

# CONSULTING CONTRACT

**Contract #23/2017/GEF-UNEP/CCCCC**

THIS CONTRACT is entered into on the \_\_\_\_\_, October 2017 by and between the Caribbean Community Climate Change Center (hereinafter referred to as “the Centre”) having its principal place of business at 2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road, Belmopan City, Belize, and \_\_\_\_\_, (hereinafter referred to as “the Consultant”) having its principal office located at \_\_\_\_\_.

AND WHEREAS the Centre has received financing from the Global Environment Facility-United Nations Environment Programme (GEF-UNEP) for the implementation of the Energy for Sustainable Development in Caribbean Buildings (ESD) Project, aimed at reducing fossil fuel-based per capita electricity consumption in buildings in five Caribbean pilot countries;

AND WHEREAS, the Centre wishes to utilize a portion of the fund towards the selection of a consultant who will serve as the ESD National Coordinator/Consultant, Belize (hereinafter referred to as “the Services”);

WHEREAS, the Consultant is willing to perform these services of ESD National Coordinator/Consultant, Belize.

NOW THEREFORE THE PARTIES hereby agree as follows:

## **1. Services**

- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultant shall submit to the Centre the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”

## **2. Term**

The Consultant shall perform the Services during the period of fourteen seven (7) months commencing \_\_\_\_ October 2017 and continuing through \_\_\_\_\_ May 2018, or any other period as may be subsequently agreed by the parties in writing.

## **3. Payment**

The National Coordinator (NC) will receive a total of \_\_\_\_\_ **UNITED STATES DOLLARS (US\$\_\_\_\_\_)** for the entire the **seven (7) month period.**

B. Schedule of Payments

In consideration of the services performed under this Agreement, the Centre agrees to pay the NC a professional fee of gross \_\_\_\_\_ UNITED STATES DOLLARS (US\$\_\_\_\_\_) per month for seven (7) months

C. Payment Conditions

Payment shall be made in **United States Dollars**, no later than 30 days following submission by the Project Manager of invoices in duplicate to the Centre. All invoices must be approved by \_\_\_\_\_ of the National Steering Committee (NSC), Belize.

**4. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Centre considers unsatisfactory.

**5. Liquidated Damages**

If the consultant fails to complete any or all of the Services by the date(s) of completion or perform Related Services within the period specified in the Contract, the Center may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2%) of the contract price for each week or part thereof of delayed until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Center may terminate the Contract pursuant to Clause 12 of this contract.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Centre's business or operations without the prior written consent of the Centre.

**7. Project Administration**

Coordinator.

The Centre designates \_\_\_\_\_ of NSC as the Centre's Coordinator, for the contract, "ESD National Coordinator/Consultant, Belize". The Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and

approval of the reports and of other deliverables on behalf of the Centre and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex B, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3 – “Payment”.

**9. Replacement of Key Experts** Not Applicable.

**10. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, except for pre-owned intellectual property rights, prepared by the Consultant for the Centre under the Contract shall belong to and remain the property of the Centre. The Consultant may retain a copy of such documents and software however will not be allowed to disclose such information with express written approval of the Centre.

**11. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**12. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

**13. Conflict of Interest** The Consultant:

(a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Centre to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.

(b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

(c) Agrees that, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.

(d) Represents and warrants that he/she does not have a business or family relationship with a member of the Centre's staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of:

(i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in an acceptable manner.

**14. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Centre's prior written consent.

**15. Indemnity** The Consultant agrees to indemnify the Centre against any loss, damage or claims arising against the Centre as a result of the actions of the Consultant, his/her/its employees or subcontractors engaged by the Consultant under the Contract

**16. Termination of Contract** Without constituting a breach of contract by either party, the present contract may be terminated for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfilment of the obligations by of the parties, if written notice is sent fifteen days beforehand. In this event, the relationship will be settled and the Consultant paid for services rendered up to the date of submission of the written justification.

**17. Law Governing Contract and Language** The Contract shall be governed by the laws of Belize, and the language of the Contract shall be in English

**18. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Belize.

The parties hereto have caused this Agreement to be executed in accordance with the laws of BELIZE on the day, month and year indicated above.

**SIGNATURE:**

**SIGNATURE:**

.....  
**DR. KENRICK R. LESLIE**  
**EXECUTIVE DIRECTOR**  
**CARIBBEAN COMMUNITY**  
**CLIMATE CHANGE CENTRE**

.....  
**Name of the Consultant**  
**CONSULTANT**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Annex A  
Terms of Reference**

**GLOBAL ENVIRONMENT FACILITY-UNITED NATIONS ENVIRONMENT  
PROGRAMME (GEF-UNEP) ENERGY FOR SUSTAINABLE DEVELOPMENT (ESD)  
IN CARIBBEAN BUILDINGS PROJECT**

**TERMS OF REFERENCE**

**POSITION OPENINGS: BELIZE, GRENADA  
NATIONAL ESD PROJECT COORDINATOR/CONSULTANT**

<b>Recruiter:</b>	<b>Caribbean Community Climate Change Centre</b>
<b>Posted:</b>	<b>1<sup>st</sup> September 2017</b>
<b>Closes:</b>	<b>2<sup>nd</sup> October 2017</b>
<b>Sector:</b>	<b>Energy and Finance</b>
<b>Profession:</b>	<b>Consultant</b>
	<b><u>Locations:</u></b>
<b>BELIZE:</b>	<b>Caribbean Community Climate Change Centre, Belmopan, Belize</b>
<b>GRENADA:</b>	<b>Ministry of Economic Development, Trade, Planning, Cooperatives &amp; International Business, St. George's, Grenada</b>

**1. Introduction**

In April 2013, the Caribbean Community (CARCOM) Climate Change Centre (CCCCC) launched the Global Environment Facility-United Nations Environment Programme (GEF-UNEP) Energy for Sustainable Development in Caribbean Buildings (ESD) Project, aimed at reducing fossil fuel-based per capita electricity consumption in buildings in five Caribbean pilot countries by an average of 20 percent by 2020, and 50 percent by 2050, through the application and use of energy efficient technologies in buildings (including appliances, products, and services) as well the increased use of renewable energy sources in buildings (solar water heaters, photovoltaic systems, etc.). The sustainable development goals are linked to environmental and climate change mitigation and knowledge transfer activities.

The ESD Project is a four-year project costing USD 12,484,500, of which the GEF is financing USD 4,859,000, and the balance is co-financing, with UNEP as the implementing agency, and executed by the CCCCC. The project originally received technical support from the UN Department of Economic and Social Affairs (UNDESA), but was discontinued in 2014. The ESD Project is the region's first attempt to develop a regional project to address the inefficient use of energy in buildings in Caribbean Small Island Developing States (SIDS).

***Goals and Objectives of the Project***

The overarching goal is to develop and implement measures for promoting sustainable energy development within the buildings sector and to reduce greenhouse gas (GHG) emissions and make the energy sector more efficient and increase the use of renewable energy in five (5) pilot countries: **Antigua and Barbuda, Belize, Grenada, Saint Lucia and St. Vincent and the Grenadines.** **Trinidad and Tobago** was one of the five original pilot countries, but withdrew in April 2014, assigning their GEF funding, allowing for the participation of St. Vincent and the Grenadines. It is projected that an emissions intensity reduction of 20 percent of GHG emissions will be achieved in the buildings under the project. Indirect impact following the project completion is expected to scale up to the entire buildings sector in due course in these countries as a result of the standards, codes, policy and legislature, and capacity built that will result from successful implementation.

The overall regional project consists of five (5) national components whose outputs are expected to make a significant contribution to improved use of electrical energy in the participating countries and provide examples of best practices across the region. It consists of various interventions whose outputs will contribute to increasing the markets, addressing financing barriers, and increasing awareness and building capacity.

The project is expected to bring about in the five Caribbean countries: (1) Increased number of successful commercial applications of energy efficiency and conservation in buildings; (2) Expanded market for renewable energy technology (RET) applications for power generation and productive uses; (3) Enhanced institutional capacity to design, implement and monitor energy projects for sustainable development; (4) Availability and accessibility of financing energy efficiency and conservation and renewable energy (RE) projects, and; (5) Increased awareness and knowledge on sustainable energy among key stakeholders. In order to maximize the capacity building impact of the project, each participating country will take the lead in one topic area: (1) Antigua & Barbuda: Public Relations; (2) Belize: ESCO guidelines; (3) Grenada: Monitoring Health, Well-being – surveys, guidelines on improvements; (4) St. Lucia: energy efficient lighting; (5) St. Vincent and the Grenadines: energy efficient equipment standards and building codes. The project has seven components as listed in Table 1.

***Table 1: Project Components and Description***

<b>Component</b>	<b>Description</b>
Component 1	Establish an Assessment and Monitoring System for Energy Efficiency and Renewable Energy in Buildings
Component 2	Strengthening of National Capacity for Energy Efficiency and Renewable Energy
Component 3	Appropriate Financial and Market-based Mechanisms that Support Energy Efficiency
Component 4	Demonstration Program for Sustainable Energy
Component 5	Regulatory Framework to Promote Energy Efficient Buildings, Equipment, and Appliances
Component 6	Regional Public Awareness, Knowledge Management and Sharing, Replication Strategy, and Regional Reporting
Component 7	Project Management

Belize received a grant of USD 999,740, from the GEF for implementation of the Belize National Project. The Ministry of Finance, Public Service, Energy and Public Utilities is the national executing agency.

The CCCCC is seeking the services of a part-time consultant to provide support to the Project, which will be fully in line with UNEP execution procedures. The part-time consultant will assist with coordination of the national project and will liaise with the National Steering Committee and the CCCCC/5Cs Project Management Unit (PMU), in assisting with coordinating the implementation of the annual work plan for the project.

## **2. Background**

Every year, the Caribbean region spends a significant portion of scarce foreign exchange to import liquid petroleum fuels to provide energy services. Except for Trinidad and Tobago, all Caribbean countries import petroleum products for more than 90 percent of commercial energy consumption. All transportation fuels and an estimated 85 percent of all electric power in the Caribbean are generated with liquid petroleum fuel<sup>1</sup>. The national energy situations across the region are characterized by national electric utilities that are either privately owned, publicly owned or at times, a mixture of both. Typically, these companies use either bunker or diesel fuel to produce power. As a consequence, the cost of electricity is, on average, among the highest in the world. Increasing demand for reliable and cost effective electricity supplies is a major challenge for the future economic development of the region. So too is the rising cost of regional fuel imports, which jumped from USD 6.5 billion in 2004, to USD 12 billion in 2007, representing 16 percent and 21 percent of gross domestic product (GDP), respectively<sup>2</sup>.

A defining characteristic of the national energy situation across the region is the high inefficiency in the use of energy resources; it is estimated that the region wastes more than half the available energy in the imported fuels, which results in a very high energy per unit of GDP. A major contributor to the poor energy efficiency is the relatively high percentage of private automobiles that consume significant amounts of fuel while sitting in traffic jams and the poor maintenance practices on vehicles. With the exception of the Jamaica, Guyana, and Barbados (where there is a national oil company that is primarily responsible for imports of petroleum fuels), in the rest of the countries petroleum fuels imports are controlled by the international companies. To comprehensively address the different obstacles to greater widespread acceptance of energy efficiency and conservation measures, the project has adapted a collective approach to address the technical, financial, market, institutional, policy and awareness barriers simultaneously through initiatives in different countries that will provide overall lessons and examples. The ESD will therefore involve a high degree of coordination with related activities of national, regional and international stakeholders.

## **3. Duties and Responsibilities**

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<sup>1</sup> CARILEC.

<http://www.carilec.com/publications/Carilec%20Position%20Paper%20on%20Energy%20Policy%20-%20Final%20Document%20-%202011%20Jan%202008.pdf>

<sup>2</sup> UNDP Energy Paper

The ESD Project National Coordinator/Consultant (NC) will be contracted by the Caribbean Community Climate Change Centre and hosted in a designated agency, as agreed to by the National Steering Committee (NSC). **This position is part-time** and will be funded by the ESD Project under the various activity lines that are to be implemented by the country. Under the direction of the National Steering Committee (NSC) and the Project Technical Coordinator (PTC), the NC shall carry out the following tasks that would be assigned, based on the National Project Document which includes the project budget, and procurement and work plans:

- Serve as the technical focal point for the national level activities of the ESD Project within the designated government agency;
- Responsible for the day-to-day management and implementation of all national project activities;
- Responsible for the formulation and preparation of annual and quarterly work plans and budgets;
- Ensure the achievement of project objectives in accordance with the UNEP Project Document and the country-specific annual and quarterly work plans;
- Assume overall responsibility for all the reporting obligations of the project to the designated host government agency, the NSC and PTC/5CS, including annual work plans and budgets, quarterly progress and financial reports.
- Ensure an effective coordination of all ESD Project activities with all national project partners, particularly those who are implementing and/or funding co-financed activities in the country.
- Coordinate and monitor the national activities described in the work plans.
- Responsible for all project consultation meetings including a national Inception Phase Meeting and meetings of the country team.
- Serve as the national representative to the annual meetings of the ESD Project Regional Coordination Committee.
- Manage all necessary nationally-managed contracts and consultancies in the project, including reviewing consultancy reports.
- Ensure regular and timely receipt of progress reports on the various parallel funded activities of the project at the national level.
- Coordinate in-country studies and activities.
- Provide guidance to contractors and consultants.
- Facilitate liaison and networking between and among the National Steering Committee.
- Foster and establish strong links with all national co-financing activities.
- Assume responsibility for the widespread dissemination of ESD Project best practices and experiences as well as highlighting GEF's and UNEP's roles in the project.
- Ensure that the national level ESD Project activities are consistent with national policies and strategies.

#### **4. Deliverables**

The NC is responsible for the submission of the following deliverables, among others:

- (a) Quarterly Project Progress Reports, and where required, financial reports;
- (b) National meeting and training workshop reports;
- (c) Reports on all nationally-managed project studies and consultancies, and;

(d) Progress reports on the various parallel funded activities of the project at the national level.

## **5. Qualifications & Experience**

The National Coordinator/Consultant shall have the following basic required qualifications and expertise:

- A Bachelor Degree or equivalent in energy, engineering or a related field, EMI Certification an advantage;
- At least 7 years of project management/coordination experience;
- Proven track record of project management/coordination experience with GEF- and UNEP-funded projects or similar national projects; knowledge of the GEF-UNEP ESD Project an advantage;
- Ability to coordinate the work of consultants/sub-contractors;
- Proven ability to work as part of an interdisciplinary team;
- Ability to meet project deadlines;
- Practical experience with renewable energy projects/programmes;
- Excellent interpersonal skills, and;
- Excellent working knowledge of English.

## **6. Criteria for Responsivity**

Interested persons are invited to submit their expression of interest at the address listed below covering the points outlined in the ToR and accompanied by the following application documents:

- a. Letter of Motivation/Expression of Interest of no less than 250 words outlining how your experience, skills, qualifications and professional networks fit with the required job description.
- b. Curriculum Vitae or Resume with full details of experience, achievements, qualifications; and
- c. Contact details of three references including name, telephone number and email address

**A, B and C above are considered the criteria for responsivity and any omission or failure to submit any one of the documents above will result in candidates' CVs not being evaluated.**

## Criteria for Evaluation

<b>Qualifications</b>		<b>Points - 30</b>
1	A Bachelor Degree or equivalent in energy, engineering or a related field	
<b>Experience</b>		<b>Points - 40</b>
2	At least 7 years of project management/coordination experience	20
3	Proven track record of project management/coordination experience with GEF- and UNEP-funded projects or similar national projects	20
<b>Key Competencies</b>		<b>Points - 30</b>
4	Practical experience with renewable energy projects/programmes	10
5	Ability to coordinate the work of consultants/sub-contractors	5
6	Proven ability to work as part of an interdisciplinary team	5
7	Ability to meet project deadlines	5
8	Excellent interpersonal skills, and working knowledge of English	5
<b>Total</b>		<b>100</b>

### Minimum qualifying score - 80%

Successful candidates for the position must exhibit substantial professional experience in the abovementioned working fields.

### 7. Duration and Cost

The Consultant must be available immediately. The duration of the contract is for part-time, over a 7-month period, with renewal subject to successful evaluation. **Remuneration will be negotiated based on experience.**

### 8. Instructions for Submission

Applications should be clearly titled “Application for National ESD Coordinator/Consultant Belize and Grenada” and submitted as PDF files to:

[procurement@caribbeanclimate.bz](mailto:procurement@caribbeanclimate.bz)

Attention: Allison Williams

Procurement Officer

Caribbean Community Climate Change Centre

### 9. Deadline for submission of EoI's and CV's is on or before 2:00pm (GMT-6), Monday 2<sup>nd</sup> October 2017

**Annex B**  
**Consultant's Reporting Obligations**

The Consultant will submit electronically, in Microsoft Word format, the following:

- (a) Quarterly Project Progress Reports, and where required, financial reports;
- (b) National meeting and training workshop reports;
- (c) Reports on all nationally-managed project studies and consultancies, and;
- (d) Progress reports on the various parallel funded activities of the project at the national level.