



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

REQUEST FOR QUOTATIONS
Supply and Delivery of Electric Vehicle, Belize C.A.
Contract #63/2024/GAC/BELIZE/CCCCC

Date of Issue	May 10th, 2024
Deadline for Submission	on or before 2:00 p.m. (GMT-6), May 31st, 2024
Destination of Goods	Attention: Caribbean Community Climate Change Centre 3rd Floor, David L. McKoy Business Center, Bliss Parade City of Belmopan, Cayo District Belize C.A.

Dear Sir/Madam,

1. The **Caribbean Community Climate Change Centre (the Centre)** has received financing from the **Global Affairs Canada (GAC)** for the implementation of the project “**Enhancing Ecosystems and Coastal Protection for Climate Change Resilience in the Caribbean, ECP-Caribbean**” and intends to apply a part of the proceeds towards a contract for the *Supply and Delivery of Electric Vehicle, Belize C.A.*
2. The Centre now invites bids for the *Supply and Delivery of Electric Vehicle, Belize C.A., Contract #63/2024/GAC/BELIZE/CCCCC*
3. Quotations are to comply with the enclosed documents making up this RFQ:
 - Section 1: Instructions to Bidders*
 - Section 2: Form of Quotation*
 - Section 3: Bidders Information Form*
CCCCC Anti-Money Laundering Information Form
 - Section 4: Prices and Schedules for Supply*
 - Section 5: Technical Specifications (Required and Offered) Section*
 - Section 6: Form of Contract [for information only]*
 - Section 7: Letter of Acceptance [for information only]*
4. Contract Award: The Centre will award the contract to the bidder whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest evaluated price and is technically responsive.

If required, the Supplier shall be paid an advance payment of up to 50% of the contract price valued upon presentation of an **Original Advance Payment Security**.



Ms. Cindy Orellano
Lead Procurement Officer

Bidder Check list for submission documents:

No.	Document	YES	NO
1	<i>Completed Section 2: Form of Quotation</i>		
2	<i>Completed Section 3: a.) Bidders Information showing Historic information on contracts: of a similar nature and value; Contact information for persons who received the supply. b.) CCCCC Anti-Money Laundering Information Form</i>		
3	<i>Completed Section 4: Prices and Schedules for Supply</i>		
4	<i>Completed Section 5: Technical Specifications (Required and Offered)</i>		
5	<i>Pictures and brochures for items quoted</i>		
6	<i>Copy of Certification of Registration and VAT / GST Certificate, if relevant</i>		
7	<i>Letter of Good Standing from your financial institution (Bank)</i>		
8	<i>Authorization to Sign/Power of Attorney</i>		
9	<i>Manufacturer Authorization certificate</i>		
10	<i>Warranty Certificate Statement</i>		

REQUEST FOR QUOTATIONS
Supply and Delivery of Electric Vehicle, Belize C.A.
Contract #63/2024/GAC/BELIZE/CCCC

SECTION 1. INSTRUCTIONS TO BIDDERS

The **Caribbean Community Climate Change Centre (the Centre)** has received financing from the Global Affairs Canada (GAC) for the implementation of the project “*Enhancing Ecosystems and Coastal Protection for Climate Change Resilience in the Caribbean, ECP-Caribbean*” and intends to apply a part of the proceeds towards a contract for the **Supply and Delivery of Electric Vehicle, Belize C.A., Contract #63/2024/GAC/BELIZE/CCCC**.

- (a) **Scope of Goods:** The Caribbean Community Climate Change Centre [*the Centre*] hereby invites Bidders to submit Quotations for the following Goods:

#	ITEM	QUANTITY
	Electric Sport Utility Vehicle (SUV)	1

- (b) **Bidder/Supplier Eligibility: To be eligible to submit a Quote, Bidders MUST meet the criteria detailed below:**

- (i) Bidders must not be, or have been, associated with the organization that prepared for the Centre the design or specifications of the Goods.
- (ii) At the time of submitting a Quote, a Bidder MUST be registered on the Centre’s Bidders’ Data Base and not be in an ineligible/suspended state by the Centre, as noted on its Data Base - refer: <https://www.caribbeanclimate.bz/invitation-for-consultants-and-suppliers-to-register/>
- (iii) Bidders must be a legally registered firm.

In addition, the following qualification criteria will be assessed:

- i. Financial:** the financial situation of the company should not be in deficit, taken into account debts, at the beginning and end of the year. ***Provide Letter of Good Standing from your financial institution.***
- ii. Professional:** has professional certificate appropriate to this contract, such as an [*authorised dealer for the supply and/or certificate in the maintenance, after sales service of such supplies.*] ***Provide Manufacturer Authorization certificate.***
- iii. Technical:** The company has successfully provided supplies of a similar nature with a cumulative value of **US \$75,000.00** in the fields related to this contract in the past three (3) years. ***Provide historic information on***

contracts: of a similar nature and value and include contact information for persons who received the supply.

(c) Prices:

- (i) **Bidders MUST quote for ALL items.** The Contract will be governed by the terms and conditions of the attached Form of Contract or where applicable, a Purchase Order will be issued.
- (ii) Prices should be quoted 'Delivered at Place' (DAP), INCOTERMS 2020 for Goods imported to the Caribbean Community Climate Change Centre, 3rd Floor, David L. McKoy Business Center, Bliss Parade, City of Belmopan, Cayo District, Belize C.A.
- (iii) The Centre enjoys exemption from taxes and duty; therefore, the quoted price shall NOT include customs duty, import and any other taxes or fees, applicable to goods imported in Belize.
- (iv) Prices must be quoted in United States Dollars (USD). Payment will be made in USD. *(For Purchases in Belize, BZD)*
- (v) The Centre reserves the right at the time of Contract / Purchase Order finalization to increase or decrease the quantity of Goods originally specified without any change in unit prices or other terms and conditions.

(d) Alternative Options: Quotations for alternative Goods to those defined in the attached documents *will not* be permitted.

(e) WARRANTY: Goods offered should be covered by Manufacturer's warranty for at least **Five (5) years** from the date of delivery to the **Caribbean Community Climate Change Centre, 3rd Floor, David L. McKoy Business Centre, Bliss Parade, Belmopan City, Belize C.A.** *Please see the detailed warranty in the technical specifications. Please specify the warranty period and terms in detail.*

(f) Errors: In assessing the Quotations, the Centre will adjust for any arithmetical errors as follows:

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

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

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

- **the Supplier's training manual, maintenance/after sales service, and availability of parts**

- the quality and technical suitability of the product vis-à-vis the specifications and its robustness.
- The life cycle costs.

(h) Quotation Submission and Deadline:

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

Submission procedure is detailed at paragraph (q).

- b. In addition, all Bidders must submit:
- pictures and brochures for items quoted;
 - a copy of their Certification of Registration and VAT / GST Certificate, if relevant

(i) **Quote Validity:** Bidders' Quotations shall be valid for a period of Ninety [90] calendar days from the deadline for submission, that is until **August 29th, 2024**.

(j) **Failure to Honour Quote:** If a Bidder withdraws its Quotation during the validity period and/or refuses to accept the award of a Contract when and if awarded, then the Bidder will be excluded from Bidding (either as a prime or sub-supplier) on any of the Centre's solicitations for a period of **twelve (12) months**.

(k) **Contract Award:** The Centre will award the contract to the bidder whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest evaluated price and is technically responsive. Evaluation will be done for **[as a Lot]**. The contract will be governed by the terms and conditions of the attached form of contract, or a purchase order, where applicable

(l) **Notification of Award:** The Bidder whose Quotation has been accepted will be notified of the award of a Contract through the Letter of Acceptance issued by the Centre.

(m) **Cost of Quotations:** Bidders shall bear all costs associated with the preparation and submission of their Quotations, and the Centre will in no case be responsible or liable for those costs. The Centre reserves the right to reject any or all quotations and to annul this process at any time prior to the award without thereby incurring any liability.

(n) **Additional Information:** If any additional information is required about this RFQ, it must be requested in writing no later than **Five (5) business days** before the Quotation submission deadline, by email to corellano@caribbeanclimate.bz.

Any additional information that would benefit all Bidders will be communicated to all invited bidders. However, the source of the request will not be disclosed.

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

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

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

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

(q) **Submissions of Bids.**

- i) Bids should be addressed to Colin Young (PhD), Executive Director, Caribbean Community Climate Change Centre
- ii) Bids must be uploaded as one (1) PDF file to <http://www.caribbeanclimate.bz/bid-submission/>.
- iii) The subject matter of the submission must read: ***Supply and Delivery of Electric Vehicle, Belize C.A.***

The deadline for submission of bids is **on or before 2:00 p.m. (GMT-6), Friday May 31st, 2024.**

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

SECTION 2 - FORM OF QUOTATION

[Bidder letterhead]

FORM OF QUOTATION

[Date]

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

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

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

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

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

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

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

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

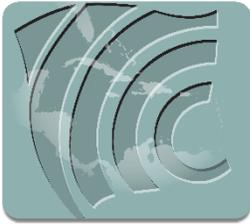
SECTION 3 – Bidder Information Form

Bidder Information Sheet

Date: _____

[Insert Contract Title and Number]

1. Bidder’s Legal Name:
2. Bidder’s Company name:
3. Bidder’s Company Registration certificate: <i>(Attach Articles of Incorporation or Registration of company)</i>
4. Bidder’s Authorized Representative Information Name: Address: Telephone # Mobile # Email Address: Company Website:
5. Bidder nationality:
6. Company Profile: Approximately One (1) page, annexed to Bidder Information Sheet
7. Historic information on contracts: of a similar nature and value. (Please include contact information for persons who received the supply and include more space as necessary. <hr/> <hr/> <hr/> <hr/> <hr/>



Caribbean Community Climate Change Centre

CCCCC Anti Money Laundering Information Form 2 (Legal Entity)

Legal Classification of Business <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Registered Business <input type="checkbox"/> Consultant <input type="checkbox"/> Other: _____
Registered Name of Legal Entity
Registered Office Address:
List of Directors/Beneficial Owners of Legal Entity: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____
Mailing/Residential Address of Directors/Beneficial Owners of Legal Entity Please insert address to correspond with the name listed at each number above. 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____
Company/Business Registration Number:
Primary Business Activity:
Nature of Business Transaction:

Office Number:	Cell Phone Number:	Fax Number:
E-mail Address:		Website URL:
Certified copies of the following documents have been submitted in support of the information herein (Check all that apply) <input type="checkbox"/> Certificate of Incorporation/letters of Association <input type="checkbox"/> Partnership Deed <input type="checkbox"/> Business Registration <input type="checkbox"/> Other: _____		
Name of Authorized Representative		Title
Residential address of Authorized Representative (if not listed above)		Phone number
Authority to sign:		<input type="checkbox"/> Certified Board Resolution <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other: _____
Authorized Signature		Date:

SECTION 4 - PRICES AND SCHEDULES FOR SUPPLY

Terms and Conditions of Supply¹

Contract Title: Supply and Delivery of Electric Vehicle
Belize C.A.
Purchaser: **Caribbean Community Climate Change**
Centre Contract Ref: Contract #63/2024/GAC/BELIZE/CCCCC

Item No	Description of Goods	Quantity	Unit Price²	Total Price at final destination (includes all taxes, VAT, customs, duties, inland transportation and insurance)³	Delivery Date

¹ Please fill in for all items quoted

² In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail.

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

SECTION 5 - TECHNICAL SPECIFICATIONS (REQUIRED AND OFFERED)

LOT 1 – ONE (1) ELECTRIC SPORT UTILITY VEHICLE (SUV)

#	Quantity	Item	Minimum Specifications Required	Specifications of Goods offered (to be completed by the Bidder)
1.	1	General	Sport Utility Vehicle (SUV) type Left Hand Drive (LHD) Minimum of five (5) passenger seats Minimum top speed of 140 km/hr Capable of maintaining a sustained speed of \geq 80km/hr with no loss of power Year 2023 model or later	
2.		Motor	Dual Motor Permanent Magnet Synchronous Motor or equivalent technology	
3.		Battery	Battery Electric Vehicle (BEV) Minimum driving range of 500 km (according to New European Driving Cycle (NEDC) rating) Minimum AC charging capability of 7 kW AC Charging time: 0 to 100% in not more than 8 hours	

4.		Charging cable	<p>Single-phase 220 VAC 60 Hz destination charger for charging at home.</p> <p>Equipped with all on-board and off-board equipment required to allow for charging of the vehicle's energy storage system when the vehicle is not in use.</p> <p>Equipped with all on-board and off-board equipment required to allow for fast charging of the vehicle's energy storage system when the vehicle is not in use.</p> <p>The minimum length of the cable shall be at least 5 metres</p>	
5.		Dimensions	Ground clearance of 155 mm or more	
6.		Wheels/Tyres	<ul style="list-style-type: none"> i. Standard alloy rims ii. Minimum of 17 inches in diameter iii. All terrain iv. Tubeless Tyres <p>Must be provided with a Full-sized Spare Tyre</p>	
7.		Steering	Electric Power Steering	
8.		Brakes	<ul style="list-style-type: none"> i. Anti-locking braking system with regenerative braking mechanism. ii. Electronic parking brake 	
9.		Display/Gauges	The system shall include the onboard display with all the gauges, indicators, signals as necessary for efficient operation, functional monitoring that includes (but is not limited to) battery charge indicator, temperature, pressure, transmission gauge etc.	

10.		Toolkit	A set of toolkits for general maintenance purposes and a tyre repair kit shall be provided.	
11.		Other Essentials	The vehicle shall be equipped with the following essential accessories but kindly note that it shall not be limited to the below mentioned items. The vendor could propose more inbuilt options as per the manufacturer's standards.	
12.		Climate Control	<ul style="list-style-type: none"> i. Air Conditioning for cooling and heating ii. Air Filter iii. Rear AC Vent and controls 	
13.		Audio	HD Radio with FM station reception	
14.		Seats	<ul style="list-style-type: none"> i. Seat, 4-way (or more) manual bucket driver seat ii. Seat, 2-way (or more) manual bucket front passenger seat iii. Height-adjustable front and rear head restraints 	
15.		Windows	Power windows	
16.		Instrumentation	Shift position indicator (A/T) Rear-view camera with distance	
17.		Mirror	Power-folding side mirrors Rear-view mirror	

18.		Lights (LED)	Fog lights Headlight range control Headlamp	
19.		Flooring	Carpeting	
20.		Convenience	Front sun visors 12 Volt Accessory Power Outlet USB port/ Bluetooth Smart Key Push Button Start	
21.		Safety	Front airbag for the driver and passenger Head and side airbag Front and rear safety belts Brake assists system (BAS) Electronic stability control (ESC) or equivalent Hill assist control (HAC) Lane-keeping assist system (LKAS) Park distance control	
22.		Security	Engine immobilizer Anti-theft alarm system Power door locks	
23.		Warning	Door ajar Front driver and passenger seat belt warning	
24.		Exterior Color	Factory standard	

			CCCCC reserve the right to choose from available factory standard colours during the ordering process.	
25.		Interior Color	Factory standard CCCCC reserve the right to choose from available factory standard colours during the ordering process.	
26.		Infotainment and Connectivity	Dynamic cruise control Bluetooth® wireless technology for hands-free calling and phonebook downloading capabilities Navigation Business	
27.	Parts, Repairs and Training Manuals		<p>i. The successful bidder shall supply CCCCC with access to a comprehensive training manual in English which describes:</p> <ul style="list-style-type: none"> - Appropriate use of the vehicle purchased - Appropriate charging pattern and use of the vehicle's battery - Inappropriate use/charging patterns that could damage the battery, that is not covered by the warranty of the vehicle and should be avoided. - Comprehensive repairs and parts manual which identify the component parts and describes the appropriate process for repairing the vehicle purchased. <p>ii. Hard copy <u>manuals</u> meeting these requirements must be provided via printed copy, CD or DVD. Where hard copy manuals are provided, at least one copy of the vehicle model type ordered is required</p>	

		<p>and shall be delivered with the vehicle prior to the CCCCC issued payment.</p> <p>iii. All signs and instructions in the vehicle (dashboard, list of parts, maintenance, operational manuals etc.) must be in English.</p>	
28.	After-sales Service	Availability of an authorized service centre in Belize that can provide corrective and preventive maintenance as well as firmware updates.	
29.	Warranty	<p>Vehicle: 5 years or 125,000 km Battery pack & motor: more than 6 years Towing Service: In the event of a mechanical breakdown normally covered under the Vehicle Warranty, the vehicle should be transported at no cost to the nearest car dealer maintenance garage. Warranty certification/documentation for the EV including summary overview of warranty arrangements shall be included in the system documentation.</p> <p>i. An overview of available warranty extension options for main components shall be provided with the associated cost as a separate line item in the price schedule.</p> <p>ii. Any cost associated with warranty replacements during the warranty period will be borne by the supplier.</p>	
30.	Quality Assurance	Meet the Quality Assurance Criteria outlined in the Detailed Technical Specifications	
31.	Inspections and Tests	Meet the Inspections and Tests outlined in the Detailed Technical Specifications	

SECTION 6 – Form of Contract



**Caribbean Community
Climate Change Centre**

**DONOR:
Global Affairs Canada (GAC)**

**NAME OF CONTRACT
SUPPLY AND DELIVERY OF ELECTRIC VEHICLE, BELIZE C.A.**

DATE: MAY 2024

Contract #63/2024/GAC/BELIZE/CCCCC

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

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

WHEREAS the Centre has received financing from the *Global Affairs Canada (GAC)* for the implementation of the project *Enhancing Ecosystems and Coastal Protection for Climate Change Resilience in the Caribbean, ECP-Caribbean*.

AND WHEREAS, in pursuance of its objectives the Centre wishes to utilize a portion of the funds towards the Contract *Supply and Delivery of Electric Vehicle, Belize C.A.* (hereinafter referred to as “the Goods”);

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

NOW THEREFORE, the parties hereby agree as follows:

1. SCOPE OF SUPPLY

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

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

These Schedules form an integral part of this Contract.

2. CONSIDERATION

2.1 It is understood and agreed that this is a fixed price contract for the supply of the Goods by the Supplier in the sum of _____ **United States Currency (USD)**;

2.2 *This Contract Price includes delivery by the Supplier, on the basis of DAP to the [State place of Delivery];*

3. COMMENCEMENT AND DURATION

3.1 The date this Contract is signed by the last party will be deemed the Effective Date. This Contract will expire by the performance of both Parties in accordance with its terms, including the **five (5) years Warranty Period** on the Goods effective from date of acceptance by the Centre.

3.2 The Goods are to be delivered by the within **[indicate duration]** from the Effective Date of this Contract.

4. PAYMENTS

a. Payments shall be made as follows:
[Choose option or combination of options]

Option 1: Full Payment

(a) The Supplier shall be paid 100% of the Contract Price upon delivery and acceptance of the Goods by the Centre and submission of an invoice in the same amount.

Option 2: Partial payment on delivery

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

Option 3: Advance and balance payment

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

Option 4: On shipment

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

Balance payments of

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

5. DEFECTS ON OR AFTER DELIVERY

5.1 The Supplier shall be responsible for making good with all possible speed any defect in or any damage to any portion of the Goods which may appear or occur under proper use during a period stipulated in Schedule II (*Warranty*) after the Goods have been delivered to the Centre and which arises either:

- (i) from defective materials, workmanship or design, or
- (ii) from any act or omission of the Supplier done or omitted during the said period.

5.2 If any such defect or damage be not remedied within a reasonable time, the Centre may proceed to remedy the defect at the Supplier's risk and expense.

5.3 Should any of the Goods fail to conform to the Specifications, the Centre may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Centre.

6. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery within the period specified in the Contract, the Centre may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2%) of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of the delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). Once the maximum is reached, the Centre may terminate the Contract.

7. WARRANTY

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

8. INDEMNITY

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

9. THE SUPPLIER WARRANTS THAT IT WILL:

- a)** Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation, abuse and harassment (SEAH) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEAH shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes; and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b)** Strongly discourage its employees or other personnel from having sexual relationships with beneficiaries under the assigned project.
- c)** Report timely to CCCCC any allegations or suspicions of SEAH, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEAH.
- d)** Ensure that the SEAH provisions are included in all subcontracts if permissible under the Agreement.
- e)** Adhere to the above commitments at all times. Failure to comply with clauses (a) to (d) shall constitute grounds for immediate termination of this Agreement.

10. TERMINATION

10.1 Termination for Default

- (a) The Centre, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Centre has engaged in fraud and corruption, as defined in Clause 10 below, in competing for or in executing the Contract.

- (b) In the event the Centre terminates the Contract in whole or in part, the Centre may procure, upon such terms and in such manner as it deems appropriate, Goods like those undelivered. The Supplier shall be liable to the Centre for the full refund of any Advance Payment or any additional costs for such similar Goods.

10.2 Termination for Insolvency

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

10.3 Termination for Force Majeure

The Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Centre in writing of such condition and the cause thereof. Unless otherwise directed by the Centre in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. PROHIBITED PRACTISE

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

12. APPLICABLE LAW

- 12.1** The Contract shall be governed and construed in accordance with the Laws of Belize.
- 12.2** 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.
- 12.3** All Schedules attached to this Contract are incorporated herein and shall be part of this Contract.
- 12.4** 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.

13. ALTERATIONS

- 13.1** All additions, amendments and variations to this Contract shall be binding only if in writing and signed by the duly authorised representatives both of the Centre and the Supplier.
- 13.2** This Contract supersedes any previous Contract or arrangements between the Parties in respect of the Services (whether oral or written) and represents the entire understanding between the Parties in relation thereto.
- 13.3** Notwithstanding the date of this Contract, it shall have effect as if it had been executed upon the actual commencement of the services by the Supplier.

14. INSURANCE

The Supplier will be responsible for taking out any appropriate insurance coverage. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation to the name place of destination.

15. ENTIRE AGREEMENT

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

16. COUNTERPARTS

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

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

FOR THE CENTRE:

FOR THE SUPPLIER

.....
COLIN YOUNG PHD
EXECUTIVE DIRECTOR
CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE

.....

Witness _____

Witness: _____

Date: _____

Date: _____

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

SECTION 7 – Letter of Acceptance

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

To: _____ [*Name and address of the Supplier*]

Dear Sir or Madam,

This is to notify you that your Quotation dated _____ for the supply of [*description of Goods, name and number of the Contract*] for the Contract Price of [*currency*] _____ [*amount in words and figures*], delivered to _____ [*insert destination/country*] by _____ [*insert delivery date or delivery time from the Effective Date*] complying with the Centre’s Request for Quotation, has been accepted by the Centre.

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

For and on behalf of the Centre:

Authorized Signature: _____

Name of Signatory: _____

Title : _____