

**CARIBBEAN COMMUNITY  
CLIMATE CHANGE CENTRE  
(the Centre)**



**REQUEST FOR PROPOSAL  
CONSULTING FIRM**

**DONOR  
GREEN CLIMATE FUND**

**PROJECT**

**STRATEGIC ACTIONS FOR ADVANCING CLIMATE ACTION IN  
CARICOM MEMBER STATES**

**CONTRACT TITLE**

**DEVELOPMENT OF AN IMPLEMENTATION PLAN, FINANCING  
STRATEGY AND M&E FRAMEWORK ASSOCIATED WITH THE  
REGIONAL FRAMEWORK FOR ACHIEVING DEVELOPMENT RESILIENT  
TO CLIMATE CHANGE IN THE CARIBBEAN (2019-2029).**

**CONTRACT #**

**CONTRACT#48/2022/GCF/REGIONAL/CCCCC**

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## SECTION1. Letter of Invitation (LOI)

11 April 2022

Dear Sir/Madam.

1. The Caribbean Community Climate Change Centre (the Centre) has received funds from the **Green Climate Fund (GCF)** for the purpose of implementing the project “**Strategic Actions for advancing climate action in CARICOM Member States**” and intends to apply a part of the proceeds towards payments for the Contract “Development of an Implementation Plan, Financing Strategy and M&E Framework associated with the Regional Framework for Achieving Development Resilient to Climate Change in the Caribbean (2019-2029).”
2. The Centre now invites firms to submit proposals to provide services for the “**Development of an Implementation Plan, Financing Strategy and M&E Framework, Contract #48/2022/GCF/Regional/CCCCC**”. 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 **Regional/ National Competitive Bidding** procedures and is open to all qualified bidders.
4. A firm will be selected under the **Quality-Cost Based Selection (QCBS)** method and procedures described in this RFP.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation (LOI)
  - Section 2 – Instructions to Consultants (ITC)

Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference (TOR)  
Section 6 - Standard Form of Contract.

6. Interested and eligible consulting firms may obtain further information from **Allison Williams, Procurement Officer, Caribbean Community Climate Change Centre (the Centre)**, 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: [Procurement – Caribbean Community Climate Change Centre \(caribbeanclimate.bz\)](#) **“Development of an Implementation Plan, Financing Strategy and M&E Framework”**.
7. Electronic bidding is permitted. Each submission should bear the name and address of the firm, addressed to the **Executive Director, Caribbean Community Climate Change Centre** and be clearly identified as: **“Development of an Implementation Plan, Financing Strategy and M&E Framework”** and submitted to <http://www.caribbeanclimate.bz/bid-submission/>.
8. Interested firms are required to submit their Technical and Financial Proposal **on or before 2:00pm (GMT-6), Friday 6 May 2022**
9. The Centre 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  
For Executive Director**

## SECTION 2. Instructions to Consultants

### General Provisions

#### Definitions

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Centre’s country.
- (b) “Beneficiary” means the member state or entity on whose behalf the Centre is implementing the Project.
- (c) “Centre” means the Caribbean Community Climate Change Centre with which the selected Consultant signs the Contract for the Services.
- (d) “Consultant” means any legally established entity or person that may provide or provides the Services to the Centre under the Contract.
- (e) “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.
- (f) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (g) “Day” means calendar day.
- (h) “Exchange Rate” means rate used for the purpose of conversion from other currencies to US Dollars.  
[www.XE.COM Currency Exchange Rates - International Money Transfer | Xe](http://www.XE.COM/CurrencyExchangeRates-InternationalMoneyTransfer/Xe)
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Joint Venture (JV)” means an Association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose

Curriculum Vitae (CV) is taken into account in the technical evaluation of the Consultant's proposal.

- (l) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (m) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Centre to the shortlisted Consultants.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) "Personnel" means key Experts, non key experts, 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 Beneficiary's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Beneficiary's country.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal submitted by the Consultant.
- (r) "RFP" means the Request For Proposal to be prepared by the Centre for the selection of Consultants, based on the SPD.
- (s) "SPD" means the Standard Request for Proposals, which must be used by the Centre as a guide for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (v) "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, 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 Experts, 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 Experts, 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. For the avoidance of doubt,



no employee of the Centre regardless of relationship with the Consultant is allowed to work with or form part of the Consultant's team of Experts, Personnel and Sub-Contractors.

<b>Obligation to disclose conflict</b>	(iv) Consultants have an obligation upon the submission of the bid to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the 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.
<b>Government /Agency Employee</b>	(v) No employee of an agency or government shall work as Consultant 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 are permitted to participate as a consultant in the specific tender. Such certification shall be provided to the Centre by the Consultant as part of his technical proposal. The Centre reserves the right to reject any employee so certified. Upon such rejection the Centre shall furnish the Consultant with the reason for its decision.
<b>Unfair Advantage</b>	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.
<b>Prohibited Practices</b>	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 definition of these terms is as contained in Procurement Manual Module 1 Procurement Policy Framework at the link below:  <a href="https://caribbeanclimate.bz/procurement-policy-framework">MOD1-ProcPolicyFmwk.pdf (caribbeanclimate.bz)</a>

If it is demonstrated that any firm, consultant or individual bidding for or participating in a Centre-financed project including, bidders, suppliers, contractors, sub-contractors, consultants and concessionaires, or including respective officers, employees, and agents of the Centre has engaged in an act or acts of Prohibited Practices, the Centre may:

- a) withdraw offer for award of contract for works, goods, and related services.
- b) suspend disbursement for the operation already in progress.
- c) prohibit an individual, entity or firm, either permanently or for a stated period of time, from being awarded or participating in contracts pertaining to projects executed by the Centre except under such conditions as the Centre deems to be appropriate.
- d) will cancel the contract if it determines at any time that representatives of the Centre and/or the engaged in any prohibited practices during the selection process or the execution of the contract.
- e) will sanction a Consultant, firm or an individual at any time, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:
  - (i) to be awarded a Centre contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a Centre contract.

1.8 Consultants, experts, their Sub-Consultants, service providers, suppliers and their associates shall not be under a declaration of ineligibility for prohibited practices in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on prohibited practises as 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 Centres' rules prohibit 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.
  
- Eligibility**
  - 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.
  - 1.14 Consultants including Joint Ventures and their individual members) from the eligible countries as stated in the data sheet, are eligible to offer consulting services for this assignment.
  - 1.15 It is the Consultants responsibility to ensure that its joint venture members, experts, sub consultants or subcontractors meet the eligibility requirements of the Centre as outline in the Centres Procurement Manual.
  - 1.16 Government-owned enterprises in the Member States may participate only if they can establish that they are legally and

financially autonomous, operate under commercial law, and are not dependent agencies of the Centre.

- 1.17 Exceptionally, the Centre may agree to the hiring of government officials and civil servants of the Beneficiary's country as Key or Non-Key Experts or members of the Consulting Team, provided that:
- (a) the services of the government officials and civil servants of the Beneficiary's country are of a unique and exceptional nature, or their participation is critical to Project implementation.
  - (b) their hiring does not conflict with any laws, regulations or policies of the Beneficiary; and
  - (c) their hiring would not create a conflict of interest as defined by the Centre's Procurement Policy Guidelines.
  - (d) 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 permitted to participate as a consultant in the specific tender. Such certification shall be provided to the Centre by the Consultant as part of his technical proposal.

**Procurement Policy** 1.1.8 The prevailing Procurement framework and Manual as published by the Centre governs the selection and Contract award process. [CCCCC Procurement Manual – Caribbean Community Climate Change Centre \(CCCCC\) \(caribbeanclimate.bz\)](http://caribbeanclimate.bz/CCCCC/ProcurementManual/ProcurementManual.html)

- 2. Clarification and Amendment of RFP Documents**
- 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.

### **Preparation of Proposals**

#### **3. Preparation of Proposals**

- 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) In the case of direct invitation to a short-list of candidates, 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 person-months/person days 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 person-months/person days 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 person-months/person days shall not be disclosed.

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|  | (c) | Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.  |
| <b>Language</b>                              | (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 and beneficiary's national language.   |
| <b>Technical Proposal Format and Content</b> | 3.4 | Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. 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 attached Standard Forms provided in Section 3 and with the guidance provided by the Checklist in Section 3. A page is considered to be one printed side of A4 or letter size paper.   |
|  | 3.5 | The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.  |
| <b>Financial Proposals</b>                   | 3.6 | The Financial Proposal shall be prepared using the Standard Forms contained in 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. |
|  | 3.7 | For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies, if so, stated in the <b>Data Sheet</b>   |
| <b>Taxes</b>                                 | 3.8 | 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 Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. It is the Consultants responsibility to determine the applicable taxes for the beneficiary country.

All taxes payable by the Consultant outside of the Beneficiary country are deemed to be included in the Consultant's Financial Proposal and therefore included in the evaluation.

Any local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Beneficiary country on the remuneration of non-resident Experts for the services rendered in the Beneficiary country are dealt with in accordance with the instructions in the **Data Sheet**.

- 3.9 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.
- 3.10 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.

### **Submission, Opening and Evaluation**

#### **4. Submission, Receipt, and Opening of Proposals**

- 4.1 Proposals submitted by courier or by hand: 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 contract, 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 case 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.
- 4.7 Proposals submitted electronically: - must be via the Centre’s electronic procurement system as specified in the Data Sheet.



- (i) Bidders must first register by creating a username, profile and password before accessing the bid submission form at the URL:  
[www.caribbeanclimate.bz/bid-submission](http://www.caribbeanclimate.bz/bid-submission).
- (ii) Prior to Bid Submission, Bidders will be required to complete the bid submission form with fields that include:
  - a. Name of Bidder (Company):
  - b. Contract Reference:
  - c. Contract Title:
  - d. Name and Email address of uploader
- (iv) Bidders can upload up maximum number of files referred and formats as indicated in the Data Sheet
- (v) An automatic receipt time stamped email will be sent to the uploader's email account as a receipt and proof of submission. Each submission will be given a confirmation number.
- (vi) Bids must be uploaded as two (2) single PDF file to <http://www.caribbeanclimate.bz/bid-submission/>.

## 5. Proposal Evaluation

- 5.1 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.
- 5.2 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.
- 5.3 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. Notwithstanding this provision, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to

contact the Centre on any matter related to the selection process, it should do so only in writing.

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

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| <b>Evaluation of Technical Proposals</b>  | 5.4 | 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.   |
| <b>Financial Proposals for QBS</b>  | 5.5 | Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions   |
| <b>Opening and Evaluation of Financial Proposals (only for QCBS, FBS and LCS)</b> | 5.6 | 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. For electronic submissions, the financial offer will remain unopened.!   |
|   | 5.7 | The Financial Proposal of the Consultants who met the minimum qualifying mark will shall be opened and examined for financial compliance in accordance with paragraph 5.8.   |
|   | 5.8 | 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. The total price inclusive of all taxes shall be considered the as the offered price. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.9 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 5.10 In the case of Fixed-Budget Selection, the Centre will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. 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.

#### **a. Time-Based Contracts**

If a Time-Based Contract Form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case

of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's 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.

**b. Lump-Sum Contracts**

If a Lump-Sum Contract Form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

## **Negotiations and Award of 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" which will serve as a record of agreement between the Centre and the Consultant. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. Special attention will be paid to clearly defining the inputs and facilities required from the Centre to ensure satisfactory implementation of the assignment.

**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.

If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

- |   |     |   |
|---|-----|---|
| <b>Availability of Professional staff/experts</b> | 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 pages of the agreed Contract with notes on the agreed changes. 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.  |

- 8. Confidentiality**      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.
- 9. Complaints**          9.1      The procedures for making a Procurement-related Complaint are as specified **in the Data Sheet.**

## Instructions to Consultants: Data Sheet

Paragraph Reference	Instructions
1.1	<p>Name of the Client:  <b>Caribbean Community Climate Change Centre (the Centre)</b>  <b>3<sup>rd</sup> floor, David L. McKoy Business Centre, Bliss Parade, Belmopan City, Belize</b></p> <p>Method of selection:  <b>Quality-Cost Based Selection (QCBS)</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>Development of an Implementation Plan, Financing Strategy and M&amp;E Framework, Contract #48/2022/GCF/Regional/CCCCC</b></p>
1.3	<p>A pre-proposal conference will be held: <b>No</b></p> <p>For inquiries the Centre's representative is: <b>Allison Williams, Procurement Officer,</b></p> <p><i>Attention: Allison Williams Procurement Officer  Caribbean Community Climate Change Centre (the Centre)  3rd Floor, David McKoy Business Center, Bliss Parade, PO Box 563,  City of Belmopan, Belize  Email: <a href="mailto:procurement@caribbeanclimate.bz">procurement@caribbeanclimate.bz</a>  Telephone: (501) 822-1104/1109</i></p>
1.4	The Centre will provide the following inputs and facilities: <b>Nil</b>
1.5	<p>Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p><b>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.</b></p>
1.6.1	The Centres 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.

Paragraph Reference	Instructions
1.6.1 (i-iii)	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 and, in the circumstances, outlined in 1.6.2 and 1.6.3.
1.6.1	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.
1.12	Proposals must remain valid <b>90</b> days after the submission date, i.e. until: <b>5 August 2022</b>
1.14	Consultants including Joint Ventures and their individual members) from the following countries are eligible to offer consulting services for this assignment:
2.1	<p>Requests for clarification should be received by the CCCCC no later than: <b><u>Friday, 22 April 2022</u></b> and submitted to:</p> <p><i>Email: <a href="mailto:procurement@caribbeanclimate.bz">procurement@caribbeanclimate.bz</a></i>  <i>Caribbean Community Climate Change Centre (the Centre)</i>  <i>3rd Floor, David McKoy Business Center, Bliss Parade, PO Box 563,</i>  <i>City of Belmopan, Belize</i>  <i>Telephone: (501) 822-1104/1109</i></p> <p>Consultants are advised that the responses to the requests for clarification will be posted on <b><u>Thursday 28 April 2022</u></b> to the Centre's Webpage at:  <a href="https://www.caribbeanclimate.bz/category/opportunities/">https://www.caribbeanclimate.bz/category/opportunities/</a></p>
3.1	Proposals shall be submitted in the following language: <b>English</b>
3.3 (a)	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): <b><u>N/A</u></b>
3.3 (b)	Estimated total cost of the assignment <b>USD 118,000 (inclusive of travel expenses)</b>
3.3 (d)	All documentation should be issued in <b>English</b>
3.4	<p>The format of the Technical Proposal to be submitted is:</p> <p>Full Technical Proposal (FTP)</p>



Paragraph Reference	Instructions
	<p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <ul 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> </ul>
3.6	<p>The Financial Proposal shall be prepared using the Standard Forms (Section 4).</p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN 4</li> <li>(5) FIN-5</li> </ul> <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 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>
3.7	<p>24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies for contracts exceeding 24 months: <b>N/A</b></p>
3.8	<p>Amounts payable by the Centre to the Consultant under the contract to be subject to local taxation: <b>No</b>  <b>The Consultant is responsible for paying his/her own taxes.</b></p>
3.8	<p>Consultant to state all costs in US currency: <b>Yes</b></p>
4.7	<p>Proposals shall be submitted electronically via the Centre electronic bid box at <a href="http://E-bidSubmissionFrom-CaribbeanCommunityClimateChangeCentre(caribbeanclimate.bz)"><u>E-bid Submission From – Caribbean Community Climate Change Centre (caribbeanclimate.bz)</u></a></p> <p>Each submission should bear the name and address of the firm, addressed to the addressed to <b>Colin Young (PhD), Executive Director, Caribbean Community Climate Change Centre</b> and be clearly identified as <b>Development of an</b></p>

Paragraph Reference	Instructions
	<p><b>Implementation Plan, Financing Strategy and M&amp;E Framework, Contract #48/2022/GCF/Regional/CCCCC</b></p> <p>In order to be responsive to the requirements of the Request for Proposal (RFP), interested firms are required to submit the documents listed in the RFP, Instruction to Consultants, 3.4 and 3.6 on or before the deadline for submission.</p> <p><b>The Centre’s electronic-procurement system shall be used to manage the Submission, withdrawal, substitution, or modification of Bids.</b></p> <p>Bidders must first register by creating a Username, profile and password before accessing the bid submission form at the URL: <a href="http://www.caribbeanclimate.bz/bid-submission">www.caribbeanclimate.bz/bid-submission</a>.</p> <ol style="list-style-type: none"> <li>1. Prior to Proposal Submission, Consultants will be required to complete the bid submission form with fields that include:             <ol style="list-style-type: none"> <li>i. Name of Bidder (Company):</li> <li>ii. Contract Reference:</li> <li>iii. Contract Title:</li> <li>iv. Name and Email address of uploader</li> </ol> </li> <li>2. Consultants can upload up to <b>2 files maximum</b> in one submission with maximum file size of 60 MB per file. The following types of files are currently allowed: jpeg, jpg, png, gif, pdf, doc, docx, pptx, ppt, xls, xlsx, txt, rtf, mp4, zip.</li> <li>3. An automatic receipt time stamped email will be sent to the uploader’s email account as a receipt and proof of submission.</li> <li>4. Each submission will be given a confirmation number.</li> </ol> <p><b>Submissions of Proposals.</b></p> <ol style="list-style-type: none"> <li>i. Proposals must be uploaded as TWO (2) PDF files (Technical Proposal and Financial Proposal) to <a href="http://www.caribbeanclimate.bz/bid-submission/">http://www.caribbeanclimate.bz/bid-submission/</a>.</li> <li>ii The subject matter of the submission must read: <b>Development of an Implementation Plan, Financing Strategy and M&amp;E Framework,</b></li> </ol> <p><b><u>DEADLINE for submission of Proposals: on or before 2:00pm (GMT-6), Friday 6 May 2022</u></b></p>

Paragraph Reference	Instructions		
5.4	<b>Evaluation of Proposals:</b> Criteria, sub criteria, and point system for the evaluation of the Technical Proposals and Financial Proposal are:		
	<b>Section</b>	<b>Description</b>	<b>Points</b>
	<b>A. Proposed Methodology and workplan</b>		
		Content, clarity of proposed methods and approaches to be used, their feasibility, soundness, and practicability to online delivery. Work Plan demonstrating key milestones. Responsivity to the instructional quality of modules as outlined in the TOR.	15
	<b>B. Consulting Firm Qualifications</b>		
		Demonstrated experience (at least 2 similar assignments within the last five years) in conducting Climate Adaptation/Mitigation related Institutional Assessments or Institutional Planning Frameworks, and institutional and skill-based capacity development for government and non-governmental organizations; preferably in the CARICOM region	10
	<b>C. Key Experts</b>		
	<b>i. Expert #1: Climate Change Adaptation/Mitigation Planning Specialist</b>		
	Academic	Graduate Degree (Masters) in International Relations, Strategic Planning, Political Science, Policy Studies, Climate Change Adaptation/Mitigation, or other related Environmental or Social Sciences discipline.	5
	General	At least five (5) years’ experience coordinating similar climate change adaptation/mitigation planning assignments, M&E and cost-benefit analysis in the CARICOM region or other comparable Small Island Developing States (SIDS).	10
	Specific	Demonstrated previous leadership, technical knowledge and/or involvement in coordinating the development of planning frameworks with national counterparts (including senior government officials at national and state level), partners and donors in SIDS and LDCs; preferably in the CARICOM region.	5
	<b>ii. Expert #2: Climate Finance Specialist</b>		
	Academic	Minimum Master’s Degree in Social Studies, Finance, Development and Planning, Business Administration, or a related discipline.	5
General	At least five (5) years’ experience in the banking, financing, development and planning; preferably experience related to fundraising and resource mobilisation in the CARICOM region or other SIDS.	10	
Specific	Demonstrated technical knowledge of international climate finance issues, and current climate finance architecture, mechanism and donor assistance programmes for development/climate change financing including the Green Climate Fund and private sector sources.	5	

Paragraph Reference	Instructions		
	iii. Expert #3: Economist		
	Academic	Minimum Master’s Degree in Economics, Economic Development or specialization in Environmental, Green, Developmental, Regional, other related Economics subdisciplines.	5
	General	At least five (5) years’ knowledge and experience working with policy makers in strengthening the CARICOM economy; preferably with significant technical knowledge of economic policies, private sector markets, and public spending trends across in the CARICOM region.	10
	Specific	Demonstrated technical knowledge of international and regional economic (macro and micro) issues, methodologies and approaches in undertaking spending quality analysis, fiscal risk management, and policy analysis in the context of sustainable development and climate adaptation.	5
	iv. Expert #4: Communications/Stakeholder Engagement Specialist		
	Academic	Minimum Bachelor’s degree in Social Science, Environmental Science, Sustainable Development, public relations/communications, or a related discipline.	5
	General	At least five (5) years of relevant working experience and proven track record in generating and sustaining consultations and meaningful participatory processes with a wide cross section of stakeholders with due consideration to gender-inclusiveness; preferably in the CARICOM region.	5
	Specific	Demonstrated technical knowledge deploying stakeholder analysis methodologies and tools, consultation report writing, and in developing public awareness and training material.	5
		Total (total score should be 100)	100
<b><u>Required Minimum Technical Score 75 points</u></b>			
5.9	<p><b>Consultants will be evaluated using the Quality-Cost Based Selection (QCBS) method.</b> This method uses a competitive process that takes into account the quality of the proposal and the cost of the services in the selection of the successful firm.</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which (Sf) is the financial score; (Fm) is the lowest price and F the price of the proposal under consideration.</p>		

Paragraph Reference	Instructions
	<p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p style="padding-left: 40px;"><b>T = 80%; and</b> <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights:</p> <p>(T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
<b>6.1</b>	Expected date and address for contract negotiations: <b>May 2022 via virtual meeting</b>
<b>7.2</b>	Expected date for commencement of consulting services: <b>May 2022</b>
<b>9.1</b>	<p>See the complaints procedure at this website:</p> <p><a href="https://www.caribbeanclimate.bz/contact-us/complaints/">https://www.caribbeanclimate.bz/contact-us/complaints/</a></p>

## 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.

### 1. Checklist of Required Forms

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	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, Key Experts Inputs, and Curriculum Vitae (CV)	
√	√	TECH-6	Work Schedule and Planning for Deliverables	

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

## 2. FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

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*Belize, Central America*

*11 April 2022*

To: *Caribbean Community Climate Change Centre  
3rd Floor, David McKoy Business Center, Bliss Parade, PO Box 563,  
City of Belmopan, Belize*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the **Development of an Implementation Plan, Financing Strategy and M&E Framework associated with the Regional Framework for Achieving Development Resilient to Climate Change in the Caribbean (2019 2029), Contract #48/2022/GCF/Regional/CCCCC** in accordance with your Request for Proposal dated **11 April 2022** 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 1.6.1 (i-iii).

- (d) We meet the eligibility requirements as stated in ITC 1.13 to 1.17, and we confirm our understanding of our obligation to abide by the Centres' policy in regard to Prohibited 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}

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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.]



### 3. FORM TECH-2 (FTP) Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organisation and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

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

#### B - Consultant's Experience

*[List only previous similar assignments successfully completed in the last **[insert number]** years.]*

*[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/joint venture, for carrying out consulting services similar to the ones requested under this assignment.*
- *Assignments completed by the Consultant's individual Experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs.*
- *The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Centre]*

Assignment name:  Role on the assignment (i.e. lead partner or sole consultant)	Approx. value of the contract (in US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in US\$):

Start date (month/year): Completion date (month/year):	Nº 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: \_\_\_\_\_

#### **4. Form TECH-3 (FTP) Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Centre**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities which are provided by the Centre, including: administrative support, office space, local transportation, equipment, data, etc.

##### **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.]*

##### **B - On Counterpart Staff and Facilities**

[Include comments on counterpart staff and facilities to be provided by the Centre. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]

**5. FORM TECH-4 (FOR FTP ONLY) DESCRIPTION OF APPROACH,  
METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT**

[Suggested structure of your Technical Proposal - in FTP format]:

- (a) Technical Approach and Methodology
  - (b) Work Plan
  - (c) Organisation and Staffing }
- (a) **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here. }
- (b) **Work Plan:** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- (c) **Organisation and Staffing:** [Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. If possible include an organisation chart of the team]

## **6. FORM TECH-4 (for STP Only) Description of Approach, Methodology and Work Plan for Performing the Assignment**

[Suggested structure of your Technical Proposal – in STP format]

- (a) **Technical Approach, Methodology, and Organisation of the Consultant's Team:** {Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR in here.}
- (b) **Work Plan and Staffing:** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each Expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- (c) **Comments (on the TOR; and on counterpart staff and facilities):**  
[Please describe your proposed modifications or improvement to the TOR (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. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]

**7. Form TECH-5 (for FTP and STP)**  
**Team Composition, Key Experts Inputs, Curriculum Vitae (CV)**

N°	Name	Expert's Input (in person/month/person-days) per each Deliverable (listed in TECH-6)										Total Time Input (in months/days)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	<i>Ms Jane Doe</i>	<i>[Team Leader]</i>	<i>[Home]</i>	<i>[2 month]</i>		<i>[1.0]</i>		<i>[1.0]</i>					4		7
			<i>[Field]</i>	<i>[0.5 m]</i>		<i>[2.5]</i>		<i>[0]</i>						3	
K-2	<i>Mr John Doe</i>														
K-3															
n															
										Subtotal					
<b>NON-KEY EXPERTS</b>															
N-1			<i>[Home]</i>												
			<i>[Field]</i>												
N-2															
n															
										Subtotal					
										Total					

- For Key Experts the input should be indicated individually for the same positions as required under the Terms of Reference.
- Months are counted from the start of the assignment/mobilisation. One (1) month equals 22 working (billable) days. One (1) working (billable) day shall be not less than eight (8) working hours.
- “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
  Part time input

## **8. FORM TECH-5 Curriculum Vitae**

<b>Position Title and No.</b>	<i>Team Leader, KE 2 etc</i>
<b>Name of Expert:</b>	<i>Insert full name</i>
<b>Date of Birth:</b>	<i>day/month/year</i>
<b>Country of Citizenship/Residence</b>	

### **1.Education:**

<b>Institution [date from – date to]</b>	<b>Degree(s) of Diploma (s) Obtained</b>

### **2.Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

<b>Language</b>	<b>Reading</b>	<b>Speaking</b>	<b>Writing</b>
	Mother tongue		

### **3.Other Skills:**

**4. Employment record relevant to the assignment:** [Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, contact information of previous clients and employing organization(s) who can be contacted for references. Past employment which is not relevant to the assignment does not need to be included.]

<b>Period</b>	<b>Employing Organisation and your Title/Position. Contact Information for References</b>	<b>Country</b>	<b>Summary of Activities Performed Relevant to the Assignment</b>
<i>Jan 2019 – July 2019</i>	<i>{e.g. Ministry of ....., Advisor/Consultant to...  For references: Tel...../e-mail; Name and Title of Person</i>		

**5.Membership in Professional Associations and Publications:**


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**6.Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]</i>	

**7. Expert's Contact Information:** (E-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this Curriculum Vitae correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or suspension/sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorised  
Representative of the Consultant  
(same as who signs the Proposal)

Signature

Date



### 9. FORM TECH – 6 (for FTP and STP) Work Schedule and planning for deliverables

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g. Deliverable #1: Report A												
D-2	{e.g. Deliverable #2:.....}												

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Deliverable's approvals. For phased assignments indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in form of a bar chart.
3. Include a legend, if necessary, to help reading the chart.

## 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/Deliverable
FIN-4	Breakdown of Remuneration including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
FIN-5	Reimbursable expenses

## 1. Form FIN-1 Financial Proposal Submission Form

11 April 2022

To: *Caribbean Community Climate Change Center (the Centre)*  
*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 **Development of an Implementation Plan, Financing Strategy and M&E Framework associated with the Regional Framework for Achieving Development Resilient to Climate Change in the Caribbean (2019 2029), Contract #48/2022/GCF/Regional/CCCCC** in accordance with your Request for Proposal dated **11 April 2022** and our Technical Proposal. Our attached Financial Proposal is for the sum of \_\_\_\_\_ USD (*Insert amount(s) in words and figures<sup>1</sup>*). *The total price, net of taxes, specified in the Financial Proposal (Form FIN-2) shall be considered as the offered price.*

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.”

## 2. Form FIN-2 Summary of Costs

Item	
	[US Currency] <sup>1</sup>
<b>Cost of the Financial Proposal</b>	
Including:	
(1) <b>Remuneration</b>	
(2) <b>Reimbursables</b>	
<b>Total Costs of Financial Proposal <sup>2</sup></b>	

- 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 **All taxes are understood to be included in the total costs of the financial proposal.** Such total costs must coincide with the sum of the relevant Subtotals indicated in all Financial Forms provided with the Proposal.
- 3 For the sum for Remuneration shall only consider costs related to Professional Fees, taxes, and any other administrative costs.

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

<b>Group of Activities (Phase):<sup>2</sup></b> _____ _____	<b>Description:<sup>3</sup></b> _____ _____	
<b>Cost component</b>	<b>Costs</b>	
	[US Currency]	
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 Form TECH-6.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Use the same columns and currencies of Form FIN-2.
- 5 Remuneration and Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5. *The staff costs should include all professional fees, taxes, backstopping and overheads as well as any other administrative cost and these shall not be separately identified.*



A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person- months/Person- days Remuneration Rate	Time Input in Person- months/Person -days (from TECH-6)	{Currency # 1- as in FIN-2}			
	<b>Key Experts</b>							
K-1			[Home]					
			[Field]					
K-2								
	<b>Non-Key Experts</b>							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

### 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>	
	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:  
Assignment:

Country:  
Date:

*(Contract Title and Identification No.)*

### 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**

**Annexed**

## **SECTION 6:**



**Caribbean Community  
Climate Change Centre**

### **PROJECT**

**STRATEGIC ACTIONS FOR ADVANCING CLIMATE ACTION IN CARICOM  
MEMBER STATES**

### **CONTRACT TITLE**

**DEVELOPMENT OF AN IMPLEMENTATION PLAN, FINANCING STRATEGY  
AND M&E FRAMEWORK ASSOCIATED WITH THE REGIONAL  
FRAMEWORK FOR ACHIEVING DEVELOPMENT RESILIENT TO CLIMATE  
CHANGE IN THE CARIBBEAN (2019-2029).**

### **CONTRACT #**

**CONTRACT#48/2022/GCF/REGIONAL/CCCCC**

**DRAFT CONTRACT#48/2022/GCF/REGIONAL/CCCCC**

This contract is made between the **Caribbean Community Climate Change Centre**, having its principal place of business at **3<sup>rd</sup> 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

\_\_\_\_\_ (*name of consultant or firm*), having its principal office located at (*consultant address*) (*hereinafter referred to as “the Consultant”*) acting hereinafter and represented by \_\_\_\_\_ (*name of representative*), \_\_\_\_\_ (*designation/title of representative*) on the other Part;

Individually referred to as “the Party” and collectively as “the Parties”.

**WHEREAS** the Centre, has received financing from the **Green Climate Fund** toward the cost of the project titled **Strategic Actions for advancing climate action in CARICOM Member States**;

**AND WHEREAS** the **CARICOM Region** is the direct beneficiary under this Contract (*hereinafter referred to as “the Beneficiary”*);

**AND WHEREAS** in pursuance of the objectives of the project the Centre intends to apply a part of the proceeds towards the contract **Development of an Implementation Plan, Financing Strategy and M&E Framework associated with the Regional Framework for Achieving Development Resilient to Climate Change in the Caribbean (2019 to 2029)**;

**AND WHEREAS**, the Consultant has represented that they are qualified to render effectively and efficiently the required services, set out as Annex I under this Agreement.

**NOW THEREFORE** in consideration of the respective covenants contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties) the Parties agree as follows:

<b>1. Nature of Services and obligation of Consultant</b>	<p>1.1 The Consultant shall perform the services specified in <b>Annex I “Terms of Reference”</b>, which is made an integral part of this Contract (<i>hereinafter referred to as “the Services”</i>);</p> <p>1.2 The Consultant shall provide the personnel listed in <b>Annex II, (hereinafter referred to as “Key Personnel”)</b>;</p> <p>1.3 The Consultant shall provide services in accordance with the methodology specified in <b>Annex III, (hereinafter referred to as “the Methodology”)</b>;</p>
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	<p>1.4 The Consultant shall submit to the Centre the reports in the form and within the time periods specified in <b>Annex IV, (hereinafter referred to as “Consultant’s Reporting Obligations”);</b></p> <p>1.5 The Consultant shall be bound by the Confidentiality Agreement, <b>Annex V (hereinafter referred to as “the Confidentiality Agreement”);</b></p> <p>1.6 The Consultant shall comply with the provisions related to prohibited practices as set forth in <b>Annex VI (hereinafter referred to “Prohibited Practices”);</b></p> <p>Annexes I to VI constitutes an integral part of this Contract</p>
<b>2. Representations and Warranties</b>	<p>2.1 The Consultant warrants to the Centre that:</p> <ul style="list-style-type: none"> <li>i. The service will be provided in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards;</li> <li>ii. It has the authority and capacity to enter into this Contract.</li> </ul> <p>2.2 The Consultant shall, if requested by the Centre, provide the Centre and/or its authorized Representative(s) with all such information in connection with the service to be provided hereunder as the Centre may from time to time reasonably require it to do.</p> <p>2.3 The Consultant acknowledges that nothing contained in this Contract shall prejudice or affect its liability in tort to any person.</p> <p>2.4 The Consultant acknowledges that the Centre's appointment of the Consultant relies on the Consultant's representations to the Centre in relation to the Consultant’s competence to perform the service contracted herein. The Consultant confirms that such representations are true and accurate. The Consultant shall notify the Centre immediately of any difference between such representations and the true and accurate position.</p> <p>2.5 The Consultant undertakes to the Centre that it has performed and that it will continue to perform the Service with the intent that no act, omission or default of the Consultant in relation thereto shall constitute, cause or contribute to any breach by the Centre of any such obligations as aforesaid.</p>

<b>3. Obligations of the Centre and the Beneficiary</b>	<p>The Centre and the Beneficiary shall fulfill the following obligations:</p> <ul style="list-style-type: none"> <li>• Provide the Consultant with background documents and information relevant to the assignment that are readily available and readily accessible.</li> <li>• Issue the relevant Introductory Letters and facilitate contact with the relevant stakeholders, as necessary.</li> <li>• Organize conference call meetings with the consultant to address any questions or concerns.</li> <li>• Provide necessary timely logistical support for the successful completion of the activities detailed in these Terms of Reference</li> </ul>
<b>4. Term</b>	<p>This Contract shall take effect from the date of its execution (“the Effective Date”).</p> <p>The services shall be completed by the _____ (date, month, year) and the contract shall automatically terminate on _____ (date, month, year) (“the Expiration Date”) or any other period as may be subsequently agreed by the Parties in writing.</p>
<b>5. Remuneration</b>	<p><b>5.1 Ceiling</b></p> <p>For Services rendered pursuant to Annex I, the Centre shall pay the Consultant an amount not to exceed _____ <b>USD</b>. This amount includes _____ <b>as Professional fees</b> and has been established based on the understanding that it includes all of the consultant fees, non-travel related costs, and profits as well as any tax obligation that may be imposed on the consultant.</p> <p>In addition, travel related reimbursable expenses estimated at _____ <b>USD. (if applicable)</b></p> <p><b>5.2 Schedule of Payments – Professional Fees</b></p> <p>Deliverable 1, (<i><b>Inception report and Work plan</b></i>) - valued at USD _____ upon the Centre's acceptance of Deliverable 1 and submission of an invoice in the same amount;</p> <p>Deliverable 2, ((a) <b>Communication products</b> and (b) <b>stakeholder Consultation Reports</b>) valued at USD _____ upon the Centre's acceptance of Deliverable 2 and submission of an invoice in the same amount;</p>

	<p>Deliverable 3, <b>(Draft Reports: (a) Implementation Plan, (b) Financing Strategy and (c) Monitoring, Evaluation &amp; Reporting Framework)</b> valued at USD _____ upon the Centre’s acceptance of Deliverable 3 and submission of an invoice in the same amount;</p> <p>Deliverable 4, <b>(Draft Reports: (a) Terms of Reference (TOR) and (b) Annual Work Plan for the RCCCC)</b> valued at USD _____ upon the Centre's acceptance of Deliverable 4 and submission of an invoice in the same amount;</p> <p>Deliverable 5, <b>((a) Regional Dialogue/Validation Report; (b) Final Reports: Implementation Plan, Financing Strategy and Monitoring, Evaluation &amp; Reporting Framework; and (c) updated Terms of Reference for the RCCCC and Annual Work Plan for the RCCCC)</b> valued at USD _____ upon the Centre’s acceptance of Deliverable 5 and submission of an invoice in the same amount;</p> <p>Deliverable 6, <b>(Final Report)</b> valued at USD _____ upon the Centre’s acceptance of Deliverable 6 and submission of an invoice in the same amount;</p> <p><b>100% Total</b></p> <p>5.3 <u>Payment Conditions</u></p> <p>Payment shall be made in <b>United States Dollars</b>, no later than 30 days following submission by the Consultant’s invoices to the Centre.</p>
<b>6. Performance Standards</b>	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
<b>7. Confidentiality</b>	The Consultant acknowledges and agrees that the Centre is the custodian and owner of confidential, customer and proprietary information as well as personal information, all of which the Centre is required to protect. The parties agree to execute and abide by the terms of the Confidentiality Agreement attached hereto as Annex “V”. The Consultant agrees that any breach of the terms of the Confidentiality Agreement by either the Consultant or its representatives would cause irreparable harm, and the Centre shall be entitled to seek specific performance or injunctive relief to enforce



	the terms of Annex “V” in addition to any remedies it may otherwise be entitled to at law or in equity.
<b>8. Contract Coordination</b>	<p><u>For the Centre</u></p> <p>The Consultant shall report to Centre’s designee for contractual and administrative purposes. The Centre’s designee shall be responsible for the coordination of activities under this Contract and for the receipt and acceptance of all reports as set out in Annex IV of this Contract. The project core team of the Centre shall provide additional technical advice and inputs, day-to-day coordination and oversight for the performance of the Services under this Contract.</p>
<b>9. Liquidated Damages</b>	<p>In the event the Consultant is unable to submit deliverables by the agreed date(s) outlined in Annex III, the Consultant must notify the Centre in writing of any expected delays. Should the Consultant fail to complete any Tasks of the Services by the date(s) outlined in Annex III, and provided such delays are not occasioned by delays on the part of the Centre in fulfilling contingent obligations as outlined in Clause 3 of this Contract or by delays caused by designated collaborating parties such as the Beneficiary under this Agreement, 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 Contract price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Centre may terminate the Contract pursuant to Clause 19 of this Contract.</p>
<b>10. Conflict of Interest</b>	<p>The Consultant:</p> <p>10.1 Represents and warrants that neither it nor it’s duly authorised representative has 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 from the Services or is closely related to them.</p> <p>10.2 Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, may 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.</p> <p>10.3 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.</p>

	<p><b>10.4</b> Represents and warrants that it does not have a business or Family relationship with a member of the Centre’s staff who are directly or Indirectly involved in any part of:</p> <ul style="list-style-type: none"> <li>(i) the preparation of the TOR of the Contract,</li> <li>(ii) the selection process for such Contract, or</li> <li>(iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in an acceptable manner.</li> </ul>
<b>11. Liability</b>	No liability shall be attached to the Centre for any negligence, omission or default on the part of the Consultant or for any act or omission by the Consultant in the performance of the Contract.
<b>12 Rights</b>	The rights and obligations of the Consultant are strictly limited to the terms and conditions of this Contract. Accordingly, it shall not be entitled to any benefit, payments, subsidy, compensation, entitlement or other expenses except as expressly provided in this Contract.
<b>13. Ownership of Material</b>	<p>13.1 “Intellectual Property Rights” means all intellectual and industrial property rights of Centre which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights.</p> <p>13.2 All 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 but shall not be allowed to disclose such information without the express written approval of the Centre.</p> <p>13.3 The Consultant agrees that the Centre shall be the exclusive owner of all Intellectual Property Rights howsoever created or developed by the Consultant, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with the Centre, including without limitation all Intellectual Property Rights in the Deliverables. The Consultant further agrees that it has no rights in any such Intellectual Property Rights and hereby assigns to the Centre all rights, title and interest that may accrue to the Consultant as a result of its engagement with Centre. The Consultant hereby undertakes and agrees to cause its Representatives to waive all moral rights and</p>

	<p><i>droits de suite</i> that either the Consultant or its representatives now or in the future may have to the Intellectual Property Rights.</p> <p>13.4 The Consultant agrees that all Deliverables and other works created in full or in part by the Consultant may be maintained, changed, modified and/or adapted by the Centre without the consent of the Consultant. Notwithstanding the foregoing, the Consultant and the Centre may agree in writing that certain identified and designated Intellectual Property Rights will remain with the Consultant.</p> <p>13.5 The Centre acknowledges that the Consultant possess knowledge and expertise relating to the subject matter of the Services and Deliverables (Know-How), which may include intellectual property rights in certain pre-existing tools and materials used by the Consultant in performing the Services. Nothing in this Agreement is intended to transfer to the Centre any rights in the Consultant 'Know-How', which shall remain the property of the Consultant. To the extent that any of the Consultant 'Know-How' is included in any Deliverables, the Consultant hereby grants to the Centre a perpetual non-exclusive right and license to use and reproduce the Consultant Know-How to the extent reasonably necessary to exercise the Centre's rights in the Deliverables.</p>
<b>14. Indemnity</b>	<p>The Consultant hereby undertakes to indemnify, defend and save harmless the Centre and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including legal fees and disbursements) or liability of any kind whatsoever resulting from:</p> <ul style="list-style-type: none"> <li>(a) the negligent or wilful acts or omissions of the Consultant, arising in connection with this Contract;</li> <li>(b) any and all breaches by the Consultant, of any representations, warranties, covenants, terms or conditions of this Contract;</li> <li>(c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Centre may be assessed or otherwise may incur under any law as a result of any, authority or competent tribunal determining that the Representative is considered an employee of the Centre; and</li> <li>(d) any claim that the Services infringe the intellectual property rights of any Copyright and confidentiality.</li> </ul>

	(e) any action of the Consultant under this Contract.
<b>15. Assignment</b>	The Consultant shall not assign or transfer the benefit of this Contract or any right or obligation under this Contract to any person without the prior written consent of the Centre and, in particular, but without limitation, the Consultant shall not, without the prior written consent of the Centre sub-contract to any person the performance of any of the Services. The Centre shall be entitled to assign charge or transfer the benefit of this, all or any of its rights and obligations under this Contract
<b>16.Replacement of Key Experts</b>	The Consultant undertakes to ensure that the services are performed exclusively by the Key Personnel appointed by the Consultant and agreed to by the Centre. Any substitution of the Key Personnel appointed under this Agreement shall constitute a ground for termination.
<b>17. Dispute Resolution</b>	<p>17.1 If any dispute or difference arises in respect of this Contract, the Consultant and the Centre shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective representatives having authority to settle the same.</p> <p>17.2 Subject to the above the Parties agree that all differences or disputes of whatever nature arising under this Contract shall be referred to arbitration in accordance with the Laws of Belize.</p> <p>17.3 Unless the Centre determines or suspends the operation of this Appointment the Consultant shall be obliged to continue to perform and complete the Services during the course of any proceedings.</p>
<b>18 Suspension</b>	The Centre may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension
<b>19. Notice of Termination</b>	<p>19.1 This Contract may be terminated:</p> <p>i. By the Centre without cause and without liability, by giving two weeks' written notice of such termination to the Consultant.</p>

	<p>ii. By either Party by giving two weeks' written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include any breach that a Party has failed to cure within five business days after receipt of written notice by the other Party and an act of gross negligence or wilful misconduct of a Party.</p> <p>iii. As a result of agreement of the Parties to terminate and force majeure. If the Contract is terminated upon these grounds, the Centre shall pay the Consultant for any deliverables submitted for Services satisfactorily performed in accordance with Clause 5 and Annexes I,III and IV.</p> <p>iv. Upon the effective date of termination of this Contract, all legal obligations, rights and duties arising out of this Contract shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Contract.</p>
<b>20. Relationship</b>	<p>20.1 The Parties hereto expressly acknowledge and agree that the Consultant shall render the Services hereunder as an independent Contractor agency and that the employees and/or agents, including the Representative, are not employees of the Centre. As such, neither the Consultant nor any of its employees and/or agents, including the Representative, shall have any right to any Centre employee benefit, entitlement or advantage.</p> <p>20.2 Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the Parties, or as authorizing either Party to act as agent for the other or to enter into any contracts on behalf of the other Party. As such, neither the Consultant nor the Representative is authorized to bind or commit the Centre, either actually or apparently, in any manner whatsoever, without express prior written authority from the Centre to do so.</p>
<b>21. Applicable Law</b>	<p>21.1 The Contract shall be governed and construed in accordance with the Laws of Belize.</p> <p>21.2 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.</p>

	<p>21.3 All Schedules attached to this Contract are incorporated herein and shall be part of this Contract.</p> <p>21.4 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.</p>
<b>22. Alterations</b>	<p>22.1 All additions, amendments and variations to this Contract shall be binding only if in writing by <b>way of addendum</b> signed by the duly authorised representatives both of the Centre and the Consultant.</p> <p>22.2 Notwithstanding paragraph 22.1 above any alterations to the annexes/attachments under this Contract which do not impact scope, budget or term, or do not result in any increased risk to the project shall not require an addendum but may be completed in any written form agreed by the Parties and shall be signed by the duly authorised representative of both parties. Upon execution, such alteration shall be deemed an amendment to the Contract.</p> <p>22.3 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.</p> <p>22.4 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 Consultant.</p>
<b>23. Insurance</b>	<p>23.1 The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and where applicable loss of or damage to equipment purchased in whole or in part with funds provided by the Centre. The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p> <p>23.2 The Centre undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), Sub-consultants, or specialists associated with the Consultant for purpose of the Services, nor for any dependent of any such person.</p> <p>23.3 The Centre reserves the right to require original evidence that the Consultant has taken out the necessary insurance.</p>

<b>24. Force Majeure</b>	<p>24.1 “Force Majeure” shall mean any event beyond the reasonable control of the Parties, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include but not be limited to war, insurrection, riot, civil unrest, sabotage, boycott, embargo, explosion, fire, earthquake, flood, unavoidable accident, epidemic, act of God, action or inaction of any governmental official or agency (civil or military) and refusal of any licences or permits, if properly applied for.</p> <p>24.2 If either Party is prevented from or delayed in performing any of its obligations under this Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> <p>24.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party’s performance is prevented or delayed. The occurrence of any event of Force Majeure affecting either party shall not give rise to any claim for damages or additional costs and expenses suffered or incurred by reason of Force Majeure.</p>
<b>25. Entire Agreement</b>	<p>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.</p>
<b>26. Counterparts</b>	<p>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.</p>

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

**For: THE CENTRE**

**FOR: THE CONSULTANT**

\_\_\_\_\_  
**COLIN YOUNG (PhD)**  
**EXECUTIVE DIRECTOR**  
**CARIBBEAN COMMUNITY**  
**CLIMATE CHANGE CENTRE**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Annex I**  
**“Terms of Reference”**

**Annex II**  
**“Key Personnel”**

**Annex III**  
**“Methodology”**

**Annex IV**  
**“Consultant’s Reporting Obligations”**

**Annex V**  
**“the Confidentiality Agreement”;**

**Annex VI**  
**“Prohibited Practices”**

## **Annex IV**

### **CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT forms part of the agreement it is attached to (the “Agreement”) Annex IV.

Both the Centre and the Contractor may disclose information to one another which they each desire that the other hold in confidence in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement. As a result, the parties agree that:

1. Except as otherwise provided in this CONFIDENTIALITY AGREEMENT, the party receiving confidential information (the “Recipient”) will neither:

- (a) release to any person other than its employees, officers and directors, agents, auditors, consultants, advisors and legal counsel who, without compromising the disclosure of information required for employees’ normal use of internal information systems, need to know such information for the purpose of fulfilling the terms and conditions of the Agreement (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement); nor
- (b) use in any manner not connected with the Agreement, any non-public information, received from the party disclosing confidential information (the “Disclosing Party”) pertaining to the Agreement (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in electronic form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by electronic means) as confidential at the time of its receipt by the Recipient (“Confidential Information”).

2. The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.

3. This CONFIDENTIALITY AGREEMENT shall not apply to any Confidential Information which is:

- (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings;
- (b) disclosed by a Party or its Representatives pursuant to the requirements of the Centre's international commitments;
- (c) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction);
- (d) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the extent that in making such information public, the Recipient was not in breach of this Agreement;
- (e) independently developed by the Recipient;
- (f) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement;
- (g) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information;
- (h) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; or
- (i) required to be disclosed pursuant to the Center's Disclosure Policy. Nothing in this CONFIDENTIALITY AGREEMENT shall prohibit the Centre disclosure, following the signing of the Agreement, of the following information: the name of the Contractor Firm, the amount of the total fees paid by the Centre to the Contractor under the Agreement; and a general description of the Services and Deliverables;

and any such information shall be deemed not to be Confidential Information for the purpose this CONFIDENTIALITY AGREEMENT; provided that if any portion of the Confidential Information falls within any one of the above exceptions, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section 1.

- 4. Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section 3 only because such item or detail is generally referred to in more general information that falls within such exception.
- 5. The parties consent to the Recipient's non-exclusive use of e-mail and any other electronic means of transmission for any disclosure of Confidential Information

that is allowed by the terms of this CONFIDENTIALITY AGREEMENT and agree that unauthorized third party interception of Confidential Information so transmitted will not constitute a breach of the Recipient's obligations under this CONFIDENTIALITY AGREEMENT. For greater certainty, this Section is not intended to limit disclosure by any other means.

6. The Recipient shall be responsible only for direct damages caused to the Disclosing Party by any disclosure of Confidential Information in breach of this CONFIDENTIALITY AGREEMENT. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this CONFIDENTIALITY AGREEMENT.
7. The parties agree that the party which has suffered or would suffer by the breach of this CONFIDENTIALITY AGREEMENT by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, the Centre is not waiving any rights which it may have pursuant to applicable law.
8. All documents, drawing, spreadsheets, data and writings (including electronic materials) disclosing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this CONFIDENTIALITY AGREEMENT shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to the Centre in connection with transactions entered into by the Centre including any financing, insurance or other arrangements whatsoever. The Parties' obligation to protect Confidential Information in accordance with this CONFIDENTIALITY AGREEMENT shall survive such return or destruction of the Confidential Information.
9. This CONFIDENTIALITY AGREEMENT constitutes the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this CONFIDENTIALITY AGREEMENT, agree that this CONFIDENTIALITY AGREEMENT shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.
10. This CONFIDENTIALITY AGREEMENT may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this

CONFIDENTIALITY AGREEMENT shall expire three (3) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this CONFIDENTIALITY AGREEMENT for one year by written notice (by electronic means or otherwise) to the other party, which notice shall be effective upon receipt.

The parties hereto have each executed this CONFIDENTIALITY AGREEMENT by their respective duly authorized officers.

Agreed to:  
Caribbean Community Climate Change Centre  
By \_\_\_\_\_  
Authorized Signature  
Date  
Name: .....

Agreed to:  
By \_\_\_\_\_  
Authorized Signature  
Date  
Name:

## Annex V Prohibited Practices

The Centre requires that all individuals bidding for or participating in a project executed by the Centre including, *inter alia* bidders, suppliers, contractors, consultants, and concessionaries (including their respective officers, employers and agents), adhere to the highest ethical standards, and report to the Centre all suspected acts of Prohibited Practice of which they have knowledge or become aware both during the bidding process and throughout negotiation or execution of a contract which include acts of:

- i. corrupt practice
- i. fraudulent practice
- i. coercive practice
- i. collusive practice
- i. obstructive practice
- i. abuse
- i. financing of terrorism
- i. retaliation against Whistle-blowers or Witnesses
- i. money laundering
- i. tax evasion
- i. Child labour, forced labour, or other forms of trafficking in human beings

The definitions set forth below involve the most common types of Prohibited Practice but are not exhaustive. For this reason, the Centre shall also take action in the event of any similar deed or complaint involving alleged acts of Prohibited Practice, even when these are not specified in the following list.

(a) In pursuance of this policy, the following terms are defined:

- i. A *corrupt* practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party.
- ii. A *fraudulent* practice is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- iii. A *coercive* practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and
- iv. A *collusive* practice is an arrangement between two or more parties designed to achieve an improper purpose, including: to influence improperly the actions of another party.
- v. An *obstructive* practise is:
  - [destroying](#), falsifying, altering or concealing of evidence material to a Centre investigation or making false statements to investigators deliberately in order to materially impede

investigations into allegations of a corrupt, coercive or collusive practice.

- threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Centre investigation or from pursuing the investigations or
  - acts intended to impede the exercise of the Centre's contractual rights of audit or inspection provided or access to information.
- vi. *Abuse* means theft, misappropriation, waste or improper use of property or assets related to the Centre or a Centre-financed project, either committed intentionally or through reckless disregard.
- vii. *Financing of Terrorism* is defined an activity that is associated with the fundraising of funds for terrorist groups which utilize the funds to carryout acts of terror in our society (further defined in the Centre Policy on Money Laundering and Financing of Terrorism Policy)
- viii. *Retaliation against Whistle-blowers and Witnesses* means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistle-blower or Witness, or person associated with a Whistle-blower or Witness, because of his or her report of suspected wrongdoing.
- ix. *Money Laundering* is defined as illicit activities that allow perpetrators to conceal or disguise the identity of funds so that these funds can be introduced into economies as legitimate proceeds. (further defined in the Centre Policy on Money Laundering and Financing of Terrorism Policy)
- x. *Tax evasion* means the illegal non-payment or underpayment of tax.
- xi. *Child labour, forced labour, or other forms of trafficking in human beings* as defined by the International Labour Organisation Convention No.182.

- (b) If it is demonstrated that any firm, consultant or individual bidding for or participating in a Centre-financed project including, bidders, suppliers, contractors, sub-contractors, consultants and concessionaires, or including respective officers, employees, and agents of the Centre has engaged in an act or acts of Prohibited Practices, the Centre may:
- (i) withdraw offer for award of contract for works, goods, and related services.
  - (ii) suspend disbursement for the operation already in progress.
  - (iii) prohibit an individual, entity or firm, either permanently or for a stated period of time, from being awarded or participating in contracts pertaining to projects executed by the Centre except under such conditions as the Centre deems to be appropriate.

**In specific cases the Centre may agree to introduce, into Bid forms for contracts financed by the Centre, an undertaking of the Bidder/Proposer to observe, in**

**competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the tender or RFP documents, and similar associated documents. The Centre will accept the introduction of such undertaking at the request of the Recipient Country, provided the arrangements governing such undertaking are satisfactory to the Centre.**

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