

CARIBBEAN COMMUNITY CLIMATE CHANGE CENTER

(CCCCC)



REQUEST FOR PROPOSAL

Consultancy to

Produce a Project Design and to conduct a detailed Feasibility Study

for

**Building the Adaptive Capacity of Sugarcane Farmers in northern Belize
Preparation Project**

Contract#101/2020 GCF/Belize PPF/CCCCC

November 2020

CONTENTS

SECTION 1. Letter of Invitation.....	4
SECTION 2.....	7
Instructions to Consultants	7
Data Sheet	21
SECTION 3.....	26
Technical Proposal - Standard Forms	26
Form TECH-1 Technical Proposal Submission Form	27
Form TECH-2 Consultant’s Organization and Experience	29
A - Consultant’s Organization	29
B - Consultant’s Experience	30
Form TECH-3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Centre	31
A - On the Terms of Reference.....	31
Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment	32
Form TECH-5 Team Composition and Task Assignments	33
Form TECH-6 - Curriculum Vitae (CV) for Proposed Professional Staff	34
Form TECH-7 Staffing Schedule ¹	36
Form TECH-8 Work Schedule	37
SECTION 4. Financial Proposal - Standard Forms	38
Form FIN-1 Financial Proposal Submission Form.....	39
Form FIN-2 Summary of Costs	40
Form FIN-3 Breakdown of Costs by Activity ¹	41
Form FIN-5 Breakdown of Expenses ¹	43
SECTION 5: TERMS OF REFERENCE.....	46
SECTION 6: CONTRACT	47

REQUEST FOR PROPOSALS

RFP No: Contract#101/2020 GCF/Belize PPF/CCCC

Organization Name:

CARIBBEAN COMMUNITY CLIMATE CHANGE CENTER

Title of Consulting Services:

Consultancy to

Produce a Project Design and to conduct a detailed Feasibility Study

for

**Building the Adaptive Capacity of Sugarcane Farmers in northern Belize
Preparation Project**

SECTION1. Letter of Invitation

Contract#101/2020 GCF/Belize PPF/CCCCC

13th November 2020

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

Dear Sir/Madam.

1. The Caribbean Community Climate Change Centre (CCCCC) has secured project preparation funding from the Green Climate Fund (GCF) Project Preparation Facility (PPF) to develop a full funding proposal for a project titled, **“Building the Adaptive Capacity of Sugarcane Farmers in Northern Belize”**.
2. The CCCCC intends to use part of the proceeds of the grant to contract a Consulting Firm to deliver some of the required studies and shape the final Funding Proposal Application to GCF, i.e. the project design including logic framework and feasibility study including technical, financial and economic analysis. The outputs of this assignment should be aligned with the GCF six investment criteria and requirements for the Funding Proposal Application to the GCF.
3. The CCCCC now invites firms to submit proposals to provide services for a **“Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity of Sugarcane Farmers in northern Belize”**. More details on the services to be provided can be found in the Terms of Reference attached.
4. Request for Proposals for this consultancy will be conducted through the International Competitive Bidding (ICB) procedures and is open to all bidders.
5. 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
- Section 2 – Instructions to Consultants
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract.

6. Interested and eligible consulting firms may obtain further information from *Theresa Sanderson, Procurement Officer, Caribbean Community Climate Change Centre (CCCCC), Email: procurement@caribbeanclimate.bz, between the hours of 8.00 am to 5.00 pm Monday through Friday*, and inspect the Bidding Documents at: <http://caribbeanclimate.bz/>, **Opportunities “Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity of Sugarcane Farmers in northern Belize”**.
7. Bids must be submitted electronically in accordance with the bidding document datasheet. 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: **“Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity of Sugarcane Farmers in northern Belize”** 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), Tuesday 15th December 2020.**

Yours sincerely,



Theresa Sanderson
Procurement Officer

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SECTION 2.

Instructions to Consultants

Definitions

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

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

1. Introduction

- 1.1 The **Caribbean Community Climate Change Centre**, will select a consulting firm/organization (the Consultant) from those who respond to publication for the submission of proposals, in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the 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 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.

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

Conflicting activities

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

Conflicting assignments

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

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

Conflicting relationships

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

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

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

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Centre shall

make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

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

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

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

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

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

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

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

Language

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

Technical Proposal

3.4 Consultants are required to submit a Simplified Technical Proposal (STP). Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-

**Format and
Content**

responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (f) using the attached Standard Forms (Section 3). Paragraph (b) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the STP all comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following subparagraph 3.4 (b) (ii)).
- (b) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (d) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

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

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Centre under the Contract. The Centre will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Centre may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should

respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 4.3 Bids must be submitted electronically via the Centre's electronic procurement system as specified in the BDS.
- 4.4 Bids must be uploaded as two (2) single PDF file to <http://www.caribbeanclimate.bz/bid-submission/>.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Centre no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. Any proposal received by the Centre after the deadline for submission shall be returned unopened.
- 4.6 The Centre shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

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

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

Evaluation of Technical Proposals

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

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

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

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

- 5.7 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: $S = St \times T\%$

6. Negotiations

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

Technical negotiations

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

Financial negotiations

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

- Availability of Professional staff/experts**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Centre expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Centre will require assurances that the Professional staff will be actually available. The Centre will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- Conclusion of the negotiations**
- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Centre and the Consultant will initial the agreed Contract. If negotiations fail, the Centre will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 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.

**Instructions to Consultants
Data Sheet**

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

	or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Centre throughout the selection process and the execution of the Contract.
1.12	Proposals must remain valid 90 days after the submission date, i.e. until: 15th February 2021
2.1	<p>For Requests for Clarification: email: Electronic mail address: procurement@caribbeanclimate.bz Attention: Theresa Sanderson, Procurement Officer Requests for clarification should be received by the Centre no later than: 4th December 2020 Consultants are advised that the responses to the requests for clarification will be only posted on the on the Centre Webpage at: https://www.caribbeanclimate.bz/category/opportunities</p>
3.1	Proposals shall be submitted in the following language: English
3.3 (b)	The level of effort for this assignment is estimated to be not more than 240 man days over 10 months' duration.
3.4	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) <u>For FULL TECHNICAL PROPOSAL (FTP):</u> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 (9) TECH-8 Methodology proposed must be based on a clear rationale for the approach.</p>
3.6	<p>The Financial Proposal shall be prepared using the Standard Forms (Section 4).</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3, FIN-4 (4) FIN-5</p> <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.</p>

	<p>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> <p>Consultants will be accountable for all additional expenses.</p>
3.7	<p>Amounts payable by the Centre to the Consultant under the contract to be subject to local taxation: (a) The Consultant is responsible for paying his/her own taxes.</p>
3.8	<p>Consultant to state all cost in US currency: Yes</p>
4.2	<p>The Centre’s electronic-procurement system shall be used to manage the Submission, withdrawal, substitution, or modification of Bids.</p> <p>Bidders must first register by creating a <u>Username, profile and password</u> before accessing the bid submission form at the URL: www.caribbeanclimate.bz/bid-submission.</p> <ol style="list-style-type: none"> 1. Prior to Bid Submission, Bidders will be required to complete the bid submission form with fields that include: <ol style="list-style-type: none"> ii. Name of Bidder (Company): iii. Contract Reference: iv. Contract Title: v. Name and Email address of uploader 2. Bidders can upload up to 2 files maximum in one submission with maximum file size of 60 MB per file. The following types of files are currently allowed: JPEG, PNG, JPG, GIF, PDF, DOC, DOCX, PPT, PPTX, EXCEL and ZIP. 3. Files must be clearly named so as to identify the bidder. 4. An automatic receipt time stamped email will be sent to the uploader’s email account as a receipt and proof of submission. 5. Each submission will be given a confirmation number. <p><u>Submissions of Bids.</u></p> <p><i>i) Bids must be uploaded as two (2) PDF file to http://www.caribbeanclimate.bz/bid-submission/.</i></p> <p>iii) The subject matter of the email must read: Contract#101/2020 GCF/Belize PPF/CCCCC. Bids must be secured with a password. Such password must be emailed to tsanderson@caribbeanclimate.bz no later than 15 minutes prior to the deadline for bid submission. The subject matter for email containing password must read: Contract#101/2020 GCF/Belize PPF/CCCCC [bidder’s name]</p> <p>Deadline for submission: <u>on or before 2:00pm (GMT-6), Tuesday 15th December 2020</u></p>

Evaluation of Proposals:

Candidates will be selected based on a cumulative weighted analysis including the following:

1. Technical qualifications (70 points)
2. Financial considerations and the cost of the proposal (30 points)

5.2

Criteria, and point system for the evaluation of the Technical Proposals and Financial Proposal are:

	Maximum Points
A. Competencies required from the firm	15
B. Methodology	30
C. Key Expert 1	25
D. Key Expert 2	15
C. Key Expert 3	15
Total	100

Required Minimum Technical Score 70 points

5.3	There will be no public opening of bids. Consultants will be informed of the results of the evaluation after the completion of negotiations with the successful firm
5.7	<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: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70, and P =30</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.</p>
6.1	Expected date and address for contract negotiations: To be determined after confirmation of availability of professional staff
7.2	Expected date for commencement of consulting services: February 2021

SECTION 3. Technical Proposal - Standard Forms

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

Checklist of Required Forms

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
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	40
√	√	TECH-5	Team Composition and Task Assignment	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√		TECH-7	Staffing Schedule	
√		TECH - 8	Work schedule	

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

Form TECH-1 Technical Proposal Submission Form

*Belize, Central American
(date)*

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity Sugarcane Farmers in northern Belize** in accordance with your Request for Proposal dated 13th November 2020 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

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

{OR

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

We hereby declare that:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

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

A - On the Terms of Reference

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

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

Form TECH-5 Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

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

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

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

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

6. Membership of Professional Associations: _____

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

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

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

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

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

Form TECH-7 Staffing Schedule¹

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

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

Full time input
 Part time input

SECTION 4. Financial Proposal - Standard Forms

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

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

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

Form FIN-1 Financial Proposal Submission Form

Belize, Central American
Date

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity of Sugarcane Farmers in northern Belize**” in accordance with your Request for Proposal dated 13th November 2020 and our Technical Proposal. Our attached Financial Proposal is for the sum of

_____ [Insert amount(s) in words and figures¹].

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 below²:

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 paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2 Summary of Costs

Item		
	[US Currency] ¹	
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency. All cost must be in USD.
- 2 Indicate the total costs, net of local taxes, to be paid by the Centre in US Currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3 Breakdown of Costs by Activity¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____	
Cost component	Costs	
	[US Currency]	
Remuneration ⁵		
Expenses ⁵		
Subtotals		

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

Form FIN-5 Breakdown of Expenses¹

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

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

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity of Sugarcane Farmers in northern Belize”

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *US Currency*)

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

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

SECTION 5: TERMS OF REFERENCE

ANNEXED AS SEPARATE FILE

CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE

Terms of Reference

for the Consultancy to

Produce a Project Design and to conduct a detailed Feasibility Study

for

**Building the Adaptive Capacity of Sugarcane Farmers in
northern Belize Preparation Project**

SECTION 6: DRAFT CONTRACT
Contract#101/2020 GCF/Belize PPF/CCCCC

This contract is made between the **Caribbean Community Climate Change Centre**, having its principal place of business at **2nd Floor, Lawrence Nicholas Building, Ring Road, City of Belmopan, Belize** (*hereinafter referred to as “the Centre”*) acting hereinafter and represented by Colin Young, PhD, Executive Director on the one Part and _____, having its principal place of business at _____ (*hereinafter referred to as “the Consultant”*) acting hereinafter and represented by _____, (*designation*) on the other Part;

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

WHEREAS the Centre, has secured project preparation funding from the Green Climate Fund (GCF) Project Preparation Facility (PPF) to develop a full funding proposal for a project titled, “Building the Adaptive Capacity of Sugarcane Farmers in Northern Belize” (the Project);

AND WHEREAS the is the 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 part of the proceeds towards this contract titled: **“Consultancy to Produce a Project Design and to conduct a detailed Feasibility Study for Building the Adaptive Capacity of Sugarcane Farmers in northern Belize”**

AND WHEREAS, the Consultant has represented that it is qualified to render effectively and efficiently the required services and it will assign suitably qualified Specialists to perform the tasks set out in Annex I under this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

- (iv) The Centre and the NDA will fulfill the obligations detailed in Annex D “The Center’s and the Beneficiaries Obligation”.

Annexes A to D constitutes an integral part of this Contract

2. Term

This Contract shall take effect from the date signed by the latter party (“the Effective Date”) and shall automatically terminate on _____ (“the Expiration Date”) or any other period as may be subsequently agreed by the parties in writing. The Consultant shall perform the Services during the Effective and Expiration Dates and in accordance with the timelines outlined in Annex B.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Centre shall pay the Consultant an amount not to exceed *[US in words and numbers]*. This amount includes *[US in numbers]* as Professional fees inclusive of expenses necessary to carry out the work. This amount has been established based on the understanding that it includes all of the consultant’s non-travel related costs and profits as well as any tax obligation that may be imposed on the consultant. In addition, travel related accountable expenses are estimated at *[US in numbers]*.

B. Schedule of Payments

The schedule of payments is specified below:

10% valued at USD\$ upon the Centre's acceptance of **Deliverable 1, (an inception report and a work plan)** and submission of an invoice in the same amount;

10% valued at USD\$ upon the Centre's acceptance of **Deliverable 2, (Baseline Report)** and submission of an invoice in the same amount;

20% valued at USD\$ upon the Centre's acceptance of **Deliverable 3, & 4 (Draft ESIA)** and submission of an invoice in the same amount;

20% valued at USD\$ upon the Centre's acceptance of **Deliverable 5 & 6(Final ESIA)** and submission of an invoice in the same amount

*20% valued at USD\$ upon the Centre's acceptance of **Deliverable 7&8 (Draft ESMP)** and submission of an invoice in the same amount*

*20% valued at USD\$ upon the Centre's acceptance of **Deliverable 9&10 (Final ESMP)** and submission of an invoice in the same amount*

100% Total

C. Payment Conditions

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

4. Performance Standards

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

5. Confidentiality

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

6. Contract Coordination

Coordinator.

The Consultant will report to Centre's designee for contractual and administrative purposes. The Centre's designee will be responsible for the coordination of activities under this contract and for the receipt and acceptance of all reports as set out in Annex B of this Contract. The project core team from the NDA will provide additional technical advice and inputs, day-to-day coordination and oversight for this consultancy..

B. Reports.

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

- 7. Replacement of Key Experts** Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Centre under the Contract shall belong to and remain the property of the Centre. The Consultant may retain a copy of such documents and software however will not be allowed to disclose such information with express written approval of the Centre.
- 9. Rights and Obligations** 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.
- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 11. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 12. Conflict of Interest** The Consultant:
- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Centre to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.
 - (b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
 - (c) Agrees that, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.

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

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

13. Assignment

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

14. Indemnity

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

15. Termination of Contract

a) The Centre may terminate this Contract with at least five (5) working days prior written notice to the Consultant, if the Consultant does not remedy a failure in the performance of its obligations under this Contract within seven (7) working days, after being notified, or within any extended period as the Centre may have subsequently approved in writing;

b) Without constituting a breach of contract by either party, the present contract may be terminated for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfilment of the obligations by of the parties, if written notice is sent fifteen (15) days beforehand.

In this event of termination on any of the above grounds, the Centre shall pay the Consultant for any deliverables submitted of Services satisfactorily performed in accordance with Clause 3 and Annexes A and B

16. Law Governing Contract and Language

The Contract shall be governed by the laws of Belize, and the language of the Contract shall be in English.

17. Dispute Resolution

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

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

SIGNATURE:

SIGNATURE:

.....
COLIN YOUNG (PhD)
EXECUTIVE DIRECTOR

.....

CLIMATE CHANGE CENTRE

DATE: _____

DATE: _____