



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: February 2, 2023

Country: Republic of Panama

Description of the assignment: **6087 PAN 2022** – *Consultancy Service of a Latin America regional expert to facilitate elaboration and implementation of NDCs and LT-LEDs in countries in the region.*

Project name: Nationally Determined Contributions (NDCs) and Long-Term Low Emission Development Strategies (LT-LEDs) in LAC region

Period of assignment/services: 12 months

Proposal should be submitted by email to **adquisiciones.pa@undp.org**, referring to the process **6087 PAN 2022** – Consultancy Services NDCs and LT-LEDs, no later than **February 16, 2023, until 4:00 p.m.** (GMT-5 Panama time). Proposals submitted after the deadline date and time will not be considered.

Any request for clarification must be sent by standard electronic communication to the e-mail indicated above, no later than five (5) before the closing date until 4:00 p.m. (GMT-5 Panama time). UNDP will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants and will be published on the website of Procurement Notice identified with process number **6087 PAN 2022**.

SUBJECT: 6087 PAN 2022

Procurement Notice ID: 97491

Email: adquisiciones.pa@undp.org

1. BACKGROUND

Nationally Determined Contributions (NDCs) and Long-Term Low Emission Development Strategies (LT-LEDS).

The implementation of countries' NDCs and LT-LEDS constitutes the bulk of climate action, which will reduce Greenhouse Gas (GHG) emissions, as well as enhance resilience. Facilitating NDC and LT-LEDS development and implementation is undertaken by the RCCs as part of their global work plan.

At the twenty-first session of the Conference of Parties (COP) in 2015, in accordance with Article 4.9 of the Paris Agreement, Parties were asked to communicate an NDC every five years in accordance with decision 1/CP.21, and other relevant decisions of the CMA, as well as be informed by the outcomes of the Global Stocktake (GST).

For detailed information, please refer to Annex 1

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

For detailed information, please refer to Annex 1

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

Advanced university degree (Masters) in development studies, economics, business administration, international relations, environmental studies, or in a related discipline. A combination of a university degree and at least 10 years of professional experience in development studies, economics, business administration, international relations, environmental studies, or in a related discipline would be acceptable.

II. Years of experience:

At least five (5) years relevant professional working experience on climate change /environment, development cooperation, relationship management at an institutional level, stakeholder engagement and/or capacity building. Knowledge and experience of climate change are essential. Excellent oral and written communication skills, especially in communicating with technical experts and policy makers.

III. Competencies:

- Thorough knowledge and deep understanding of NDCs and LT-LEDS (design and development of NDCs, LT-LEDS; alignment of NDCs and LT-LEDS; mitigation measures, mitigation policies and regulatory framework, mitigation finance, NDC and/or LT-LEDS implementation roadmaps, institutional arrangements for mitigation action).
- Knowledge in the broader UNFCCC framework (in particular international negotiations, etc.) is an asset.

For detailed information, please refer to Annex 1.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

1. Proposal:

- a. Explaining why they are the most suitable for the work
- b. Provide a brief methodology on how they will approach and conduct the work (if applicable)

2. Financial proposal: Shall include the professional fees specified in a lump sum, which will be established in accordance with the payment terms of the expected deliverables.

3. Letter of Confirmation of Interest and Availability: Duly accomplished using the template provided by UNDP (Annex 2), including the breakdown of costs to support of the final total price.

4. Personal CV: Shall include education, qualifications, professional certifications, experience. It is important to include start and end date of each experience and the place where the experience was obtained (project/entity/organization). Attach diplomas and certifications to validate the education.

5. References: Contact information (email and phone number) of the candidate and at least three (3) professional references. In the event that the references do not respond to the request for references that UNDP will make for written references, the candidate will be asked to provide other references. Make sure your references emails are available to receive the reference request.

6. Beneficiary: Declare name, ID document (include copy), address, email, phone number of a beneficiary in case of death. This information is mandatory in case the offeror is awarded.

7. Identity document of the offeror: identity card or valid passport.

8. Statement of Good Health – Individual Contractors: This information is mandatory in case the offeror is awarded.

For detailed information, please refer to Annex 1.

5. FINANCIAL PROPOSAL

- **Lump sum contracts**

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

Travel:

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an

economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

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

6. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

Cumulative analysis

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

a) responsive/compliant/acceptable, and

Preliminary review: PASS / FAIL method will be used to determine if general documents requested in this document are in order and meet the objective of the consultancy, including the review of consultants on the ineligible list.

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

Technical evaluation: The combine scoring method will be used, the qualifications and the interview will be weighted with a maximum of 70%, combined with the financial proposal weighted with a maximum of 30%.

- Technical Criteria weight; 70%
- Financial Criteria weight; 30%

Only candidates who obtain a minimum of 70% of the total points of technical criteria (qualifications and interview) will be considered for the financial evaluation.

Financial evaluation: In a second stage, the financial proposal of technically qualified consultants will be evaluated using the following formula:

The maximum point will be awarded to the offer with the lowest price. The other offers will receive points in inverse proportion, as follows:

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

Where:

p = points of the financial offer evaluated.

y = maximum points awarded to the financial offer.

μ = Amount of the lowest offer.

z = Amount of the evaluated offer.

Evaluation Criteria

	PROPOSAL	MAXIMUM SCORE	%
1.00	Preliminary Review		
1.01	<u>Preliminary Review</u> : Verification of documents required: Economical Offer signed, review of ineligible consultants list, Letter to UNDP Confirming Interest and Availability, Curriculum Vitae, brief description of why the individual considers that he/she is the most suitable to develop the consultancy.	PASS / FAIL	
2.00	Technical Criteria		
2.10	Qualifications	58	
	A. Academic Qualifications	10	
	Advanced university degree (Masters) in development studies, economics, business administration, international relations, environmental studies, or in a related discipline. An university degree and at least 10 years of experience in development studies, economics, business administration, international relations, environmental studies, or in a related discipline, would be acceptable. Master Degree 10 points University Degree and 10 years of experience.....10 points	10	
	B. Experiences	40	
	General	10	
	At least five (5) years relevant professional working experience on climate change /environment, development cooperation, relationship management at an institutional level, stakeholder engagement and/or capacity building. 0 - 4 years of experience.....0 points 5 years of experience.....7 points each additional year of experience.....1 point More than 10 years experience.....10 points Professional experience on environment but not pertaining to climate change will be counted as half. Professional experience with no relevance will not be taken into account.	10	
	Specific	30	
	At least 5 years experience in the coordination of or supporting the development and/or implementation of NDCs and/or LT-LEDs: 5 years of experience.....7 points each additional year of experience.....1 point More than 10 years experience.....10 points	10	
			70%

	<p>Knowledge in the broader UNFCCC framework</p> <ul style="list-style-type: none"> - Knowledge/experience in international negotiations.....1 points - Knowledge in mitigation under UNFCCC framework.....1 points 	2	
	<p>Experience in engagement and capacity building with at least five such activities conducted</p> <p>For each such activity conducted1 points</p> <p>5 such activities conducted.....5 points</p>	5	
	<p>Experience in the Latin America region</p> <p>No experience in the region.....0 points</p> <p>Experience in one country in the region..... 2 points</p> <p>Each additional experience in the region.....1 point</p> <p>Experience in 4 or more specific countries in the region5 points</p>	5	
	<p>Experience in the region with activities conducted at a regional scale</p> <p>No experience at a regional scale.....0 points</p> <p>At least half of experience in the region is at the regional scale...5 points</p> <p>More than half of experience in the region is at the regional scale ..8 points</p>	8	
	C. Methodology and Schedule	8	
	<p>Brief description of why the individual considers him/herself as the most suitable for the assignment.</p> <p>Excellent (demonstrate capacity and efficiency).....5 points</p> <p>Good (valid arguments and clear detailed).....3 points</p> <p>Poor (barely documented).....1 points</p>	5	
	<p>Methodological proposal indicating how the consultant will approach and complete the assignment, description of tools that will use and schedule with activities and expected outcomes.</p> <p>Excellent (demonstrate capacity and efficiency).....3 points</p> <p>Good (valid arguments and clear detailed).....2 points</p> <p>Poor (barely documented).....1 points</p>	3	
2.20	Interview	20	
	<p>Qualified consultants who have earned at least the 70% of the total Qualifications points will be eligible for the interview. <i>(58 x 70% = 41 points)</i></p> <p>The interview will be conducted in English and/or Spanish, the same questions will be asked to qualified consultants and they may be asked to answer questions in writing.</p>	20	
	MAXIMUM SCORE - TECHNICAL EVALUATION TOTAL	78	
3.00	MAXIMUM SCORE - FINANCIAL PROPOSAL TOTAL		30%
	TOTAL SCORE		100%

7. OTHER CONSIDERATIONS

The procedures for this procurement notice will be those of the United Nations Development Program (UNDP).

This process is directed to natural persons. Offers received from a legal person or from two (2) or more natural persons jointly, will be rejected. Offers from consultants who have participated in the preparation of the Terms of Reference.

The proposal must be sent in PDF format by email with a maximum of 4MB per email, in virus free files and can send as many emails as deem necessary, duly identified with the process number and the name of the Offeror. Files sent by WeTransfer, RAR, Dropbox or similar will be rejected.

The proposal will be valid for 90 days from the date of receipt of offers.

Locally recruited consultants (ICs) are responsible for all visas and work permits required by local authorities prior to the start of UNDP assignment.

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX 3- OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY

ANNEX 4 – STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

ANNEX 1

6087 PAN 2022

UNITED NATIONS DEVELOPMENT PROGRAMME	
TERMS OF REFERENCE	
CLUSTER: Environment and Sustainable Development	
A. GENERAL INFORMATION ABOUT THE CONSULTANCY	
<p>Project Title: Nationally Determined Contributions (NDCs) and Long-Term Low Emission Development Strategies (LT-LEDS) in LAC region</p> <p>Project: PTY2022 NDC/LETS-CP1</p> <p>Type of Contract: Individual Contractor</p> <p>Direct Supervisor: Project Coordinator</p> <p>Place: RCC Panama, City of Knowledge</p> <p>Estimate Starting Date: 01.04. 2023</p> <p>Duration: 12 months</p>	
B. PROJECT DESCRIPTION	
<p>Nationally Determined Contributions (NDCs) and Long-Term Low Emission Development Strategies (LT-LEDS)</p> <p>The implementation of countries' NDCs and LT-LEDS constitutes the bulk of climate action, which will reduce Greenhouse Gas (GHG) emissions, as well as enhance resilience. Facilitating NDC and LT-LEDS development and implementation is undertaken by the RCCs as part of their global work plan.</p> <p>At the twenty-first session of the Conference of Parties (COP) in 2015, in accordance with Article 4.9 of the Paris Agreement, Parties were asked to communicate an NDC every five years in accordance with decision 1/CP.21, and other relevant decisions of the CMA, as well as be informed by the outcomes of the Global Stocktake (GST).</p> <p>Furthermore, Decision 1/CMA.3 from COP26 urges Parties that have not yet communicated new or updated NDCs to do so as soon as possible in advance of the fourth session of the CMA (Decision 1/CMA.3, para 28). The decision requests Parties to revisit and strengthen the 2030 targets in their NDCs as necessary to align with the Paris Agreement temperature goal by the end of 2022, taking into account different national circumstances and recalling Article 3 and Article 4, paras 3, 4, 5 and 11 (Decision 1/CMA.3, para 29).</p> <p>Furthermore, in accordance with Article 4, paragraph 19 of the Paris Agreement, all Parties should strive to formulate and communicate long-term low greenhouse gas emission development strategies (LT-LEDS), mindful of Article 2 taking into account their common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.</p>	

CMA 3 urged Parties that have not yet done so to communicate, by CMA 4, a LT-LEDS towards just transitions to net zero emissions by or around mid-century. The CMA also invited Parties to update their LT-LEDS regularly, as appropriate, in line with the best available science, and noted the importance of aligning NDCs with LT-LEDS.

In this context, the UN Climate Change Regional Collaboration Centre Panama (RCC Panama), through UNDP Panama, is seeking an NDC, LT-LEDS Expert and Coordinator to support this work on climate action implementation in the region.

The UN Climate Change Regional Collaboration Centres

The UN Climate Change Regional Collaboration Centers (RCCs) support national climate action through capacity-building, technical assistance, and strategic networking – sourcing know-how and resources to help developing countries cope with climate change. They were initially established to support the Clean Development Mechanism (CDM) but have since grown beyond that original purview and now provide support for all UNFCCC mandates. Since the adoption of the Paris Climate Change Agreement in December 2015, the RCCs facilitate the preparation and implementation of countries' Nationally Determined Contributions (NDCs) and long-term low GHG emission development strategies (LT-LEDS).

The UN Climate Change Secretariat partners with organizations to operate six RCCs globally:

- Asia and the Pacific: RCC Bangkok (Institute for Global Environmental Strategies [IGES])
- Middle East, North Africa and South Asia: RCC Dubai (World Green Economy Organization [WGEO])
- Eastern and Southern Africa: RCC Kampala (East African Development Bank [EADB])
- Western and Francophone Africa: RCC Lomé (Banque Ouest Africaine de Developpement [BOAD])
- Caribbean: RCC St. George's (Windward Islands Research & Education Foundation [WINDREF])
- Latin America: RCC Panama (UN Environment Programme (UNEP))

The NDC, LT-LEDS and Sectoral Support Unit

The NDC, LT-LEDS and Sectoral Support unit (hereinafter NLS Unit) provides technical advice and support to Parties on the preparation, communication, and accounting of NDCs; the preparation and submission of LT-LEDS and support on sectoral mitigation issues. The unit is also responsible for advising, programming of support activities and technical assistance to Parties, pertaining to facilitating the implementation of NDCs, LT-LEDS and sectoral policies / assessment of mitigation actions.

C. OBJECTIVE

Purpose of the Position

The regional expert will be based at the RCC and will coordinate the regional activities of the "NLS Unit" to facilitate elaboration and implementation of NDCs and LT-LEDS in countries in the region. A focus of the role will be placed on establishing and sustaining good working relationships between the national focal points, implementing partner's focal points and the RCC. The work will be conducted in accordance with the NLS Unit workplan 2022, RCC workplan 2022 and its M&E Framework and in close collaboration with and contribution to NDC Partnership and other partners.

The purpose of the work of this expert is to facilitate support to Parties' in terms of the formulation and implementation of their NDCs and LT-LEDS. The work will entail coordination with stakeholders to support the alignment of Parties' development plans with climate targets; identification of capacity-building needs to scale-up mitigation action and mapping of the preparation status of NDCs and LT-LEDS. Support Parties as needed in the harmonization/streamlining of activities related to other international process, including the 2030 Agenda for

Sustainable Development with climate action at the national and regional levels. Coordination with regional partners and organizations will also be required to ensure coherence and synergies.

The incumbent will mainly facilitate the implementation of NDC, LT-LEDs and Sectorial Support unit's work-plan in the context of Latin America countries. This requires the following key functions to be undertaken:

- **Articulation** – Identify, design, deliver, including through match-making activities, support to both Parties and non-Party stakeholders in the region, related to facilitating the enhancement and implementation of NDCs, development and implementation of LT-LEDs and sectoral policies (with priority to transport, building and energy sectors) and report back on activities in the region.
- **Engagement** – Engage with diversified stakeholders especially policymakers and sectoral experts in countries, including development organizations, to identify the country-specific status of development and implementation of NDCs and LT-LEDs and map the roadblocks to development and implementation.
- **Communication** – Convert strategic objectives into clear short-term operating objectives that can be contextually delivered in the region. Gather information/key insights on commitments and pledges regarding the implementation of NDCs and development of LT-LEDs.
- **Monitoring** – Monitor the progress of the delivery of the strategic objectives of NDC, LT-LEDs and Sectorial Support unit's work-plan in the region.

D. SCOPE OF WORK

Outputs

The below list includes some of the deliverables to be met by the NDC, LT-LEDs Expert and Coordinator. Specific deliverables and dates will be discussed with the incumbent upon commencement of the assignment and a workplan for the year to be drawn up which may include inter alia:

Liaison and Support

- Designing a “support package” for Latin America region, in alignment with NLS unit's and the RCCs work plan. This includes identifying key regional partners and organizations to initiate activities targeting the submission of ambitious NDCs and LT-LEDs and their implementation. This also includes the design of technical support for high impact mitigation policies and actions in the region and identify priority countries and sectors in the region to provide technical assistance.
- Under the supervision of the RCC Team lead, function as the entry point of the NLS Unit in countries, liaising with NDC Partnership, RCC Partner organizations, and implementing partners as appropriate.
- Identify and engage with implementing partners with presence and interest in the region countries and coordinate closely with them to generate alliances around RCC activities including, but not restricted to, (i) mobilizing resources for implementation, (ii) supporting knowledge and learning activities.

Engagement and knowledge management

- Developing a regional engagement strategy and plan to advocate for the development of LT-LEDs and net-zero commitments.
- Maintaining a regional database of the status of Parties' preparation of updates to NDCs and LT-LEDs by engaging with relevant regional stakeholders and targeted information gathering.
- Maintaining a database and network of relevant regional and national stakeholders related to NDC, LT-LEDs and Sectorial Support. This includes supporting the information gathering, providing updates from the region on the status of NDCs, LT-LEDs and Sectorial initiatives, institutional arrangements/organizations

supporting NDCs, LT-LEDs and Sectoral initiatives in the region, support activities, including technical and financial, being undertaken in the region relevant to the implementation of NDCs and LT-LEDs, of contact points in the region pertaining to NDCs, LT-LEDs and Sectoral policies; and other databases, as requested.

Coordination and Collaboration

- Developing and implementing an action plan to integrate and leverage synergies with other relevant initiatives, projects, and events, from both Parties and non-Party stakeholders.
- Launching of joint initiatives including coordination with other plans and programmes, particularly with the UN system.
- Identify, in coordination with the focal point of the NDC Partnership, potential collaboration opportunities that could lead to synergies with NDC Partnership's work.
- Supporting the goals and objectives of the Mitigation Work Programme and supporting the delivery of the high-level ministerial dialogue on ambition from a regional perspective.
- Organizing workshops and consultations in the Latin America and the Caribbean regions, in particular by providing support to dedicated events on NDC, LT-LEDs and Sectoral Support organized during the Regional Climate Weeks and supporting the delivery of other events, including developing knowledge/communication products, to support implementation of NLS unit's work plan.
- Developing reports on stakeholder feedback from regional and national consultations, with regards to NLS unit's work-plan.
- Developing project concepts, funding proposals and readiness proposals, as needed.
- Participate in and support key meetings and prepare analysis of their results, as needed.

E. EXPECTED OUTPUTS AND DELIVERABLES

Deliverables /Outputs	Estimate Duration to Complete	Target Due Dates	Review and Approvals Required
1. Work plan with a schedule of the activities proposed for the preparation of the requested work, taking into account NLS Unit workplan and RCC Panama Workplan	15 days	April 2023	<ul style="list-style-type: none"> • Team Lead, RCC Panama • Team Lead, NDC, LT-LEDs, Sectoral Support Unit, UNFCCC secretariat
2. Develop regional engagement strategy on LT-LEDs and net zero commitments	2nd month	May 2023	
3. Establishment of databases of relevant regional and national stakeholders related to NDC, LT-LEDs and Sectoral Support.	1 st month	April 2023	
4. Regional analysis on the status of NDC and LT-LEDs development and implementation in the region to identify gaps, needs, priorities at the national and regional level to support regional engagement and capacity-building activities	1st month	April 2023	

5. Coordination and collaboration action plan developed to leverage synergies with other relevant initiatives, projects, and events, from both Parties and non-Party stakeholders, including with NDC Partnership		2 nd month	May 2023
6. Support package for Latin American countries developed and launched		3 rd month	June 2023
7. Maintenance of databases (in task 3 and regional database of status of NDC, LT-LEDS updates) and information gathering as requested – Monthly Report		Ongoing	Ongoing, with monthly stocktakes
8. Establishment of key relationships and engagement with internal and external stakeholders, including cooperation or partnership alliances with local and regional entities supporting development and implementation of NDCs and LT-LEDS – Monthly Report		Ongoing	Ongoing, with monthly stocktakes
9. At least one joint initiative, including coordination with other plans and programmes, launched		6 th month	September 2023
10. At least one regional workshop organized and engagement in various regional events on the topic of NDC and LT-LEDS development and implementation		Between the 4 th and the 11 th month	July 2023 – February 2024
11. Regional Dialogue and related events organized at the LAC Climate Week, and additional events, dialogues or consultations as proposed under the workplan		Between the 4 th and the 7 th month	July 2023 - October 2023
12. Knowledge Product on best practices in development and implementation of NDCs and LT-LEDS in the region	12.1. Initial draft	6 th month	September 2023
	12.2. Interim draft	7 th month	October 2023
	12.3. Final product	7 th month	October 2023

	12.4 Release of final product	8th month	November 2023	
13. Annual Report on the progress and achievements of the RCC on NDCs and LT-LEDS in the region in 2023		10th month	January 2023	
14. Monthly report of the activities and work in progress related to above products and ongoing implementation tasks – including the delivery and roll out of the workplan (product 1) taking into account RCC Panama and NLS Unit work plans and in collaboration with relevant partners		Monthly	End of each month Ongoing, with monthly stocktakes	

F. INSTITUTIONAL ARRANGEMENT

The expert will work under the direct supervision of the RCC Panama Team Lead including for performance and administrative issues, and under the overall guidance of the Team Lead of the NDC, LT-LEDS and Sectoral Support Unit of the UN Climate Change secretariat in Bonn, Germany. The deliverables and products under this contract must be to the satisfaction of the Team Lead, RCC Panama and the Team Lead of the NDC, LT-LEDS and Sectoral Support Unit of the UN Climate Change secretariat.

The expert will be contracted by the UNDP Panama office. The expert will therefore be under United Nations employment terms and conditions; and hence he/she will not be an employee of the UN Climate Change secretariat. The expert will receive the required ICT, office, and administrative support from the RCC Panama.

G. DURATION OF THE WORK

Twelve (12) months, starting as soon as possible. This assignment is part of a project running over several years. A position may therefore be advertised to cover future activities towards the end of this consultancy, subject to availability of funding.

H. DUTY STATION

The expert will be based at the RCC Panama in Panama City, Panama. In case of travel required in the region and beyond, the applicable policy regarding travel expenses as found in the “UNDP individual contract policy” should apply.

I. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR

Education: Advanced university degree (Masters) in development studies, economics, business administration, international relations, environmental studies, or in a related discipline. A combination of a university degree and at least 10 years of professional experience in development studies, economics, business administration, international relations, environmental studies, or in a related discipline would be acceptable.

Experience: At least five (5) years relevant professional working experience on climate change /environment, development cooperation, relationship management at an institutional level, stakeholder engagement and/or

capacity building. Knowledge and experience of climate change are essential. Excellent oral and written communication skills, especially in communicating with technical experts and policy makers.

For this assignment, experience should include:

- Experience in the coordination of or supporting the design/development and/or implementation of NDCs and/or LT-LEDs;
- Experience in engagement and capacity building with at least five such activities conducted
- Experience in the region with activities conducted at a regional scale

Additional requirements:

- Thorough knowledge and deep understanding of NDCs and LT-LEDs (design and development of NDCs, LT-LEDs; alignment of NDCs and LT-LEDs; mitigation measures, mitigation policies and regulatory framework, mitigation finance, NDC and/or LT-LEDs implementation roadmaps, institutional arrangements for mitigation action).
- Knowledge in the broader UNFCCC framework (in particular international negotiations, etc.) is an asset

Language: Fluency in English and Spanish (both oral and written) is required and will be evaluated during the interview process. Fluency in Portuguese is an asset.

Competencies:

Applying professional expertise: Demonstrates a working knowledge and interest in the substantive functions of the work unit, including those not within own area of expertise; Manages effectively and fairly across different substantive functions to establish integrated, multidisciplinary teams to address complex issues; Coordinates the input of different functional specialists to achieve sound, integrated solutions; Drives others to develop their functional and substantive skillsets, and to build their understanding of related disciplines; Maintains and disseminates an understanding of best practice standards in all substantive areas represented within the work unit.

Communicating with impact: Speaks clearly and directly and is able to express views in an understandable, credible and persuasive manner; Writes in a well-structured and logical manner, in keeping with established UN standards; Openly shares information and keeps people informed; Uses appropriate communication tools to disseminate information; Listens carefully to understand other's views and responds appropriately; Seeks feedback and adjusts language, tone, style and format to match the audience

Delivering results: Conducts a critical analysis of situations to develop sound goals and work plans; Consults with others to develop integrated, consistent and harmonized plans; Allocates and uses time efficiently, and monitors own performance against timelines and milestones; Foresees risks, plans for contingencies, and adapts to take account of changing circumstances; Perseveres to deliver projects and pursues results despite obstacles and setbacks; Manages competing demands and focuses on priorities to deliver results.

J. SCOPE OF PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

UNDP will pay the expert the lump sum amount specified in the contract, as per deliverables describe in the Terms of Reference. The contract price is fixed regardless of changes in the cost of components.

Financial proposals must cover all financial cost: personnel costs as per Breakdown Costs included in *Offerors Letter To UNDP Confirming Interest and Availability*.

The contract amount will remain fixed regardless of the following:

- a. Additional days that need to be spent at the duty station due to delays in the completion of outputs if such delays are solely attributable to the contractor.

- b. Any other factors driving an increase in any of the cost components that are not directly attributable to UNDP.

The consultant will receive payment for fees, subject to approval of the products listed in section E. Payments will be made as follows:

Payments	Percentage of Payment
1st and 3rd product delivered and approved	7%
2nd and 5th product delivered and approved	7%
4th product delivered and approved	7%
6th product delivered and approved	7%
9th product delivered and approved	8%
10th product delivered and approved	8%
11th product delivered and approved	8%
12.1 and 12.2 product delivered and approved	8%
12.3 and 12.4 product delivered and approved	8%
13th product delivered and approved	8%
7, 8 and 14th product delivered and approved	24
TOTAL	100%

K. RECOMMENDED PRESENTATION AND OTHER OBLIGATIONS

For purposes of generating Offers whose contents are uniformly presented and to facilitate their comparative analysis, the Offeror should submit their proposal as follows:

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- Personal CV indicating all past experience from similar and/or relevant projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references;
- Brief description of why the individual considers him/herself as the most suitable for the assignment, and a methodology, on how they will approach and complete the assignment.

- d. Methodological proposal indicating how the consultant will approach and complete the assignment, description of tools that will use and schedule with activities and expected outcomes.
- e. Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided. If an Offeror is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the Offeror must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

We encourage women, Afro-descendants, people of indigenous origin to apply.

The selected Consultant will have the obligation to:

- a) Have the contract signed by UNDP and the expert before starting the work and before undertaking any trip. If you make the trip and start work without having signed the contract, the work performed will be at the professional's risk and expense.
- b) All the products made, and the information collected by the expert are the property of UNFCCC; For the total or partial use of the documents for another consultancy or work, a written permission must be obtained from UNFCCC.



*Empowered lives.
Resilient nations.*

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 done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual Contractor.

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

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

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

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

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

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual Contractor in respect of any amounts paid to the Individual Contractor under this Contract, and the Individual Contractor acknowledges that UNDP will not issue any statements of earnings to the Individual Contractor in respect of any such payments

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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.

PAGE

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

Date _____

United Nations Development Programme
Panama Country Office

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities for the process **6087 PAN 2022 – Consultancy Service of a Latin America regional expert to facilitate elaboration and implementation of NDCs and LT-LEDs in countries in the region.**
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 *[delete this item if the TOR does not require submission of this document]*;
- E) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]*:
 - ☐ An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
 - ☐ A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of _____ days *[minimum of 90 days]* after the submission deadline;

I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

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

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

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

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

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

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

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

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

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

Name	Relationship	Name of International Organization

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Full Address	Business or Occupation

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

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

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

DATE: _____

SIGNATURE: _____

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

Annexes *[please check all that applies]:*

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

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

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

B) Breakdown of Cost by Deliverables*

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
1st and 3rd product delivered and approved	7%	
2nd and 5th product delivered and approved	7%	
4th product delivered and approved	7%	
6th product delivered and approved	7%	

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.

9th product delivered and approved	8%	
10th product delivered and approved	8%	
11th product delivered and approved	8%	
12.1 and 12.2 product delivered and approved	8%	
12.3 and 12.4 product delivered and approved	8%	
13th product delivered and approved	8%	
7, 8 and 14th product delivered and approved	24	
Total	100%	USD

**Basis for payment tranches*

TECHNICAL PROPOSAL / METODOLOGY

Date _____

United Nations Development Programme
Panama Country Office

Reference: 6087 PAN 2022 – Consultancy Service of a Latin America regional expert to facilitate elaboration and implementation of NDCs and LT-LEDs in countries in the region.

1. Brief description of why the individual considers him/herself as the most suitable for the assignment.
2. Methodological proposal indicating how the consultant will approach and complete the assignment, description of tools that will use and schedule with activities and expected outcomes.



*Empowered lives.
Resilient nations.*

STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

Name of Consultant/Individual Contractor:
Last Name, First Name

Statement of Good Health

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

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

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

The name of my medical insurance carrier is:
Policy Number:
Telephone Number of Medical Insurance Carrier:

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

Signature of Consultant/Individual Contractor

Date

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

Signature of Officer Supervising the Contract

Name

Business Unit