

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: June 24th, 2021

Country: Jamaica

Description of the assignment: Bahamas Climate Change Adaptation Consultant

Project: 00129101 - Engagement Facility - Bahamas

Period of assignment/services (if applicable): Up to six (6) months

Proposals should be submitted by email to <u>procurement.jamaica@undp.org</u> no later than Thursday, <u>July</u> 8th, 2021 at 18:00 (Jamaica time, UTC/GMT-5), using the following subject line: <u>IC 146564 Climate Change</u> Consultant. Offers received after the aforementioned date and time will not be considered.

Any request for clarification must by standard electronic communication to the e-mail indicated above no later than Tuesday, <u>July 6th</u>, <u>2021 at 18:00 (Jamaica time, UTC/GMT -5)</u>. The Procurement Unit of UNDP's Jamaica Country Office will respond by standard electronic mail and will send copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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

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

For detailed information, please refer to Annex 1.

2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- **2.1 Cover Letter** explaining why you are the most suitable candidate for the advertised assignment.
- **2.2** Completed P11 form (Personal History Form) (available on UNDP website) and/or CV including past experiences in similar projects and contact details of at least three (3) professional references (e-mail and phone number).
- **2.3. Financial Proposal** (using template provided in **Annex 2**) specifying a total lump sum amount for the tasks specified in this announcement. The financial proposal shall include a breakdown of this lump

sum amount for the specified tasks (e.g., costs related to data collection, capacity building events, public information session/launch, travel, and any other costs, including the number of anticipated workdays). Overall, the financial proposal shall include costs to deliver the work planned.

2.4 Sample Work – At least one (1) sample of a written document prepared e.g. report, briefs, etc.

Please note: Email size should not exceed 4 Mb.

3. FINANCIAL PROPOSAL

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

Travel;

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

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

4. EVALUATION

For detailed information, please refer to Annex 4.

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

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

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

ANNEX 4- EVALUATION CRITERIA

Terms of Reference



GENERAL INFORMATION

Title: Climate Change Adaptation Associate

Project Name: 00129101 Engagement Facility - Bahamas

Type of Contract: Individual Consultant

Reports to: Director of the Department of Environmental Planning and Protection (DEPP)

Duty Station: Jamaica

Expected Places of Travel (if applicable): Not Applicable

Duration of Assignment: Up to six (6) months. The consultant is expected to work a

minimum of 20 days per month.

REQUIRED DOCUMENTATION FROM CONTRACTOR

Letter of presentation highlighting main qualifications and experience relevant to this TOR

X Detailed CV or P11 form

X Sample of previous work

χ | Completed financial proposal

I. BACKGROUND

Through The Department of Environmental Planning and Protection (DEPP) (formerly The Bahamas Environment Science and Technology (BEST) Commission), the Government of The Bahamas is currently conducting its Third National Communication (TNC) and First Biennial Update Report (BUR1) report to the United Nations Framework Convention on Climate Change (UNFCCC). This is in accordance with paragraph 1 of Article 4 of the UNFCCC.

One of the main objectives of the TNC/BUR1 process is to build local, individual and institutional capacity to implement the Convention agreements. The TNC/BUR will strengthen the national capacities and further raise general knowledge and promote awareness on climate change and its effects. It will also strengthen the visibility of climate change issues on the national agenda through strengthened cooperation and increased involvement of all relevant stakeholders in the process.

Decisions of COP 16 & 17 require developing countries to submit biennial update reports (BUR) containing updates of greenhouse gas inventories, including a national inventory report and

information on mitigation actions, needs and support received. Preparation of the BUR1 will fulfil the obligations of The Bahamas under the UNFCCC.

The BUR process also seeks to enhance general awareness and knowledge on climate changerelated issues in The Bahamas; assist in the process of national planning and policy formulation, especially as it relates to reducing greenhouse gas emissions, mainstreaming data collection measures within the work programme of the various stakeholder agencies; and contribute to the social and economic development of the country by reducing vulnerability associated with climate change, or proposing options to do so.

The Department of Environmental Planning and Protection's experience in regard to compilation and submission of reports under the UNFCCC is mainly limited to National Communications (NCs) and Nationally Determined Contributions (NDCs). As a party to the UNFCCC, The Bahamas is required to submit Biennial Update Reports (BURs) NCs and NDCs to the UNFCCC and Conference of Parties. The challenge of non-Annex 1 parties is: 1) to develop the institutional capacity, 2) improve data collection and data management processes and 3) further a transparent and accessible flow of information for international reporting and national decision making.

Successful implementation of the TNC/ BUR1 project will:

- i) provide a comprehensive assessment of the vulnerability and adaptive capacity of various socioeconomic sectors, using improved methodologies and for integrated assessment, and implement the national adaptation strategy.
- ii) include in the vulnerability awareness of incidents of loss and damage and climateinduced displacement and update implementation of the national adaptation strategy to take these into account.
- iii) further enhance public awareness on climate change issues, including loss and damage and displacement.
- iv) facilitate the integration of climate change concerns into national socio-economic planning processes, with particular emphasis on enhancing the understanding of the policy and decision makers on the importance of the integration of climate change and sustainable development, including enhancing the capacity of members of the NCCC;
- v) facilitate the assessment of existing policies measures for addressing climate change issues, any gaps as well as assessing their implementation.
- vi) identify existing constraints and gaps related to financial, technical, and capacity needs to facilitate further action.
- vii) develop and gather information that will be used to inform the NDC that The Bahamas will submit to the UNFCCC

In regard to the Vulnerability and Adaption Assessment, some of the main project components will include (but is not limited to): selection of appropriate methodologies to assess vulnerability and adaptation, development of climatic scenarios, support the development of the National Strategy on Adaptation to Climate Change and identify the follow-up activities. These activities will support sustainable development and prove useful to policy makers to help formulate, prioritize, and strengthen adaptation initiatives for The Bahamas.

In regard to Green House Gas Inventory (GHGI), one of the main project components includes a National Inventory of GHG emissions/sinks which also requires the preparation of National Inventory Report for the period 1990 to 2018 for inclusion in both the TNC/BUR1. Therefore, the main purpose of the consultancy is to develop and strengthen capacities of relevant ministries and institutions, as well as, private sectors and NGOs so that, they can participate actively in the preparation of regular reports using the 2006 IPCC guidelines for Green House Gas Inventory (GHGI).

The Climate Change Mitigation Assessment is intended to communicate to the Conference of Parties (COP) on the leading sources of anthropogenic GHG emissions in The Bahamas and identify effective measures to reduce them. It entails national and/or regional analyses of the potential costs and impacts of various technologies and practices to mitigate climate change. The information should be relevant for sustainable development and useful to policy makers to help formulate and prioritize mitigation programmes.

And by developing a robust MRV system for The Bahamas, this will fulfill the obligations of The Bahamas under the UNFCCC. It is expected that an MRV system will support the country to address data gaps, improve climate change related studies and carry out new studies where applicable and appropriate, and strengthen the capacity of the country, including at the institutional and policy levels.

Under the overall guidance of the Department of Environmental Planning and Protection (DEPP), the Climate Change Adaptation Specialist will support execution of The Bahamas' Third National Communication/Biennial Update Report (BUR1), Green Climate Fund projects with a tie into the TNC/BUR1 – i.e. the resilient Bahamas health project, the development of the NDC, the National Adaptation Plan (NAP) and the EU-CARIFORUM/Health National Adaptation Plan (H-NAP).

The Climate Change Adaptation Specialist supports the DEPP and works in close collaboration with the operations, programme and projects' staff of the Ministry of Environment and Housing/Department of Environmental Planning and Protection.

II. SCOPE OF WORK

The DEPP is seeking the services of a Climate Change Adaptation Specialist to support the completion of the development of the TNC/BUR Project.

Summary of Duties:

- Provides effective administrative support for the TNC/BUR1 project
- Assigned duties related to the National Climate Change Committee and any/other subcommittees which support the TNC/BUR1 project (i.e., Vulnerability and Adaptation Team (VAAT), Vulnerability and Adaptation Working Group (VAAWG), etc.)
- Providing support in quality assurance processes
- Ensures facilitation of communication, knowledge building and knowledge sharing focusing

Specifically, the consultant will be required to:

1. Working closely with the Climate Change Mitigation Specialist, provides effective administrative support to management of the TNC/BUR1 project focusing on the achievement of the following results:

- Support the development of the Vulnerability and Adaptation (V&A) Assessment Project under the TNC/BUR1.
- Provide secretariat support (i.e. attending meetings, taking notes, providing points for DEPP to action, reviewing documents circulated by these committees as needed, etc.) in relation to a portfolio of projects including but not limited to: the Resilient Bahamas, NDC, and H-NAP projects
- Provide sub-committee coordination and administrative support to assigned Committees including but not limited to VAAT/VAAWG:
 - Support the organization of national workshops on VAAT including the selection of VAAT team members,
 - Undertake stakeholder consultations to determine the most appropriate approach, tool and methodologies for conducting the V&A assessment.
 - Coordinate stakeholder validation workshop to present draft chapters of the V&A Assessment
 - o Relaunch of The NCCC Public Education and Outreach (PEO) Committee.
- Coordinate the delivery of capacity building (at least 10 workshops) and public awareness initiatives to the integrate climate change considerations into social, economic and environmental policies and the development of actions – in particular ICZM Policy.
- Support data collection efforts including coordinating meetings with key stakeholders and ensuring data sources are submitted.
- Provide feedback on Consultant deliverables for consistency and clarity including but not limited to draft TNC/BUR1 chapters/reports.
- Prepare documents, reports briefs and presentation on projects
- Ensures proper filing of documents that must be retained in support of Departmental policies.

2. Provide support to quality assurance processes:

- Ensures tracking, monitoring and reporting on the TNC/BUR1 project / TNC/BUR1 related activities: i.e. provision of weekly project status updates to internal and external stakeholders
- Support the preparation of quarterly donor reports including the preparation of monthly project updates which highlights project achievements, issues, risks and recommendations.
- Supports and consolidates various inputs to ensure quality submission of various documents.
- Monitors the maintenance of project data in various platforms (for good data management).
- Support the Project Coordinator with the audit/evaluation process for the

TNC/BUR1 project and followup/support to the implementation of audit recommendations, as required.

3. Ensure facilitation of communication, knowledge building and knowledge sharing focusing on achievement of the following results:

- Synthesis of lessons learnt and best practices between the various climate change projects which support the TNC/BUR1, for different audiences.
- Support to the development of communication actions for the various climate change projects which support the TNC/BUR1.
- Support the development of knowledge exchange materials, as required.
- Coordinate with the technical experts and consultants to provide inputs to publications, as required.
- Sound contributions to knowledge networks and communities of practice.

III. DELIVERABLES SCHEDULE AND INSTITUTIONAL ARRANGEMENTS

puts and deliverables

Deliverables	Expected Deliverable Period	Percentage payment	
Monthly report to include progress towards agreed workplan and duties and responsibilities	End of month	Equal monthly amounts	

The Consultant shall report to the Director of the Department of Environmental Planning and Protection and work in coordination with the National Project Coordinator (NPC) and UNDP Jamaica Country Office focal point.

Payment schedule: The consultant is expected to work a minimum of 20 days per month. Payments will be done on a monthly basis. Deliverables acceptance reports will be signed by the UNDP Jamaica Country Office.

IV. RECRUIT	MENT QUALIFICATIONS
Education:	 A post-graduate degree (or an equivalent qualification) in Environmental Management, or areas relevant to the field of climate change, physical sciences, data management, project administration or national development. Advanced studies in Project Management or experience in the management/administration of climate change projects will be considered an asset.
Experience:	At least one (1) year experience in project administrative management is required.

	• Experience with United Nation's reporting mechanisms will be considered an asset.
	• At least two (2) years working experience in The Bahamas and/or Caribbean Small Island Developing States (SIDS).
	 Knowledge of national communications (NCs), biennial update reports (BURs), nationally determined contributions (NDCs) and with international negotiations and processes under the UNFCCC will be considered an asset.
	• At least one (1) year experience related to mitigation and adaptation of Climate Change, Measurement, Reporting and Verification (MRV) and Monitoring and Evaluation (M&E).
Language Requirements:	Fluency in English (reading, writing and spoken).

V. EVALUATION METHOD AND CRITERIA

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

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

- 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 49 points during the technical evaluation would be considered for the Financial Evaluation.

<u>Technical Evaluation Criteria</u>

Criteria	Weight	Comments
Relevance of Education/ Degree		
 A post-graduate degree (or an equivalent qualification) in Environmental Management, or areas relevant to the field of climate change, physical sciences, data management, project administration or national development 	Pass / Fail	
Years of Relevant Experience		
 At least one (1) year experience with project management involving a multi- lateral / international funding agency will be considered an asset. 	20	15 points per for the first year and 1 point for each additional year for a maximum of 20 points
 At least two (2) years working experience in The Bahamas and/or Caribbean Small Island Developing States (SIDS). 	20	15 points per for the first two (2) years and 1 point for each additional year for a maximum of 20 points

•	At least one (1) year experience related to mitigation and adaptation of Climate Change, Measurement, Reporting and Verification (MRV) and Monitoring and Evaluation (M&E).	10	5 for the 1 st year and 1 point for each additional year for a maximum of 10 points
	ample of Written Document prepared e.g. eport, Briefs etc.	20	Written examples of related work undertaken

Total Technical Score 70%

Due to the time sensitivity of the consultancy and the need for immediate start up, exacerbated by the border closures due to containment measures for COVID 19 pandemic, only candidates who currently reside in The Bahamas will be considered.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

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

Date

Uni	ar Sir/Madam ited Nations Development Programme gional Hub for Latin America and the Caribbean
Dea	ar Sir/Madam:
l he	ereby declare that:
A)	I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of IC 146564 Bahamas Climate Change Adaptation Consultant;
B)	I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
C)	I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
D)	In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment;
E)	I hereby propose to complete the services based on the following payment rate:
	An all-inclusive daily fee of [state amount in words and in numbers indicating currency]
F)	For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
G)	I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
H)	This offer shall remain valid for a total period of days [minimum of 90 days] after the submission deadline;
I)	I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];
J)	If I am selected for this assignment, I shall [please check the appropriate box]:
	Sign an Individual Contract with UNDP;

	Ш	Request my employer [state name of company/organization/institution] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:				
K)	I hereby	y confirm that [check all	that applies]:			
		At the time of this subr		no active Individual Conf	ract or any form	n of engagemen
		I am currently engage	d with UNDP an	d/or other entities for th	e following wor	k:
		Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount
		I am also anticipating which I have submitted		e following work from U	NDP and/or oth	er entities for
		Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

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

	on your relatives employed by tonal organization? NO If the answer is "ye	•	, ,
	Name	Relationship	Name of International Organization
P) Do you YES	have any objections to our making	enquiries of your present	employer?
Q) Are you r YES	now, or have you ever been a perm	•	government's employ?
R) REFERE qualificat	NCES: List three persons, not reions.	elated to you, who are f	amiliar with your character and
	Full Name	Full Address	Business or Occupation
	u been arrested, indicted, or summed, fined or imprisoned for the violation NO If "yes", give full		minor traffic violations)?
to the best of on a Persona	ne statements made by me in answ my knowledge and belief. I unders al History form or other document re e contract or special services agree	tand that any misrepresen equested by the Organiza	tation or material omission made
DATE:		_ SIGNATURE:	
above. Do no	be requested to supply documentary ot, however, send any documentary submit the original texts of referen NDP.	y evidence until you have	been asked to do so and, in any
Annexes	s [please check all that applies]:		
☐ cv	shall include Education/Qualificationce	ation, Processional Cert	ification, Employment Records
	akdown of Costs Supporting the F	inal All-Inclusive Price	as per Template
Brie	f Description of Approach to Work	(if required by the TOR)	

BREAKDOWN OF COSTS1 SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) **Breakdown of Cost by Components:**

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel ² Expenses to Join duty station			
Round Trip Airfares to and from duty			
station			
Living Allowance Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) Breakdown of Cost by Deliverables*

Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
Dall and Lad		
Deliverable 1		
Deliverable 2		
Total	100%	USD

^{*}Basis for payment tranches

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR) ² Travel expenses are not required if the consultant will be working from home.

UNITED NATIONS DEVELOPMENT PROGRAMME



Contract for the services of an Individual Contractor

					Γ	NO		
This Contract is entered into on [insert dat	-	ited Nations eferred to		_	(hereinafter refe Contractor")			and is
WHEREAS UNDP desires to engage the ser	vices of the Individ	lual Contracto	r on the terr	ns and condition	ns hereinafter se	t forth, and	:	
WHEREAS the Individual Contractor is read	dy and willing to ac	cept this Con	ract with U	NDP on the sai	d terms and cond	litions,		
NOW, THEREFORE, the Parties hereby aga	ree as follows:							
1. Nature of services The Individual Contractor shall perform the attached hereto as <i>Annex I</i> in the following I							ontract and	are
2. Duration This Individual Contract shall commence or Reference mentioned above, but not later this subject to the General Conditions of Contand are attached hereto as <i>Annex II</i> .	an [insert date], unl	ess sooner ter	minated in a	accordance with	n the terms of thi	s Contract.	This Cont	act
3. Consideration As full consideration for the services perform his/her travel to and from the Duty Station(s) in the Duty Station(s), UNDP shall pay the Payments shall be made following certificati performed and the Deliverables have been as	, any other travel re Individual Contrac on by UNDP that th	equired in the a etor a total of the services rel	fulfillment of [currency] ated to each	of the Terms of in a of in a of Deliverable, as	Reference in Anaccordance with t	nex I, and l he table se	iving exper t forth belo	ses w ³ .
DELI	VERABLE			DUE	DATE	AMOU!		
If unforeseen travel outside the Duty Statio	n not required by the	ne Terms of F	Reference is	requested by I	JNDP, and upon	prior writ	ten agreem	ent.

such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

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

4. Rights and Obligations of the Individual contractor

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

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

	ficiary of any amounts owed under this Contract in the event of death of the cludes the payment of any service-incurred liability insurance attributable to the
Mailing address, email address and phone number of beneficiary:	
Mailing address, email address and phone number of emergency co	
IN WITNESS WHEREOF, the Parties hereto have executed this Co	ontract.
the General Conditions of Contracts for Individual contractor hereto in Annex II which form an integral part of this Contract of conduct set forth in the Secretary-General's bulletins ST/S from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/	nd agree that I have read and accept the terms of this Contract, including rs available on UNDP website at www.undp.org/procurement and attached, and that I have read and understood, and agree to abide by the standards GB/2003/13 of 9 October 2003, entitled "Special Measures for Protection (9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights erts on Mission", and UNDP's policy on "Harassment, Sexual Harassment, amme and Operations Policies and Procedures.
☐ The Individual Contractor has submitted a Statement of Good He	ealth and confirmation of immunization.
AUTHORIZING OFFICER: United Nations Development Programme	INDIVIDUAL CONTRACTOR:
Name;	Name;
Signature;	Signature;
Date;	Date;

Annex II -IC GTCs



GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

2. STANDARDS OF CONDUCT:

- (a) General: The Individual Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual Contractor's performance under the Contract, the Individual Contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual Contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual Contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual Contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual Contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The Individual Contractor must comply with all security directives issued by UNDP.
- (b) Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment: Without limitation

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

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

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

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

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual Contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual Contractor: (a) that pre-existed the performance by the Individual Contractor of his or her obligations under the Contract, or (b) that the Individual Contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual Contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the

Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual Contractor may disclose Information to the extent required by law, provided that the Individual Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual Contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual Contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR

ILLNESS: If the Individual Contractor is required by UNDP to travel beyond commuting distance from the Individual Contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

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

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

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

- 6. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual Contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual Contractor and an authorized official or appropriate contracting authority of UNDP.
- 7. **SUBCONTRACTORS**: In the event that the Individual Contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual Contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual Contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
- 8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:** The Individual Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual Contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

- 9. **INDEMNIFICATION:** The Individual Contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 10. **INSURANCE:** The Individual Contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual Contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual Contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual Contractor's sole expense, such life, health and other forms of insurance as the Individual Contractor may consider to be appropriate to cover the period during which the Individual Contractor provides services under the Contract. The Individual Contractor acknowledges and agrees that none of the insurance arrangements the Individual Contractor shall, in any way, be construed to limit the Individual Contractor's liability arising under or relating to the Contract.
- 11. **ENCUMBRANCES AND LIENS:** The Individual Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual Contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual Contractor.
- 12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual Contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual

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

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

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

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

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

- 14. **NON-EXCLUSIVITY:** UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
- 15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual Contractor in respect of any amounts paid to the Individual Contractor under this Contract, and the Individual Contractor

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual Contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

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

or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Co n t r a c t, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

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

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

EVALUATION CRITERIA

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

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

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

1. Technical Evaluation

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

QUALIFICATION REQUIREMENTS AS PER TORs	Points	Comments
A. Relevance of Education/ Degree	Pass/Fail	
A post-graduate degree (or an equivalent qualification) in Environmental Management, or areas relevant to the field of climate change, physical sciences, data management, project administration or national development	Pass/Fail	
B. Years of Relevant Experience	50	
At least one (1) year experience with project management involving a multi-lateral / international funding agency will be considered an asset.	20	15 points per for the first year and 1 point for each additional year for a maximum of 20 points
At least two (2) years working experience in The Bahamas and/or Caribbean Small Island Developing States (SIDS).	20	15 points per for the first two (2) years and 1 point for each additional year for a maximum of 20 points
At least one (1) year experience related to mitigation and adaptation of Climate Change, Measurement, Reporting and Verification (MRV) and Monitoring and Evaluation (M&E).	10	5 for the 1st year and 1 point for each additional year for a maximum of 10 points
C. Sample Work	20	
Sample of Written Document prepared e.g. Report, Briefs etc.	20	Written examples of related work undertaken
Total	70	

2. FINANCIAL EVALUATION OF PROPOSALS

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

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

 μ = price of the lowest priced proposal

z = price of the proposal being evaluated