
- Promoting access to and quality of water and sanitation services and if gender dimension is properly addressed;
- The adequacy and effectiveness of the national social protection system, including the capacity of the national system to address the challenges facing the most vulnerable, including children and young people affected by violence, abuse and neglect, availability of adequate services for women and girls (especially those affected by violence incl. sexual violence), men and boys, with a view to identify areas for more effective planning and service delivery;
- Efficiency and effectiveness of multi-sectoral essential more effective planning and service package for victims and survivors of gender-based violence; Social inequality levels and geographic disparities across the territory, identify key policy and programmatic priority areas to address inequality, prevent violent extremism and promote social cohesion among various groups in society.

7. 4f. Environment, climate change, resilience, and natural resources management:

- Critically assess the profile and trends of disaster risk in Trinidad and Tobago with specific focus on the impact of climate change on the economy and health outcomes of its population including migrants, as well as the adequacy of policies and legal frameworks of the country to adapt and mitigate climate change, as well as critically review the disaster risk reduction approach of the country to the changing disaster risk circumstances;
- A country risk analysis, looking at the government's and its support structures' capacity to adequately prepare and respond to the negative impact of climate change and natural disasters, particularly with regards to the most vulnerable groups: women, children, people with disabilities;
- Examine the effectiveness of environmental policies to foster the sustainable use and management of natural resources (i.e. water, waste, conservation management, marine and coastal zones management, biodiversity, and natural resources management);
- Examine the issues related to renewable energy and energy efficiency and the main challenges and opportunities to the country;
- Examine the impact of urbanization on the environment and sustainability of growth in the country and how these might impact various groups in society in different ways
- Examine use of nature based solutions to build back better and greener;
- Examine issues related to pollution, waste and chemicals and their impact on the country and opportunities for e.g. circular economy.
- Examine emergency plans to see if they address the needs of the most vulnerable and have included international mechanisms such as the Minimum Initial Service Package (MISP) for sexual and reproductive health in emergencies.

(5) Methodology

The consultancy team will develop a technically sound methodology in accordance with human rights approach to data, international data protection standards and the UN Principles on Personal Data Protection and Privacy. The methodology will be, amongst others:

- Collect and synthesize secondary and primary data and add to existing data, statistics, analyses, reviews, research, studies and resources from within and outside the UN system. These include

national and sector-specific development visions and strategies, national budget allocations, and

- development financing from domestic and international, private and public sources, regional and global reports;
- Ensure a highly participatory CCA process involving a wide range of national stakeholders – government, development partners, international financial institutions, private sector, civil society, international NGOs, trade unions, youth, women, children, people with disabilities, and other vulnerable groups of persons at risk of or already left behind;
- Employ innovative approaches to inclusive and participatory data collection and analytical processes that also takes advantage of the high internet and mobile coverage and usage in the country;
- The CCA design and tools will facilitate identification of those left behind or at risk of being left behind across all the themes examined;
- The evidence and data, where it is possible, needs to be disaggregated not only by income, gender, geography and age, but also other grounds of discrimination prohibited under international law. Social, cultural, economic, political, legislative and other systemic drivers of exclusion should be examined and described.

(6) Working arrangements

- The Consultant will work under the overall guidance of UN Resident Coordinator, the UNCT, RDCO and the PSG through the UNCT Focal Points Task Force which will be chaired by the Head of UN Resident Coordinator's Office (UNRCO).
- The Consultant will be supervised by the Head of UNRCO, under the overall guidance of the UN Resident Coordinator.
- The Consultant will work on a daily basis with the RCO and the UNCT Focal Points Task Force who will oversee and guide their work.
- Responsibilities of the UNCT:
Under the leadership of UN Resident Coordinator, the UNCT will be responsible for the successful execution of the CCA process by managing and quality assuring the work and deliverables of international consultant. In particular, they will:
 - Guide the consultant in preparing the CCA Inception report;
 - Facilitate the review of the CCA Inception report, proposed data collection tools and CCA methodology;
 - Provide the consultant with all available key Government, UN and other stakeholder documents pertinent for understanding the country situation. All UN Agencies will make available all necessary documents for review in the context of this exercise.
 - Identify all the key stakeholders to be consulted during this study;
 - Organize meetings and focus groups and arrange transportation for the consultant;
 - Provide timely feedback on the evolving draft of the CCA so that it meets the desired quality;
 - Prior to finalization of the CCA report, facilitate the necessary consensus building with key stakeholder and final approval by the UNCT;
 - Through the UNRCO, draw upon the technical capacities, assets and expertise of UN global and regional levels for a high quality CCA right from design of the TOR to finalization of CCA.
- Responsibilities of the Consultant
Under the overall guidance of the UNCT Focal Points Task Force, the Consultant will lead in facilitating the CCA process and will be specifically responsible for the following:
 - Lead the design and presentation of the Inception Report, detailed CCA methodology

and tools including for data collection and analysis, review and reporting to fulfil the consultancy objectives;

- Engage with the Statistical Consultant to extract analyses from the SDG Data Repository;
- Conduct consultations with key stakeholders (Government, international development partners, civil society, private sector and municipalities) in very close consultation with the RCO;
- Design, conduct and facilitate a CCA retreat for the UN Country Team
- Lead in preparing a high quality analytical CCA report following the UN Sustainable Development Cooperation Framework Guidelines for UN Common Country Analysis;
- Prepare presentations to UNCT and national stakeholders as may be needed;
- Integrate into research design, analysis and report the UN Guiding/Programming Principles: i) Leave no one behind; (ii) Human rights-based approach; iii) gender equality and women's empowerment; iv) resilience; v) accountability; and vi) sustainability;
- Preparation of a high quality, evidence based and analytical CCA report for Trinidad and Tobago;

(7) Deliverables

8. Deliverable - 1 Desk Review

Desk review of all the available studies, reports, evaluations, surveys produced by the country, including the MSDF 2017-2021 annual reviews and final evaluation, Annual One UN Results Reports and Final Evaluation Report and develop an Inception Report, that includes detailed CCA Work Plan for completing the assignment, tools and methodologies, as well as other data collection methods proposed for in-country visits and out-country (on-line surveys, Big Data). Develop questionnaires and guidance for the national consultant's visits to the stakeholders.

Location: **Home Based**

Duration: 5 working days (August 2020)

Payment schedule: 10%

9. Deliverable 2 – Data collection and preliminary findings Report

In-country travel and Focus Group discussions, including UN Resident Coordinator, UNCT, Non-Resident UN Agencies, Government, Civil Society, Development Partners, and others, as identified by the UNCT.

The Consultant will lead, design and present the preliminary CCA report for validation by the UNCT. The collective UN comparative advantage of UN in Trinidad and Tobago in support of the 2030 Agenda for Sustainable Development will be analyzed.

Location: **In-country travel**

Duration: 10 working days (August 2020)

Payment schedule: 20%

10. Deliverable 3 - Draft CCA Report

This must include discussion of findings, conclusions and recommendations from desk review and primary data gathered. This must address all the objectives of the study.

Max. 20 pages (English), including Executive Summary (2.5 pages), the assessment of country context and the 2030 Agenda, including a consideration of existing data and data gaps and the enabling political, policy and legislative environment, the rights-based analysis of the drivers of inter-sectoral and development challenges, including the underlying and root causes of inequalities and discrimination, capacity gaps of rights holders and duty bearers, the UN comparative advantage and the UN and national capacity development assessment, the risk and opportunities, future scenarios and contingencies (risk-analysis disaggregated), identification of priorities areas of development intervention, of key issues and challenges and suggestions of areas of opportunity for the UN intervention.

Location: **Home-based**

Duration: 10 working days (September-October 2020)

Payment schedule: 30%

11. Deliverable 4 - Final CCA Report

Max. 20 pages (English) plus essential annexes and 1,500 words Executive Summary (submitted in hard and soft copy). To be assessed using UNSDG Quality Checklist for CCA developing.

Location: **Home-based**

Duration: 10 working days (October-November 2020)

Payment schedule: 40% of total value of contract (upon approval of the CCA final report)

(8) Competencies

12.

13. Education:

- Advanced university degree (Master's and equivalent) in development studies, economics, social sciences, international relations or any other related field;

Experience:

- At least 10 years' experience of conducting country/national level situational analysis, UN common country programming processes, some of which must be related to 2030 Agenda for sustainable development/SDGs; and SDG nationalization and reporting processes;
- Work experience in the United Nations system at large and close familiarity with UN system planning and programming processes
- Previous experience of conducting UN Common Country Analysis is desired;
- Substantial professional application of human rights, gender equality, women's empowerment, environmental sustainability, results-based management, resilience, and capacity development in research; with excellent understanding of inclusive economic growth, decent work, development risks, hazards, vulnerabilities and challenges of upper-middle income countries, including those linked to climate change;
- Experience in the discourse around UN development system reforms and related trainings/workshops of the UN System Staff College and other UN entities;
- Ability to design and implement participatory, inclusive, and innovative methods and tools;
- Ability to deliver a high-analytical report in a very short time and ability to lead a research team and work effectively and constructively in a multi-agency setting;

- Experience in Trinidad and Tobago and/or the Caribbean highly desirable;

(9) Languages

Excellent analytical writing and oral presentation in English. Application procedure & documents to be submitted in English.

Interested Consultant must submit the following documents/information to demonstrate their qualifications on or before suggested deadline online through the jobs.undp.org electronic portal.

1. **Technical Proposal** - explaining why they are the most suitable for the work, providing a brief methodology on how they will approach and conduct the work, and highlighting their relevant work experience and skills for the assignment. The consultant's curriculum vitae, outlining detailed qualifications, experience and skills should be presented.
2. **Financial proposal** – This will include the fees and incidental costs considered inherent to the consulting.

The UNDP will enter into a contract based on a lump sum amount. The financial proposal shall represent a detailed, justified and “all inclusive” amount. In order to assist UNDP in the comparison of financial proposals, the financial proposal shall be explained as the total daily cost for the duration (maximum 35 days) of the consultancy period.

Proposals not meeting the above requirements will be rejected.

(10) Evaluation criteria

Method: Highest total score of weighted desk review and financial criteria: The price proposals of all consultants, who have attained a minimum 70% score at the Desk Review, will be compared. UNDP will award a contract to the individual who receives the highest score out of a predetermined weighted, Desk Review and Financial criteria as follows: 70% Desk Review criteria, 30% Financial criteria.

Evaluation Criteria		Maximum points*
1	Relevant educational background	20
2	10 years' experience of conducting multi-disciplinary country/national level situational analysis related to 2030 Agenda or SDGs	30
3	Previous experience working in Trinidad and Tobago and/or the Caribbean	10
4	Previous experience of conducting UN Common Country Analysis	10

5	Substantial professional application of human rights, gender equality, environmental sustainability, result-based management and capacity development in research	20
6	Knowledge of English	10
	Total	100

Once the candidates have attained a score of at least 70% on the desk review, based on the requirements in the Terms of Reference, only then, their financial proposals to be evaluated.

The final evaluation process is based on a 70:30 weighting, with 30 points being allocated to the financial component.

The following formula (cumulative analysis) is used to determine the financial scoring: $p = y (\mu/z)$,

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

Additional requirements for recommended contractor:

Recommended contractors aged 65 and older, and if the travel is required, shall undergo a full medical examination including x-ray, and obtain medical clearance from the UN-approved doctor prior to taking up their assignment. The medical examination is to be cleared by the UN physicians, and shall be paid by the consultant.

ANNEX II

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

Date _____

Ms. Randi Davis
Resident Representative
United Nations Development Programme
UN House
3A Chancery Lane
Port of Spain

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 **National Consultant to Support UN in Trinidad and Tobago to conduct a Common Country Analysis 2020**
- 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) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]:*
 - ☐ An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
 - ☐ 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.

- E) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex III;
- F) 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;
- G) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;
- H) 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*];
- I) 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:
-

- J) 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

K) 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.

L) **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.

M) 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.

N) 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

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Full Address	Business or Occupation

R) 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 Contact Information, 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)

ANNEX III

Price Submission Form Form 1.



Resident Representative United Nations Development Programme, Trinidad and Tobago

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide (the requested services) for the total sum of (indicate amount in number and letters) including applicable taxes, plus the per diem expenses as may be ascertained in accordance with the Price Schedule described below and made part of this Offer.

A. Breakdown of Cost by Components:

Cost Components	Unit Cost per day TT\$	Quantity	Total Rate for the Contract Duration TT\$
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			

B. Breakdown of Cost by Deliverables*

*Basis for payment tranches

No.	Deliverables	Percentage of Total Price (Weight for payment)	Amount TT\$
1.	<p>Desk review of all the available studies, reports, evaluations, surveys produced by the country, including the MSDF 2017-2021 annual reviews and final evaluation, Annual One UN Results Reports and Final Evaluation Report and develop an Inception Report, that includes detailed CCA Work Plan for completing the assignment, tools and methodologies, as well as other data collection methods proposed for in-country visits and out-country (on-line surveys, Big Data). Develop questionnaires and guidance for the national consultant's visits to the stakeholders.</p>	10%	
2.	<p>In-country travel and Focus Group discussions, including UN Resident Coordinator, UNCT, Non-Resident UN Agencies, Government, Civil Society, Development Partners, and others, as identified by the UNCT.</p> <p>The Consultant will lead, design and present the preliminary CCA report for validation by the UNCT. The collective UN comparative advantage of UN in Trinidad and Tobago in support of the 2030 Agenda for Sustainable Development will be analyzed.</p>	20%	
3.	<p>This must include discussion of findings, conclusions and recommendations from desk review and primary data gathered. This must address all the objectives of the study.</p> <p>Max. 20 pages (English), including Executive Summary (2.5 pages), the assessment of country context and the 2030 Agenda, including a consideration of existing data and data gaps and the enabling political, policy and legislative environment, the rights-based analysis of the drivers of inter-sectoral and development challenges, including the underlying and root causes of inequalities and discrimination, capacity gaps of rights holders and duty bearers, the UN comparative advantage and the UN and</p>	30%	

	national capacity development assessment, the risk and opportunities, future scenarios and contingencies (risk-analysis disaggregated), identification of priorities areas of development intervention, of key issues and challenges and suggestions of areas of opportunity for the UN intervention.		
4.	Max. 20 pages (English) plus essential annexes and 1,500 words Executive Summary (submitted in hard and soft copy). To be assessed using UNSDG Quality Checklist for CCA developing.	40%	
	Total	100%	TT\$

I undertake, if my Offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this Offer for a period of 90 days from the date fixed for receiving of Offers in the Request for Quotation, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Offer you may receive.

Date:

Name and signature:

ANNEX IV

UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS 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

In 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.

Prohibition of Sexual Exploitation and Abuse: 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, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof 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 done 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 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.

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, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins,

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.

ANNEX V

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 below¹. 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.

¹ 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.

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).

1. 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.

2. 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”.

☐ 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;