

## **Annex III**

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# **Standard Bidding Document for Open Tendering**

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## **The Procurement of Goods**

## Preface

1. This Standard Bidding Document (SBD) has been prepared by the Government of Belize, Ministry of Finance and Economic Development, for the Procurement of Goods and Related Services under the Open Tendering method when financed by public funds (State or other public source of funds) and to enable Procuring Entities to select the lowest evaluated Bidder. This SBD can also be used and adapted for International Competitive Bidding (ICB).

2. These SBDs dated ..... *[insert date]* are in accordance with the Government of Belize's procedures for the procurement of Goods, Works and Services, and have been adapted to the needs of Belize from internationally acceptable model formats. The SBDs when properly completed will provide all the information that a Bidder needs in order to prepare and submit a Tender. This should provide a sound basis on which the Purchaser can fairly, transparently and accurately carry out a bid evaluation process.

3. This standard document shall be used for the Open Tendering method and may also be used for the Selective Tendering method, whereby Tenderers are invited from a list of pre-selected Bidders where a list is maintained, and for the Limited Tendering procedure.

3. The guidelines and instructions for the procurement of goods are described within this tender document model in the italic text into brackets [ ]. Users are also encouraged to refer to Section 20 Standard Bidding Documents & Important Clauses of the Public Procurement Procedure Handbook (PPPH) (Volume I) and to the relevant Guidance Notes for SBDs (Annex VII c, Volume II).

4. This Standard Bidding Document model has been prepared for the procurement of Goods with an estimated value of more than BZD 20,000. It shall also be used for the procurement of General support Services, as defined in the PPP Handbook Glossary of Terms and in Sub-Section 38.7 of the PPPH Part II, with minor appropriate modifications.

To obtain further information, please contact:

\_\_\_\_\_  
\_\_\_\_\_*[insert contact person details]*

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# Instructions

In order to simplify the preparation of Bidding Documents for each procurement, the SBD groups the provisions that are intended to be used unchanged in Section I. Instructions to Bidders and in Section III. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section II. Bid Data Sheet (BDS); Section IV. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section V. Technical Specifications & Statement of Compliance. The forms to be used are provided in Section VII. Bidding Forms, and Section VIII. Contract Forms.

Care should be taken to check the relevance of the provisions of the SBDs against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each Section is prepared with notes intended only as information for the Purchaser or the person drafting the Bidding Documents. These notes shall not be included in the final documents, except for the notes introducing Section VIII. Contract Forms, where the information is useful for the Bidder.

- a) Specific details, such as the “name of the Purchaser” and “address for Bid submission,” should be furnished in the Invitation for Bids, the Bid Data Sheet, and the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b) Amendments, if any, to the Instructions to Bidders and the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the documents, although they contain instructions that the Purchaser should strictly follow. The final documents should contain no footnotes.
- d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders and Bid Data Sheet should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. Criteria that are not applicable should be deleted from the Bid Data Sheet.
- e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Purchaser for each procurement package.
- f) The forms provided in Section VII. Bidding Forms should be completed by the Bidder or Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

# INVITATION FOR BIDS

**[Purchaser's Name]**

**Location:**

1. The Government of Belize (GoB), acting through the Ministry of \_\_\_\_\_ *[insert Ministry's name]*, now invites sealed Bids for \_\_\_\_\_ *[insert brief description of Goods]*.
2. Procurement of the \_\_\_\_\_ *[insert description of Goods]* will be conducted through **Open Tendering** Procedures in accordance with the Government's Public Procurement Procedures Handbook.
3. This invitation is opened to all eligible Bidders as described in the Bidding Documents.
4. Interested eligible Bidders may obtain further information and inspect the Bidding Documents. For this purpose, the original Bidding Documents are available for view during office hours from \_\_\_\_\_ to \_\_\_\_\_ am and from \_\_\_\_\_ to \_\_\_\_\_ pm, from Monday to Friday, except public holidays, at the address given below:

\_\_\_\_\_ *[insert Ministry's name, full address, contact name and telephone/fax numbers; email address]*

5. Qualification requirements are as specified in Instructions to Bidders, Clause 14, Documents "Establishing the Eligibility and Qualifications of the Bidder", and in the Bid Data Sheet.
6. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written application to the address given in paragraph 11 below and payment of a non-refundable fee of BZD \_\_\_\_\_.
7. The method of payment will be in cash. The Bidding Documents will be collected in person by the bidder. Other than payment of the non-refundable fee specified above, there shall be no other conditions for purchase of the Bidding Documents. In the event interested Bidders have difficulty purchasing the Bidding Documents, they may contact in writing:

\_\_\_\_\_  
\_\_\_\_\_ *[insert contact details]*

8. Bids must be delivered to the address given below in paragraph 11, on or before \_\_\_\_\_ *[insert date and time]*. Late bids will be rejected. Electronic bidding shall not be permitted. Interested public/NGO/Civil societies may also attend the bid opening.
9. All bids shall be accompanied by a **Bid Securing Declaration** as specified in the Instructions to Bidders.
10. The Government of Belize will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract financed by the Government of Belize, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.
11. The address referred to above is the address for the (i) collection of Bidding Documents;(ii) submission of Bid Documents; and (iii) opening of bids, as stated below:

Purchaser's Name

Address:

Tel: (office hours):

Fax: (office hours):

E-mail:

12. The Bidders are requested to submit as part of the bid the “Statement of Ethical Conduct and Fraud and Corruption”. In case of misleading information or non-adherence to the Fraud and Corruption provisions of the Bidding Documents, the Bidder shall be pursued by the GoB.

## SECTION I. INSTRUCTIONS TO BIDDERS

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## **A. GENERAL**

### **1. Scope of Bid**

- 1.1. The Purchaser, through the Government of Belize (GoB), indicated in the **Special Conditions of Contract (SCC)** sub-clause 1.1(g), issues these Bidding Documents for the supply of Goods and Related Services specified in Section VI, Schedule of Requirements. The name and identification number of this procurement are specified in the **Bid Data Sheet (BDS)**.

### **2. Source of Funds**

- 2.1. The Purchaser has been allocated public funds as indicated in the Bid Data Sheet and **SCC sub-clause 1.1(j)**, and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.
- 2.2. For the purpose of this provision, “public funds” means any monetary resources appropriated to Employer or Purchaser under Government budget or other public source of funds.

### **3. Fraud and Corruption**

- 3.1. The Government of Belize requires that Procuring Entities, as well as Bidders, Suppliers, Contractors and Consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the GoB:
- (a) Considers, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition;
    - (iii) “collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;
    - (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 Bidder recommended for award has engaged in corrupt or fraudulent, coercive or collusive practices in competing for the contract in question;
  - (c) Will respectively declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the



GoB if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.

- 3.2. The Government of Belize will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the bidders, suppliers, contractors and consultants have engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without bidders, suppliers, contractors and consultants having taken timely and appropriate action satisfactory to the Government of Belize to remedy the situation.
- 3.3. The GoB retains the right to inspect and audit the records of any bidder or supplier relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the GoB, be undertaken by independent auditors appointed by them. This provision is applicable to unsuccessful and successful bidders and their sub-contractors. Furthermore, Bidder's attention is drawn to **GCC Clause 3.3**.
- 3.4. All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in Section VII. Bidding Forms, and submit it with their bid.

#### **4. Eligible Bidders**

- 4.1. To be eligible for public procurement, a Bidder, and all parties constituting the Bidder, must not have been declared ineligible to participate in a Government contract by the Government of Belize, as indicated in **GCC Sub-Clause 6.1**.
- 4.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 4.3. A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest in situations that could include the following:
  - (a) have controlling shareholders in common;
  - (b) have been involved in the past either directly or indirectly with the Purchaser or any other entity that helped identify the requirement;
  - (c) have contributed to the design, specifications, or other documents for this procurement;
  - (d) have controlling shareholders in common that are related to the second civil degree;
  - (e) have received any direct or indirect subsidy from any of them;
  - (f) have the same authorised representative for purposes of this Bid;
  - (g) have participated in more than one bid, other than as a sub-contractor;
  - (h) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or
  - (i) if any of the Bidder's senior officers or controlling shareholders are related to any officer of the Purchaser who is involved with this procurement process.

- 4.4. A Bidder, and all parties constituting the Bidder, that is under a declaration of ineligibility for corrupt and fraudulent practices as described in **ITB Sub-Clause 3.1** issued by the GoB, at the date of contract award, shall be disqualified.
- 4.5. Government-owned enterprises in Belize may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.
- 4.6. All Bidders are required to complete and submit with their bids the appropriate forms listed in Section VII. Bidding Forms attached hereto.

## **5. One Bid per Bidder**

- 5.1. Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the Bids with the Bidder's participation to be disqualified. However, this does not limit the participation of sub-contractors in more than one bid, provided that the cost of sub-contracted goods or related services (including labor) does not exceed the percentage of the bid price stated in the **BDS**.

## **6. Cost of Bidding**

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENTS**

### **7. Content of the Bidding Documents**

- 7.1. The goods required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- Section I. Instructions to Bidders
- Section II. Bid Data Sheet
- Section III. General Conditions of Contract
- Section IV. Special Conditions of Contract
- Section V. Specifications & Statement of Compliance
- Section VI. Schedule of Requirements
- Section VII. Bidding Forms
- Section VIII. Contract Forms

- 7.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

### **8. Clarification of the Bidding Documents**

- 8.1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the address indicated in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids.

- 8.2. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB Clause Amendment of the Bidding Documents**.

## **9. Amendment of the Bidding Documents**

- 9.1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 9.2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 9.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to **ITB Clause Deadline for submission of bids**.

## **10. Language of Bid**

- 10.1. All documents relating to the Bid shall be in English unless otherwise stated in the **BDS**.

## **11. Documents Comprising the Bid**

- 11.1. The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Submission Form and Price Schedule completed in accordance with **ITB Clauses 12 and 13**;
  - (b) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with **ITB Sub-Clause 11.1 (a)**;
  - (c) documentary evidence established in accordance with **ITB Clause 14** that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (d) documentary evidence established in accordance with **ITB Clause 15** that the goods and related services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (e) Bid Securing Declaration or Bid Security provided in accordance with **ITB Clause 19**.

## **12. Bid Submission Form and Price Schedules**

- 12.1. The Bidder shall submit the Bid Submission Form using the form provided in Section VII, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2. The Bidder shall submit the Price Schedule for Goods and for Related Services, whenever Related Services are specified in the Schedule of Requirements, using the forms provided in Section VII, Bidding Forms.

## **13. Bid Prices, Currency and Discounts**

- 13.1. All lots and items must be listed and priced separately in the Price Schedules.
- 13.2. The prices to be quoted in the Price Schedule shall be net and inclusive of all unconditional discounts offered.
- 13.3. Prices shall be quoted as specified in the Price Schedules included in Section VII, Bidding Forms. Prices shall be entered in the following manner:
  - (a) For Goods: The price of the Goods delivered at the final destination specified in GCC Sub-Clause 1.1(k), including all customs duties and sales and other taxes already paid or payable, transportation, insurance and any other local services required to convey the Goods to their final destination.
  - (b) For Related Services, other than transportation, insurance and other local services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 13.4. In accordance with SI #38 of 2010 (GST Amendment of Schedules), Goods supplied to the GoB locally and related Services performed under such contracts shall be exempt of the General Sales Tax (12.5%).
- 13.5. The Bidder's separation of price components in accordance with ITB Sub-Clause 13.3 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 13.6. All prices shall be quoted by Bidders in Belize Dollars only. Payment to the Supplier under the contract shall be made in Belize Dollars or in the currency proportions specified in GCC Sub-Clause 13.3.
- 13.7. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to adjustment on any account, unless otherwise specified in SCC Clause 12.1. A Bid submitted with an adjustable price quotation, when a fixed price quotation is required, shall be treated as non-responsive and shall be rejected. However, if in accordance with **SCC Clause 12.1**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

#### **14. Documents Establishing the Eligibility and Qualifications of the Bidder**

- 14.1 To establish their eligibility in accordance with **ITB Clause 4 Eligible Bidders**, Bidders shall provide the required information in the Bid Submission Form included in Section VII.
- 14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
  - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business evidencing legal status in an eligible source country as defined in GCC Sub-Clause 6.1.
  - (b) If indicated in the **BDS** that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer to supply the goods in Belize.

- (c) The Bidder shall provide documentary evidence that it meets the following experience and financial requirements:
  - (i) that the Bidder has satisfactorily completed at least one contract for supply of similar goods in the preceding three years of not less than 50% of the bid price;
  - (ii) that the Manufacturer of the offered goods, if a different entity from the Bidder, has experience of at least 3 years in the manufacturing of similar goods;
  - (iii) that the Bidder has availability of liquid assets through either:
    - access to a line of credit or cash in bank account of an amount at least 50% of the bid price, net of other contractual commitments;

OR

    - credit terms with vendors specifically for the goods to be supplied under the contract, and valid for at least 6 months after the deadline date for submission of bids specified in ITB Clause 21.

Sub-contractors' qualifications shall not be taken into account in establishing the Bidder's qualifications to perform the contract.
- (d) That, in the case of a Bidder not doing business within Belize, the Bidder is or will be (if awarded the contract) represented by an Agent in Belize equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
- (e) Authority to seek references from the Bidder's bankers.
- (f) That the Bidder meets any additional qualification criteria listed in BDS.

## **15. Documents Establishing Conformity of the Goods and Related Services**

15.1. The documentary evidence of conformity of the Goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) Evidence that it is proposing the supply goods and services from an eligible source country as defined in GCC Sub-Clause 6.1.
- (b) A detailed description of the essential technical and performance characteristics of the Goods.
- (c) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period to be specified in the **BDS**, following commencement of the use of the Goods by the Purchaser.
- (d) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and related services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- (e) A declaration of the origin of the goods on the price schedule.

- 15.2. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those designated in the Technical Specifications.
- 15.3. Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered.

## **16. Delivery Terms**

- 16.1. The Supplier shall be entirely responsible for the supply, including delivery, of the Goods and Related Services, if any, to the final destination.

## **17. Format and Signing of Bids**

- 17.1. The Bidder shall prepare one original and three copies of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3. The Bidder shall provide information as described in the Bid Submission Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- 17.4. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## **18. Bid Validity**

- 18.1. Bids shall remain valid for the period specified in the **BDS** after the date of bid submission prescribed by the Purchaser, pursuant to **ITB Clause 21**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Securing Declaration or Bid Security requested in accordance with **ITB Clause 19** shall also be extended for a corresponding period. A Bidder may refuse the request without executing its Bid Securing Declaration or forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 18.3. If, at the request of the Purchaser, the period of bid validity is extended beyond sixty (60) days, the amounts payable shall be increased by  $\frac{1}{4}$  of 1 percent per month, or pro rata part thereof for the period of delay beyond sixty (60) days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## **19. Bid Securing Declaration and Bid Security**

- 19.1. At the option of the Purchaser, the Bidder shall provide as part of its Bid, either:
- (a) a Bid-Securing Declaration in original form as specified in the **BDS**; or
  - (b) a Bid Security in the amount described in the **BDS**.
- The **BDS** indicates which of the above options (a) or (b) is applicable and required by the Purchaser.
- 19.2. The Bid Securing Declaration when required should be in accordance with the form of Bid Securing Declaration included in Section VII. Bidding Forms, and shall be valid for thirty (30) days beyond the validity of the Bid.
- 19.3. The Bid Security when required shall, at the Bidder's option, be in the form of a certified check or guarantee, from a reputable bank located in Belize. Cash is not an acceptable form of Security. If in the form of a bank guarantee, the format of the Bid Security should be in accordance with the form of Bid Security (Bank Guarantee) included in Section VII. Bidding Forms. The Bid Security shall be valid for thirty (30) days beyond the validity of the Bid.
- 19.4. Any Bid not accompanied by an acceptable Bid Security when required, or a Bid Securing Declaration when required, will be rejected by the Purchaser as non-responsive.
- 19.5. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible and within seven (7) days of the successful Bidder's providing the Performance Security.
- 19.6. The Bid Security of the successful Bidder shall be returned once the Bidder has signed the Contract and provided the required Performance Security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form, except as provided in **ITB Sub-Clause 18.2**;
  - (b) if the Bidder does not accept the correction of its Bid Price pursuant to **ITB Clause 27**;
  - (c) if the successful Bidder fails within the specified time to:
    - (i) sign the Contract; or
    - (ii) provide the required Performance Security.
- 19.8. The execution of a Bid Securing Declaration will result in the bidders being held ineligible for all contracts let by the GoB irrespective of the funding source for a period of three (3) years from the expiry of the Bid Validity, unless, at the bidder's option, the bidder pays an administrative penalty of two percent (2%) of the total bid amount to the Purchaser.

## **C. SUBMISSION OF BIDS**

### **20. Sealing and Marking of Bids**

- 20.1. The Bidder shall seal the original and each copy of the Bid in two separate sealed inner envelopes, duly marking the inner envelopes as "ORIGINAL" and "COPIES". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.2. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser at the address provided in the **BDS**;
  - (c) bear the name and identification number of this procurement indicated in ITB 1.1; and
  - (d) provide a warning “DO NOT OPEN BEFORE “ the specified time and date for the Bid opening as defined in the **ITB Sub-Clause 21.1**.
- 20.3. If any envelope is not sealed and marked as required, the Purchaser shall assume no responsibility for the misplacement or premature opening of the bid.

## **21. Deadline for Submission of Bids**

- 21.1. Bids shall be delivered to the Purchaser at the address specified in **ITB Sub-Clause 20.2(b)**, and no later than the date and time, indicated in the **BDS**.
- 21.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by issuing an addendum in accordance with **ITB Clause 9**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall then be subject to the new deadline.
- 21.3. Any Bid received by the Purchaser after the deadline prescribed in **ITB Sub-Clause 21.1** will be returned unopened to the Bidder.

## **22. Modification and Withdrawal of Bids**

- 22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Sub-Clause 21.1.
- 22.2. The withdrawal of a Bid between the deadline for submission of bids and within the Bid’s validity (and extended validity when a bidder agrees to such) may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to **ITB Clause 19**. No Bid may be modified after the deadline for submission of Bids.
- 22.3. Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **ITB Clause 20**, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.

## **23. Bid Opening**

- 23.1. The Procuring Entity will open the bids, including modifications made pursuant ITB Clause 22 in the presence of the bidders’ representatives who choose to attend.
- 23.2. Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to **ITB Clause 22** shall not be opened but returned to the Bidders.
- 23.3. The Bidders’ names, the Bid prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security or Bid Securing Declaration, and such other details as the Purchaser may consider appropriate, will be read out at the opening.
- 23.4. Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 23.5. The Purchaser will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with **ITB Sub-Clause 23.3** announced by the Purchaser at the opening. The minutes shall be signed in original by all those present at the bid opening. Immediately upon conclusion of the bid opening



proceedings, copies of the minutes shall be provided to the Bidders and community representatives present at the bid opening. In addition, a copy of the minutes shall promptly be posted at a prominent and freely accessible location outside the office of the Purchaser, and also sent to all those who purchased the bidding documents but were not present at the bid opening.

## **D. EVALUATION OF BIDS**

### **24. Process to be Confidential**

- 24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
- 24.2. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of its Bid.
- 24.3. From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

### **25. Clarification of Bids**

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at the Purchaser's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids in accordance with **ITB Clause 27**.

### **26. Preliminary Examination of Bids**

- 26.1. The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been provided, whether the documents have been properly signed, and whether the Bids are generally in order.
- 26.2. If any of the following documents or information is missing from the submitted Bid, the Bid shall be rejected:
  - (a) A Signed (in original) Bid Submission Form, in the format indicated in Section VII. Bidding Forms;
  - (b) Bid Securing Declaration or Bid Security, in accordance with **ITB Clause 19**;
  - (c) The Price Schedule in accordance with **ITB Clause 13**;
  - (d) Written confirmation of authorisation to commit the Bidder; and
  - (e) Manufacturer's authorisation if required, in accordance with **ITB Sub-Clause 14.2(b)**.
- 26.3. If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

- 26.4. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one:
- (a) which affects in any substantial way the scope, quality, or performance of the Contract;
  - (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

## 27. Errors and Omissions

- 27.1. Arithmetical errors will be rectified on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its Bid will be rejected, and its Bid Security may be forfeited.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 27.2. Omissions will be rectified as follows:
- (a) If the item is included in the Bidder's Price Schedule with no unit and no total price, the item will be assumed to be included in the cost of other items.
  - (b) For the purposes of evaluation only, if an item is not included in a Bidder's Price Schedule but was included in the Bidding Document's Schedule of Requirements and the omission is regarded as a non-material deviation in accordance with **ITB Sub-Clause 26.4**, the total cost times 110% of the most expensive Bid for that item will be added to the Bid containing the omission.

## 28. Evaluation of Responsive Bids

- 28.1. The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Sub-Clause 26.4.
- 28.2. To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in ITB Clause 28. No other criteria or methodology shall be permitted.
- 28.3. Evaluation shall be done on the basis of Items or Lots, as specified in the **BDS**; and the Bid Price as quoted in accordance with ITB Clause 13, subject to correction of arithmetic errors in accordance with **ITB Clause 27.1** and adjustment for omissions in accordance with **ITB Clause 27.2**.

- 28.4. If so allowed and indicated in the **BDS**, the Purchaser's evaluation of a Bid will take into account, in addition to the bid price quoted in accordance with **ITB Clause 13**, one or more of the following factors, and quantified in the **BDS**:
- (i) delivery schedule offered in the Bid;
  - (ii) the cost of components, mandatory spare parts, and service; and
  - (iii) other specific criteria indicated in the **BDS** and/or in the Technical Specifications.
- 28.5. The Purchaser reserves the right to accept or reject any non-material variation or deviation. Variations and deviations and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Bid evaluation.
- 28.6. If so specified in the **BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more complete lots, and shall allow the Purchaser to award one or multiple lots to one or more Bidders. The methodology of evaluation to determine the lowest evaluated lot combination(s) is specified in the **BDS**.

## **E. POST QUALIFICATION AND AWARD**

### **29. Post Qualification**

- 29.1. The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Sub-Clause 14**.
- 29.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB Sub-Clause 14.2** and any clarifications in accordance with **ITB Sub-Clause 25.1**, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **30. Purchaser's Right to Accept or Reject any Bid**

- 30.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

### **31. Award Criteria**

- 31.1. Subject to **ITB Clause 28**, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **32. Purchaser's Right to Vary Quantities**

- 32.1. The Purchaser reserves the right at the time of contract award to increase or decrease, by up to fifteen percent (15%) of the overall bid value, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **33. Notification of Award and Signing of the Contract**

- 33.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by hand delivered letter or facsimile, that its Bid has been accepted.
- 33.2. The notification of award will constitute the formation of the Contract.
- 33.3. At the time of the notification of award, the Purchaser will send the successful Bidder the Contract Form provided in those Bidding Documents, incorporating all agreements between the Parties.
- 33.4. Within fourteen (14) days of receipt of such Contract Form, the successful Bidder shall sign and date the Contract, and return it to the Purchaser.

### **34. Performance Security**

- 34.1. Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall provide the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms.
- 34.2. Failure of the successful Bidder to comply with the requirements of **ITB Clause 34** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid Declaration.
- 34.3. Upon receipt of the Performance Security, the Purchaser will promptly notify each unsuccessful Bidder of the results of the bidding and return their Bid Securities or Bid Securing Declarations pursuant to **ITB Sub-Clause 19.5**.

### **35. Contract Effectiveness**

- 35.1. The Contract will become effective and all delivery periods, liabilities and obligations will be calculated from the following date:
  - (i) for Contracts where an advance payment is requested, from the date of the Supplier's receipt of the advance payment;
  - (ii) for Contracts funded by an irrevocable letter of credit, from the date of advisement of the letter of credit to the Supplier;
  - (iii) for contracts where no advance payment and no letter of credit is issued from the date of the signature by both parties of the contract.
- 35.2. When a contract allows for both an advance payment and payment by letter of credit the effective date shall be calculated from the Supplier's receipt of the advance payment.

### **36. Debriefing**

- 36.1. After the award of contract has been announced an unsuccessful Bidder has the right to request a Debriefing to ascertain why its bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other bids will be disclosed other than the information already read out at Bid opening and the reasons for any or all bids rejection.
- 36.2. Within ten (10) days of a Bidder's request for Debriefing, the Debriefing will either be delivered in writing by the Purchaser or a meeting chaired by a representative of the

Purchaser at the discretion of the Purchaser. If a meeting is held, it will be minuted and minutes signed by both parties and a copy of the minutes issued to the Bidder.

### **37. Complaints**

- 37.1. A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Procuring Entity or Purchaser and a response issued only after the evaluation is completed.
- 37.2. Complaints shall be addressed to the Head of Procuring Entity named in the **BDS**. The Head of Procuring Entity will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within ten (10) days of receiving the complaint.
- 37.3. In the event that the response from the Head of Procuring Entity does not satisfy the Bidder or there is no response to the complaint, it should be referred to the designated official of the Contractor-General's office, at the address indicated in the BDS. A copy of the complaint should also be sent to the designated official of the Ministry of Finance and Economic Development, at the address indicated in the BDS. The Contractor-General shall respond to the complaint within 10 days. This is without prejudice to any other recourse that a Bidder may choose.

### **38. Publication of Award**

- 38.1. The Purchaser shall:
  - (i) notify in writing all participating Bidders of the results of the Bid evaluation promptly after the Contract award has been notified to the successful Bidder; and
  - (ii) publish in a national newspaper, at the end of each quarter of the calendar year, a notice informing the general public of the availability of Contract awards summary and Contract registers in the office of the Purchaser.

## SECTION II. BID DATA SHEET

| <b>A. General</b>  |  |
|--------------------|--|
| <b>ITB 1.1</b>     | <p>The name and identification number of the procurement are:</p> <p>Supply, delivery of :</p> <p><b>ID No:</b></p>  |
| <b>ITB 2.1</b>     | <p>The name of the Department is:</p> <p>_____</p> <p>_____</p> <p><b>Belize</b></p>   |
| <b>ITB 5.1</b>     | <p>The limit for sub-contractors is:</p>   |
| <b>ITB 8.1</b>     | <p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p style="text-align: center;">Attention:</p> <p style="text-align: center;"><b>Address:</b></p> <p style="text-align: center;"><b>Tel: (office hours):</b></p> <p style="text-align: center;"><b>Fax: (office hours):</b></p> <p style="text-align: center;"><b>Email:</b></p> |
|                    | <p>A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address indicated above. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (10) days prior to the deadline for submission of Bids.</p>                    |
| <b>ITB 10.1</b>    | <p>All documents relating to the Bid shall be in English.</p>  |
| <b>ITB 11.1</b>    | <p>Bidder required to provide with the Bid an electronic copy of the following document(s):</p> <p>Yes/No</p>  |
| <b>ITB 13.3</b>    | <p>The Final Destination for delivery:</p> <p>Address:</p>   |
| <b>ITB 14.2(b)</b> | <p>The Bidder required to submit the following documentary evidence with the Bid in the format provided in Section VII:</p>  |

|                        |   |
|------------------------|---|
|                        | <i>In the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer or authorised dealer to supply the goods in Belize (applicable for items No. 1 and 4).</i>   |
| <b>ITB 14.2(c) i</b>   | that the Bidder has satisfactorily completed at least one contract for supply of similar goods in the preceding three (3) years of not less than 50% of the bid price, which is a cumulative price if the Bidder bids for more than one item.   |
| <b>ITB 14.2(c) iii</b> | that the Bidder has availability of liquid assets through either: <ul style="list-style-type: none"> <li><input type="checkbox"/> access to a line of credit or cash in bank account of an amount at least 50% of the bid price, which is a cumulative price if the Bidder bids for more than one item, net of other contractual commitments; OR</li> <li><input type="checkbox"/> credit terms with vendors specifically for the goods to be supplied under the contract, and valid for at least 6 months after the deadline date for submission of Bids specified in ITB Clause 21.1</li> </ul> |
| <b>ITB 14.2(f)</b>     | Additional qualification criteria requirement: The Bidders should submit with their Bids documentary evidence to demonstrate compliance with the "qualification to perform" requirements. <ul style="list-style-type: none"> <li><input type="checkbox"/> Belize's Bidders should submit with the Bid a valid registration/permit (patent) registration issued by the Income Tax Department and a valid Tax Registration.</li> </ul>  |
| <b>ITB 15.1</b>        | The Bidder is required to complete Section V, Technical Specifications and Statement of Compliance as part of documentary evidence.   |
| <b>ITB 15.1(c)</b>     | Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>[number of ]</b>   |
| <b>ITB 18.1</b>        | The Bid validity period shall be _____ <b>days</b> after the bid submission deadline date specified in ITB 21.1; that is the Bid must remain valid until and including _____.   |
| <b>ITB 19.1</b>        | Bid shall include a <b>Bid-Securing Declaration</b> using the form included in Section VII. Bidding Forms.<br><br>In any case the Bidder failed to include the Bid Securing Declaration with the Bid, the Bid will be rejected as non-responsive.   |
| <b>ITB 20.4(b)</b>     | For Bid submission purposes, the Purchaser's address is:<br><br>_____<br><br>_____  |
| <b>ITB 21.1</b>        | The deadline for the submission of Bids is:<br><br>Date:<br><br>Time:   |

|                    |   |
|--------------------|---|
| <b>ITB 23.1</b>    | <p>The Bid opening shall take place at:</p> <p>_____</p> <p>_____</p> <p>Date:</p> <p>Time:</p>   |
| <b>ITB 27.2</b>    | [ fill in information]  |
| <b>ITB 28.3</b>    | Bid Evaluation and Contract award shall be ____and ____.  |
| <b>ITB 28.4(a)</b> | <p>The delivery offered in a Bidder's bid will be as follows:</p> <p>The Goods covered under this invitation are required to be delivered to the final delivery destination as specified in the Section VI, Schedule of Requirement, and Bids offering delivery beyond this specified delivery date will be rejected as non-responsive.</p>   |
| <b>ITB 28.4(b)</b> | [ fill in information]  |
| <b>ITB 28.4(c)</b> | [ fill in information]  |
| <b>ITB 28.6</b>    | <p>Prices quoted shall correspond to 100 % in accordance with the items and quantities as specified in Section VI, Schedule of Requirement, that is the Bidder must bid for all items.</p> <p>In any case the Bidder failed to bid all items and quantities as specified, the Bid shall be treated as non-responsive and shall be rejected.</p>   |
| <b>ITB 37</b>      | <p>Complaints shall be addressed as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Purchaser and a response issued only after the evaluation is completed.</li> <li><input type="checkbox"/> Complaints shall be addressed to the Purchaser as named in the BDS (ITB 8.1). The Purchaser will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within 10 days of receiving the complaint.</li> <li><input type="checkbox"/> In the event that the response from the Purchaser does not satisfy the Bidder or there is no response to the complaint it should be referred to the Contractor-General with a registration fee of 2% of estimated value of the procurement. A copy of the complaint should</li> </ul> |



Section II. Bid Data Sheet

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|--|--|
|  | <p>also be sent to the Ministry of Finance and Economic Development at the address indicated below:</p> <p>The Contractor-General</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> The Contractor-General shall respond to the complaint within ten (10) calendar days. This is without prejudice to any other recourse that a Bidder may choose.</p> |
|  |  |

## SECTION III. GENERAL CONDITIONS OF CONTRACT

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**1. Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein as named and referenced in the **SCC**.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other Related Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the entity purchasing the Goods, as named in the SCC.
- (h) “The Purchaser’s country” is Belize.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and named in the SCC.
- (j) “GoB” means the Government of Belize.
- (k) “The Source of Public Funds” means State or other source of funds.
- (l) “Day” means calendar day.

**2. Application**

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

**3. Fraud and Corruption**

3.1. The Government of Belize requires bidders, suppliers, contractors and consultants to observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy:

- (a) Considers, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition;
  - (iii) “collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;
  - (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 declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded and the GoB if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
- 3.2. The Government of Belize will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the bidders, suppliers, contractors or consultants have engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
- 3.3. The Government of Belize will have the right to require that bidders, suppliers, contractors and consultants permit the GoB to inspect their accounts and records and other documents relating to the bid submission and contract performance, and to have them audited by auditors appointed by the GoB.

#### **4. Language**

- 4.1. The language of the Contract is English unless otherwise stated in the **SCC**.

#### **5. Joint venture, Consortium or Association**

- 5.1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### **6. Eligibility**

- 6.1. Eligible suppliers and subcontractors are those defined in the **SCC**.

#### **7. Notices**

- 7.1. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 7.2. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

#### **8. Applicable Law**

- 8.1. The Contract shall be governed by and interpreted in accordance with the laws of Belize.

#### **9. Resolution of Disputes**

- 9.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 9.2. The Belize Chamber of Commerce (BCC) may be asked by either party to provide the CV's of three available adjudicators, none of whom will be nationals of the Supplier's country should that country be other than Belize. Each party shall then strike off the name of one of the proposed adjudicators and the remaining one shall be appointed.
- 9.3. The Adjudicator shall be paid by the hour at the rate proposed by the BCC, together with reasonable expenses to cover accommodation, travel and communications as necessary. The cost shall be divided equally between the Purchaser and Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 9.4. All disputes arising in connection with the present Contract that cannot be resolved to the satisfaction of either one of the parties through adjudication may be referred to and settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), by one or more arbitrators appointed in accordance with said Rules. The ruling of the Arbitrator shall be binding on both parties.
- 9.5. Notwithstanding any adjudication or arbitration proceedings, no party shall commit an anticipatory breach of contract.

#### **10. Scope of Supply**

- 10.1. The Goods and Related Services to be supplied shall be as specified in Section VI, Schedule of Requirements.

#### **11. Delivery and Documents**

- 11.1. The Supplier shall be entirely responsible for the supply, including delivery, of the Goods and Related Services, if any, at the final destination.
- 11.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be provided by the Supplier are specified in the **SCC**.

#### **12. Contract Price**

- 12.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid unless otherwise specified in the **SCC**, with the exception of any price adjustments in the Purchaser's request for bid validity extension in accordance with **ITB Sub-Clause 18.3** or the Purchaser exercising its right to vary quantities at the time of award in accordance with **ITB Clause 32** as the case may be.

#### **13. Payment**

- 13.1. The method and conditions of payment are **specified in the SCC**.
- 13.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 11.2**, and upon fulfillment of other obligations stipulated in the Contract.
- 13.3. Payment shall be made in Belize Dollars in the proportion specified in SCC. The portion of the payment in any other currency shall be made using the average exchange rate of selling and buying published by the Central Bank of Belize on the

date of payment. If so specified in the **SCC**, the amounts of each payment will be adjusted, before deducting for Advance Payment, by applying the respective price adjustment factor to the payment amounts due.

#### **14. Taxes and Duties**

- 14.1. A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

#### **15. Risk and Title**

- 15.1. Risk and title of for the goods shall pass upon delivery to the site as described in the **GCC Clause 1.1(k)** and defined in the **SCC**.

#### **16. Permits, Approvals and Licenses**

- 16.1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

#### **17. Performance Security**

- 17.1. The Performance Security shall be provided to the Purchaser no later than 14 days after the Supplier's receipt of the Notification of Award and shall be in an amount equal to 10% of the total Contract Price in the form of an unconditional bank guarantee issued by a Belize Bank acceptable to the Purchaser, using the form included in Section VIII, Contract Form. The Performance Security shall be valid until a date being 1 calendar month beyond the date of final delivery of the goods. The currency shall be that of the Contract.
- 17.2. Prior to the expiry of the Performance Security, the Supplier will provide to the Purchaser a second performance security in the form of an unconditional bank guarantee issued by Belize Bank acceptable to the Purchaser, using the form included in Section VIII, Contract Forms in the amount of 5% of the total contract price, and valid until a date being 1 calendar month beyond the date of the expiry of the Supplier's warranty obligations as described in **GCC Clause 24**. Within seven (7) days of receipt of the second performance security from the Supplier, the Purchaser shall return the first Performance Security to the Supplier.
- 17.3. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

#### **18. Confidentiality**

- 18.1. Subject to **GCC Clause 3** the Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information provided by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 18.2. The provisions of this Clause shall survive completion or termination, for whatever reason, of the Contract.

#### **19. Subcontracting**

- 19.1. The Supplier shall notify the Purchaser in writing and obtain the prior approval of the Purchaser before awarding any subcontract under the Contract, if not already

specified in the Bid. Such notification by the Supplier, in the original bid or later, or approval by the Purchaser, if granted, shall not relieve the Supplier from any liability or obligation under the Contract.

- 19.2. Subcontracts shall comply with the provisions of **GCC Clauses 3 and 6**.

## **20. Standards**

- 20.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

## **21. Packing and Marking**

- 21.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Purchaser.

## **22. Inspection and Tests**

- 22.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires, if any, and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 22.2. The Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 22.3. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test, and/or inspection, impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 22.4. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser. The costs of any repeated tests and inspections necessitated by a failure of the goods to pass inspection will be to the Supplier's account and deducted from the sums due to the Supplier and the contract value reduced accordingly.

- 22.5. Any inspections and tests undertaken in no way relieve the Supplier of any of its obligations under the Contract.

### **23. Liquidated Damages**

- 23.1. With the exception of force majeure events as described in **GCC Clause 27** and subject to contract amendments described in **GCC Clause 28**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, one tenth of one percent per day subject to a maximum of ten percent of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to **GCC Clause 31**.

### **24. Warranty**

- 24.1. 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.
- 24.2. 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 Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 24.3. This warranty shall remain valid for **twelve (12) months** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract or any other time period indicated in the **SCC**.
- 24.4. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 24.5. Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 24.6. If the Supplier, having been notified, fails to remedy the defect(s) within 21 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 24.7. Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate described in **GCC Clause 23** without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

### **25. Patent Indemnity**

- 25.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from use of the Goods or any part thereof in Belize.

### **26. Limitation of Liability**

- 26.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to **GCC Clause 25**,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and



- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **27. Force Majeure**

- 27.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 27.2. 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, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

### **28. Change Orders**

- 28.1. The Purchaser may at any time, by a written order given to the Supplier pursuant to **GCC Clause 7**, make changes within the general scope of the Contract in any one or more of the following:
  - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 28.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 28.3. Subject to **GCC Clause 7**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties'.

### **29. Extension of Time**

- 29.1. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 29.2. Throughout the period of contract performance up to and including the Purchaser's acceptance of the goods the Supplier will provide monthly progress reports on the status of manufacturer, assembly, packing, consolidation and shipment as appropriate.

### **30. Spare Parts**

- 30.1. As specified in **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) in the event of termination of production of the spare parts:
    - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **31. Termination for Default**

- 31.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to **GCC Clause 29**;
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract;
  - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 31.2. For the purpose of **GCC Clause 31.1**, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the GoB, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition.

### **32. Termination for Insolvency**

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

### **33. Termination for Convenience**

- 33.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 33.2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**34. Assignment**

- 34.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**35. Transportation**

- 35.1. The Supplier is required under the Contract to transport the Goods to the final destination. Transport to such final destination including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and related costs are deemed to be included in the Contract Price. The Supplier shall be free to use transportation through carriers registered in any eligible country, in accordance with GCC sub-clause 6.1.

**36. Insurance**

- 36.1. The Goods supplied under the Contract shall be fully insured in Belize Dollars against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at the final destination. The insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination), on "All Risk" basis including War Risks and Strikes. The Supplier shall be free to provide insurance through firms registered in any eligible country, in accordance with GCC sub-clause 6.1.

**SECTION IV. SPECIAL CONDITIONS OF CONTRACT**

|                    |  |
|--------------------|--|
| <b>1.1(a)</b>      | <p>The Contract for SUPPLY AND DELIVERY OF _____, is comprised of the following documents:</p> <ol style="list-style-type: none"> <li>1. The Contract Agreement;</li> <li>2. Special Conditions of Contract;</li> <li>3. General Conditions of Contract;</li> <li>4. Technical Requirements (including Schedule of Requirements and Technical Specifications);</li> <li>5. The Supplier's Bid and original Price Schedules;</li> <li>6. The Purchaser's Notification of Award.</li> </ol>  |
| <b>GCC 1.1 (g)</b> | <p>The Purchaser is:<br/>         _____ <i>[Insert complete legal name of the Purchaser]</i></p>   |
| <b>GCC 1.1 (i)</b> | <p>The Supplier is _____ <i>[Insert complete legal name of the Supplier]</i></p>   |
| <b>GCC 1.1 (k)</b> | <p>The Source of Funds is:</p>   |
| <b>GCC 1.1 (l)</b> | <p><b>The Final Delivery Destination(s) is:</b></p>  |
| <b>GCC 4.1</b>     | <p>The language of the contract is <b>English</b>.</p>   |
| <b>GCC 6.1</b>     | <p>The Supplier and all parties constituting the Supplier must not have been declared ineligible to participate in a Government contract by the Government of Belize.</p>  |
| <b>GCC 7.1</b>     | <p><b>The Purchaser's address for notices is:</b></p> <p>Attention: <i>[ insert full name of person]</i><br/>         Street Address: <i>[insert street address and number]</i><br/>         Floor/ Room number: <i>[insert floor and room number, if applicable]</i><br/>         City: <i>[insert name of city or town]</i><br/>         Country <i>[insert country]</i><br/>         Telephone: <i>[include telephone number, including country and city codes]</i><br/>         Facsimile number: <i>[insert facsimile number, including country and city codes]</i><br/>         Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> |

|                 |   |
|-----------------|---|
| <b>GCC 11.2</b> | <p>Details of Documents to be provided by the Supplier for payment are:</p> <ul style="list-style-type: none"> <li>(i) Three copies of the Supplier’s invoice showing packing description of the Goods, quantity, unit price, and total amount.</li> <li>(ii) Supplier’s Delivery Note, duly signed by the Purchaser.</li> <li>(iii) Original Certificate of Acceptance, issued by the Purchaser’s representative.</li> </ul>   |
| <b>GCC 12.1</b> | <p>No price adjustments will be made. [yes/no]</p>  |
| <b>GCC 13.1</b> | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: <i>[ the below must be filled in by the Purchaser]</i></p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> No advance payment will be made.</li> <li>(ii) <b>Upon delivery to final destination:</b> Ninety (90) percent of the Contract Price of the goods delivered to the final destination as specified in GCC Sub-Clause 1.1 (l) shall be paid within 30 days by the Purchaser, upon submission of documents specified in GCC Sub-Clause 11.2.</li> <li>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of the goods shall be paid within thirty (30) days of Final Acceptance of the Goods by the Purchaser, upon presentation of Supplier’s request for payment. Upon satisfactory performance of the Goods, the Purchaser will issue to the Supplier a Certificate of Acceptance within 14 days after the delivery date of the Goods. The Supplier’s request for payment shall be accompanied by invoices describing, as appropriate, the Goods delivered and the original certificate of Acceptance, issued and duly signed by the Purchaser, and upon fulfillment of all other obligations stipulated in the Contract.</li> </ul> |
| <b>GCC 13.3</b> | <p>Proportion of the currencies for Payment: Payment shall be made in<br/> <b>[ Describe] [all in Belize Dollars]</b></p>   |
| <b>GCC 15.1</b> | <p>Risk and title shall pass on delivery to:</p>  |
| <b>GCC 15.1</b> | <p>A Performance Security <b>shall</b> be required in sum _____ or _____%</p>   |
| <b>GCC 21.2</b> | <p>The packing, marking and documentation within and outside the packages shall be: <i>[insert description]</i></p>   |
| <b>GCC 22.1</b> | <p>The Purchaser reserves the right to inspect the Goods before delivery to their final destination.</p>  |

Section IV. Special Conditions of Contract

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|                 |   |
|-----------------|---|
| <b>GCC 24.3</b> | In partial modification of GCC Clause 24.3: Warranty period specified in the Section V, Technical Specification & Statement of Compliance is: |
| <b>GCC 30.1</b> | <i>[insert]</i>   |

**SECTION V. TECHNICAL SPECIFICATIONS & STATEMENT OF COMPLIANCE**

| No. | TECHNICAL REQUIREMENT<br>Description | Physical<br>Unit | STATEMENT OF COMPLIANCE<br>Bidders are requested to specify for each item offered: article no., brand name, AND any deviation from technical requirements <sup>1</sup> |
|-----|--------------------------------------|------------------|--|
| 1   |                                      |                  |  |
| 2   |                                      |                  |  |
| 3   |                                      |                  |  |
| 4   |                                      |                  |  |
| 5   |                                      |                  |  |

<sup>1</sup>Statement of Compliance: Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered, comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance may result in the offer being rejected. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidder's bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false, either during evaluation or the execution of the contract, may be regarded as fraudulent and render the Bidder or Supplier liable for prosecution and subject to the provisions of ITB Clause 3. Fraud and Corruption and GCC Clause 31.

## SECTION VI. SCHEDULE OF REQUIREMENTS

### 1. Schedule of Requirements

| Lot<br>N° | Description of Goods | Quantity | Physical<br>unit | Delivery Final<br>Destination as specified<br>in GCC 1.1 Error!<br>Reference source not<br>found. | Delivered to Final Destination by |                            |   |
|-----------|----------------------|----------|------------------|---|-----------------------------------|----------------------------|---|
|           |                      |          |                  |   | Earliest<br>Delivery<br>Date      | Latest<br>Delivery<br>Date | Bidder's Offered<br>Delivery Date <small>[to be<br/>provided by the Bidder]</small> |
| 1         |                      |          |                  |   |                                   |                            |   |
| 2         |                      |          |                  |   |                                   |                            |   |
| 3         |                      |          |                  |   |                                   |                            |   |
| 4         |                      |          |                  |   |                                   |                            |   |
| 5         |                      |          |                  |   |                                   |                            |   |



**2- List of Related Services and Completion Schedule**

| <b>Service</b> | <b>Description of Goods</b> | <b>Quantity</b> | <b>Physical unit</b> | <b>Place where Services shall be performed</b> | <b>Final Completion Date(s) of Service</b> |
|----------------|-----------------------------|-----------------|----------------------|--|--|
|                |                             |                 |                      |  |  |

## SECTION VII.BIDDING FORMS

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## BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. In case of Joint Venture (JV), Consortium, Association, the required information should be provided for each party including subcontractors. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: \_\_\_\_\_ *[insert date (as day, month and year) of Bid Submission]*

Bid No.:

|   |
|---|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>  |
| 2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>  |
| 3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>   |
| 4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>   |
| 5. Bidder's Authorised Representative Information:<br>Name: <i>[insert Authorised Representative's name]</i><br>Address: <i>[insert Authorised Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorised Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorised Representative's email address]</i>  |
| 6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above. In case of JV, letter of intent to form JV or JV agreement.<br><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5. |

## BID SUBMISSION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** \_\_\_\_\_ *[insert date (as day, month and year) of Bid Submission]*

**Contract Name:**

**Invitation for Bid No.:**

**TO:**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: ***[insert the number and issuing date of each Addenda];***
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods and Related Services ***[insert a brief description of the Goods and Related Services];***
- (c) The total price of our Bid, including any discounts offered is: ***[insert the total bid price in words and figures];***
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 21.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with ITB Clause 34 and GCC Clause 17 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (g) Our firm, its affiliates or subsidiaries, including suppliers for any part of the contract, has not been declared ineligible by the Government of Belize, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.4;
- (h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |

\_\_\_\_\_

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[signature of person authorised by the Bidder to sign the bid submission form, and whose name and title are shown below]*

Name: \_\_\_\_\_ *[insert full name]*

Title: \_\_\_\_\_ *[insert official title]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*[The Bidder shall fill in and submit this form with the Bid.]*

## **STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION**

We the undersigned confirm in the preparation of our bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the Bidding Documents.
2. Should we become aware of the potential for such a conflict will report it immediately to the Procuring Entity.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow the Government to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. That no payments in connection with this procurement exercise have been made by us, our associates, agents, shareholders, partners or their relatives or associates, to any of the staff, associates, consultants, employees or relatives of such who are involved with the procurement process on behalf of the Procuring Entity, Purchaser or Employer.

Signed: *[signature of person authorised by the Bidder to sign the bid submission form and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**PRICE AND COMPLETION SCHEDULE – GOODS**

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

No.

| No.                 | Description of Goods | Delivery Date | Country of Origin | QTY | Physical Unit | Unit price per item delivered at Final Destination <sup>1</sup> | Taxes and Duties paid per Unit | Total price per Item (cols. 5 x (7 + 8) delivered at Final Destination |
|---------------------|----------------------|---------------|-------------------|-----|---------------|---|--------------------------------|--|
| 1                   | 2                    | 3             | 4                 | 5   | 6             | 7   | 8                              | 9  |
| 1                   |                      |               |                   |     |               |   |                                |  |
| 2                   |                      |               |                   |     |               |   |                                |  |
| 3                   |                      |               |                   |     |               |   |                                |  |
| 4                   |                      |               |                   |     |               |   |                                |  |
| 5                   |                      |               |                   |     |               |   |                                |  |
| <b>TOTAL PRICE:</b> |                      |               |                   |     |               |   | [Insert total price of Goods]  |  |

Name of Bidder \_\_\_\_\_ [insert complete name of Bidder]

Signature of Bidder \_\_\_\_\_ [signature of person signing the Bid] Date  
[insert date]

<sup>1</sup>Currency to be used is Belize Dollars. The price shall include all transportation, insurances, and any other local costs for delivery of the goods up to final destination. It shall not include relevant duties and taxes inputted in the separate column 8.

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.

## MANUFACTURER'S AUTHORISATION

*[If indicated in ITB Sub-Clause 14.2(b) and required in the BDS, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: \_\_\_\_\_ *[insert date (as day, month and year) of Bid Submission]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorise *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 24 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## BID-SECURING DECLARATION

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: \_\_\_\_\_ *[insert date (as day, month and year) of Bid Submission]*

**Contract Name:**

**Contract Number:**

**TO: The Head of the Procuring Entity**

\_\_\_\_\_ *[insert details]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of 3 (three) years starting from the expiry of the bid validity, or pay to the Procuring Entity two percent (2%) of the total bid amount as penalty, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to provide the Performance Security, in accordance with ITB Clause 34.
3. We understand this bid securing declaration shall expire: (a) if we are the successful Bidder, upon receipt of copies of the Contract signed by us and of the Performance Security provided by us; or (b) if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to us that we were unsuccessful; or (ii) thirty days after the expiration of our bid..

Signed: \_\_\_\_\_ *[signature of person authorised by the Bidder to sign the bid submission form, and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## SECTION VIII. CONTRACT FORMS

### Table of Forms

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# CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ *[insert: number]* day of *[insert: month]*,  
*[insert: year]* **BETWEEN**

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, a Ministry or Department of .... of the Government of Belize , or corporation incorporated under the laws of Belize and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”)*, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Belize Dollars]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof 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.

For and on behalf of the Purchaser

For and on behalf of the Supplier

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation ]*

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation ]*

## PERFORMANCE SECURITY

*[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract Name:

Contract Number:

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:**

*[Name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*<sup>2</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorised representatives of the Bank and the Supplier.]*

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<sup>1</sup> *The Bank shall insert the amount(s) specified in the GCC being 10% of the Contract Price stated in Belize Dollars.*

<sup>2</sup> *Dates established in accordance with Clause 17 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*