



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: October 20, 2021.

Country: Home-based.

Description of the assignment: UNDP RBLAC is looking for a qualified consultant to Review existing CARICOM regional citizen security from gender equality perspective and to integrate violence against women and girls, including family violence. The consultant/expert will work under the overall guidance of the Team Leader of the Gender Cluster at a.i, UNDP's Regional Bureau for Latin America and the Caribbean (RBLAC), and the direct supervision of the Regional Coordinator on Projects on VAWG at RBLAC and Spotlight Regional Coordinator. The purpose of this consultancy is to carry out an analytical assessment of gender mainstreaming and VAW/FV in regional citizen security frameworks and approaches and in national development plans and assess the extent of alignment/harmonization of national policies/strategies to regional, continental and international instruments on gender.

Project name: 00129922/00123461/Spotlight Caribbean Regional Programme.

Period of assignment/services (if applicable): November 2021

Technical and financial proposal should be submitted at the following email procurement.rblac.regionalhub@undp.org, **Subject: 19078-2021 – Review existing CARICOM regional citizen security frameworks from gender equality perspective and to integrate family violence against women and girls, including family violence** no later than **November 5, 2021 at 15:00 p.m., time of the Republic of Panama.**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above no later than **October 27, 2021 at 15:00 p.m., time of the Republic of Panama.** Procurement Unit RSC LAC will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

The European Union and the United Nations have launched the Spotlight Initiative (SI), a multi-year program aimed at addressing all forms of violence against women and girls (VAWG), and harmful practices globally. The SI follows a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's empowerment, as well as ending impunity for VAWG.

In line with the principles of the 2030 Agenda for Sustainable Development, this initiative follows human rights-based and survivor-centered approaches and takes into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination based on gender, inter alia, race, sexuality, disability and class, etc., and uphold the principle of “leaving no one behind.”

The SI is deploying targeted, large-scale investments to eliminate all forms of VAWG in Africa, Asia, the Caribbean, Latin America and the Pacific in six pillars: 1) legislation and policy ; 2) strengthening institutions; 3) prevention and social norms; 4) delivery of high-quality essential services; 5) data availability and capacities, and 6) supporting the women’s movement, with special emphasis on prevention and essential services. Article 2 of the Belem do Para Convention establishes that Violence against women shall be understood to include physical, sexual and psychological violence: a) that occurs within the family or domestic unit or within any other interpersonal relationship, whether or not the perpetrator shares or has shared the same residence with the woman, including, among others, rape, battery and sexual abuse; b) that occurs in the community and is perpetrated by any person, including, among others, rape, sexual abuse, torture, trafficking in persons, forced prostitution, kidnapping and sexual harassment in the workplace, as well as in educational institutions, health facilities or any other place; and c) that is perpetrated or condoned by the state or its agents regardless of where it occurs .

- For detailed information, please refer to Annex I.

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

The assessment of the regional citizen security frameworks and approaches should include, at least, the following aspects:

- Understanding the links between gender and security/crime in the region.
- A normative analysis to examine how current security frameworks operate to find the best ways to integrate gender and VAWG/FV within their policies and processes.
- Analysis of gaps and investments by countries in the region that have signed/adhered to security frameworks, and the level of investment of these countries in the implementation of the frameworks.
- Assessing the extent to which the legal framework for security integrates the principles of gender equality, VAWG/FV and identifying gaps.
- Reviewing national legislation and public policies on crime and security to improve consistency with the principles of gender equality and how VAWG and family violence, are addressed.
- Assess gender inequalities in security institutions.
- Assess how needs of women, men, girls, and boys are taken into consideration in the budgeting processes for crime and security programmes.
- Assess how laws, policies, and strategies to counter organized crime are gender responsive to the needs, roles and capacities of men and women.
- Provide a brief overview of any existing projects/initiatives addressing VAWG/FV including UNDP existing projects like CariSECURE.
- For detailed information, please refer to Annex I.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Mandatory requirements:

- Applicants must submit all required documents detailed in section 4.
- Experience carrying out gender audits/ assessments and or gender policy analysis (with the security sector will be an asset).
- Experience working on gender equality, gender mainstreaming, and/or other gender related activities/projects.
- For detailed information, please refer to Annex I.

Candidates that do not meet the above mandatory requirements will be disqualified.

Required Skills and Experience:

I. Academic Qualifications:

- Academic Background: Degree in Law, criminal law, human rights, gender studies or other related fields. Bachelors' degree with two additional years of relevant work experience will be considered.

Completion of high school (secondary school) with five additional years of relevant work experience will be considered.

II. General Experience:

- Experience carrying out gender audits/ assessments and or gender policy analysis (with the security sector will be an asset).
- Experience working with national development planning processes in crime and security fields.
- Experience working on gender equality, gender mainstreaming, and/or other gender related activities/projects.
- Experience working on the elimination of VAWG or VF activities/projects.
- Experience working with the United Nations system.
- Experience working in the Caribbean region.

III. Required Languages:

- Good communication, writing and editing skills in English (essential) and French and/or Spanish.
- For detailed information, please refer to Annex I.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

2.1 Proposal (in English) (mandatory): Brief description of why you consider yourself as the most suitable for the assignment, and a methodology, if applicable, on how you will approach and complete the assignment.

2.2 Financial Proposal (mandatory): The standard **Letter of Confirmation of Interest and Availability** supported by a breakdown of costs by components, which you must complete, sign and submit to UNDP. Please refer to **Annex II**.

The financial proposal shall specify a **lump sum amount in USD dollars**, 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.

2.3 P11 form or CV (mandatory): Including experience in similar projects and at least **(3) professional references** (name, business occupation, e-mail, phone number).

2.4 Health Statement (mandatory): Self-declaration to be made and signed by the consultants to confirm that they are in good health and have the necessary insurance coverage and inoculations. It does not require a doctor to sign. **A copy of proof of insurance MUST be attached to this form.** Please refer to **Annex III**.

2.5 Beneficiary (mandatory): Personal information as name, address, ID, phone number of a beneficiary in case of death during the consultancy. **A copy of the beneficiary's personal identity document must be attached.** Please refer to **Annex IV**.

2.6 Links/documents/portfolio (mandatory): To back up verifiable experience mentioned in section H, this may include previous gender assessments, frameworks or similar work.

Candidates that do not meet the above mandatory requirements will be disqualified.

The financial proposal (Annex II) must be sent within the offer's email, in a separate attachment to the other documents.

Take note: Email size should not exceed 4 MB.

5. FINANCIAL PROPOSAL

- **Lump sum contracts**

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).

6. EVALUATION

2. Cumulative analysis

When using this weighted scoring method, the award of the contract should 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%*

Only candidates obtaining a minimum of 70 points would be considered for the Financial Evaluation.

Criteria	Weight	Max. Point
<u>Technical</u>		
• Criteria A		
• Criteria B		
• Criteria C		
• Criteria [...]		
<u>Financial</u>		

ANNEXES

ANNEX I - TERMS OF REFERENCES (TOR);


ANNEX II - OFFEROR'S LETTER TO UNDP;

ANNEX III - STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS;

ANNEX IV - DESIGNATION OF BENEFICIARY FOR IC CONTRACT;

**ANNEX V - MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL CONDITIONS
OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS;**

ANNEX VI - EVALUATION CRITERIA.

UNITED NATIONS DEVELOPMENT PROGRAMME	
TERMS OF REFERENCE	
CLUSTER: Gender	
A. GENERAL INFORMATION	
<p>Title: Review existing CARICOM regional citizen security frameworks from gender equality perspective and to integrate family violence against women and girls, including family violence.</p> <p>Project: 00129922/00123461/Spotlight Caribbean Regional Programme</p> <p>Type of Contract: Individual Contract</p> <p>Direct Supervisor: Gender Team Leader, a.i., Regional Bureau for Latin America and the Caribbean (RBLAC) Regional Coordinator on Projects on VAWG (RBLAC) and Spotlight Caribbean Regional Coordinator</p> <p>Duty Station: Home-based</p> <p>Estimated Start Date: November 2021</p> <p>Duration: 6 months (90 working days)</p>	
B. BACKGROUND	
<p>The European Union and the United Nations have launched the Spotlight Initiative (SI), a multi-year program aimed at addressing all forms of violence against women and girls (VAWG), and harmful practices globally. The SI follows a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's empowerment, as well as ending impunity for VAWG. In line with the principles of the 2030 Agenda for Sustainable Development, this initiative follows human rights-based and survivor-centered approaches and takes into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination based on gender, inter alia, race, sexuality, disability and class, etc., and uphold the principle of "leaving no one behind."</p> <p>The SI is deploying targeted, large-scale investments to eliminate all forms of VAWG in Africa, Asia, the Caribbean, Latin America and the Pacific in six pillars: 1) legislation and policy ; 2) strengthening institutions; 3) prevention and social norms; 4) delivery of high-quality essential services; 5) data availability and capacities, and 6) supporting the women's movement, with special emphasis on prevention and essential services.</p> <p>Article 2 of the Belem do Para Convention establishes that Violence against women shall be understood to include physical, sexual and psychological violence: a) that occurs within the family or domestic unit or within any other</p>	

interpersonal relationship, whether or not the perpetrator shares or has shared the same residence with the woman, including, among others, rape, battery and sexual abuse; b) that occurs in the community and is perpetrated by any person, including, among others, rape, sexual abuse, torture, trafficking in persons, forced prostitution, kidnapping and sexual harassment in the workplace, as well as in educational institutions, health facilities or any other place; and c) that is perpetrated or condoned by the state or its agents regardless of where it occurs¹.

In the Caribbean, the programme focuses on Gender-Based Violence (GBV) specifically family violence (FV), which involves physical, social, sexual, economic, psychological/emotional abuse and acts of aggression within relationships that are considered as family connections or akin to family. The SI in the Caribbean is working with governments and civil society organizations to prevent FV by raising awareness, establishing and implementing laws and policies and improving quality essential services for survivors and data management in six countries (Belize, Grenada, Haiti, Jamaica, Guyana and Trinidad and Tobago) plus a regional programme. The Initiative is aligned with the Caribbean Community's Strategic Plan 2015-2019 as it seeks to ensure economic and social resilience in a unified Community where all people, with particular attention to the most vulnerable, can live lives free of violence. It will support the implementation of the CARICOM Gender Equality and Prevention of Violence against Children (PVAC) strategies, as well as to inform COVID-19 recovery strategies given the current and anticipated surge in cases of family violence against women and girls.

UNDP is the lead agency on pillar 2 working in close collaboration with UN Women, UNFPA, PAHO and UNICEF. This consultancy comes under the scope of pillar 2: regional, and national systems and institutions plan, fund and deliver evidence-based programmes that prevent and respond to violence against women and girls, including family violence, under output 2.1: key officials at regional and national levels in all relevant institutions are better able to develop and deliver evidence-based programmes that prevent and respond to VAWG, including family violence, especially for those groups of women and girls facing multiple and intersecting forms of discrimination, including in other sectors, and under activity 2.1.2: review and strengthen existing regional citizen security frameworks and relevant sectoral plans to support gender mainstreaming and the integration of VAWG, including family violence.

Rationale for consultancy

During 2020, UNDP launched the report [“Caribbean Justice: a needs assessment of the judicial system in nine countries”](#). Inequality, discrimination and exclusion remain severe obstacles to universal sustainable development. COVID-19 has exacerbated this development deficit and challenged the aspiration of access to justice for all. People living in poverty and marginalized groups may not be aware of their legal rights and often lack legal protection and access to mechanisms to remedy their grievances, resulting in increased vulnerability. Sexual and gender-based violence (SGBV) has a devastating, long-term effect on the lives of victims, their families and communities, and impedes development progress².

The CARICOM Secretariat continues to work with Member States, Community Institutions and other regional and international stakeholders to design, implement and execute policies and programmes to significantly improve citizen security by facilitating a safe, just and free Community. In this context, two main policy frameworks are used:

¹ The Belém do Pará Convention (1994). <https://www.oas.org/en/MESECVI/convention.asp>

² This Needs Assessment Report (NAR) (2020) has a conceptual framework based on a human rights-based approach, intersectional and UNDP's guidelines in order to move the Caribbean region from a less punitive to a more rehabilitative system. UNDP LAC facilitated a series of high-level consultations on effective governance as an element of sustainable recovery with nearly 100 experts from 26 LAC countries. This resulted in a strategic policy document LAC: [Effective Governance, Beyond Recovery](#), aimed at addressing the COVID-19 pandemic from a governance perspective, including two principles on justice and security.

- CARICOM Crime and Security Strategy (CCSS) 2013
- Caribbean Action Plan for Social Development and Crime Prevention (CSDP) 2009-2013

These two policy frameworks are benchmarked through a crime and security convergence framework populated by relevant additional policy structures, such as:

- CARICOM Youth Development Action Plan (2012-2017)
- Regional Framework of Action for Children (RFAC) 2002-2015
- Regional Strategy for Drug Demand Reduction (RSDDR)
- Caribbean Cooperation in Health Phase III (CCHIII) 2010-2015
- UNFPA/CARICOM Integrated Strategic Framework for the reduction of Adolescent Pregnancy in the Caribbean (RAPC)

The CARICOM 'Crime and Security Strategy 2013' (CCSS) clearly illustrates the areas of greatest concern regarding regional security and outlines a set of Strategic Goals aimed at strengthening the region's capacity to combat transnational organized crime and its manifestations. A brief snapshot of crime and security as articulated in the CCSS, shows high rates of homicide and violent crimes; trafficking in guns, ammunition, and illegal narcotics; organized crime, rising cybercrime; and the growing power of transnational and organized crime networks. The upshot of this includes youth violence, gangs, and gender-based violence, especially domestic and sexual violence against women and girls, among other ills. Increased cyber and financial crimes on an international scale mainly due to technological advancements. Statistics indicate that the Caribbean region while home to 8.5 per cent of the world's population, disproportionately experiences about 27 per cent of the world's homicides; and that some Caribbean countries rank among the highest in the world for the number of homicides per 100,000 people. The security threats caused by the impact of natural disasters is another issue that contributes to the vulnerability of states. Hurricanes, tropical storms, floods, and landslides damage critical infrastructure and negatively affect economies. Moreover, in the aftermath of these natural disasters, security forces are often challenged to perform first responder duties, whilst addressing law and order issues such as looting, as the environment becomes conducive to various illicit activities.

In addition, there is the public health challenge of viruses and diseases moving across borders given the inter-connectedness of the Caribbean and the world, and these, too, present security and other challenges. The Caribbean Action Plan for Social Development and Crime Prevention (CSDP) 2009-2013 fundamental objective is to prevent and reduce levels of violence and crime in Member States through a cross-sectoral and multidisciplinary approach focused on:

- a) groups at risk of engaging in violent behaviour and criminal activities, already exposed to high levels of violence and victimization, and groups in conflict with the law, in particular children and youth, and
- b) institutional responses to crime and violence from a prevention perspective

The Action Plan aims at promoting the sustainability of Actions through government leadership and commitment, and participatory approaches involving key stakeholders (i.e., schools, government and local authorities, police, NGOs, private sector) from programme/project design and implementation to monitoring and evaluation.

C. PURPOSE

UNDP RBLAC is looking for a qualified consultant to Review existing CARICOM regional citizen security from gender equality perspective and to integrate violence against women and girls, including family violence. The

consultant/expert will work under the overall guidance of the Team Leader of the Gender Cluster at a.i, UNDP's Regional Bureau for Latin America and the Caribbean (RBLAC), and the direct supervision of the Regional Coordinator on Projects on VAWG at RBLAC and Spotlight Regional Coordinator.

The purpose of this consultancy is to carry out an analytical assessment of gender mainstreaming and VAW/FV in regional citizen security frameworks and approaches and in national development plans and assess the extent of alignment/harmonization of national policies/strategies to regional, continental and international instruments on gender.

D. SCOPE OF WORK

The assessment of the regional citizen security frameworks and approaches should include, at least, the following aspects:

- Understanding the links between gender and security/crime in the region.
- A normative analysis to examine how current security frameworks operate to find the best ways to integrate gender and VAWG/FV within their policies and processes.
- Analysis of gaps and investments by countries in the region that have signed/adhered to security frameworks, and the level of investment of these countries in the implementation of the frameworks.
- Assessing the extent to which the legal framework for security integrates the principles of gender equality, VAWG/FV and identifying gaps.
- Reviewing national legislation and public policies on crime and security to improve consistency with the principles of gender equality and how VAWG and family violence, are addressed.
- Assess gender inequalities in security institutions.
- Assess how needs of women, men, girls, and boys are taken into consideration in the budgeting processes for crime and security programmes.
- Assess how laws, policies, and strategies to counter organized crime are gender responsive to the needs, roles and capacities of men and women.
- Provide a brief overview of any existing projects/initiatives addressing VAWG/FV including UNDP existing projects like CariSECURE.
- Identify strategic entry points for the Spotlight Initiative to initiate changes for more inclusive and gender responsive regional citizen security frameworks.
- Provide recommendations that offer both short-term and long-term actions for integrating gender perspectives and addressing VAWG/FV in the regional citizen security frameworks.
- Provide recommendations and practical actions for gender responsive regional security frameworks and address VAWG considerations.

E. EXPECTED OUTPUTS / DELIVERABLES

Within a framework of 6 months (90 working days), the consultant will be asked to deliver the below. All deliverables shall be done in consultation and approval of UNDP team.

- **Deliverable 1: Work plan, timeline, and inception report.** This should outline the consultant's understanding of the assignment and the methodological approach to be employed.

- **Deliverable 2:** DRAFT Situational Analytical Report on gender mainstreaming (including VAWG/FV) in the regional citizen security frameworks and approaches. The Report should include normative analysis to examine how current security frameworks operate to find the best ways to integrate gender and VAWG/FV within their policies and processes. Additionally, it should include analysis of gaps and investments by countries in the region that have signed/adhered to security frameworks, and the level of investment of these countries in the implementation of the frameworks. The consultant will be responsible for facilitating and rapporteur findings at a regional validation workshop.
- **Deliverable 3:** FINAL Situational Analytical Report on gender mainstreaming (included VAWG/FV) in the regional citizen security frameworks and approaches, among others, level and extent of gender mainstreaming in the crime and security institutions. Additionally, normative analysis of current security frameworks, as well as investment gaps in the implementation of these frameworks, policy and legal framework, strategies, and plans at regional levels, highlighting any challenges, shortcomings and key recommendations/strategies.

Deliverable	Due Date	Review and Approval	Percentages of payment by deliverable
Deliverable 1: Work plan, timeline, and inception report.	1 week after signing contract	Gender Team Leader, a.i. RBLAC, the Regional Project Coordinator for VAWG RBLAC, and UNDP's Spotlight Caribbean Regional Coordinator	0%
Deliverable 2: DRAFT Situational Analytical Report on gender mainstreaming, normative analysis of current security frameworks, as well as investment gaps in the implementation of these frameworks.	2 months after signing contract		50%
Deliverable 3: A FINAL Situational Analytical Report on gender mainstreaming, normative analysis of current security frameworks, as well as investment gaps in the implementation of these frameworks	6 months after signing contract		50%

F. INSTITUTIONAL ARRANGEMENTS

- The work of the consultancy will be supervised by the Gender Team Leader a.i. of the UNDP RBLAC, the Regional Project Coordinator for VAWG of UNDP RBLAC, UNDP's Spotlight Caribbean Regional Coordinator.
- Consultant will report to supervisor based on the table above, indicating the expected outputs and their timeliness.

- The Consultant will be responsible for providing her/his own workstation (i.e. laptop, internet, phone, scanner/printer, etc.) and must have access to reliable internet connection.
- The delegated supervisors will review the products presented by the consultant. They will communicate the approval or any observations that may exist regarding the work within approximately 10-15 working days after receipt of the deliverables. Then, the consultant can respond and adjust the work within approximately 5 working days, or the time agreed with the supervisors.
- All products and background information compiled by the consultant are the property of UNDP. For the use of all or part of the documents for other consultancy or work, written permission must be obtained from UNDP.
- Payments will be made upon submission of a detailed time sheet and certification of payment form, and acceptance and confirmation by the Supervisor and outputs delivered. If the quality does not meet standards or requirements, the consultant will be asked to rewrite or revise (as necessary) the document before proceeding to payment.

G. DURATION OF THE WORK

The contract will have a duration of 6 months (90 working days).

H. DUTY STATION

The consultant will deliver the services on a home-based basis and communications between the consultant and project team as well main counterparts will be by phone and email. All meetings should be conducted via Teams/ Zoom (or other online platform) and/or telephone.

I. QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR

Mandatory requirements:

- Applicants must submit all required documents detailed in section 4.
- Experience carrying out gender audits/ assessments and or gender policy analysis (with the security sector will be an asset).
- Experience working on gender equality, gender mainstreaming, and/or other gender related activities/projects.
- For detailed information, please refer to Annex I.

Candidates that do not meet the above mandatory requirements will be disqualified.

Required Skills and Experience:

I. Academic Qualifications:

- Academic Background: Degree in Law, criminal law, human rights, gender studies or other related fields. Bachelors' degree with two additional years of relevant work experience will be considered.

Completion of high school (secondary school) with five additional years of relevant work experience will be considered.

II. General Experience:

- Experience carrying out gender audits/ assessments and or gender policy analysis (with the security sector will be an asset).
- Experience working with national development planning processes in crime and security fields.
- Experience working on gender equality, gender mainstreaming, and/or other gender related activities/projects.
- Experience working on the elimination of VAWG or VF activities/projects.
- Experience working with the United Nations system.
- Experience working in the Caribbean region.

III. Required Languages:

- Good communication, writing and editing skills in English (essential) and French and/or Spanish.

J. FORM OF PAYMENTS

- UNDP will pay the consultant the amount of the fee specified in the contract.
- The consultant must send his/her portfolio with evidence of his/her work and references.
- The contract does not include advance payment percentages at the time the consultancy begins.
- The consultant will receive payment of fees subject to approval of the deliverables agreed upon in the Terms of Reference and approval of the respective Certificate of Payment by the immediate supervisor.

K. RECOMMENDED PRESENTATION OF PROPOSAL AND OTHER RELEVANT INFORMATION

Please submit the following documents to demonstrate your interest and qualifications by explaining why you are the most suitable for the post:

- **Cover Letter** explaining why you are the most suitable candidate for the advertised position.
- **Personal CV** including experience in similar projects and at least 3 references.

- **Letter of Offerors & Financial Proposal** - The financial proposal should include costs to deliver the work plan, specifying a total lump sum amount for the tasks contained in this TOR. The financial proposal shall include a breakdown of this lump sum amount for the specified tasks.
- **Links/documents/portfolio** to back up verifiable experience mentioned in section H, this may include previous gender assessments, frameworks or similar work.

Incomplete applications will not be considered. Please ensure that you have provided all requested documents.

UNDP retains the right to contact references directly.

Only successful candidates will be contacted

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 of confidence.

All background compiled and deliverables produced by the expert are the property of the UNDP. The expert must obtain written permission from the UNDP to use all or part of the documents for any other consulting or work.

ANNEX II

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

Date _____

Dear Sir/Madam

United Nations Development Programme
Regional Centre 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 for process **19078-2021 – Review existing CARICOM regional citizen security frameworks from gender equality perspective and to integrate family violence against women and girls, including family violence;**
- 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 or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) I hereby propose to complete the services based on the following payment method:
☐ A lump sum of _____ [state amount in words and in numbers, indicating exact currency]; payable against deliverable as described in the Terms of Reference.
- e) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2 [Not Applicable] ;
- 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 *[pls. 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, pls. 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) 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.

Full Name and Signature:

Date Signed:

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)

Important Note: Please submit this form duly signed.

**BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A) Breakdown of Cost by Deliverables*

Deliverables	Percentage of Total Price (Weight for payment)	Amount USD
1. Deliverable 1: Work plan, timeline, and inception report.	0%	US\$
2. Deliverable 2: DRAFT Situational Analytical Report on gender mainstreaming, normative analysis of current security frameworks, as well as investment gaps in the implementation of these frameworks.	50%	US\$
3. Deliverable 3: A FINAL Situational Analytical Report on gender mainstreaming, normative analysis of current security frameworks, as well as investment gaps in the implementation of these frameworks.	50%	US\$
Total	100%	USD

**Basis for payment tranche*

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

ANNEX III



*Empowered lives.
Resilient nations.*

STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

Name of Consultant/Individual Contractor:

Last Name, First Name

Statement of Good Health

In accordance with the provisions of Clause 5 of the [General Terms & Conditions for Individual Contractors](#), I am submitting this statement to certify that I am in good health and take full responsibility for the accuracy of this Statement. I am aware that information pertaining to inoculation requirements in respect of official travel to countries can be referred to at <http://www.who.int/ith>.

I certify that my medical insurance coverage is valid for the period from to (if applicable)

I certify that my medical insurance covers medical evacuations at Duty Station(s): Duty Station(s)
Rating: "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage.

The name of my medical insurance carrier is:

Policy Number:

Telephone Number of Medical Insurance Carrier:

A copy of proof of insurance MUST be attached to this form.

Signature of Consultant/Individual Contractor

Date

This statement is only valid for Consultant/Individual Contractor Contract No.

Signature of Officer Supervising the Contract

Name

Business Unit

ANNEX IV



Empowered lives.
Resilient nations.

DESIGNATION OF BENEFICIARY

FOR IC CONTRACT

By this means, I, _____ citizen _____, with personal identity document No. _____, designate _____ as my beneficiary, in case of injury, disability or death during the service period and contract, to receive all the amounts pending due in accordance with the provisions of the Contract signed with the United Nations Development Program (UNDP).

Full details of the beneficiary:

Full Name:	
ID:	
Address:	
Phone Number:	
Email:	

Note: a copy of the beneficiary's personal identity document must be attached.

Consultant's Signature:	
Date:	

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.

DELIVERABLES	DUE DATE	AMOUNT IN [CURRENCY]
TOTAL IN [CURRENCY]		

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.

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:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



UNITED NATIONS DEVELOPMENT PROGRAMME

GENERAL CONDITIONS OF CONTRACTS 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 Individual 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 its 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 its obligations under the Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor’s performance under the Individual 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 its performance of the Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Individual 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 its obligations under the Individual Contract. In the performance of the Individual 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. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual 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 Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct 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 Individual Contract shall rest with UNDP, and any such equipment shall be returned to

UNDP at the conclusion of the Individual Contract or when no longer needed by the Individual contractor. Such equipment, 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 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 Individual 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 Individual 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 its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual 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 Individual 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 Individual 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 work under the Individual 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 Individual 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 employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual 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 as 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 Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual 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 work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The

Individual contractor shall provide such a Statement of Good Health 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 the 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 Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual 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 Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual 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 Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licenses or other forms of Individual Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual 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 Individual 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 its obligations under the Individual Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its 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 Individual 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 its 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 Individual 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 Individual Contract, which give rise to legal liability to anyone not a party to the Individual 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 Individual Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Individual 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 Individual Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Individual 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 Individual 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 its obligations and meet its responsibilities under the Individual 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 its performance of the Individual 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 Individual Contract.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days. *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 Individual 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 Individual Contract.

13. TERMINATION

Either party may terminate the Individual 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 Individual 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 Individual Contract.

UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is 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 Individual 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. 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; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract. In the event of any termination of the Individual 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 Individual 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 Individual 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 Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work 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 Individual 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 Individual 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 Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from 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 Individual 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. AUDIT AND INVESTIGATION

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 at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual

Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Individual Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

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 Individual 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 Individual 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three 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 Individual Contract, the cause of action accrues when such time of future performance actually begins.

19. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Individual 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 MATRIX

ANNEX VI

EVALUATION OF THE TECHNICAL PROPOSAL		MAXIMUM SCORE	%
CRITICAL SKILLS	A. Academic Background	10	70%
	Degree in Law, criminal law, human rights, gender studies or other related fields. Bachelors' degree with two additional years of relevant work experience will be considered. Completion of high school (secondary school) with five additional years of relevant work experience will be considered. <ul style="list-style-type: none"> - Masters or more: 10 points. - Bachelor's degree: 5 points. - Secondary school: 3 points. 	10	
	B. General Experience	80	
	Experience carrying out gender audits/ assessments and or gender policy analysis (with the security sector will be an asset) <ul style="list-style-type: none"> - More than 3 years of experience: 20 points - 1-3 years of experience: 10 points - Less a year of experience: 0 points 	20	
	Experience working with national development planning processes in crime and security fields. <ul style="list-style-type: none"> - More than 10 years: 20 points - 5-10 years: 10 points - 1-5 years: 5 points 	20	
	Experience working on gender equality, gender mainstreaming, and/or other gender related activities/projects. <ul style="list-style-type: none"> - More than 3 years of experience: 15 points - 1-3 years of experience: 10 points - Less a year of experience: 0 points 	20	
	Experience working on the elimination of VAWG or VF activities/projects. <ul style="list-style-type: none"> - More than 3 years of experience: 10 points - 1-3 years of experience: 5 points - Less a year of experience: 0 points 	10	
	Experience working with the United Nations system <ul style="list-style-type: none"> - Has experience: 5 points - Does not have experience: 0 points 	5	

	<i>Experience working in the Caribbean region.</i> <ul style="list-style-type: none"> - Has experience: 5 points - Does not have experience: 0 points 	5	
	C. Required Languages	10	
	<i>Good communication, writing and editing skills in English (essential) and French and/or Spanish.</i> <ul style="list-style-type: none"> - English, French, and Spanish: 10 points - English and French or Spanish 8 points - Only English 5 points 	10	
EVALUATION OF THE FINANCIAL PROPOSAL		100	30%

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