

Caribbean Community Climate Change Centre (the Centre) 3rd Floor, David L. McKoy Business Center, Bliss Parade, PO Box 563 City of Belmopan, Belize Tel: +(501)822-1104/1094 www.caribbeanclimate.bz

REQUEST FOR QUOTATIONS- RELAUNCH

Contract Tittle:	Supply an 18" Flow Meter for the Vanard Intake, St. Lucia
Contract No:	Contract#30/2022/EU-GCCA/CCCCC
Publication Ref:	EU-GCCA/SUP/12/FLOW METER (2)
Date of Issue:	March 8, 2022
Submission Deadline	on or before 5:00 pm Belize Time (GMT-6), Tuesday March 29 th
Destination of Goods:	Port of Castries, St Lucia
Beneficiary	The Water and Sewerage Company (WASCO) Inc.

Dear Sir/Madam,

- 1. The **Caribbean Community Climate Change Centre (the Centre)** has received financing from the European Union for the implementation of the project *Enhancing Climate Resilience in CARIFORUM Countries (FED/2018/404-539)* and intends to apply a part of the proceeds towards a contract for the *Supply of an 18" Flow Meter for the Vanard Intake, St Lucia.*
- 2. The Centre now invites bids from eligible bidders for the *Supply of a 18" Flow Meter for the Vanard Intake, St Lucia. Contract#30/2022/EU-GCCA/CCCCC.*
- 3. Quotations are to comply with the enclosed documents making up this RFQ:
 - Section 1: Instructions to Bidders
 - Section 2: Form of Quotation (for completion)
 - Section 3: Bidders Information Form (for completion)
 - Section 4: Prices and Schedules for Supply (for completion)
 - Section 5: Technical Specifications Required and Offered (for completion)
 - Section 6: Form of Contract [for information only]
 - Section 7: Letter of Acceptance [for information only]
 - Section 8: Other Forms (for completion)

ex5.52

T. Sanderson Procurement Officer

Bidder Check list for submission documents:

	Document	YES	NO
1	Completed Section 2: Form of Quotation		
2	Completed Section 3: Bidders Information showing Historic information on contracts: of a similar nature and value;		
	Contact information for persons who received the supply		
3	Completed Section 4: Prices and Schedules for Supply		
4	Completed Section 5: Technical Specifications (Required and Offered)		
5	Pictures and brochures for items quoted		
6	Copy of Certification of Registration and VAT / GST Certificate, if relevant		
7	Proofs requested at b3. Selection Criteria		
8	Manufacturer Authorization certificate		
9	Warranty Certificate Statement		
10	Other forms: Tenderers Declaration		
11	Other forms: Completed Banking Information Form		

REQUEST FOR QUOTATIONS Supply of an 18" Flow Meter for the Vanard Intake, St Lucia.

SECTION 1. INSTRUCTIONS TO BIDDERS

The Caribbean Community Climate Change Centre (the Centre) has received financing from the European Union for the implementation of the project *Enhancing Climate Resilience in CARIFORUM Countries (FED/2018/404-539)* and intends to apply a part of the proceeds towards a contract for the Supply of an 18" Flow Meter for the Vanard Intake, St Lucia.

(a) <u>Scope of Goods</u>: The Caribbean Community Climate Change Centre ['the Centre'] hereby invites Bidders to submit Quotations for the following Goods:

#	ITEM	QUANTITY
1	Flowmeter system, full bore, remote mount. Bore diameter: 18 inches, or 450 mm Temperature range installation / ambient temperature range: -20 to 60°C (-4 to 140°F). Signal cable length: 10 m (30 ft.) Protection class transmitter / protection class sensor: IP67 (NEMA 4X) / IP68 (NEMA 60) – cable fitted and potted. Power supply: 100 – 230 V AC (50 Hz)	1

(b) <u>Eligibility</u>

b1: Eligibility of Bidder: To be eligible to submit a quote, Bidders MUST meet the criteria detailed below:

- i) Participation in tender procedures managed by the beneficiary(ies) is open on equal terms to all natural who are nationals of and legal persons (participating either individually or in grouping-consortium- of tenderers) effectively established in a Member State or a country, territory or region mentioned as eligible by the relevant regulation/basic act governing the eligibility rules for the grant as per Annex A2a to the EU practical guide <u>a2a_ecprogrammes_eligibility2014_2020_en.docx</u>. Tenderers must state their nationality in their tenders and provide the usual proof of nationality under their national legislation
- ii) Bidders must not be, or have been, associated with the organization that prepared for the Centre the design or specifications of the Goods.
- iii) At the time of submitting a Quote, a Bidder MUST be registered on the Centre's Bidders' Data Base and not be in an ineligible/suspended state by the Centre, as noted on its Data Base - refer: <u>https://www.caribbeanclimate.bz/invitation-for-consultants-</u> <u>and-suppliers-to-register/.</u>
- iv) Must not be subject to EU restrictive Measures in accordance with <u>2. Basic rules EXACT</u> <u>External Wiki - EN - EC Public Wiki (europa.eu)</u>. The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the DG FISMA and published on the following website: <u>www.sanctionsmap.eu</u>

b2. Origin of Goods: Goods (per Lot in Supplies) can originate from any country if valued below Euro 100,000. No certificate of origin is required.

b3. Selection Criteria

In addition, the following qualification criteria will be assessed:

	Criteria	Proofs Required
1.	Financial: the financial situation of the	1.1 Provide Line of Credit for USD equal to
	company stable.	the value of the goods or a Letter of Good
		Standing from your Bank.
2.	Professional: has a professional certificate	2.1Manufacturers Authorization certificate.
	appropriate to this contract	(if not manufacturer)
		2.2 Authorised dealer for the supply and/or
		certificate in the maintenance, after sales
		service of such supplies.
		2.3 At least three (3) staff currently work for
		the tenderer in fields related to this contract.
3.	Technical: The candidate has implemented	Provide historic information on contracts:
	at least three (3) supply contracts in similar	of a similar nature and value and include
	nature and size with a cumulative budget of	contact information for persons who
	at least USD 15,000 in supply of	received the supply.
	Flowmeters which were implemented at any	
	moment during the reference period: (last	
	five years), with authority to distribute such	
	Pumps and provide aftersales support and	
	services (Authorised Distributor)	

(c) Prices:

- (i) Bidders MUST quote for ALL items. The Contract will be governed by the terms and conditions of the attached Form of Contract or where applicable, a Purchase Order will be issued.
- (ii) Prices should be quoted 'Carriage and Insurance Paid to' [CIP] for Goods imported to the *Port of Castries, St. Lucia or* 'Ex-Works' [EXW] for domestically supplied goods, according to INCOTERMS, 2011.
- (iii) The Centre enjoys exemption from taxes and duty; therefore, the quoted price shall NOT include customs duty, import and any other taxes or fees, applicable to goods imported in St. Lucia.
- (iv) <u>Prices must be quoted in United States Dollars (USD)</u>. Payment will be made in USD.
- (v) The Centre reserves the right at the time of Contract / Purchase Order finalisation to increase or decrease the quantity of Goods originally specified without any change in unit prices or other terms and conditions.
- (d) <u>Alternative Options</u>: The Bidder may offer more than one brand/model in its bid, provided that it demonstrates to the Centre's satisfaction that the substitutes ensure substantial equivalence to those designated in the Technical Specification.
- (e) <u>WARRANTY</u>: Goods offered should be covered by Manufacturers Commercial Warranty from the date of delivery to *St. Lucia*. Please specify warranty period and terms in detail your offer.
- (f) **Errors:** In assessing the Quotations, the Centre will adjust for any arithmetical errors as follows:
 - i. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

ii. where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.Bidders refusing to accept the corrections will result in the Quotation being rejected.

(g) **Evaluation Criteria**: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their CIP/EXW price (plus any price quoted for delivery to the place of destination.

The following additional criteria will be used to evaluate the offers, where applicable:

- the Supplier's after sales services such as training, maintenance and availability of parts. *not applicable*
- the quality and technical suitability of the product vis-à-vis the specifications and its robustness. *not applicable*
- The life cycle costs.- *not applicable*

(h) **Ouotation Submission and Deadline:**

- a. The following documents should be submitted duly signed by the Bidder's authorised representative
 - Section 2: The Form of Quotation
 - Section 3: Prices & Schedules for Supply
 - Section 4: Technical Specifications

Submission procedure is detailed at paragraph (q).

- b. In addition, all Bidders must submit:
 - pictures and brochures for items quoted;
 - a copy of their Certification of Registration and VAT / GST Certificate, if relevant
- (i) <u>Ouote Validity</u>: Bidders' Quotations shall be valid for a period of thirty-five [35] calendar days from the deadline for submission, that is until *Tuesday, 3 May 2022*.
- (j) **Failure to Honour Ouote:** If a Bidder withdraws its Quotation during the validity period and/or refuses to accept the award of a Contract when and if awarded, then the Bidder will be excluded from Bidding (either as a prime or sub-supplier) on any of the Centre's solicitations for a period of twelve (12) months.
- (k) <u>Contract Award</u>: The Centre will award the Contract to the Bidder whose Quotation has been determined to be substantially responsive to this Request for Quotation and who has/have offered the lowest evaluated price Quotation. The Contract will be governed by the terms and conditions of the attached Form of Contract, or a Purchase Order, where applicable.
- (1) <u>Notification of Award</u>: The Bidder whose Quotation has been accepted will be notified of the award of a Contract through the Letter of Acceptance issued by the Centre.
- (m) <u>Cost of Ouotations</u>: Bidders shall bear all costs associated with the preparation and submission of their Quotations, and the Centre will in no case be responsible or liable for those costs. The Centre reserves the right to reject any or all quotations and to annul this process at any time prior to the award without thereby incurring any liability.
- (n) <u>Additional Information</u>: If any additional information is required about this RFQ, it must be requested in writing no later than five (5) business days before the Quotation submission deadline, by email to **tjohnston@caribbeanclimate.bz**.

Any additional information that would benefit all Bidders will be posted on the Centre website at . <u>https://www.caribbeanclimate.bz/blog/category/procurement/</u>.However, the source of the request will not be disclosed.

(o) **Debriefing**: Unsuccessful Bidders may request the Project Procurement Officer to provide a debriefing. Such Bidders can learn why their quotations were unsuccessful and the name of the successful Bidder.

(p) The Centre's electronic-procurement system shall be used to manage the submission, withdrawal, substitution, or modification of Bids.

Bidders must first register by creating a <u>Username</u>, profile and password before accessing the bid submission form at the URL: <u>www.caribbeanclimate.bz/bid-submission</u>.

- 1. Prior to Bid Submission, Bidders will be required to complete the bid submission form with fields that include:
 - ii. Name of Bidder (Company):
 - iii. Contract Reference:
 - iv. Contract Title:
 - v. Name and Email address of uploader
- 2. Bidders can upload up to **2 files maximum** in one submission with maximum file size of 60 MB per file. The following types of files are currently allowed: JPEG, PNG, JPG, GIF, PDF, DOC, DOCX, PPT, PPTX, EXCEL and ZIP.
- 3. An automatic receipt time stamped email will be sent to the uploader's email account as a receipt and proof of submission.
- 4. Each submission will be given a confirmation number.

(q) <u>Submissions of Bids.</u>

- i) Bids should be addressed to Colin Young (PhD), Executive Director, Caribbean Community Climate Change Centre
- ii) *Bids must be uploaded as one (1) PDF file to* <u>http://www.caribbeanclimate.bz/bid-submission/</u>.

The deadline for submission of bids is on or before 5:00 pm Belize Time (GMT-6), Tuesday March 29th2022

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

SECTION 2 - FORM OF QUOTATION

[Bidder letterhead]

FORM OF QUOTATION

[Date]

To: **Caribbean Community Climate Change Centre**, 3rd Floor, David L McKoy Business Centre Bliss Parade, Belmopan City, BELIZE

We confirm that we are an eligible Bidder (as defined in RFQ Section 1) and we offer to execute the contract for the supply of _______(state Lots) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _______(amount in words and numbers) (_______) (name of currency)_____.

This Contract Price is firm and fixed and not subject to adjustment during the Contract performance.

We propose to complete the delivery of Goods within a period of [insert number] days from the date of signature of the Contract or Purchase Order.

We hereby confirm that this Quotation is valid until [insert date].

This Quotation and the Centre's written acceptance will constitute a binding Contract between us. We understand that the Centre is not bound to accept the lowest or any Quotation it receives.

We hereby confirm that this Quotation complies with the requirements of the Request for Quotation documents.

Authorized Signature:	
Name and Title of Signatory:	
Name of Bidder:	
Address:	
Phone Number:	
Email address:	

SECTION 3 – Bidder Information Form

Bidder Information Sheet

Date:

Contract Tittle:	Supply an 18" Flow Meter for the Vanard Intake, St Lucia
Contract No:	Contract#30/2022/EU-GCCA/CCCCC
Publication Ref:	EU-GCCA/SUP/12/FLOWMETER (2)

1. Bidder's Legal Name:

2. Bidder's Company name:

3. Bidder's Company Registration certificate: (*Attach Articles of Incorporation or Registration of company*)

4. Bidder's Authorized Representative Information

Name:

Address:

Telephone #

Mobile #

Email Address:

Company Website:

5. Bidder nationality:

6. Company Profile: Approximately One (1) page, annexed to Bidder Information Sheet

7. Historic information on contracts: of a similar nature and value. (please include contact information for persons who received the supply and include more space as necessary.

SECTION 4 - PRICES AND SCHEDULES FOR SUPPLY

Terms and Conditions of Supply¹

Contract Title:	Supply an 18" Flow Meter for the Vanard, St Lucia
Purchaser Contract :	Caribbean Community Climate Change Centre
Contract No:	Contract#30/2022/EU-GCCA/CCCCC
Publication Ref:	EU-GCCA/SUP/12/FLOWMETER

Item No	Description of Goods	Quantity	Unit Price ²	TotalPriceatfinaldestination (includes alltaxes,VAT,customs,duties,inlandtransportationandinsurance) ³	Delivery Date
<u>1.</u>		1			

¹ Please fill in for all items quoted ² In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail.

³ For equipment imported from abroad, costs related to customs, excise fees and VAT, SHOULD NOT be included.

SECTION 5 - TECHNICAL SPECIFICATIONS (REQUIRED AND OFFERED)

	Quantity	Minimum Specifications Required	Specifications of Goods offered (to be completed by the Bidder)
	1	 Flowmeter system, full bore, remote mount. Bore diameter: 18 inches, or 450 mm Temperature range installation / ambient temperature range: -20 to 60°C (-4 to 140°F). Signal cable length: 10 m (30 ft.) Protection class transmitter / protection class sensor: IP67 (NEMA 4X) / IP68 (NEMA 60) – cable fitted and potted. Power supply: 100 – 230 V AC (50 Hz) 	
Warranty		Commercial Warranty to be provided	
	Warranty	Warranty	Bore diameter: 18 inches, or 450 mm Temperature range installation / ambient temperature range: -20 to 60°C (-4 to 140°F). Signal cable length: 10 m (30 ft.) Protection class transmitter / protection class sensor: IP67 (NEMA 4X) / IP68 (NEMA 60) – cable fitted and potted. Power supply: 100 – 230 V AC (50 Hz)

SECTION 6 – Form of Contract



Caribbean Community Climate Change Centre

DONOR: EUROPEAN UNION (EU)

PROJECT:

(Name of Project)

NAME OF CONTRACT XXXX

DATE

DRAFT Contract

THIS CONTRACT is made between the **Caribbean Community Climate Change Centre** having its principal place of business at **3rd Floor, David L. McKoy Business Centre, Bliss Parade, Belmopan City, Belize** (hereinafter referred to as "the Centre") acting hereinafter and represented by Colin Young, PhD, Executive Director on the one Part, and ______, having its principal place of business at _______ (hereinafter referred to as "the Supplier") acting hereinafter and represented by ______ on the other Part.

Individually referred to as "the Party" and collectively as "the Parties".

WHEREAS the Centre has received financing from the (*insert name of funding* agency) for the implementation of the project (*insert name of project*).

AND WHEREAS, in pursuance of its objectives the Centre wishes to utilize a portion of the funds towards the Contract (**insert name of contract**) (hereinafter referred to as "the Goods");

AND WHEREAS, the supplier was selected by the Centre through a competitive tender process and has represented that it is willing and able to supply the Goods on the terms and conditions hereinafter contained and in accordance with its offer dated **[Insert Date]**, which is annexed hereto as Schedule I.

NOW THEREFORE, the parties hereby agree as follows:

1. SCOPE OF SUPPLY

The Supplier agrees to supply the items as described, and in accordance with the quantities ("the Goods") as set out in the schedules annexed hereto.

Schedule I (Suppliers Form of Quotation) Schedule II (Prices and Schedules of Supply) Schedule III (Suppliers Technical Specification), Schedule IV (Warranty) annexed hereto.

These Schedules form an integral part of this Contract.

2. CONSIDERATION

- 2.1 It is understood and agreed that this is a fixed price contract for the supply of the Goods by the Supplier in the sum of ______United States Currency (USD);
- 2.2 *This Contract Price includes delivery by the Supplier*, on the basis of CIP to the [State place of Delivery];

2.3 The Centre will facilitate the exemption of any customs duty and import taxes on the Goods.

3. COMMENCEMENT AND DURATION

- 3.1 The date this Contract is signed by the last party will be deemed the Effective Date. This Contract will expire by the performance of both Parties in accordance with its terms, including the **Commercial warranty to be provided** on the Goods, effective from date of acceptance by the Centre.
- 3.2 The Goods are to be delivered by the Supplier to the Centre, within [indicate duration] from the Effective Date of this Contract.

4. **PAYMENTS**

- a. Payments shall be made as follows: [Choose option or combination of options] Option 1: Full Payment
 - (a) The Supplier shall be paid 100% of the Contract Price upon delivery and acceptance of the Goods by the Centre and submission of an invoice in the same amount.

Option 2: Partial payment on delivery

(a) The supplier shall submit invoices for the delivered goods. Payment of the invoice shall be made by the Center on receipt and acceptance of the Goods.

Option 3: Advance and balance payment

- (a) The Supplier shall be paid an advance payment of up to 50% of the contract price valued at USD upon presentation of an original Advance Payment Bond and submission of an invoice for the same.
- (b) The final ...% of the Contract Price valued at USD... will be paid to the Supplier upon acceptance of the Goods and submission of an invoice in the same amount.

Option 4: On shipment

- (a) The Supplier shall be paid% valued at USD......upon submission of the following documents where applicable:
 - Description of Gods
 - Negotiable bill of lading
 - Airway bill
 - Road consignee note
 - Insurance certificate
 - Manufacturers or supplier's warranty certificate/statement
 - Supplier's factory shipping details

Balance payments of

- To include as necessary
- Payment on inspection and commissioning
- Placement and Practical completion
- Handover

5. DEFECTS ON OR AFTER DELIVERY

- 5.1 The Supplier shall be responsible for making good with all possible speed any defect in or any damage to any portion of the Goods which may appear or occur under proper use during a period stipulated in Schedule II (*Warranty*) after the Goods have been delivered to the Centre and which arises either:
 - (i) from defective materials, workmanship or design, or
 - (ii) from any act or omission of the Supplier done or omitted during the said period.
- 5.2 If any such defect or damage be not remedied within a reasonable time, the Centre may proceed to remedy the defect at the Supplier's risk and expense.
- 5.3 Should any of the Goods fail to conform to the Specifications, the Centre may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Centre.

6. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery within the period specified in the Contract, the Centre 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 delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). Once the maximum is reached, the Centre may terminate the Contract.

7. WARRANTY

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Centre's specifications). This warranty shall remain valid, as per Schedule II after the Goods have been delivered to and accepted at the final destination indicated in the Contract.

8. INDEMNITY

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

9. TERMINATION

9.1 Termination for Default

- (a) The Centre, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Centre has engaged in fraud and corruption, as defined in Clause 10 below, in competing for or in executing the Contract.
- (b) In the event the Centre terminates the Contract in whole or in part, the Centre may procure, upon such terms and in such manner as it deems appropriate, Goods like those undelivered. The Supplier shall be liable to the Centre for the full refund of any Advance Payment or any additional costs for such similar Goods.

9.2 Termination for Insolvency

The Centre may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue <u>after that</u> to the Centre.

9.3 Termination for Force Majeure

The Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Centre in writing of such condition and the cause thereof. Unless otherwise directed by the Centre in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. PROHIBITED PRACTISE

10.1 The Centre's Procurement Principles and Procurement Code of Conduct will apply to this Contract. The Supplier shall comply with the applicable aspects including the Centre's zero tolerance for fraud and corruption. If the Centre determines that the Supplier and/or any of its personnel, agents or sub-suppliers, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for, or in executing, the Contract, then the Centre may, after giving 14 calendar days' notice to the Supplier, terminate the Contract, and the provisions of Clause 9 shall apply as if such termination had been made under Sub-Clause 9.1. Also, the Centre may suspend dealings with the Supplier [both as a prime or sub supplier] for future Contracts for a prescribed period.

11. APPLICABLE LAW

- 11.1 The Contract shall be governed and construed in accordance with the Laws of Belize.
- 11.2 All disputes between the parties as to the validity, execution, performance, interpretation or termination of this Contract shall be submitted to Arbitration in accordance with the Laws of Belize.
- 11.3 All Schedules attached to this Contract are incorporated herein and shall be part of this Contract.
- 11.4 Except as otherwise provided herein, neither party may assign this Contract or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

12. ALTERATIONS

12.1 All additions, amendments and variations to this Contract shall be binding only if in writing and signed by the duly authorised representatives both of the Centre and the Supplier.

- 12.2 This Contract supersedes any previous Contract or arrangements between the Parties in respect of the Services (whether oral or written) and represents the entire understanding between the Parties in relation thereto.
- 12.3 Notwithstanding the date of this Contract, it shall have effect as if it had been executed upon the actual commencement of the services by the Supplier.

13. INSURANCE

The Supplier will be responsible for taking out any appropriate insurance coverage.

14. ENTIRE AGREEMENT

This Contract and the Annexes attached hereto constitute the entire agreement between the Parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract. The Annexes hereto form an integral part of this Contract and are incorporated by reference herein.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

IN WITNESS WHEREOF, this Contract has been signed on behalf of the **Caribbean Community Climate Change Centre** and _____ by their respective duly authorised representatives.

FOR THE CENTRE:

FOR THE SUPPLIER

COLIN YOUNG PHD

EXECUTIVE DIRECTOR CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE

Witness_____

Witness: _____

Date:_____

Date:_____

Schedule I (Suppliers Form of Quotation) Schedule II (Prices and Schedules of Supply) Schedule III (Suppliers Technical Specification), Schedule IV (Warranty)

SECTION 7 – Letter of Acceptance

Caribbean Community Climate Change Centre	Caribbean Community Climate Change Centre (the Centre) 3rd Floor, David L. McKoy Business Center, Bliss Parade, PO Box 563 City of Belmopan, Belize Tel: +(501)822-1104/1094 www.caribbeanclimate.bz
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Date:	
То:	[Name and address of the Supplier]
Contract Title:	Supply a Replacement Pump Motor for the Vanard Pumping Station, St Lucia
Contract No: Publication Ref:	Contract#28/2022/EU-GCCA/CCCCC EU-GCCA/SUP/13/SLUPUMP(2)

Dear Sir or Madam,

	This is to notify you that your Quotation date					n dated	1			_for th	ne supply o	f [<i>descript</i>]	ion
of	Goods,	name	and	number	of	the	Contrac	t]	for	the	Contract	Price	of
[cur	[currency]						[amount	in	words	and	figures],	delivered	to
	[insert destination/country] by[insert delivery date or delivery time from								om				
the Effective Date] complying with the Centre's Request for Quotation, has been accepted by the Centre.													

You are requested to sign the attached Contract form / Purchase Order and commence the supply of the Goods to ensure the delivery of the Goods within the period specified in the Contract.

For and on behalf of the Centre:

Authorized Signature: _____

Name of Signatory: _____

Title :_____

SECTION 8 – Other Forms

Date:	
Contract Title:	
Contract No:	Contract#
Publication Ref:	

To: The Executive Director, Caribbean Community Climate Change Centre, 3rd Floor, David McKoy Business Centre, Bliss Parade, Belmopan, Belize. TENDERER DECLARATION

I the undersigned, declare that:

- 1. **No Reservations**: I have examined and accept in full the content of the Bidding Documents including Addenda for Tender Reference
- 2. **Bid Validity Period**: This proposal is valid for a period of 35 days from the final date for submission of tenders.
- 3. **Eligibility:** I, including any subcontractors or suppliers for any part of the Contract if applicable, have nationalities from eligible countries in accordance with the eligibility requirement.
- 4. Prohibited Practices and Conflict of Interest, EU Restrictive List: I hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we comply with the Centres' Policy on Prohibited Practices as contained in <u>CCCCC Procurement Manual Caribbean Community Climate Change Centre (CCCCC) (caribbeanclimate.bz)</u>. We have no conflict of interests or any equivalent relation which may distort competition with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. I am not subject to EU restrictive measures. The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the DG FISMA and published on the following website: <u>www.sanctionsmap.eu</u>
- 5. Exclusion Criteria: In the event that my tender is successful, I undertake, if required, to provide the proofs usual under the law of the country in which I am effectively established, that I do not fall into any of the exclusion situations as identified by the Centre Procurement Manual 2021 (as contained in CCCCC Procurement Manual Caribbean Community Climate Change Centre (CCCCC) (caribbeanclimate.bz)). The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, I will provide a statement that my situation has not altered in the period which has elapsed since the evidence in question was drawn up. I also understand that if I fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void. I will inform the Centre immediately if there is any change in the above circumstances at any stage during the implementation of the contract. I also fully recognise and accept that any inaccurate or incomplete information deliberately provided in my bid may result in my exclusion from this and other contracts funded by the Centre.
- 6. **Contract Securities**: If applicable and if awarded the contract, we commit to obtain a Performance Security and/or Advance Security in accordance with the Bidding Documents.

- 7. **One bid per Bidder**: I confirm that I am not submitting any other bids(s) as an individual bidder or as a Joint Venture Member.
- 8. **Not Bound to Accept:** I note that the Centre is not bound to proceed with this tender and that it reserves the right to award only part of the contract or to cancel the procedure. It will incur no liability towards any bidder should it do so.

Authorized Signature:	
Name and Title of Signatory:	
Address:	

Bank Form for International Transfer

INTERMEDIARY BANK (if applicable):

Complete Legal Name of the Bank

Complete Address of the Bank (Street No. and Name, City, Country)

Account number, Swift Code and ABA # at Intermediary Bank

BENEFICIARY BANK (Payee's bank):

Complete Legal Name of the Bank

Complete Address of the Bank (Street No. and Name, City, Country)

Name and Address of the Beneficiary (Payee) (Street No. and Name, City, Country)

Account Number, Swift Code and ABA# of the Beneficiary Bank

Note:

Beneficiary's bank account name must correspond with the purchase order/contract/invoice.