



UNITED NATION DEVELOPMENT PROGRAMME

REQUEST FOR PROPOSAL

No. 00091435/4606

“DIPLOMA IN CLIMATE FINANCING IN EL SALVADOR”

JULY 2017



REQUEST FOR PROPOSAL (RFP) No. 00091435/4606
“DIPLOMA IN CLIMATE FINANCING IN
EL SALVADOR”

Dear sirs,	DATE: July 17, 2017
	REQUEST FOR PROPOSAL (RFP) No. 00091435/4606 “DIPLOMA IN CLIMATE FINANCING IN EL SALVADOR”

Dear Sir / Madam:

We kindly request you to submit your Proposal for DIPLOMA IN CLIMATE FINANCING IN EL SALVADOR

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

Proposals may be submitted on or before Tuesday, August 08, 2017 and via email, courier mail or fax to the address below:

United Nations Development Programme
Área de Adquisiciones
Teléfono: (503) 2263-0066
Fax: (503) 2209-3588
Email: adquisiciones.sv@undp.org

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

**Acquisition Area
PNUD - El Salvador
July 2017**

Description of Requirements

Context of the Requirement	DIPLOMA IN CLIMATE FINANCING IN EL SALVADOR
Implementing Partner of UNDP	Ministerio del Medio Ambiente y Recursos Naturales – (MARN).
Brief Description of the Required Services ¹	The diploma consists of 32 hours with 4 sessions of 8 hours each on-site, one day per month, in other words, one day per unit. It is necessary that the institution confirms the execution of the meetings with sufficient days in advance, since the people participating in this diploma require an authorization from their institutions to attend this course.
List and Description of Expected Outputs to be Delivered	See Terms of Reference, Numeral X (Table 1: Consolidation of expected products, delivery times and payment schedule.)
Person to Supervise the Work/Performance of the Service Provider	<p>The coordinator of the Project for the Readiness for the Green Climate Fund, Silvia Vides as the designated person by the UNDP Resilience Area. They will be responsible for the supervision of the consultancy.</p> <p>On the part of the Government of El Salvador, the coordination will be carried out jointly with the Climate Financing Committee including the Vice Ministry of Development Cooperation, the Ministry of the Environment and Natural Resources, and the Technical and Planning Secretariat of the Presidency.</p> <p>For the approval of the products, it will be necessary the approval of the aforementioned actors, according to the established in the schedule for product revision in section XIII. Schedule, fees and form of payment of these Terms of Reference.</p>
Frequency of Reporting	To be defined with the project coordinator.
Progress Reporting Requirements	Coordinate with the Project
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location The diploma will be developed mainly in the Department of San Salvador, Republic of El Salvador, Central America.
Expected duration of work	The consultancy will be carried out in a period of four (4) months from the Order of Commencement, after the signing of the contract.
Target start date	The one indicated in the respective Start Order issued for this purpose.
Latest completion date	The consultancy will be carried out in a period of four (4) months from the Order of Commencement, after the signing of the contract.

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Travels Expected	<p>You must indicate in your proposal the details of the trips planned according to the schedule of activities to be performed, broken down in the format detailed below.</p> <table border="1" data-bbox="570 300 1417 499"> <thead> <tr> <th data-bbox="570 300 764 394">Destination/s</th><th data-bbox="764 300 1008 394">Estimated Duration</th><th data-bbox="1008 300 1243 394">Brief Description of Purpose of the Travel</th><th data-bbox="1243 300 1417 394">Target Date/s</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s												
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s														
Special Security Requirements	<input checked="" type="checkbox"/> Not Required																
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Not Required																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required																
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars																
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>																
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <p>THE COMPLETE OFFERS WILL BE EVALUATED IN 3 STEPS:</p> <p>1) PRELIMINARY EXAMINATION;</p>																

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	<p>2) TECHNICAL EVALUATION, AND 3) ECONOMIC EVALUATION.</p> <p>The evaluation criteria to be used in the Preliminary Exam and the Technical Assessment are defined below:</p> <p>1) Preliminary Exam: It will be evaluated according to the binomial Complies / No Complies that the bids are complete as indicated as Documents of mandatory presentation to establish the qualification of the proponents. Offers that omit requested documentation may be rejected.</p> <p>Complies: Completely complies with the requested requirement.</p> <p>No Compliance: The indicated in the offer has significant differences with the requested requirements. The offer may be rejected.</p> <p>2) Technical Evaluation: The offers that qualified in the Preliminary Exam will be evaluated: It will be evaluated according to the Criteria for the award of the Contract and the evaluation of the proposals.</p> <p>3) Economic Evaluation: The evaluation of financial proposals will be carried out using the following formula. ($S_f = 100 \times F_m / F$, where S_f is the financial score, F_m is the lowest bid price and F is the price of the proposal under consideration, or another proportional linear formula)</p>
Payment Terms ³	<p>The different payments to be made by the Project, must have the Vo. Bo. Of Project Coordination No. 00091435</p> <p>Note: The contract will be for a lump sum of fixed price "all inclusive". The proposal should include the fees for professional services, air ticket costs in case the expert resides in another country and logistics (communication, food, materials, computer equipment, etc.) to guarantee the products in the required terms. You should have your own computers and software; The Project does not provide these equipments. The Readiness project will assume the costs of feeding the participants to the Diplome and will provide a physical space for their realization.</p>

³ *UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.*

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The Project Coordinator No. 00091435 will follow up the activities programmed in the Work Plan presented by the contractor and will authorize the payments in order to guarantee the fulfillment of said plan and the obtaining of the expected products of this service.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR (<i>Annex 4</i>) <input type="checkbox"/> Others ⁶ Evaluation Methodology (Annex 5) Contract Format (Annex 6)

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<p>Contact Person for Inquiries (Written inquiries only)⁷</p>	<p>Analista de adquisiciones Dirección: Edificio Naciones Unidas Boulevard Orden de Malta Sur No. 2-B, Santa Elena, Antiguo Cuscatlán, La Libertad. Telf. (503) 2263-0066 Fax: (503) 2209-3588 e-mail: adquisiciones.sv@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information [pls. specify]</p>	<p>Supplier Claims</p> <p>Http://www.undp.org/procurement/protest.shtml. If no award is received within 5 calendar days after the date of notification, the award will be final.</p>
<p>Mandatory submission documents to establish the qualification of the proponents (only in the form of "Certified copy")</p>	<ul style="list-style-type: none"> • Testimony of the public deed of incorporation of the company duly registered in the corresponding Register and / or Statutes • Valid credential of the legal representative or other document accrediting it as such. • Profile of the organization that should not exceed fifteen (15) pages, including printed brochures for the services to be contracted. • Certificate of Solvency or Authorization of Internal Taxes. • Company Tax Identification Card (NIT); • Copy of Taxpayer Registration Card of the Tax on the Transfer of Furniture Goods and the Provision of Services (VAT). • Financial Statements (Balance Sheet and Income Statement) for the last two years (2015-2016). The financial statements must be held accountable by an External Auditor authorized by the Audit Board of the Public Accounting Office and registered in the corresponding Registry. • All information relating to any past and present litigation, during the last three (3) years, in which the Proposer was involved, indicating the interested parties, the subject matter of the litigation, the amounts involved and the final resolution, if the Litigation has already concluded.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing

to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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

Annex 4

Terms of Reference Diploma in Climate Financing in El Salvador

I. Background

The United Nations Development Program (UNDP), jointly with Deputy of Development Cooperation of El Salvador (VMCD) and the Ministry of Environment and Natural Resources (MARN), are implementing the project entitled *"Readiness for the Green Climate Fund (GCF) in El Salvador"* with the general purpose of strengthening institutions with technical and institutional capacities to access climate financing. The institutional strengthening aims to increase the joint management capacities of these and other entities in a coordinated way to direct, access, manage and implement projects from climate financing, including the Green Climate Fund.

The **I Diploma in Climate Financing** took place in 2013 within the framework of the National Capacity Building Program, under the leadership of the Vice-Ministry for Development Cooperation and the support of the Ministry of the Environment and Natural Resources. It was the first initiative of this type in the Latin American region. The course had 35 attendees from the Ministries and independent Entities, in addition to representatives of the Civil Society and the Universities.

The successful experience achieved during this first initiative, led to the development of a **Second Edition of the Diploma** in 2014, which enabled 33 participants to receive training in climate financing and for the first time,

included the participation of local governments. In addition, in the same year and simultaneously, the **I Regional Diploma in Climate Financing** took place with the attendance of 15 participants from the Latin American region. Both editions of the diploma in climate financing have allowed installing basic knowledge in the institutions, to standardize concepts and initiate an approach to the subject, which was unprecedented in many areas of government. These graduates have also been able to consolidate the leadership of the VMCD and the MARN in terms of climate financing at the national and regional levels.

II. Arguments in favor of the project

Currently **the occurrence of Climate Change is affecting El Salvador** limiting the development of capacities year after year, a situation that **puts under pressure the already limited public budget** to cope with mitigation adaptation and emergency actions. In recent years there have been continuous droughts affecting the agricultural sector mainly. In despite of these conditions, El Salvador is still in a regional lag in terms of access to climate financing, which has called for constant political and institutional reflection, aimed at modifying this situation and being able to initiate an adequate, balanced and direct access to the financing aforementioned.

This requires public planning aspects and government plans and programs, institutional adaptation and not least, the continuous strengthening of national capacities in the key institutions of climate financing management. El Salvador shows and important progress in planning, institutional adjustment and training, however, the constant changes at national and international level, require the continuous renewal of capacities to meet these challenges. At the national level, El Salvador has defined Climate Change as one of its major government priorities, and it is included in its Five-Year Development Plan 2014-2019 and objective of 11, aimed at addressing this issue in a comprehensive manner. The objective 7 *"Towards an environmentally sustainable economy and a society resilient to the effects of climate change"* sets out the main priorities identified by the current management, which are currently addressed with national efforts, and which would be strongly enhanced with the access to international financing, which is also a commitment under the UNFCCC and the Paris Agreement.

In addition, El Salvador has other national plans on Climate Change, such as the National Plan of Climate Change, the National Climate Change Strategy, and the National Adaptation Plan. The National Climate Change Law is under planning. These instruments demonstrate a high level of ownership of the country in this area in addition to important institutional changes. For example, the creation of specific units responsible for the subject within the Ministry of Environment and Natural Resources, the Ministry of Foreign Affairs, the Ministry Public Works, the Ministry of Agriculture and Livestock and the Ministry of Financing and Social Investment Fund for Local Development. Another fundamental institutional issue is the creation of the Cabinets of Government Management comprising the Cabinet of Environmental Sustainability and Vulnerability for the coordination of environmental policies and climate change. Likewise, the *National Council for Environmental Sustainability and Vulnerability (CONASAV)* is a forum created for discussion, consultation and dialogue, which encompasses all the key actors of the Salvadoran society, with the objective of reaching agreements and national commitments in environment and climate change.

All these institutional changes in El Salvador require a complex work of systematization and coordination by the management agents responsible for climate financing. On the other hand, the continuous changes in the international structure of Climate Financing and especially with the start of operations of the Green Climate Fund in 2014 and the start of project financing in 2015, require a continuous capacity building by national institutions with this purpose.

This need for continuous adaptation to the international scenario to progress in an effective management of climate financing, implies hard work with national institutions in charge of the implementation of such programs and the need to progress towards the creation of national capacities for direct access to this financing. It also demands that the country learns more about the current instruments and their requirements. Only by deepening in the knowledge about these instruments, will allow the country to have an effective access to a financing of this type, a benefit that so far, has been minimum at the regional level.

It is important to note that capacity building for financing management also responds to the country's need to respond to international commitments, such the Paris Agreement and the Nationally Determined Contributions (NDC), which for the case of El Salvador, it requires additional funding for their effective completion.

III. General Objective of the Diploma

To develop specific technical knowledge and skills in institutions linked to international climate financing management, on the main international instruments for the management of such funds, in order to initiate adequate, balanced and direct access to currently available climate financing.

Specific Objectives

- A. To know in depth the current mechanisms of international climate financing and their access and accreditation procedures.
- B. To develop national capacities for the implementation of a national climate financing management strategy.
- C. To improve national capacities for access to climate financing funds, through knowledge of procedures and requirements of international funds.

IV. Scope and Reach of the Contract

It is expected that at the end of this learning process, the professionals and / or technicians will be trained and working in public sector institutions directly linked to climate financing management at national and international levels.

The diploma consists of 32 hours with 4 sessions of 8 hours each on-site, one day per month, in other words, one day per unit. It is necessary that the institution confirms the execution of the meetings with sufficient days in advance, since the people participating in this diploma require an authorization from their institutions to attend this course.

V. Prioritized institutions to attend the Diploma

The participating institutions of this diploma will be those directly linked to the management of climate financing at the national level. In addition, there will be institutions that have progressed in the development of programs and projects with high potential for climate financing and that have specific units linked to the field.

Prioritized institutions:

- MARN
- RREE
- STPP
- MH
- MOP
- MAG
- MINEC
- CNE
- BANDESAL
- FISDL

Thirty participants, selected according to the profile of the position held in their institution, which must be related to the topic of the Diploma.

IV. Participant's profile

- There will be a limit of 3 participants per institution.
- Management and technical level participation is expected.
- It is required that the assigned person can have full dedication to the training days that are planned.

- Participants must be directly related to climate financing management, institutional planning processes on climate change or international cooperation.
- They must have basic knowledge about climate change.
- Level of institutional impact in terms of financing.
- Institutional experience.

VI. Focus of the Diploma

- Focus on climate financing.
- Development of solid capacities / search for Climate Financing.
- Development of knowledge on procedures for access to various international climate-financing mechanisms.
- Knowledge of developing climate change projects.
- Knowledge of successful experiences in the management and management of climate financing.

VII. Arrangements of the Diploma

Unit(s) that can with semi-on-site and/ or on-site sessions. The diploma will develop three units.

Duration of the diploma

32 hours total, including 4 sessions of 8 hours each, one day per month, that is one day per unit. With emphasis, in complementary readings and teamwork for the development of a Project Idea, retaking elements included in the Concept Note of the GCF. On the last day of the Diploma, the participants will present their Project Ideas. The total time of the Diploma will be between 90 and 100 hours.

VIII. Proposed Contents:

The Diploma will be arranged in units with on-site, virtual and field activities, conducive to the fulfillment of the proposed objectives.

Content:

Unit I: International Climate Financing Mechanisms

- International architecture and commitments of Climate Financing. Multilateral, bilateral funds, private sector, among others.
- Instruments of the UNFCCC Financial Mechanism
- Experiences in the management of climate financing at the level of national and regional proposals.

Unit II: National Climate Financing Mechanisms

- Institutionalism in climate financing.
- Outcomes and recommendations of studies of Analysis of public budgets on climate change.
- Presentation of experiences of other countries in financing instruments of climate change.

Unit III: Access to climate financing from the Green Climate Fund and challenges for El Salvador

- The Green Climate Fund: Current operation and opportunities for El Salvador.
- Types of direct or indirect access existing / El Salvador's situation.
- Design of projects with standards and requirements for the Green Climate Fund
- Monitoring, follow-up and evaluation of GCF projects.

Final Diploma Work:

- Project Idea with elements of the Concept Note used for the GCF, with the following elements. Taking as reference the format of the GCF Concept Note, describing the required information gaps. Consider the alliances and the steric actors for the implementation and a proposal of MRV.
- The participants will present their proposals before a panel of national and international experts who will provide feedback for the improvement of the documents.

IX. Profile of the consulting entity

In order to guarantee the quality of the product for this type of actions the profile of the institution for potential contract is the following:

Institution of higher education, accredited by the Ministry of Education of your country, which has specialized area in any of the following areas or similar: sustainable production, management of natural resources, environment or climate change and having minimum previous experience of At least 1 master's degree and / or diplomas for the training of professionals and / or technicians related to; Environment, climate change or related areas.

It must detail the curricular contents including the participation of international or national professors in the development of the diploma.

The assessment of the proposals will be according to the following criteria:

(See Annex 5 Methodology of Evaluation)

XIV. Chart 1: Summary of projected products, delivery and payment schedule

No.	Expected product	Product description	Delivery schedule	Term revision for	Payment Schedule
1	Instruct in Unit I: Mechanisms of International Climate Financing.	<p>The product must contain the teaching-learning methodology and the class scripts, with the following topics:</p> <p>Unit I: International Climate financing Mechanisms.</p> <ul style="list-style-type: none"> • International architecture and commitments of Climate Financing. Multilateral, bilateral funds, private sector, among others. • Instruments of the UNFCCC Financial Mechanism. • Experiences in the management of climate financing at the level of national and regional proposals. 	30 days after the Order of Commencement.	5 working days.	20%

2	Unit II: Mechanisms of national climate financing.	<p>The product must comprise the teaching-learning methodology and the class scripts, in the following topic:</p> <ul style="list-style-type: none"> • Institutionalism in climate financing. • Outcomes and recommendations of studies of Analysis of public budgets in climate change. • Presentation of experiences of other countries in instruments of national financing of climate change. 	60 days after the Order of Commencement.	5 working days	20%
3	Unit III: Access to climate financing from the Green Climate Fund and challenges for El Salvador	<p>The product must comprise the teaching-learning methodology and the class scripts, in the following topics:</p> <ul style="list-style-type: none"> • The Green Fund for Climate: Current operation and opportunities for El Salvador. <ul style="list-style-type: none"> • Types of direct or indirect access existing / status in El Salvador. • Design of projects with standards and requirements for the Green Climate Fund. • Monitoring, follow-up and evaluation of the GCF project. 	90 days after the Order of Commencement.	5 working days.	20%
4	Review, evaluation and recommendations for Final Work of the Diploma, elaboration of arrangement of the Diploma and delivery of Diplomas of participation.	<p>The works must consider the following aspects:</p> <ul style="list-style-type: none"> • Proposal of project to finance the GCF, with the following elements. Taking as reference some elements of the GCF Concept Note format, identifying required information gaps. Consider the alliances and strategic actors for the implementation and a proposal of MRV, • Participants will present their proposals to a panel of national and 	120 days after the Order of Commencement.	5 working days.	40%

		international experts who will provide feedback for improvements. <ul style="list-style-type: none"> • The consultants present a complete organization of the entire consultancy, with the methodological and the contents of each unit, submittal of the final papers of the participants with the observations and recommendations for improvements. Finally, according to the evaluation in the participation and the qualification of the final works, the granting of the Diploma of Participation in the Diploma in Climate Financing. 			
The payment schedule is an expected timetable, this can vary as long as it does not exceed the 4 month-period from the order of commencement, unless the UNDP and the contractor agree otherwise. The execution that is expected to last the term of the consultancy.					

X. Method of payment

Electronic bank transfer through HSBC will make payments, and the entity is requested to provide bank account or savings information in the "VENDOR" format provided by UNDP.

First payment: Against delivery to full satisfaction of product 1, equivalent to 20% of the total value of the contract.

Second payment: Against delivery to full satisfaction of the product 2 equivalent to 40% of the total value of the contract.

Third payment: Against presentation to complete satisfaction of product 3 and 4, equivalent to 40% of the total value of the contract.

XI. Place of Destination

The consultancy will be developed mainly in the Department of San Salvador, Republic of El Salvador, Central America.

XII. Duration of the consultancy

The consultancy will be carried out in a period of four (4) months from the Order of Commencement, after the signing of the contract.

XIII. Schedule, fees and method of payment

Note: The contract will be for a lump sum of the "all inclusive" fixed price. The proposal must include the fees for professional services, airfare, if the expert resides abroad and logistics (communication, food, materials, computer equipment, etc.) to guarantee the products in the required terms. It must provide computers and software; the Project does not provide this equipment. The Readiness project will assume the costs of food for the participants to the Diploma and it will provide the facilities for the implementation.

XIV. Coordination, supervision and product approval mechanism.

The coordinator of the Project for the Readiness for the Green Climate Fund, Silvia Vides as the designated person by the UNDP Resilience Area. They will be responsible for the supervision of the consultancy.

On the part of the Government of El Salvador, the coordination will be carried out jointly with the Climate Financing Committee including the Vice Ministry of Development Cooperation, the Ministry of the Environment and Natural Resources, and the Technical and Planning Secretariat of the Presidency.

For the approval of the products, it will be necessary the approval of the aforementioned actors, according to the established in the schedule for product revision in section XIII. Schedule, fees and form of payment of these Terms of Reference.

XV. Inputs provided by the project.

The workshops to be carried out are included in the "activities to be carried out" described in these Terms of Reference. The project will be able to provide food costs and an appropriate place for the completion the units of the Diploma.

XVI. Information Confidentiality and intellectual property rights

The intellectual rights of the works and documents prepared by the present consultancy are property of the United Nations Development Program, as well as all the information to which it has access for the elaboration of the same. The UNDP must authorize any use of this information in writing.

XVII. Tax obligations

The selected Bidder must comply with the Law on the Tax on the Transfer of Goods and the Provision of Services (VAT). It must verify its status as a taxpayer before the UNDP and issue exempt final consumer invoices VAT, for payments made under the contract. For the case of the international consultants, it is responsible of the proper application of the tributary norms of their country.

Annex 5
METHODOLOGY OF EVALUATION OF TECHNICAL PROPOSALS

The evaluation of the technical proposals will be carried out in accordance with the provisions of the RFP, applying the evaluation methodology 70% - 30% according to the following criteria:

(A) Specific experience of the company	20% 200 Points
(B) Proposed methodology, approach and implementation plan	20% 200 Points
(C) Qualifications and experience of proposed staff	30% 300 Points
(D) Economic Offer	30% 300 Points
Total 100% 1000 Points	

The Program officer will participate in the evaluation of the proposals. For each of the aforementioned aspects to be evaluated, a "compliance" or "non-compliance" will be qualified in relation to what is required in the terms of reference. If the proposal complies, it will receive the score corresponding to 70% of each evaluated aspect, in case of non compliance it will be evaluated with zero Points.

The detail of the evaluation of each of the criteria is as follows:

(A) Specific experience of the firm

The evaluation will consider an analysis of experience and proven ability in applied research, especially with issues related to what is requested in the terms of reference.

For the evaluation of this criterion the firm must present the detail of the services rendered linked directly with this type of experiences. They must also present a detail (if it has done so) of services provided in similar works, that if they are linked to the activity of the service to be performed, a profile of the personnel employed in the execution of the work performed must also be described.

Evaluation of the Technical Proposal Form Nº 1		Maximum score
Expertise of Firm		
1.1	<ul style="list-style-type: none"> Be an institution, duly constituted, specialized in any of the following areas: research, technical assistance or higher education. 	20
1.2	<ul style="list-style-type: none"> With experience of development of at least 1 master's degree, diploma or specialized courses in the area of environment or sustainable development. 	20
1.3	<ul style="list-style-type: none"> With experience in work in the following areas: environment, sustainable development, natural resources management, climate change or climate financing. 	80

1.4	<ul style="list-style-type: none"> To have knowledgeable personnel in climate finance mechanisms and the green climate fund. 	80
Sub-total (minimum 140 Points) ➤		200

1.1 • Be an institution, duly constituted, specialized in any of the following areas: research, technical assistance or higher education. **20 Points**

Scoring will be awarded as follows:

NO 0 points
YES 20 points

1.2 • With experience of development of at least 1 master's degree, diploma or specialized courses in the area of environment or sustainable development. **20 Points**

Scoring will be awarded as follows:

Presents no experience 0 Points
1 experience 14 Points
Presents more than 1 experience 20 Points

1.3 • With experience in work in the following areas: environment, sustainable development, natural resources management, climate change or climate financing. **80 Points**

Scoring will be awarded as follows:

Less than 2 similar contracts 0 Points
Presents 2 similar contracts 56 Points
Presents more than 2 similar contracts 80 Points

1.4 • To have knowledgeable personnel in climate finance mechanisms and the green climate fund. **80 Points**

Scoring will be awarded as follows:

NO 0 points
YES 80 points

(B) Suitability of the technical proposal, methodology, and work plan for compliance with the terms of reference

This article will evaluate the adequacy of the technical proposal of the organization to execute the works according to the following details: scope of work, execution methodology, plan and work schedule for compliance with the terms of reference.

The information that defines the "quality" of the technical proposal for each of the aspects to be evaluated in this heading will be qualified indicating "compliance" or "non-compliance" in relation to the general guidelines set forth in the terms of reference. If the proposal complies, it will receive the score corresponding to 70% of each evaluated aspect, in case of non compliance it will be evaluated with zero Points.

In addition, additional developments to the terms of reference will be considered as positive factors. An evaluation will be made of the quality and relevance of these developments. The positive factors will be graded according to the following detail:

Additional value 1.-

Corresponds to proposals that include knowledge, services, procedures, initiatives or work methods that exceed the services established in the terms of reference. In this case, the evaluation score will be increased to 100% of each evaluated aspect.

Additional value 2.-

Corresponds to proposals that in addition to stating what is defined in the terms of reference include or extend the development of some specific or alternative topics. The assessment score will be increased to 90% of each evaluated aspect.

On the contrary, explicit or implicit exclusions are a negative factor; Also, in this case, the importance of the non-considered or excluded aspect will be evaluated qualitatively, determining "compliance" or "non-compliance".

Descripción	Parcial
➤b.1Proposed methodology.	100
➤b.2Scope of services to be provided	80
➤b.3Plan and schedule of work.	20
Sub-total (minimum 140 Points) ➤	200

b.1 Working Methodology

100 Points

The methodology of work that the entity expresses in its proposal will be evaluated for its application in the different activities that must be fulfilled during the execution of the services.

It will be graded per the following scale:

Calification	Score
Additional value 2	100.0
Additional value 1	90.0
Compliance	70.0
Non-compliance	0

b.2 Scope of the Services

80 Points

The evaluation will be based on the knowledge that the organization shows about the characteristics of the service, facilities and difficulties for the execution of the service and any other comment that demonstrates the experience and initiative of the firm in the provision of similar services. It will also assess the approach that the firm will apply during its services, based on the elements provided in the documentation and other factors that were not included in that document and that the firm considers important.

It will be graded by applying the following scale:

Calification	Score
Additional value 2	80.0
Additional value 1	72.0
Compliance	56.0
Non-compliance	0

b.3 Plan and schedule of work.

20 Points

The evaluation will cover the specific plan and work schedule for the activities.

It will be graded by applying the following scale:

Calification	Score
Additional value 2	20.0
Additional value 1	18.0
Compliance	14.0
Non-compliance	0

(c) The qualifications and experience of the technical staff proposed by the entity to deliver the training.

300 Points

The key personnel indicated in the SOP will be qualified as follows:

- **Coordinator** **100 Points**
- **Specialist in Financing of the Green Climate Fund** **100 Points**
- **Specialist in Investigation and comparative analysis** **100 Points**

Only the proposed professional staff whose curriculum vitae is accompanying the respective proposal and the letter of commitment of work will be evaluated.

In all cases, the professional that has performed effectively in other institutions, functions that are similar or equivalent to the position for which they are proposed as years of specific experience. Only qualified personnel with a university degree will be qualified.

The nomination of two or more professionals for the same position will not result in accumulation of the score and only the one of greater experience will be qualified.

The score assigned to each professional will be distributed as follows:

3.1 Coordinator		
<ul style="list-style-type: none"> Professional degree in Law, International Relations, engineering, environment and / or climate change or related careers. Master's degree International Relations, Legal Sciences, Environment, Climate Change or similar. Professional= 14 Points Master= 20 Points 		
<ul style="list-style-type: none"> At least 3 years of experience related to environmental issues. Presents less than 3 years 0.0 Points Presents 3 years 14 Points Presents more than 3 years 20 Points 		
<ul style="list-style-type: none"> With 3 year-experience in training processes in the environmental area and related areas and in the management of multidisciplinary teams. Presents less than 3 years 0.0 Points Presents 3 year 14 Points Presents more than 3 years 20 Points 		
<ul style="list-style-type: none"> With 2 years of research experience in environmental issues and climate change. Presents less than 2 years 0.0 Points Presents 2 years 14 Points Presents more than 2 years 20 Points 		
<ul style="list-style-type: none"> Has at least 1 experience in Climate Finance. NO 0 points YES 20 points 		
Sub-total (minimum 56 Points)		Total 100 Points

3.2 Specialist in Financing of the Green Climate Fund

Academic training	
<ul style="list-style-type: none"> Professional graduated in any of the following careers or similar: Degree in law, international relations, engineering, careers in the environment, and / or climate change 20 points 	
NO	0 puntos
Professional	20 puntos
Professional experience	
<ul style="list-style-type: none"> With at least 3 years of experience in topics related to environmental management or climate change. 40 points 	
Less than 3 years	0 Points
3 years	28 Points
4 to 5 years	36 points
More than 5 years	40 Points
<ul style="list-style-type: none"> Have experience of having taught topics especially in climate financing 20 points 	
No	0 points
YES	20 points
<ul style="list-style-type: none"> Has at least one experience in having participated in the formulation and management of proposals of projects in climate financing to be presented to the FVC. 20 points 	
No	0 points
Si	20 points

3.3 Specialist in Investigation and comparative analysis

Formación académica	
<ul style="list-style-type: none"> Professional degree in economics, law, international affairs or related careers, engineering, environmental careers and / or climate change. 20 points 	
NO	0 points
Professional	20 points
Experiencia profesional	
<ul style="list-style-type: none"> With at least 2 years of experience in environmental or climate change issues 40 points 	
Less than 2 years	0 points

2 years	28 points
3 to 4 years	36 points
More than 4 years	40 Points
• Has at least one experience in climate financing.	40 points
No	0 points
Si	40 points

NOTE: The professionals named, may be national or foreign, the latter with command of spoken and written Spanish.

For the evaluation of the proposals a procedure is used that consists of two stages, by means of which the technical evaluation is carried out before the revision of the economic proposal. Only the Economic Proposal of the proponents that exceed the minimum score of 70% of the total score of 700 points corresponding to the technical evaluation will be considered.

The financial proposal will have a weighting of 300 points, giving the highest score to the most economic and giving a score to the others based on the following formula: $(\text{Offer cheapest} / \text{Offer to evaluate}) \times 300$.

It will be recommended to award the contract to the proposal with the highest combined score: Technical Quality (700) + Financial Offer (300).