

**CARIBBEAN COMMUNITY  
CLIMATE CHANGE CENTER**

**(CCCCC)**



**REQUEST FOR PROPOSAL**

**Recruitment of Consultancy Firm for Capacity Building of National  
Designated Authority (NDA) and Preparation of Country Strategic  
Framework - Belize  
Contract #20/2017/GCF/CCCCC**

**August 7<sup>th</sup> 2017**

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**REQUEST FOR PROPOSALS**  
**RFP No: Contract #20/2017/GCF/CCCCC**

*Organization Name:*  
**CARIBBEAN COMMUNITY CLIMATE CHANGE CENTER**

*Title of Consulting Services:*

**Recruitment of Consultancy Firm for Capacity Building of National  
Designated Authority (NDA) and Preparation of Country Strategic  
Framework - Belize  
Contract #20/2017/GCF/CCCCC**

## **SECTION1. Letter of Invitation**

**Contract #20/2017/GCF/CCCCC**

7<sup>th</sup> August 2017

**Caribbean Community Climate Change Center (CCCCC)  
2<sup>nd</sup>. Floor  
L. Nicholas Building  
North Ring Road  
Belmopan City  
BELIZE**

Dear Sir/Madam.

1. The **Caribbean Community Climate Change Centre (CCCCC)** has received funds from the **Green Climate Fund (GCF)** for the purpose of implementing the project **“GCF Readiness Preparation Support Project for the Enhancement of Belize’s Capacity to Access and Deliver International Climate Finance through Targeted Institutional Strengthening”** and intends to apply a part of the proceeds towards payments for the Contract **“Consultancy for Capacity Building of National Designated Authority (NDA) and Preparation of Country Strategic Framework, Belize”**.
2. The CCCCC now invites firms to submit proposals to provide services for the **“Consultancy for Capacity Building of National Designated Authority (NDA) and Preparation of Country Strategic Framework, Belize.”** More details on the services to be provided can be found in the Terms of Reference attached.
3. Request for Proposals for this consultancy will be conducted through the International Competitive Bidding (ICB) procedures and is open to all bidders.
4. A firm will be selected under the **Quality-Based Selection (QBS)** method and procedures described in this RFP.

5. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 – Instructions to Consultants
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract.

6. Interested and eligible consulting firms may obtain further information from *Ms. Allison Williams, Procurement Officer, Caribbean Community Climate Change Centre (CCCCC), Email: [procurement@caribbeanclimate.bz](mailto:procurement@caribbeanclimate.bz), between the hours of 8.00 am to 5.00 pm Monday through Friday, and inspect the Bidding Documents at: <http://caribbeanclimate.bz/>, Opportunities “**Consultancy for Capacity Building of National Designated Authority (NDA) and Preparation of Country Strategic Framework, Belize**”.*

7. Electronic bidding will be permitted. Interested candidates are required to submit their proposal as PDF files, via email **on or before 2:00pm (GMT-6), Wednesday 6<sup>th</sup> September 2017.**

*The address referred to above is:*

*Email: [procurement@caribbeanclimate.bz](mailto:procurement@caribbeanclimate.bz)  
Caribbean Community Climate Change Centre (CCCCC),  
Second Floor, Lawrence Nicholas Building  
Ring Road,  
Belmopan, BELIZE  
Tel. No.: 501-822-1104, 822-1094  
Fax.: No. 501-822-1365*

8. The Caribbean Community Climate Change Centre (CCCCC) reserves the right to accept or reject any tender and to annul the process and reject all tenders at any time prior to the contract signature, without thereby incurring any liability.

**Yours sincerely,**



Allison Williams  
Procurement Officer (Ag.)



## **SECTION 2.**

### **Instructions to Consultants**

#### **Definitions**

- (a) “Centre” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Centre under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Centre’s country.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Centre to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Centre for the selection of Consultants, based on the SRFP.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Centre as a guide for the preparation of the RFP.

- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Centre and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The **Caribbean Community Climate Change Centre**, will select a consulting firm/organization (the Consultant) from those who respond to publication for the submission of proposals, in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment **“Capacity Building of National Designated Authority (NDA) and Country Strategic Framework, Belize”**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local and regional conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local and regional conditions, Consultants are encouraged to visit the Centre before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Centre’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Centre will provide, on a timely basis, at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The

Centre is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

**Conflict of Interest**

1.6 The Centre's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Centre's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

(i) A firm that has been engaged by the Centre to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Centre. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a

Consultant assisting a Centre in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Centre's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Centre throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Centre, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Centre shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Centre to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Centre by the Consultant as part of his technical proposal.

**Unfair Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Centre shall make available to all shortlisted Consultants together with this RFP all information that would in that respect

give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.7 The Centre requires that all Consultants adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Centre:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Centre, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will cancel the contract if it determines at any time that representatives of the Centre and/or the engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract.
- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated

period of time, to be awarded a contract by the Centre if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract; and

- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Consulting Services** 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Centre's country prohibits commercial relations with that country; or
  - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Centre's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only one Proposal** 1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity** 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Centre will make its best effort to complete negotiations within this period. Should the need arise, however, the Centre may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability

of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

- |  |      |   |
|--|------|---|
| <b>Eligibility of Sub-Consultants</b>                  | 1.13 | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.  |
| <b>2. Clarification and Amendment of RFP Documents</b> | 2.1  | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Centre's address indicated in the Data Sheet. The Centre will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Centre deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
|  | 2.2  | At any time before the submission of Proposals, the Centre may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Centre may, if the amendment is substantial, extend the deadline for the submission of Proposals.   |
| <b>3. Preparation of Proposals</b>                     | 3.1  | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Centre, shall be written in the language (s) specified in the Data Sheet.  |
|  | 3.2  | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.  |
|  | 3.3  | While preparing the Technical Proposal, Consultants must give particular attention to the following:  |

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Centre if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Language**

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Centre's national language.

**Technical Proposal Format and Content**

3.4 Consultants are required to submit a Simplified Technical Proposal (STP). Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (f) using the attached Standard Forms (Section 3). Paragraph

(b) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the STP all comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following subparagraph 3.4 (b) (ii)).

(b) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(d) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(f) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Centre under the Contract. The Centre will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Centre may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The

authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical AND Financial Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE the date specified in the Instruction to Consultants.**” The Centre shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Centre no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. Any proposal received by the Centre after the deadline for submission shall be returned unopened.
- 4.6 The Centre shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

**5. Proposal Evaluation**

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Centre on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Centre in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation of Technical Proposals**

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening  
and Evaluation  
of Financial  
Proposals  
(Least Cost  
Selection LCS)**

- 5.3 After the technical evaluation is completed the Centre shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Centre shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The names of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.
- 5.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under paragraph 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.6 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among

those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**6. Negotiations**

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Centre proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**Technical negotiations**

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Centre and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Centre to ensure satisfactory implementation of the assignment. The Centre shall prepare minutes of negotiations which will be signed by the Centre and the Consultant.

**Financial negotiations**

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Centre’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Centre with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Centre expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Centre will require assurances that the Professional staff will be actually available. The Centre will not consider substitutions

during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- |                                       |     |  |
|---------------------------------------|-----|--|
| <b>Conclusion of the negotiations</b> | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Centre and the Consultant will initial the agreed Contract. If negotiations fail, the Centre will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.   |
| <b>7. Award of Contract</b>           | 7.1 | After completing negotiations the Centre shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Centre shall return the unopened Financial Proposals to the unsuccessful Consultants.  |
|                                       | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.   |
| <b>8. Confidentiality</b>             | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal. |



**Instructions to Consultants**  
Data Sheet

Paragraph Reference	Instructions
1.1	<p>Name of the Client: <b>Caribbean Community Climate Change Center (CCCCC)</b> <b>2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road,</b> <b>Belmopan City, Belize</b></p> <p>Method of selection: <b>Quality-Based Selection (QBS)</b></p>
1.2	<p>Consultant is required to submit a <b>Technical AND Financial Proposal</b></p> <p>Name of the assignment is: <b>“Capacity Building of National Designated Authority (NDA) and Country Strategic Framework, Belize”.</b>”</p>
1.3	<p>A pre-proposal conference will be held: <i>No</i></p> <p>For inquiries the Centre’s representative is: <i>Allison Williams, Procurement Officer</i></p> <p style="text-align: center;"><i>Caribbean Community Climate Change Center (CCCCC)</i> <i>2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road,</i> <i>Belmopan City, Belize</i> <i>Email: <a href="mailto:procurement@caribbeanclimate.bz">procurement@caribbeanclimate.bz</a></i> <i>Telephone: (501) 822-1104/1109 Facsimile: (501) 822-1385</i></p>
1.4	The Centre will provide the following inputs and facilities: <b>Nil</b>
1.5	The Centre is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the consultant
1.6	Conflict of Interest -The Centre’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Centre’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
1.6.1 (iii)	Conflicting relationship - A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Centre’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this

	relationship has been resolved in a manner acceptable to the Centre throughout the selection process and the execution of the Contract.
<b>1.12</b>	Proposals must remain valid <b>90</b> days after the submission date, i.e. until: <b>4<sup>th</sup> December 2017</b>
<b>2.1</b>	<p>Clarifications may be requested no later than <b>10 days</b> before the submission date at the following address:</p> <p style="text-align: center;"><i>Email: <a href="mailto:procurement@caribbeanclimate.bz">procurement@caribbeanclimate.bz</a></i>  <i>Caribbean Community Climate Change Center (CCCCC)</i>  <i>2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road,</i>  <i>Belmopan City, Belize</i>  Telephone: <b>(501) 822-1104/1109</b> Facsimile: <b>(501) 822-1385</b></p>
<b>3.1</b>	Proposals shall be submitted in the following language: <b>English</b>
<b>3.3 (b)</b>	Total amount available for this activity: <b>US\$115,000</b> ( <i>exclusive of accountable expenses</i> )
<b>3.4</b>	<p>The format of the Technical Proposal to be submitted is: <b>Full Technical Proposal (FTP)</b></p> <p style="text-align: center;"><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7</li> <li>(9) TECH-8</li> </ol> <p>Methodology proposed must be based on a clear rationale for the approach.</p>
<b>3.6</b>	<p>The Financial Proposal shall be prepared using the Standard Forms (Section 4).</p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-5</li> </ol> <p>In order to demonstrate competitive fee rates and expenses in relation to the market and to demonstrate Value for Money all costs associated with the assignment, including fees and</p>

	<p>expenses where appropriate shall be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p><b>Consultants will be accountable for all additional expenses.</b></p>												
3.7	<p>Amounts payable by the Centre to the Consultant under the contract to be subject to local taxation: <b>No</b> (a) <b>The Consultant is responsible for paying his/her own taxes.</b></p>												
3.8	<p>Consultant to state all cost in US currency: <b>Yes</b></p>												
4.0	<p><b>Submission will be done electronically and must be clearly identified as: “Recruitment of Consultancy Firm for Capacity Building of National Designated Authority and Preparation of Country Strategic Framework, Belize”.</b></p> <p>Technical Proposal and Financial Proposal <b>must be submitted as two (2) separate PDF files</b> to the address below <b><u>on or before 2:00pm (GMT-6), Wednesday 6<sup>th</sup> September 2017</u></b> :</p> <p><i>Email: <a href="mailto:procurement@caribbeanclimate.bz">procurement@caribbeanclimate.bz</a> Caribbean Community Climate Change Center (CCCCC) 2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road, Belmopan City, Belize</i></p>												
5.2	<p><b>Evaluation of Proposals:</b> Criteria, subcriteria, and point system for the evaluation of the Technical Proposals and Financial Proposal are:</p> <table border="1"> <thead> <tr> <th>#</th> <th>Description</th> <th>Weighting</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>Main (Technical )criteria (70 marks total)</b></td> </tr> <tr> <td>A</td> <td>Consultants of the selected firm should possess at least advanced degrees Masters Degree or equivalent ranging, but not limited to Economics, Finance, International Development/Relations, Environmental Science or related fields from recognized and reputable institutions. Ph.D. will be an asset.</td> <td>10</td> </tr> <tr> <td>B</td> <td>The Consultancy Firm should have a minimum of 10 years of experience in capacity development related to climate change development finance and development of national plans and strategies. The quality of suggested consultant/consultants team (including back up support/quality assurance where necessary) and availability of named individuals including national experts. The provider will need to demonstrate that it has sufficiently skilled staff to undertake all aspects of the assignment.</td> <td>15</td> </tr> </tbody> </table>	#	Description	Weighting	<b>Main (Technical )criteria (70 marks total)</b>			A	Consultants of the selected firm should possess at least advanced degrees Masters Degree or equivalent ranging, but not limited to Economics, Finance, International Development/Relations, Environmental Science or related fields from recognized and reputable institutions. Ph.D. will be an asset.	10	B	The Consultancy Firm should have a minimum of 10 years of experience in capacity development related to climate change development finance and development of national plans and strategies. The quality of suggested consultant/consultants team (including back up support/quality assurance where necessary) and availability of named individuals including national experts. The provider will need to demonstrate that it has sufficiently skilled staff to undertake all aspects of the assignment.	15
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	C	The Consultancy Firm should have a minimum of 10 years of experience in capacity development related to climate change development finance and development of national plans and strategies. The quality of suggested consultant/consultants team (including back up support/quality assurance where necessary) and availability of named individuals including national experts. The provider will need to demonstrate that it has sufficiently skilled staff to undertake all aspects of the assignment	10
		The professional expertise and background of the consultant firm should well cover the requirements of tasks defined in this TOR. Adherence to ToR's specifications and related requirements: a clear understanding of required deliverables.	
	D	Robust, relevant and appropriate proposed approach and methodology including new ideas and use of mixed methods for review and evaluation given potential constraints (e.g. aggregation across focus areas, project level success etc.). Awareness of benefits and limitations of different techniques	15
	E	Demonstrated knowledge of GCF modalities and procedures, including reporting requirements and guidelines Demonstrated engagement with Country Strategic Frameworks, and/or related document development In depth understanding of climate finance issues, at the international and regional scales, with knowledge of the current climate finance architecture of the Green Climate Fund. Experience working with a cross-section of stakeholders, including senior government officials in small and vulnerable states (SIDS and LDCs), donor governments and organisations, as well as regional organizations.  Experience in working in the Caribbean region will be an advantage.	15
	F	Writing skills and language proficiency	5
	<b>Commercial criteria (30 marks total)</b>		
	G	Competitive fee rates and expenses in relation to the market and demonstration of Value for Money.	15
	H	Clear and effective financial plan to deliver output based deliverables and key performance measures	5
	I	Financial approach and methodology for ensuring the requirements will be delivered on time and in line with agreed costs, highlighting any financial risks.	10
		<b>Total</b>	<b>100</b>
	<b><i>Required Minimum Technical Score 60 points</i></b>		
<b>5.7</b>	The formula for determining the financial scores is the following: <b>N/A</b>		
<b>6.1</b>	Expected date and address for contract negotiations: <b>To be determined after confirmation of availability of professional staff</b>		

<b>7.2</b>	Expected date for commencement of consulting services: <b>September 2017</b>  <b>Please be advised that an advance payment bond will be required in order to qualify for an advance payment. Annex I – Draft Advance Payment Bond</b>
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## SECTION 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

### Checklist of Required Forms

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
√	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
	"√" If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	"√" If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant's Organization and Experience.	
√		TECH-2A	A. Consultant's Organization	
√		TECH-2B	B. Consultant's Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Centre.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Team Composition and Task Assignment	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√		TECH-7	Staffing Schedule	
√		TECH - 8	Work schedule	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

## Form TECH-1 Technical Proposal Submission Form

---

*Belize, Central American  
7<sup>th</sup> August 2017*

To: *Caribbean Community Climate Change Center (CCCCC)  
2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road,  
Belmopan City, Belize*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the **“Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, Belize.”** in accordance with your Request for Proposal dated 7<sup>th</sup> August 2017 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

*{OR*

*If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Centre.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 1.12.
- (c) We have no conflict of interest in accordance with ITC 1.6 and 1.61 (i-iii).
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Centres’ policy in regard to corrupt and fraudulent practices as per ITC 1.7.

- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 7.2 of the Data Sheet.

We understand that the Centre is not bound to accept any Proposal that the Centre receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached }

---

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]  
2 [Delete in case no association is foreseen.]

Form TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment . Use 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Centre:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or £):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

Form TECH-3 Comments and Suggestions on the Terms of Reference and on  
Counterpart Staff and Facilities to be Provided by the Centre

---

A - On the Terms of Reference

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

Form TECH-4 Description of Approach, Methodology and Work Plan for  
Performing the Assignment

---

Form TECH-5 Team Composition and Task Assignments

---

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6 - Curriculum Vitae (CV) for Proposed Professional Staff

---

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

---

3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

---

6. **Membership of Professional Associations:** \_\_\_\_\_

---

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

---

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

---

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

---

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Assigned Tasks</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Centre: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

### Form TECH-7 Staffing Schedule<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
													<b>Subtotal</b>					
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
N																		
													<b>Subtotal</b>					
													<b>Total</b>					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input  
 Part time input



## **SECTION 4. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses

Form FIN-1 Financial Proposal Submission Form

Belize, Central American  
7<sup>th</sup> August 2017

To: Caribbean Community Climate Change Center (CCCCC)  
2<sup>nd</sup> Floor, L. Nicholas Building, North Ring Road,  
Belmopan City, Belize

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, Belize**” in accordance with your Request for Proposal dated 7<sup>th</sup> August 2017 and our Technical Proposal. Our attached Financial Proposal is for the sum of \_\_\_\_\_ [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

## Form FIN-2 Summary of Costs

---

<b>Item</b>		
	[US Currency] <sup>1</sup>	[Pound Sterling (£)] <sup>1</sup>
Total Costs of Financial Proposal <sup>2</sup>		

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Centre in US Currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3 Breakdown of Costs by Activity<sup>1</sup>

<b>Group of Activities (Phase):</b> <sup>2</sup> _____ _____	<b>Description:</b> <sup>3</sup> _____ _____	
<b>Cost component</b>	<b>Costs</b>	
	<i>[US Currency]</i>	<i>[Pound Sterling (£)]</i>
Remuneration <sup>5</sup>		
Expenses <sup>5</sup>		
Subtotals		

- 1 Form FIN-3 shall be filled at least for the whole assignment. The Consultant shall fill a separate Form FIN-3 for each group of activities. Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.



### Form FIN-5 Breakdown of Expenses<sup>1</sup>

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall be used to establish Value for Money and payments to the Consultant for possible additional services requested by the Centre)

N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[US Currency] <sup>4</sup>	[Pound Sterling (£)] <sup>4</sup>
	Per diem allowances	Day				
	International flights <sup>5</sup>	Trip				
	Other transportation (taxi, water taxi etc)	Trip				
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
Total Costs						

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.

## Sample Form

Consulting Firm:

Country:

Assignment:

Date:

**“Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, Belize”.**

### **Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Consultant's Representations Regarding Costs and Charges

(Expressed in *US Currency*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Field									

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

## **SECTION 5: TERMS OF REFERENCE**

**GCF Readiness Preparation Support Project for the Enhancement of Belize's  
Capacity to Access and Deliver International Climate Finance through  
Targeted Institutional Strengthening**

**Recruitment of Consultancy Firm for Capacity Building of National Designated  
Authority and Preparation of Country Strategic Framework  
Belize**

**MINISTRY OF ECONOMIC DEVELOPMENT AND PETROLEUM**

**JUNE, 2017**

## Outline for Terms of Reference

<b>Project Title:</b>	<b>GCF Readiness Preparation Support Project for the Enhancement of Belize’s Capacity to Access and Deliver International Climate Finance through Targeted Institutional Strengthening</b>
<b>Job Title:</b>	<b>Recruitment of Consultancy Firm for Capacity Building of National Designated Authority and Preparation of Country Strategic Framework</b>
<b>Main Duty Station and Location:</b>	Belize
<b>Mission/s to:</b>	In-country and international travel
<b>Start of Contract (EOD):</b>	1 September, 2017
<b>End of Contract (COB):</b>	02/28/18
<b>Number of Working Months:</b>	Full time 12 months
<b>Type of Contract:</b>	Caribbean Community Climate Change Centre (5C’s)

### BACKGROUND

In the context of an increasing complex and diversified international climate financing landscape, countries need a new set of capacities to enable them to access and make use of available climate finance effectively and efficiently. The Government of Belize (GoB) recognizes the strong demand to establish national mechanisms to ensure that such funds are effectively coordinated, channeled and monitored, and that the results of financed measures can be verified and reported. This is especially critical as the country moves towards a Low Emissions development pathway envisaged in the country’s Vision 2030 Strategy.

Various barriers currently hinder Belize’s full engagement with the Green Climate Fund (GCF) at effectively undertaking its fund-related responsibilities. These include the absence of a fully operational National Designated Authority (NDA) that is a corollary for: (i) Low levels of awareness and understanding among NDA personnel of the operational policies of the Fund, and their respective roles and responsibilities in relation to Guyana’s engagement with the GCF, and (ii) the absence of a strategic tool to support project oversight by the NDA and engagement with the Fund. Belize’s GCF Readiness and Preparatory Support Project therefore seeks to address these critical barriers.

This consultancy should therefore enhance Belize’s readiness to access and deliver international climate finance through targeted institutional strengthening. Thus, the expected outcomes are threefold, (i) strengthened capacities within the NDA to facilitate efficient planning and administration of fund-related responsibilities, (ii) develop operational guidelines for the functioning of the NDA; and (iii) national priorities elaborated through the development and implementation of a Country Strategic Framework

to the GCF. These outcomes will be achieved by examining the existing legislation and where application, drafting of required legal framework for the NDA, delivering training of specialised technical and administrative personnel in order to assist the NDA to effectively execute its mandate, prepare, review, and disseminate user-friendly GCF operational manuals and action plans to key national stakeholders, defining a nationally appropriate process for ascertaining no-objections to funding proposals, and development and elaboration of a Country Strategic Framework of priority interventions for climate change adaptation, mitigation aligned with Belize's vision for a low carbon climate resilient economy for engaging with the GCF.

### **OVERALL OBJECTIVES**

The GCF is supporting readiness through institutional strengthening of capacities of Belize's National Designated Authority (NDA) to effectively fulfil its roles and responsibilities to prepare country programmes through a multi stakeholder engagement process. To this end the overall objective is:

- To enhance Belize's readiness to access and deliver international climate finance through targeted institutional strengthening.

### **SPECIFIC OBJECTIVES**

1. Strengthening the capacities within Belize's National Designated Authority (NDA) to facilitate efficient planning and administration of fund-related responsibilities;
2. Develop operational guidelines for the effective engagement of the NDA with the GCF; and
3. Preparing a Country Strategic Framework for Belize's Engagement with the Green Climate Fund, including a country programme.

### **Specific Tasks and Responsibilities**

1. Develop guidelines for the efficient functioning of the NDA to perform its roles and responsibilities.
2. Train NDA Personnel (and those identified by the NDA) in operational modalities of the GCF and roles and responsibilities.
3. Provide capacity building training for NDA Personnel and Sector Agencies for climate change mainstreaming in planning and budget.
4. Review existing legislation and drafting of legislative framework where applicable for operationalisation of the NDA.
5. Define and elaborate a nationally appropriate process for ascertaining no-objections for submission of proposals for funding from the GCF.
6. Develop and elaborate Belize's Country Strategic Framework for the GCF, including a country programme that identifies a portfolio of short term and longer term priority projects for funding.

7. Design and implement a public awareness campaign on GCF operational modalities, as well as the role, functions and operation of the, and the governance structure for decision-making and no objection.
8. Develop a monitoring, evaluation and learning framework.

**Results Expected:**

1. Capacity to coordinate across stakeholders and facilitate effective consultation and communication are enhanced.
2. Knowledge on climate and finance priorities is strengthened.
3. System for reviewing proposals and issuing recommendations or no-objections are established.
4. Capacity and systems to monitor, evaluate and report on the activities of the Fund and other relevant finance mechanisms and institutions are established.
5. Information, including in local languages, on procedures of the Fund to disseminate to stakeholders in the country.
6. Engagement of private sector, civil society, government and local stakeholders on priorities for engagement with the Fund.
7. Country programming document developed and published in adherence with the initial guidance from the Fund.
8. Monitoring, reporting and learning framework developed and approved.

**Deliverables**

1. An inception report outlining the workplan for the duration of the engagement of the consultancy firm
2. Training workshop for NDA personnel held
3. Detailed report outlining the capacity building activities delivered to the NDA personnel; inclusive of succinct materials developed to accompany training activities, analysis of the pre- and post-assessment of participants' capacity, participants' list, workshop agenda and all presentations delivered during the Training Workshop.
4. Stocktake on legislative framework for operation of the NDA and drafting of legislation where applicable for formal operationalization of the NDA
5. Final Draft Terms of Reference for National GCF Steering Committee
6. M&E Framework developed
7. All Manuals for engaging with the GCF in a fit for purpose approach completed
8. A minimum of four (4) Stakeholder Meetings conducted over the period and Minutes completed;
9. Priority Setting Stakeholder Consultation Workshop held and a Report outlining the workshop's proceedings, inclusive of participants' lists, agenda, and presentations delivered;
10. Draft Country Strategic Framework developed, including a country programme
11. Draft monitoring, evaluation and learning framework;

12. Validation Workshop held and a Report outlining the workshop's proceedings completed;
13. Public awareness Campaign on GCF operational modalities, role functions and operation of the NDA and governance structure for decision making and no objection completed;
14. Final draft Country Strategic Framework completed, including a country programme; and
15. Final monitoring, evaluation and learning framework.

### **Location and Duration of Assignment**

This project will be spread over a period of one year from **September 2017 through August 2018. Time can be spread between home based and in Belize. Note at least 60% of the contracted days will be required in Belize.**

### **Management Arrangement**

The consultancy is commissioned by the Caribbean Community Climate Change Centre (CCCCC). The Consultant will report to CCCCC for contractual and administrative purposes. Members of the project core team from the Ministry of Economic Development and Petroleum (MEDP) will provide additional technical advice and inputs, overall coordination and oversight for this consultancy. The Consulting Firm will liaise with everyone from the project core team but will ultimately report to MEDP and the CCCCC. Payment arrangement can be stated in the following way: Payment will be made in four (4) instalments (i) 20% after contract signature and delivery of inception report and detailed workplan (deliverable 1); (ii) 30% at completion and acceptance of all the institutional capacity related activities (Deliverables 2-9) (iii) 30% on acceptance of the draft Country Strategic Framework, and the completion of the consultations (Deliverable 10-12), and (iii) 20% after acceptance of all final deliverables (deliverables 13 - 15).

### **Qualifications and Experience**

#### **Functional Competencies:**

- Highly developed coordination skills
- Strong analytical skills, and ability to rapidly analyze and integrate diverse information from varied sources
- Computer literate.
- Identifies priority activities and assignments.
- Teamwork - excellent interpersonal, organizational and management skills and ability to work within multi-disciplinary teams.

#### **Development and Operational Effectiveness:**

- Able to manage complex problems proactively and effectively;
- Ability to operate effectively in a changing, complex and under-stress environment;
- Consistently approach work with energy and a positive, constructive attitude;

- Proven organizational and communication skills;
- Demonstrate strong oral and written communication skills;
- Demonstrate openness to change and ability to manage complexities.
- Strong analytical skills.
- Strong interpersonal and communication skills

**Professional Experience:**

- The Consultancy Firm should have a minimum of 10 years of experience in capacity development related to climate change development finance and development of national plans and strategies.
- Demonstrated knowledge of GCF modalities and procedures, including reporting requirements and guidelines
- Demonstrated engagement with Country Strategic Frameworks, and/or related document development
- In depth understanding of climate finance issues, at the international and regional scales, with knowledge of the current climate finance architecture of the Green Climate Fund.
- Experience working with a cross-section of stakeholders, including senior government officials in small and vulnerable states (SIDS and LDCs), donor governments and organisations, as well as regional organizations.
- Experience in institutional and skill-based capacity development.
- The professional expertise and background of the consultant firm should cover the requirements of tasks defined in this TOR.

**Educational Qualifications:**

- Consultants of the selected firm should possess at least advanced degrees (Master’s Degree or equivalent) ranging, but not limited to Economics, Finance, International Development/Relations, Environmental Science or related fields from recognised and reputable institutions. Ph.D. will be an asset.

**Evaluation Criteria**

**Responsive candidates will be evaluated as per the evaluation scale below:**

**Technical Qualifications Evaluation Criteria**

#	Description	Weighting
<b>Main (Technical )criteria (70 marks total)</b>		
A	Consultants of the selected firm should possess at least advanced degrees Masters Degree or equivalent ranging, but not limited to Economics, Finance, International Development/Relations, Environmental Science or	10

	related fields from recognized and reputable institutions. Ph.D. will be an asset.	
B	The Consultancy Firm should have a minimum of 10 years of experience in capacity development related to climate change development finance and development of national plans and strategies. The quality of suggested consultant/consultants team (including back up support/quality assurance where necessary) and availability of named individuals including national experts. The provider will need to demonstrate that it has sufficiently skilled staff to undertake all aspects of the assignment.	15
C	The professional expertise and background of the consultant firm should well cover the requirements of tasks defined in this TOR. Adherence to ToR's specifications and related requirements: a clear understanding of required deliverables.	10
D	Robust, relevant and appropriate proposed approach and methodology including new ideas and use of mixed methods for review and evaluation given potential constraints (e.g. aggregation across focus areas, project level success etc.). Awareness of benefits and limitations of different techniques	15
E	Demonstrated knowledge of GCF modalities and procedures, including reporting requirements and guidelines Demonstrated engagement with Country Strategic Frameworks, and/or related document development In depth understanding of climate finance issues, at the international and regional scales, with knowledge of the current climate finance architecture of the Green Climate Fund. Experience working with a cross-section of stakeholders, including senior government officials in small and vulnerable states (SIDS and LDCs), donor governments and organisations, as well as regional organizations. Experience in working in the Caribbean region will be an advantage.	15
F	Writing skills and language proficiency	5
<b>Commercial criteria (30 marks total)</b>		
G	Competitive fee rates and expenses in relation to the market and demonstration of Value for Money.	15
H	Clear and effective financial plan to deliver output based deliverables and key performance measures	5
I	Financial approach and methodology for ensuring the requirements will be delivered on time and in line with agreed costs, highlighting any financial risks.	10
	<b>Total</b>	<b>100</b>

**Required Minimum Technical Score 60 points**

### **Application Process and Deadline**

Interested firms are required to submit the documents listed in the Request for Proposal (RFP), Instruction to Consultants, 3.4 and 3.6 (page 22) on or before the deadline. Each submission should include the name and address of the firm and shall be clearly identified as: **“Recruitment of Consultancy Firm for Capacity Building of National Designated Authority and Preparation of Country Strategic Framework, Belize”**.

**Technical Proposal and Financial Proposal must be submitted as two (2) separate PDF files, via email to: [procurement@caribbeanclimate.bz](mailto:procurement@caribbeanclimate.bz)**

**The deadline for the submission of proposals is on or before 2:00pm (GMT-6), Wednesday 6<sup>th</sup> September 2017.**

For queries regarding the Procurement documents and submission process, email:

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

Attention: Ms. Allison Williams

Procurement Officer (Ag.)

Caribbean Community Climate Change Centre

## SECTION 6: CONTRACT

### Contract ##20/2017/GCF/CCCCC

THIS CONTRACT (“Contract”) is entered into this \_\_\_\_\_, September 2017 by and between 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 \_\_\_\_\_.

WHEREAS, the Centre wishes to have the Consultant undertake the **Consultancy for Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, Belize** (*hereinafter referred to as “the Services”*), and

WHEREAS, the Consultant is willing and able to perform these services related to the “Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, 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 provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
- (iii) The Consultant shall submit to the Centre the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

#### 2. Term

The Consultant shall perform the Services during the period of twelve (12) months commencing \_\_\_\_\_, September 2017 and continuing through to the \_\_\_\_\_ of August 2018, or any other period as may be subsequently agreed by the parties in writing.

#### A. Ceiling

#### 3. Payment

For Services rendered pursuant to Annex A, the Centre shall pay the Consultant an amount not to exceed [*US in words and numbers*]. This amount includes [*US in numbers*] as

Professional fees inclusive of expenses necessary to carry out the work. This amount has been established based on the understanding that it includes all of the consultant's non-travel related costs and profits as well as any tax obligation that may be imposed on the consultant. In addition, travel related accountable expenses are estimated at *[US in numbers]*.

B. Schedule of Payments

The schedule of payments is specified below:

**20%** valued at USD\$ upon the Centre's receipt and acceptance of **an advance payment security in the same amount and Deliverable 1, (an inception report and a work plan acceptable to the Centre and MEDP within three (3) weeks)** of signing of the contract by the Consultant;

**30%** valued at USD\$ upon the **completion of Deliverables 2-9 (all the institutional capacity related activities)**;

**30%** valued at USD\$ upon the Centre's receipt and acceptance of **Deliverable 10-12, (the draft Country Strategic Framework, and consultations completed)**.

**20%** valued at USD\$ upon the Centre's receipt and acceptance of **Deliverables 13 – 15 (all final deliverables)**.

**100% Total**

C. Payment Conditions

Payment shall be made in **United States Dollars**, no later than 30 days following submission by the Consultant of invoices in duplicate to the Executive Director of the CCCCC.

**1. Advance Payment Guarantee**

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

- (1) An advance payment of **20% of the contract amount** shall be made within **three (3) weeks** after the receipt of an advance payment guarantee by the Consultant.
- (2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.

- (3) The bank guarantee will be released upon acceptance of the final evaluation report

**5. 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.

**6. 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.

**7. 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.

**8. Project Administration** Coordinator.

The Centre designates \_\_\_\_\_, **Ministry of Economic Development and Petroleum (MEDP)**, as the Coordinator, for the contract, "Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, 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** Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 10. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, 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:**

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

.....  
**CONSULTANT**

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

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

DRAFT

**ANNEX I**  
Bank Guarantee for Advance Payment

**Guarantor:** \_\_\_\_\_ [*insert commercial Bank's Name, and Address of Issuing Branch or Office*]

**Beneficiary:** \_\_\_\_\_ [*insert Name and Address of Centre*]

**Date:** \_\_\_\_\_ [*insert date*]\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [*insert number*]\_\_\_\_\_

We have been informed that \_\_\_\_\_ [*name of Consultant or a name of the Joint Venture, same as appears on the signed Contract*] (hereinafter called "the Consultant") has entered into **Contract #20/2017/GCF/CCCCC** dated \_\_\_\_\_ [*insert date*]\_\_\_\_\_ with the Caribbean Community Climate Change Centre (hereinafter called "the Centre") for the provision of consultancy services for the **“Capacity Building of National Designated Authority (NDA) and Preparation of the Country Strategic Framework, Belize** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [*insert amount in figures*] (\_\_\_\_\_) [*amount in words*] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Centre any sum or sums not exceeding in total an amount of \_\_\_\_\_ [*amount in figures*] (\_\_\_\_\_) [*amount in words*]<sup>1</sup> upon receipt by us of the Centre's complying demand supported by the Centre's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ [*name and address of bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Centre.

invoices marked as “paid” by the Centre which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of [month], [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Centre would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Centre might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Centre’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”