

Annex VI

Standard Bidding Document

Request for Proposals (RFP)

for

The Procurement of Consulting Services (Firms)

Preface

This Standard Bidding Document for the Request for Proposals (RFP) has been prepared by the Government of Belize, Ministry of Finance and Economic Development, for use in the procurement of Consulting Services (Firms) when financed by public funds (Government or other public source of funds), to enable Procuring Entities to select the best qualified Consulting Firms. This standard RFP can be used for either time-based or lump sum procurement, and also be used and adapted for International Competitive Bidding (ICB).

These standard documents, 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. When properly completed, they will provide all the information Consultants need in order to prepare and submit proposals and a sound basis on which the Purchaser can fairly, transparently and accurately carry out an evaluation process.

Guidelines and instructions for the use of the Request for Proposals are described within this standard tender document in the italic text into brackets []. Procuring Entities 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 (PPPH, Volume II, Annex VII d).

Those wishing to submit comments or questions on this document or to obtain additional information are encouraged to contact:

Ministry of Finance and Economic Development

(address and coordinates)

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INSTRUCTIONS

This Standard Document for the Request for Proposals (RFP) has been prepared by the Ministry of Finance and Economic Development for the procurement of Consulting Services (Firms) using short lists of consultants, and to enable Procuring Entities to select the best evaluated proposals.

The Standard Request for Proposals (RFP) can be used for all selection methods of procurement of Consulting Services, either time-based or lump sum (with the exception of the procurement of Individual Consultants' services), which are:

1. Quality-Based Selection (QBS)
2. Quality and Cost-Based Selection (QCBS)
3. Selection under a Fixed Budget (FBS)
4. Least Cost-Based Selection (LCS)
5. Selection based upon Consultants' Qualifications (CQS)
6. Single Source Selection (SSS)

The Instructions to Consultants (ITC) and the General Conditions of Contract (GCC) should be used un-amended and procurement specific information inserted only through the Proposal Data Sheet (PDS), Special Conditions of Contract (SCC) and the Terms of Reference (ToR).

Consultants will be required to complete and submit all of the Standard Proposal Forms for the **first four selection methods** shown above. They will not be required to complete all of the Standard Forms for: (i) **method 5**, as they will not be asked to provide a work plan or methodology for the assignment; and for (ii) **method 6**, the Firm will already have been identified, so the details of the Firm's experience will not be required. The Forms that should be completed for each type of procurement method used are indicated in the PDS and care must be taken to ensure that the correct Forms are furnished.

The Contract Form attached to the Request for Proposals can be used both for time-based assignments and lump sum-based assignments through editing of the Special Conditions of Contract and completion of the Schedule of Activities during Contract negotiations.

Advertising for Expressions of Interest (EOI) is mandatory for all selection methods but Single Source Selection. A sample format for requesting Expressions of Interest prior to short-listing is provided in this document, however the sample format should not form part of the RFP sent to short-listed Consultants and is contained for guidance only.

REQUEST FOR EXPRESSIONS OF INTEREST

_____ *[insert Purchaser's Name]*

_____ *[insert Type of Consultancy]*

_____ *[insert Contract title and Number]*

1. The Government of Belize (GOB), acting through the Ministry of _____ *[insert Purchaser's name]*, has allocated public funds toward the cost of _____ *[insert name of activity]*, and intends to apply part of the proceeds to payments under the Contract for *[insert name/no. of Contract]*.
2. The _____ *[insert complete name of Purchaser]* now invites Expressions of Interest from qualified consulting firms for the services to be provided. Interested firms must provide information that they are qualified to perform the services (description of similar assignments, experience in similar conditions, professional and academic qualifications, etc.)
3. A shortlist of Consultants will be prepared on the basis of the Expressions of Interest received and a Consultant selected on the basis of ____ *[select the appropriate selection method given below in deleting the others]*:
 - Quality-Based Selection (QBS)
 - Quality and Cost-Based Selection (QCBS)
 - Selection under a Fixed Budget (FBS)
 - Least Cost-Based Selection (LCS)
 - Selection based upon Consultants Qualifications (CQS)
 - Single Source Selection (SSS)
4. Interested eligible Consultants may obtain further information from _____ *[insert complete legal name of Purchaser; name and e-mail of Officer in charge]* at the address given below from _____ *[insert office hours]*.
5. Qualifications requirements include: _____ *[insert key technical, financial, legal and other requirements included in the RFP]*.
6. Expressions of Interest must be delivered to the address below at or before _____ *[insert time and date]* and should be clearly marked "EXPRESSION OF INTEREST"

IN PROVIDING CONSULTING SERVICES FOR _____ *[insert title of assignment]* TO *[insert name of Purchaser]*

7. Only shortlisted Consultants will be contacted.
8. The address(es) referred to above is (are):

_____ *[insert detailed address(es) and purposes, including complete legal name of the Purchaser, Office designation (room number), name of Officer, Street address, City (code), Country]*

SECTION I. LETTER OF INVITATION

[insert Location and Date]

To All Shortlisted Consultants

Dear Sirs / Mesdames,

1. The Government of Belize (GOB) has allocated public funds for the cost of *[insert name of activity]* and intends to apply the funds to eligible payments under the Contract for which the Request for Proposal (RFP) is issued. The GOB wishes to receive proposals for supply and delivery of the services described in Section V. Terms of Reference hereof (hereinafter referred to as “the Services”).
2. The GOB, acting through the Ministry of _____*[insert Name of Purchaser]*, now invites proposals to provide the following Consulting Services: *[insert a short description of objectives and scope of the assignment]*.
3. A firm will be selected under the _____ *[insert Selection Method, i.e. QBS, QCBS, etc.]* procurement method and competitive procedures described in this RFP, and in accordance with the Public Procurement Procedures Handbook.
4. The RFP has been addressed to the following shortlisted Consultants:
[insert List of Shortlisted Consultants]
5. The RFP includes the following documents:
 - Section I. Letter of Invitation
 - Section II. Instructions to Consultants
 - Section III. Proposal Data Sheet
 - Section IV. Standard Form of Contract for Consultants’ Services
 - Section V. Terms of Reference
 - Section VI. Technical Proposal Submission Forms
 - Section VII. Financial Proposal Submission Forms
 - Section VIII. Financial Negotiations
6. You are requested to acknowledge receipt of this Letter of Invitation within five (5) days of receipt to the undersigned, by facsimile to _____ *[insert fax number]* or by electronic mail to _____ *[insert email address]*, with clear indication whether you intend to submit a proposal.
7. The Bidders are requested to submit as part of their 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.

Yours sincerely,

[insert signature, name, and title of Purchaser’s representative]

SECTION II. INSTRUCTIONS TO CONSULTANTS

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Definitions

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

- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Consultant, and expected results and deliverables of the assignment.

1. General

- 1.2. The Purchaser named in the Proposal Data Sheet (PDS) will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the **PDS**.
- 1.3. Only those shortlisted Consultants indicated in the Letter of Invitation are to submit a Proposal for the supply of Consulting Services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4. Consultants and their Sub-Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices as described in **ITC Sub-Clause 2.1(c)** issued by the Government of Belize.
- 1.5. If indicated in the **PDS**, Consultants may be hired for downstream work, when continuity is essential.
- 1.6. The available budget for this consulting services assignment or the Purchaser’s estimate of the person months required to complete it is indicated in the **PDS**.
- 1.7. The Consultants must familiarise themselves with local conditions and take them into account when preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Consultants are encouraged to visit the Purchaser before submitting a proposal and to attend a pre-Proposal conference if one is specified in the **PDS**. Attending the pre-proposal conference, when held, is optional.
- 1.8. Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the shortlisted Consultants not later than seven (7) days after the date of the meeting. Any modification to the RFP that may become necessary as a result of the pre-Proposal meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITC Clause 6.2**, and not through the minutes of the pre-Proposal meeting.
- 1.9. Consultants shall bear all costs associated with the preparation and submission of their Proposals.

- 1.10. In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.11. The Purchaser will provide the inputs specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant data and reports for the consultancy.
- 1.12. Consultants may associate with firms not included on the short-list for the purpose of submitting a joint Proposal. They may not associate with the firms listed in the Letter of Invitation unless indicated in the **PDS**.
- 1.13. If a shortlisted Consultant submits or participates in more than one proposal, such a Consultant shall be disqualified. Associate consulting firms, including independent individuals, may participate in more than one proposal provided that the professional fees payable to such a firm or individual do not exceed 25% of the overall fees.

2. Fraud and Corruption

- 2.1. Consultants for this proposed contract, as well as Procuring Entities, are required to observe the highest standard of ethics during the procurement and execution. In pursuance of this policy, the Government of Belize:
 - (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 GoB, and includes collusive practice among Consultants and the Purchaser (prior to or after the submission of proposals) designed to establish 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 Consultant recommended for award has engaged in corrupt, fraudulent collusive or coercive practices in competing for the contract in question;
- (c) Will declare a Consultant 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, fraudulent collusive or coercive practices in competing for, or in executing, any contract.

2.2. The GOB retains the right to inspect and audit the records of any Consultant relating to either the selection 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 Consultants and their Sub-Consultants. Consultants should take note of the provisions of **GCC Clause 25.2**.

2.3. All Consultants are required to complete the **form FPF 7** Statement on Ethical Conduct and Fraud and Corruption, which can be found in Section VII Financial Proposal Submission Forms, and submit it with their Financial Proposal.

3. Conflicts of Interest

3.1. Any Consultant contracted as a result of this RFP shall provide professional, objective, and impartial advice, and at all times hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Purchaser.

3.2. A Consultant shall not have a conflict of interest. All Consultants found to be in conflict of interest shall be disqualified. Consultants may be considered to have a conflict of interest, if they:

- (a) for any shortlisted Consultant, 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) contributed to the design, specifications, and other documents for the activity or this proposed assignment;
- (d) have controlling shareholders in common that are related to the second civil degree;

- (e) receive or have received any direct or indirect subsidy from the Purchaser;
 - (f) have the same authorised representative for purposes of this RFP;
 - (g) participate in more than one Proposal either as a Consultant or Sub-Consultant;
 - (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 RFP; or
 - (i) if any of the Consultants' senior personnel or controlling shareholders are related to any Officer(s) of the Purchaser involved with this procurement process.
- 3.3. Failure by a Consultant to fully disclose potential conflicts of interest at the time of Proposal submission, or at a later date in the event, that the potential conflict arises after such date, shall result in the GoB seeking the imposition of the administrative, civil and/or criminal penalties.

4. Commissions and Gratuities

- 4.1. Consultants shall furnish information as described in Form **FPF 1 -Financial Proposal Submission Form** on commissions and gratuities, if any, paid or to be paid to agents relating to this Proposal, and to execute the work if the firm is awarded the contract.

5. Proposal Validity

- 5.1. The **PDS** indicates how long the Proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the professional personnel proposed for the assignment. The Purchaser will make its best effort to complete negotiations within this period.

6. Clarification and Amendment of the RFP

- 6.1. Consultants may request a clarification of any of the RFP documents up to seven (7) days before the Proposal submission date. Any request for clarification must be sent in writing (by facsimile or electronic mail) to the Purchaser's address indicated in the **PDS**. The Purchaser will respond in writing to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.
- 6.2. At any time before the submission of Proposals, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment(s) shall be issued in writing through addenda. Addenda shall be sent in writing to all invited

Consultants and will be binding on them. The Purchaser may at its discretion extend the deadline for the submission of Proposals.

7. Preparation of Proposals

- 7.1. The Proposal, as well as all related correspondence exchanged by the Consultants and the Purchaser, shall be in English. All reports prepared by the contracted Consultant shall also be in English.
- 7.2. Consultants' Proposal (the Proposal) will consist of two (2) components:
 - (i) the Technical Proposal; and
 - (ii) the Financial Proposal.
- 7.3. Depending on the nature and size of the assignment, the Purchaser will require Consultants to submit a Full Technical and Financial Proposal (FTFP) or a Simplified Technical and Financial Proposal (STFP). The **PDS** indicates the format of the Proposal to be used for the assignment.

8. Preparation of the Technical Proposal

- 8.1. Unless otherwise indicated in the **PDS**, the following summarises the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter-sized paper:
 - (i) **Form TPF 1 -Technical Proposal Submission Form** (2 pages).
 - (ii) **Form TPF 2- Consultant's Experience** (not exceeding 20 pages). A brief description of the organisation and outline of recent experience of the Consultant and each associate on assignments of a similar and related nature is required in Firm's References. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by their Clients as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Purchaser.
 - (iii) **Form TPF 3- Description of the Methodology and Work Plan for Performing the Assignment** (not exceeding 10 pages). A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR.

- (iv) **Form TPF 4- Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the** (not exceeding 5 pages).
- (v) **Form TPF 5- Time Schedule for Professional Personnel** (not exceeding 5 pages), indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including local experts (if required) using the format shown. The schedule shall also indicate when experts are working in the home office and when they are working at locations away from the home office.
- (vi) **Form TPF 6 -Format of Curriculum Vitae (CV) for Proposed Professional Staff**, not more than three (3) pages per staff member.

8.2. While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the PDS. The Proposal shall, however, be based on the number of professional staff-months estimated by the Firm.
- (ii) Proposed professional staff must, at a minimum, have the experience indicated in the **PDS**, preferably working under conditions similar to those prevailing in the country of the assignment.
- (iii) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (iv) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing assignments, with particular reference to the type of experience required for the assignment should be presented in the CV format shown in TPF 6 -Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- (v) Higher rating shall be given to nominated experts from the shortlisted Consulting Firms and associated Consulting Firms, if any, who are or have been regular full-time employees or contract staff. The Purchaser defines a regular full-time employee or contract staff to be a person who has been employed continuously by the Consultant or one of its associates, for more than twelve (12) months in total in the five (5) years prior to the date of submission of the Proposal. Experts who are full-time employees or contract staff will be evaluated on the basis of 100% of the available score for the position. Experts who are not full-time employees will be evaluated on the basis of 90% of the available score for the position.

- (vi) The Purchaser requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Purchaser may accept senior personnel of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the Purchaser prior to commencement of Contract negotiations.
- 8.3. Recruiting current Government employees is discouraged. When Consultants nominate any Government employees as experts in their Technical Proposal, such expert(s) must have written approval from the Government confirming that they will be on leave without pay from their official position and available to work full-time on the assignment.
- 8.4. The Technical Proposal shall not include any financial information and any Technical Proposals containing financial information shall be declared non-responsive.

9. Preparation of the Financial Proposal

- 9.1. Unless otherwise indicated in the **PDS**, the Financial Proposal requires completion of seven forms: FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, FPF 6 and FPF 7.
 - (i) Form FPF 1- Financial Proposal Submission Form should form the covering letter of the Financial Proposal and an acknowledgement of the GOB's right to audit and inspect the Consultant's records and accounts associated with the preparation of the Proposal, and performance of any Contract that may result from it.
 - (ii) Form FPF 2- Summary of Costs summarises the proposed cost(s), and the figures provided therein shall be read out aloud at the public Opening of Financial Proposals.
 - (iii) Form FPF 3- Breakdown of Price per Activity.
 - (iv) Form FPF 4- Breakdown of Remuneration per Activity.
 - (v) Form FPF 5- Reimbursables per Activity.
 - (vi) Form FPF 6- Miscellaneous Expenses.
 - (vii) Form FPF 7- Statement on Ethical Conduct and Fraud and Corruption must be completed by each Consultant irrespective of the procurement method employed and submitted with the Financial Proposal.
- 9.2. Remuneration is divided into billing rate estimates for foreign and local Consultants; Reimbursable Expenditures are divided into per diem rates for

foreign and local Consultants, and costs for other reimbursable expenditure items required to perform the services.

- 9.3. The unit rates and prices shall be quoted in Belize Dollars and paid in Belize Dollars, unless otherwise stated.
- 9.4. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under Belize Laws on the Consultants, the Sub-Consultants, and their personnel as **PDS** specifies otherwise.

10. Submission, Receipt and Opening of Technical Proposals

- 10.1. The Proposal may be hand delivered or posted by registered mail or sent by courier. The Purchaser shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was received.
- 10.2. The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. Any such corrections, interlineations or overwriting, must be initialed by the person(s) who signed the Proposal.
- 10.3. An authorised representative of the Firm shall initial all pages of the original Technical and Financial Proposals. The representative's authorisation shall be in the form of a written power of attorney accompanying the Proposal, or in any other form demonstrating that the representative has been duly authorised to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 10.4. The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. Three (3) copies will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 10.5. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number, and the time and date of the submission deadline indicated in the Data Sheet, and be clearly marked, "**DO NOT OPEN, EXCEPT AT PUBLIC OPENING.**" The Purchaser shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 10.6. A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with **ITC Sub-Clause 10.3** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with **ITC Clause 10.6** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION”, “SUBSTITUTION”, or “WITHDRAWAL”; and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with **ITC Clause 10.7**.
- 10.7. The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the **PDS**. Any Proposal received after the closing time for submission of Proposals shall be returned unopened.
- 10.8. After the deadline for submission of Proposals, the Technical Proposal shall be opened in the presence of any Consultants’ representatives who choose to attend at the venue date and time indicated in the **PDS**, by the Tender Evaluation Committee. The Committee will announce the name of the Consultants for each Proposal submitted.

11. Technical Evaluation of Proposals

- 11.1. The Financial Proposal shall remain sealed until the technical evaluation is complete, and opened in accordance with the procedure outlined in the following sections. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation and any internal approval process of the evaluation are concluded.
- 11.2. From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Purchaser on any matter related to its Proposal, it should do so in writing at the address indicated in the **PDS**. Any effort by the Firm to influence the Purchaser in the Purchaser’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant’s Proposal.
- 11.3. Each responsive Proposal will be given a technical score (St) based on the criteria described in the **PDS**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve a minimum technical score of 75% of the available marks.
- 11.4. After the technical evaluation is completed, the Purchaser shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or

were considered non-responsive to the RFP and Terms of Reference providing a breakdown of the Consultants' technical scores, indicating that their Financial Proposals will be returned unopened after completing the selection process.

12. Opening and Evaluation of Financial Proposals (QCBS, FBS and LCBS)

- 12.1. When the selection process is Quality and Cost-Based (QCBS), Selection under a Fixed Budget (FBS) or Least Cost-Based Selection (LCBS), the Purchaser shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date, time and location set for opening the Financial Proposals. The opening date shall be one week after the notification date, to allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional. The notification may be sent by facsimile or electronic mail.
- 12.2. The Financial Proposals shall be opened in the presence of Consultants' representatives who chose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Purchaser shall prepare minutes of the public opening and these shall be furnished, upon request, to Consultants whose Financial Proposals were opened.
- 12.3. Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposals (e.g. personnel schedule inputs, number and duration of field trips, applicable per diems, etc.).
- 12.4. Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of minor omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals. In the case of material omissions, the Financial Proposal will be rejected.
- 12.5. In the case of QCBS, the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the PDS. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the **PDS**: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 12.6. In the case of Fixed-Budget Selection, the Purchaser will select the Firm that submitted the highest ranked Technical Proposal within the budget; and the Firm will be invited to negotiate a contract. Proposals that exceed the indicated budget will be rejected.
- 12.7. In the case of the Least-Cost Selection, the Firm that submitted the lowest cost Proposal among those that passed the minimum technical score will be invited to negotiate a contract.

13. Opening and Evaluation of Financial Proposals (QBS, CQS and SSS)

- 13.1. In the case of Quality-Based Selection (QBS), subsequent to the evaluation of the tenderers' Technical Proposals, the highest ranked Firm in terms of the technical score will be invited to submit its Financial Proposal, and a contract will be negotiated on the basis of the Firm's technical and priced proposal. The other Financial Proposals will be returned unopened to the tenderers after the negotiations are successfully concluded with the selected Firm.
- 13.2. In the case of Selection Based on Consultant's Qualifications (CQS) and Single Source Selection (SSS), the most qualified selected Firm (from the short list of qualified Consultants) or Firm selected on a single-source, will be invited to submit a combined technical and financial Proposal, and then invited to negotiate the Proposal and the contract.
- 13.3. In all cases, the Purchaser shall prepare minutes of the negotiations.

14. Contract Negotiations

- 14.1. Negotiations will be held at the address indicated in the **PDS** or through correspondence as indicated in the **PDS**. The aim is to reach agreement on all points and sign a contract.
- 14.2. The technical negotiations cover review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organisational arrangements, and any suggestions made by the Consultant or the Purchaser to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the Terms of Reference (TOR).
- 14.3. Financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the Firm will provide the Purchaser with the information on remuneration rates described in Section VIII. Financial Negotiations.
- 14.4. The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Purchaser and the Firm will initial the agreed

Contract. If negotiations fail, the Purchaser will invite the firm whose proposal received the second highest score to negotiate a Contract.

- 14.5. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted Proposals or to other persons not officially concerned with the process, until the winning Firm has been notified that it has been awarded the contract.
- 14.6. After completion of negotiations, the Purchaser shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Proposals that they were unsuccessful. The Purchaser will return the unopened Financial Proposals to the unsuccessful Consultants.

15. Commencement of Services

- 15.1. The Firm is expected to commence the assignment on the date and at the location specified in the **PDS**.

16. Adjudication

- 16.1. The Purchaser proposes the person named in the GCC to be appointed as Adjudicator under the Contract, at an hourly fee specified in the SCC, plus reimbursable expenses. If the Consultant disagrees with this proposition, the Consultant should so state in its Proposal.

17. Debriefing

- 17.1. After the award of contract has been announced any unsuccessful Consultant has the right to request a debriefing to ascertain why its Proposal 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 the Bid opening and the reasons for any and all bids rejection.
- 17.2. Within 14 days of a Consultant's request for debriefing, the Debriefing will either be delivered in writing by the Purchaser or a meeting held 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 Consultant.

18. Complaints

- 18.1. 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 and a response issued only after the evaluation is completed.

- 18.2. Complaints shall be addressed to the Head of the Procuring Entity named in the PDS. The Head of the 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.
- 18.3. In the event that the response from the Head of the Procuring Entity does not satisfy the unsuccessful bidder or there is no response, the complaint should be referred to Contractor-General, with a registration fee of 2% of the estimated value of the procurement and a copy sent to the representatives of the Ministry of Finance and Economic Development indicated in the PDS. This is without prejudice to any other recourse that a bidder may choose.

SECTION III. PROPOSAL DATA SHEET

Clause Reference	
ITC 1.2	Name of Purchaser: <i>[Insert full name and address]</i> Method of Selection: <i>[select one deleting the others]</i> Quality-Based Selection (QBS) Quality & Cost Based Selection (QCBS) Selection under a Fixed Budget (FBS) Least Cost-Based Selection (LCS) Selection Based upon Consultants Qualifications (CQS) Single Source Selection (SSS)
ITC 1.2	With the exception of those firms and individuals described in ITC Clause 2.1(c).
ITC 1.5	The Purchaser envisages the need for continuity for downstream work: Yes ___ No ___ <i>[If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation]</i>
ITC 1.6	<i>[In the case of QCBS, LCS, SSS and CQS, complete the following below deleting the second option.]</i> The estimated number of professional staff-months required for the assignment is: _____ <i>[In case of QBS and FBS, delete the preceding option and complete the following]</i> The available budget is _____
ITC 1.7	<i>[Complete the following]</i> A pre-proposal conference will be held: Yes ___ No ___ <i>[If yes, indicate date, time, and venue]</i> _____ _____
ITC 1.11	The Purchaser will provide the following inputs: <i>[List the inputs here]</i> _____
ITC 1.12	<i>[Select one deleting the other]</i> Consultants may not associate with other shortlisted firms. <i>[Or]</i>

	Consultants may associate with other shortlisted firms.
ITC 5.1	Proposals must remain valid _____ days [<i>Normally between 60 and 90 days</i>] after the submission date, until:_____
ITC 6.1	The address for requesting clarifications is: _____ [<i>Insert the name(s), address(es), facsimile, and telephone numbers of the Purchaser’s official(s)for the purposes of receiving requests for clarification.</i>]
ITC 7.3,8.1, and 9.1	<p><i>[If the method of selection is QBS, QCBS, FBS or LCS, select the following deleting the second and third option.]</i></p> <p>A full Technical and Financial Proposal is required. Consultants are required to complete and submit all forms listed in ITC Clauses 8.1 and 9.1.</p> <p><i>[If the method of selection is CQS retain this option deleting the other two]</i></p> <p>A simplified Technical and Financial Proposal is required. Consultants are required to complete and submit the following forms:</p> <p>Technical Proposal</p> <p>TPF 1 Technical Proposal Submission Form TPF 2 Consultants Experience TPF 6 Format of Curriculum Vitae</p> <p>Financial Proposal</p> <p>FPF 1 Financial Proposal Submission Form FPF 3 Breakdown of Price per Activity FPF 5 Reimbursables per Activity FPF 7 Statement on Ethical Conduct and Fraud and Corruption</p> <p><i>[If the selection method is SSS, delete the above two options and retain the following]</i></p> <p>A simplified Technical and Financial Proposal is required. Consultants are required to complete and submit the following forms</p> <p>Technical Proposal</p> <p>TPF 1, Technical Proposal Submission Form TPF 6 Format of Curriculum Vitae</p> <p>Financial Proposal</p>

	PPF 1 Financial Proposal Submission Form PPF 3 Breakdown of Price per Activity PPF 5 Reimbursables per Activity PPF 7 Statement on Ethical Conduct and Fraud and Corruption
ITC 8.2(ii)	The minimum qualifications for the professional staff are: <i>[Insert them here].</i>
ITC 9.4	The Consultant shall be exempt from payment of the General Sales Tax (12.5%) for all goods and services supplied to the Government of Belize locally in accordance with SI #38 of 2010 (Fourth Schedule to the GST Act).
ITC 10.6	The Proposal submission address is: _____ Proposals must be submitted no later than the following date and time: _____
ITC 10.8	The venue, date and time for the Opening of Technical Proposals are: _____ <i>[Insert venue, date and time. The date and time should be identical to that given under ITC10.6]</i>
ITC 11.3	<i>[Edit as appropriate.]</i> (i) Specific experience of the Consultants related to the assignment (5 – 10points) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference(20 – 50 points) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> (iii) Qualifications and competence of the key personnel for the Assignment (30 – 60 points) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> (iv) Suitability of the transfer of knowledge program (training) (0- 10 points) <i>[Insert subcriteria]</i>

	<p>[Insert subcriteria] [Insert subcriteria]</p> <p>(v) Local participation (as reflected by nationals among key staff presented by foreign and local firms (0 - 10 points) [Insert subcriteria] [Insert subcriteria] [Insert subcriteria]</p> <p>Total Points: 100</p> <p>The number of points to be given under each evaluation subcriteria for qualifications of staff are: <u>Points</u></p> <table> <tr> <td>(i) General qualifications</td> <td>(20 – 30)</td> </tr> <tr> <td>(ii) Adequacy for the project</td> <td>(50 – 60)</td> </tr> <tr> <td>(iii) Experience in region & language</td> <td>(10 – 20)</td> </tr> </table> <p style="text-align: right;">Total Points: 100</p>	(i) General qualifications	(20 – 30)	(ii) Adequacy for the project	(50 – 60)	(iii) Experience in region & language	(10 – 20)
(i) General qualifications	(20 – 30)						
(ii) Adequacy for the project	(50 – 60)						
(iii) Experience in region & language	(10 – 20)						
ITC 12.5	<p><i>[Delete this clause stating not applicable when the procurement method is other than QCBS]</i></p> <p>The weights given to the Technical and Financial Proposals are: T= _____ <i>[between 0.8 and 0.9]</i> P= _____ <i>[between 0.1 and 0.2]</i></p>						
ITC 14.1	<p><i>[Select one deleting the other]</i></p> <p>Negotiations will be face to face and held at _____ <i>[insert address for negotiations]</i></p> <p><i>[Or]</i></p> <p>Negotiations will be conducted through correspondence.</p>						
ITC 15.1	<p>The Firm is expected to commence the assignment by __ <i>[insert date]</i></p>						
ITC 16.1	<p><i>[For the GOB, insert the MOF or CG. The oversight entity shall not be the Purchaser.]</i></p> <p>The _____ <i>[Insert name and address including telephone, fax and email]</i></p>						

**SECTION IV. STANDARD FORM OF CONTRACT FOR
CONSULTANTS' SERVICES**

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Preface

These standard documents for Contracts for Consultants' Services have been prepared by the Government of Belize, Ministry of Finance and Economic Development, for use by all Government Procuring Entities (referred to hereinafter as the Purchaser) when procuring consulting services (referred to hereinafter as the Consultant). Their use is mandatory.

The Standard Contract consists of four parts: (i) the Form of Contract to be signed by the Purchaser and the Consultant; (ii) the General Conditions of Contract (GCC); (iii) the Special Conditions of Contract (SCC); and (iv) Appendices. Parties using this Standard Contract for services should note that the General Conditions of Contract must not be modified. Clauses in the Special Conditions of Contract should be dealt with as specified in the notes in italic provided for the individual clauses.

The Standard Contract is to be used for both time-based and lump sum with the modifications being introduced through Appendix E. Cost Estimates.

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Purchaser]

and

[name of the Consultant]

FORM OF CONTRACT

[Texts in brackets [] are instruction notes that should be deleted in final text]

This CONTRACT (hereinafter called the “Contract”) is made the ___ *[insert day]* day of the month of ___ *[insert month]*, ___ *[insert year]*, between the Government of Belize, acting through the Ministry of ___ *[insert name of Purchaser]* (hereinafter called the “Purchaser”) of the one part, ___ and ___ *[insert name of Consultant]* (hereinafter called the “Consultant”), of the other part.

*[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows:“... and, on the other hand, a Joint Venture/Consortium/Association consisting of the following entities, each of which will be jointly and severally liable to the Purchaser for all the Consultant’s obligations under this Contract, namely, ___ *[insert name of entity]* and ___ *[insert name of entity]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Purchaser has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Purchaser that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below, next to the title of the Appendix]*
 - Appendix A. Description of Services
 - Appendix B. Reporting Requirements
 - Appendix C. Key Personnel
 - Appendix D. Staffing Schedule
 - Appendix E. Cost Estimates
 - Appendix F. Duties of the Purchaser
 - Appendix G. Form of Advance Payments Guarantee

2. The mutual rights and obligations of the Purchaser and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Purchaser shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESSETH WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Purchaser]*

[Authorised Representative]

Seal of *[Purchaser]*

For and on behalf of *[name of Consultant]*

[Authorised Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[Name of member]

[Authorised Representative]

Seal of *[member]*

[Name of member]

[Authorised Representative]

Seal of *[member]*

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both Parties.

The form of General Conditions of Contract that follows has been developed on the basis of internationally acceptable model formats for the drafting and management of contracts adapted to the needs of Belize.

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A General Provisions

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

- (a) **“Completion”** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
- (b) The **“Completion Date”** is the date of actual completion of the fulfilment of the Services.
- (c) The **“Consultant”** is the organisation whose proposal to perform the Services has been accepted by the Purchaser and is named as such in the SCC and the Contract Agreement.
- (d) **“Contract Agreement”** means the Agreement entered into between the Purchaser and the Consultant together with the Contract Documents.
- (e) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto, that are the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (f) **“Day”** means calendar day.
- (g) **“Effective Date”** means the date on which this Contract **comes** into force and effect pursuant to GCC Clause 18.
- (h) **“GCC”** mean the General Conditions of Contract.
- (i) **“Government”** means the Government of Belize.
- (j) The **“Intended Completion Date”** is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
- (k) **“Member”** means any of the entities that make up a Joint Venture when the Consultant consists of a joint venture; and **“Members”** means all these entities.
- (l) **“Month”** means calendar month.
- (m) **“Party”** means the Purchaser or the Consultant, as the case may be, and **“Parties”** means both of them.
- (n) **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services.
- (o) The **“Purchaser”** is the party named in the SCC who engages the Consultant to perform the Services.
- (p) **“Remuneration”** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (q) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.

- (r) **“Services”** means the work to be performed by the Consultant pursuant to this Contract.
- (s) **“Sub-Consultant”** means any person or entity to whom/which the Consultant sub-contracts any part of the Services.
- (t) **“Third Party”** means any person or entity other than the Government, the Purchaser, the Consultant or a Sub-Consultant.
- (u) **“Writing”** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing or creating between the Purchaser and the Consultant a relationship of principal and agent. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

3. Applicable Law

- 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Belize.

4. Language

- 4.1 This Contract shall be executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Location

- 5.1 The Services shall be performed at such locations as are specified in the SCC.

6. Authorised Representatives

- 6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Consultants may be taken or executed by the officials specified in the SCC.

7. Notices

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the authorised representative of the Party to whom the communication is addressed.
- 7.2 Notice will be deemed to be effective upon their receipt or upon the date specified in the notice, whichever is the later.

8. Taxes and Duties

8.1 Unless otherwise specified in the SCC, the Consultants, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Belize.

9. Operation of the Contract

9.1 The Parties recognise that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.

10. Sub-Contracting

10.1 The Consultant may sub-contract the services to the degree shown in its original Proposal without the prior approval of the Purchaser. All other sub-contracts for services shall require the prior written approval of the Purchaser. Notwithstanding any sub-contracts, the Consultant retains full responsibility for the Services and for the content of all Reports.

10.2 In the event that any sub-contractor is found by the Purchaser to be incompetent or incapable in discharging assigned duties, the Consultant will provide a replacement, with qualifications and experience acceptable to the Purchaser, or to resume the performance of the Services itself at no additional cost to the Purchaser.

11. Downstream Activities

11.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any activity resulting from or closely related to the Services.

B Commencement, Completion and Modification of the Contract

12. Contract Effectiveness

12.1 The Consultant shall begin carrying out the Services described in Appendix A. Description of Services to this Contract, on the date specified in the SCC. If not such date is specified in the SCC, the Consultant will begin carrying out the services fourteen (14) days after the receipt of any advance payment if one is requested. If no advance payment is requested, the Consultant shall begin carrying out the services fourteen (14) days after Contract signature.

13. Contract Variation

13.1 The Contract may be varied by agreement between the Parties. All such variations shall be in writing signed by the authorised representative of the Parties.

13.2 Subject to the prior approval of the Purchaser in accordance with **GCC Clause 13.1**, the Consultant may make adjustment in the periods of time indicated in the Staffing Schedule, as may be appropriate to ensure the efficient performance of the Services.

14. Force Majeure

14.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances.

14.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

14.3 Neither Party shall be liable to the other Party for any loss, actually incurred or not, or damage sustained by such other Party arising from any event of Force Majeure or delays arising from such event.

14.4 The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

14.5 Any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

14.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract.

14.7 In the case of disagreement between the Parties as to the existence, or extent of, Force Majeure, the matter shall be submitted to adjudication in accordance with **GCC Clause 39** hereof.

14.8 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

15. Suspension by the Purchaser

15.1 The Purchaser may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- i) shall specify the nature of the failure; and
- ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

16. Suspension by the Consultant

16.1 The Consultant may, without prejudice to its right to terminate the Contract pursuant to **GCC Clause 18.1** by written notice of suspension, suspend the Services if the Purchaser fails to pay any money due the Consultant within thirty (30) days after receiving notice from the Consultant that such payment is overdue.

17. Termination by the Purchaser

17.1 The Purchaser may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph 16.1.vi) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs 16.1.i) through 16.1.vii) of this Clause, terminate this Contract:

- i) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **GCC Clause 15.1**, within thirty (30) days of receipt of such notice of suspension or within such further period as the Purchaser may have subsequently approved in writing;
- ii) if the Consultant becomes (or, if the Consultant consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- iii) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **GCC Clause 39**;
- iv) if the Consultant submits to the Purchaser a statement which has a material effect on the rights, obligations or interests of the Purchaser and which the Consultant knows to be false;
- v) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- vi) if the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- vii) if the Consultant, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
 - “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the GoB, and includes collusive practice among Consultants (prior to or after submission of

proposals) designed to establish prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition.

18. Termination by the Consultant

18.1 The Consultant may, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs 17.1.i) through 17.1.iv) of this Clause, terminate this Contract:

- i) if the Purchaser fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC Clause 39** within thirty days (30) days after receiving written notice from the Consultant that such payment is overdue;
- ii) if the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Purchaser of the Consultants' notice specifying such breach;
- iii) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iv) if the Purchaser fails to comply with any final decision reached as a result of Arbitration pursuant to **GCC Clause 40**.

C Obligations of the Consultants

19. Standards of Performance

19.1 The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such skill and care in the performance of the Services as is consistent with recognised professional standards.

19.2 The Consultant shall act at all times so as to protect the interest of the Purchaser and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

19.3 The Consultant shall furnish to the Purchaser such information related to the Services as the Purchaser may from time to time reasonably request.

20. Liability and Insurances

20.1 The Consultant's liability under this Contract shall be as provided by the Laws of Belize.

20.2 Notwithstanding **GCC Clause 8.1**, the Consultant shall be responsible for, and shall indemnify the Purchaser, in respect of loss of or damage to equipment and materials furnished by the Government Belize or the Purchaser, or purchased by the Consultant

in whole or in part with funds provided by the Purchaser and in the care of the Consultant.

- 20.3 The Consultant shall, unless specified otherwise in the **SCC**, take out and maintain adequate insurance against loss of or damage to such equipment and materials. The proceeds of such insurance shall be payable in a currency freely usable to replace or repair such equipment and materials.
- 20.4 The Consultant, unless specified otherwise in the **SCC**, shall take out and maintain adequate professional indemnity insurance and insurance against claims by third Parties resulting from acts performed in carrying out the Services.

21. Procurement

- 21.1 If the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall comply with any applicable public procurement guidelines and shall at all times exercise such responsibility in the best interest of the Purchaser.

22. Reports

- 22.1 The Consultant shall submit to the Purchaser the reports and documents specified in Appendix B. Reporting Requirements.

23. Confidentiality

- 23.1 The Consultant, Sub-Consultants, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.

24. Fees and Gratuities

- 24.1 The Consultant and the Purchaser warrant that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the Contract, have been given or received in connection with the selection process or in the contract execution.

25. Accounts and Audit

- 25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the remuneration and reimbursable out-of-pocket expenses referred to in **GCC Clause 36.4** have been duly incurred.

- 25.2 The Consultants:

- (i) shall permit the Purchaser or its designated representative periodically, and up to one (1) year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser; and

- (ii) shall permit the Purchaser defined in the SCC and GoB to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by Auditors approved by the GoB, if so required by the GoB.

26. Drawings, Specifications Designs and Software

26.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Purchaser under this Contract shall become and remain the property of the Purchaser, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with a detailed inventory thereof.

27. Property of the Purchaser

27.1 Equipment and materials made available to the Consultant by the Purchaser, or purchased by the Consultant with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Purchaser an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Purchaser's instructions.

D Consultants' Personnel and Sub-Consultants

28. General

28.1 Appendix C. Key Personnel indicates the key personnel by name and Appendix D. Staffing Schedule, their tasks and contracted inputs. Any additional work required beyond the scope of services shown in will only be undertaken when agreed by the Purchaser and Consultant in writing.

28.2 The Consultant shall, during the performance of the Services, be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

29. Changes in Key Personnel

29.1 Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications at no additional cost to the Purchaser

29.2 In the event that any of the personnel is found by the Purchaser to be incompetent, guilty of misbehavior, or incapable in discharging the assigned responsibilities, the Purchaser may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Purchaser.

30. Working Hours

30.1. The working hours of the Key Personnel shall be those of the Purchaser. The Key Personnel shall be entitled to public holidays in Belize but not be entitled to be paid for overtime, nor to take paid sick leave or vacation leave.

E Obligations of the Purchaser

31. Assistance and Exemptions

31.1. The Purchaser shall use its best efforts to ensure that the Government of Belize shall:

- (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) Provide other such data and facilities as described in Appendix F. Duties of the ;
- (c) Assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC;

32. Access to Land

32.1. The Purchaser warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services.

33. Counterparts

33.1. The Purchaser shall provide an adequate number of suitable local counterparts to cooperate with and assist the personnel in the carrying out of the Services.

F Payments to the Consultants

34. Contract Ceiling Amount

34.1. Except as may be otherwise agreed under **GCC Clause 13** and subject to **GCC Clause 34.4**, payments under this Contract shall not exceed the amount described in Appendix E. Cost Estimates.

34.2. The Consultant shall notify the Purchaser as soon as cumulative charges incurred for the Services have reached 80%.

34.3. All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

34.4. The maximum amount payable under the Agreement has been fixed on the understanding that the Consultant will be provided with the exemptions, services,

facilities, documents and information (collectively “assistance”) listed in **GCC Clause 8** and **GCC Clause 31.1** and described in Appendix F. Duties of the Purchaser. In the event that the Purchaser is unable or fails to provide part or all of such assistance, the Parties shall consult regarding what additional allowance (if any) should be made to the Consultant.

35. Advance Payment

35.1. The Consultant is entitled to an advance payment in the amount specified in the SCC against the provision of a Bank Guarantee by a Bank acceptable to the Purchaser. The amount of the advance payment, such Bank Guarantee (i) to remain effective until the advance payment has been fully set off (ii) will be in the form indicated in Appendix G attached hereto.

36. Monthly Payments

36.1. The Purchaser shall pay to the Consultant in respect of the Services such remuneration and out-of-pocket expenses set forth in Appendix E. Cost Estimates; provided that total payment shall not exceed the respective ceiling amounts specified in **GCC Clause 34** of the Contract.

36.2. Remuneration shall be determined either on a lump sum basis against deliverables or on the basis of time spent by the Personnel listed in Appendix D. Staffing Schedule. The rates or sums stated in Appendix E. Cost Estimates shall be fixed for the duration of the Contract.

36.3. Remuneration on the basis of time spent, when applicable, of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

36.4. Reimbursable expenditures actually and reasonably incurred and supported by the appropriate documentary receipts by the Consultant in the performance of the Services, as specified in **GCC Clause 36.1**

36.5. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Purchaser, in duplicate, itemised statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable. The statements will clearly identify which amounts relate to remuneration or lump sums and reimbursable expenditure.

36.6. Any amount which the Purchaser has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Purchaser within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Purchaser for reimbursement must be made within twelve (12) calendar months after receipt by the Purchaser of a final report and a final statement approved by the Purchaser in accordance with the above.

- 36.7. The Purchaser shall cause the payment of the Consultant's monthly statements within thirty (30) days after the receipt by the Purchaser of such statements with supporting documents.
- 36.8. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Purchaser may add or subtract the difference from any subsequent payments. Interest at the annual rate of 3% per annum shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 36.9. Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

37. Final Payment

- 37.1. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Purchaser. The Services shall be deemed completed and finally accepted by the Purchaser and the final report and final statement shall be deemed approved by the Purchaser as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Purchaser unless the Purchaser, within such sixty (60)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated.

38. Payment upon Termination

- 38.1. Upon termination of this Contract pursuant to **GCC Clauses 17 and 18** hereof, the Purchaser shall make the following payments to the Consultant:
- i) remuneration pursuant to **GCC Clause 36** hereof for Services satisfactorily performed prior to the effective date of termination;
 - ii) reimbursable expenditures pursuant to **GCC Clause 36** hereof for expenditures actually incurred prior to the effective date of termination; and
 - iii) except in the case of termination pursuant to paragraphs i) through iv) and vii) of **GCC Clause 17.1** hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel.

G Resolution of Disputes

39. Adjudication

- 39.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Consultant 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.

- 39.2. The Belize Chamber of Commerce and Industry (BCCI) may be asked by either Party to provide the CV of three available Adjudicators, none of whom will be nationals of the Consultant'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.
- 39.3. The Adjudicator shall be paid by the hour at the rate proposed by the BCCI, together with reasonable expenses to cover accommodation, travel and communications as necessary. The cost shall be divided equally between the Purchaser and the Consultant, 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.

40. Arbitration

- 40.1. 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 Arbitration Act, Revised Edition of 2000, by one or more Arbitrators appointed in accordance with the said Rules. The ruling of the Arbitrator shall be binding on both Parties.

SPECIAL CONDITIONS OF CONTRACT

GCC 1(j)	The Intended Completion Date is <i>[enter date]</i>
GCC 5.1	<i>[Insert the location of the Services]</i>
GCC 6	<p>The Authorised Representatives are:</p> <p>For the Purchaser: Name _____ Designation _____ Address _____ Facsimile _____ Email _____</p> <p>For the Consultant: Name _____ Designation _____ Address _____ Facsimile _____ Email _____</p>
GCC 8.1	<p><i>[Note: When a contract is funded by Government of Belize it is up to the Purchaser with agreement from the Ministry of Finance and Economic Development to decide whether the Consultant (i) should have to pay taxes without reimbursement by the Purchaser; (ii) should be exempted from any such taxes; or (iii) should be reimbursed by the Purchaser for any such taxes they might have to pay (or that the Purchaser would pay such taxes on behalf of the Consultant and the Personnel). In the first case, this Clause SCC 8.1 should be deleted from the SCC; in the second and third case, this Clause SCC 8.1 should be used in the SCC.</i></p> <p style="text-align: center;"><i>The Consultant must be informed about which alternative the Purchaser wishes to apply before they are to submit their Financial Proposal. If the first alternative is to apply, the Consultant should be provided with the information necessary to allow them to calculate their approximate liability for the applicable taxes, duties and impositions.]</i></p>
GCC 12	<p>The effectiveness conditions are the following: <i>[insert conditions]</i></p> <p><i>[Note: List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by Purchaser of advance payment guarantee. If there are no effectiveness conditions, then state so above.]</i></p>
GCC 12.1	<i>[Insert date for commencement of services if other than provided for in GCC 12.1. Otherwise delete reference to this clause from the SCC.]</i>

GCC 17, 18	The time period shall be <i>[insert time period, e.g.: four months]</i> .
GCC 20 Labour law	<p>The Contractor shall conform to the Belize Labour Act (Revised Edition 2000) and Subsidiary Laws (Revised Edition 2003), the Workmen’s Compensation Act (Revised Edition 2000) as well as the International Labour Organization Convention Act (Revised Edition 2003). In particular, the Contractor shall be responsible for liability and insurances as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Belize by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i>;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i>;</p> <p>(c) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i>;</p> <p>(d) Employer’s Liability and Workers’ Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the applicable Law.</p>
GCC 20.3	<i>[Note: If this Contract is used for the employment of an Individual Consultant, who will not be expected to take out such insurance, state “not applicable”]</i>
GCC 20.4	<i>[Note: If this Contract is used for the employment of an Individual Consultant, who will not be expected to take out such insurance, state “not applicable”]</i>
GCC 34.3	<i>[Insert the Consultant’s Bank account name, number and bank including the full address of the bank and any swift code applicable.]</i>
GCC 35	<p>Advance Payment(s) shall NOT be made as a part of this Contract.</p> <p><i>[or]</i></p> <p>Advance Payment(s), in respect of actual sums or sums provided against an advance payment guarantee, shall be made as follows::</p> <p>(1) An advance payment of <i>[insert amount – usually 10%]</i> shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Purchaser in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) Usually, for advance payment up to value of 10%, no Bank Guarantee is required. For advance payment above 10%, a Bank</p>

	Guarantee shall be required, equivalent to the amount of the advance payment. <i>[The Purchaser should amend this clause as required for the particular procurement.]</i>
GCC 40.1	The place of Arbitration is: _____ <i>[insert location]</i>

TABLE OF APPENDICES

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Appendix A. DESCRIPTION OF SERVICES

Note: *This Appendix will include the final Terms of Reference agreed out by the Purchaser and the Consultant during the technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Purchaser, etc.*

The Terms of Reference (TOR) is the key document in the RFP. It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Consultant, and expected results and deliverables. An adequate and clear TOR document is essential for the understanding of the assignment and its correct execution by the Consultant. It also helps reducing the risk of ambiguities during the preparation of proposals by the Consultant, contract negotiation, and execution of the services.

Terms of Reference normally contain the following sections:

- *Background;*
- *Objectives of the assignment;*
- *Scope of Services;*
- *Transfer of Knowledge (training) (when applicable);*
- *List of Reports, Schedule of deliveries, period of performance;*
- *Data, personnel, facilities and local services to be provided by the Purchaser;*
- *Institutional arrangements;*
- *Key Personnel Requirements.*

Appendix B. REPORTING REQUIREMENTS

Note: *List format, frequency, and contents of Reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

Appendix C. KEY PERSONNEL

Note: *List Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and staff-months for each.*

Appendix D. STAFFING SCHEDULE

[Complete the staffing schedule. It will be based upon the staffing schedule contained in the Proposal modified to reflect any agreements reached during Contract negotiations.]

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Appendix E. COST ESTIMATES

***Note:** When the Contract has been negotiated on a lump sum basis, simply replace the following text with the schedule of payments agreed with the Consultant during the negotiations.*

- 1 List hereunder cost estimates in Belize Dollars monthly rates for Personnel.*
- 2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
 - (a) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
 - (b) The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*
 - (c) The cost of laboratory tests on materials, model tests and other technical services authorised or requested by the Purchaser.*
 - (d) The cost of training of the Purchaser's Personnel outside the Purchaser's country, if training is a major component of the assignment, specified as such in the TOR.*
 - (e) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, subject to the prior authorisation in writing by the Purchaser.*

Appendix F. DUTIES OF THE PURCHASER

Note: List under:

- F-1 Services, facilities and property to be made available to the Consultant by the Purchaser.*
- F-2 Professional and support counterpart Personnel to be made available to the Consultant by the Purchaser.*

Appendix G. FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See GCC Clause 35]

Bank Guarantee for Advance Payment

[on the Bank's letterhead]

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] _____ [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of Bank].

The maximum amount of this Guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly

¹ The Guarantor shall insert an amount representing the amount of the advance payment.

statements which shall be presented to us. This Guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____, 2___, *[insert year]* whichever is earlier. Consequently, any demand for payment under this Guarantee 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. 456.

[signature(s)]

[Note: All italicised text is for indicative purposes only to assist in preparing this form and shall be deleted from the final document.]

SECTION V. TERMS OF REFERENCE

Note: The Terms of Reference (TOR) is the key document in the RFP. It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Consultant, and expected results and deliverables. An adequate and clear TOR document is essential for the understanding of the assignment and its correct execution by the Consultant. It also helps reducing the risk of ambiguities during the preparation of the Proposal by the Consultant, contract negotiation, and execution of the services.

Terms of Reference normally contain the following sections:

- *Background;*
- *Objectives of the assignment;*
- *Scope of Services;*
- *Transfer of Knowledge (training) (when applicable);*
- *List of reports, Schedule of deliveries, period of performance;*
- *Data, personnel, facilities and local services to be provided by the Purchaser;*
- *Institutional arrangements;*
- *Key Personnel Requirements.*

SECTION VI. TECHNICAL PROPOSAL SUBMISSION FORMS

Note: These include the following:

TPF1. Technical Proposal Submission Form

TPF2. Consultant's Experience

TPF3. Description of the Methodology and Work Plan

TPF4. Comments and Suggestions of Consultant on TOR

TPF5. Time Schedule for Professional Personnel

TPF 6. Format of CV for Professional Staff

TPF 1. Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of Purchaser]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____ *[insert title of consulting services]* in accordance with your Request for Proposals dated _____ *[insert date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes *[or ... submitting our combined technical and financial Proposal under sealed envelope. Delete the option not appropriate.]*

If negotiations are held during the period of validity of the Proposal, i.e., before _____ *[insert date]*, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

In accordance with ITC Clause 2.2 and GCC Clause 25.2, we acknowledge and accept the Purchaser and GOB's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the Purchaser as a result of this Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:

TPF 2. Consultant's Experience

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

[Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.]

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current BZD):
Name of Associated Consultants, If Any:		N ^o of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Assignment:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

TPF 3. Description of the Methodology and Work Plan for Performing the Assignment

Work Plan

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Reports (a) First Status Report (b) Second Status Report (etc.)	
3. Draft Final Report	
4. Final Report	

**TPF 4. Comments and Suggestions of Consultant on the Terms of Reference
and on Data, Services, and Facilities to be Provided by the Purchaser.**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Purchaser:

- 1.
- 2.
- 3.
- 4.
- 5.

TPF 5. Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months			
			1	2	3	4	5	6	7	8	9	10	11	12				
																	Subtotal (1)	
																		Subtotal (2)
																		Subtotal (3)
																		Subtotal (4)

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks of assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications and experience.

Date: _____

[Signature of staff member and authorised representative of the firm]

Day/Month/Year

Full name of staff member: _____

Full name of authorised representative: _____

SECTION VII. FINANCIAL PROPOSAL SUBMISSION FORMS

FPF 1. Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Purchaser]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ____ [Title of consulting services] in accordance with your Request for Proposal dated ____ [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of ____ [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at ____ [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., ____ [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

In accordance with ITC Clause 2.1 and GCC Clause 25.2, we acknowledge and accept the GOB’s right to inspect and audit all records relating to our Proposal, irrespective of whether we enter into a contract with the Purchaser as a result of this Proposal.

We confirm that we have read, understood and accepted the contents of the Instructions to Consultants, the Proposal Data Sheet, General Conditions of Contract, Special Conditions of Contract, Terms of Reference, the provisions relating to the eligibility of Consultants and the applicable guidelines for the procurement rules of the GOB, any and all bid bulletins issued and other attachments and inclusions included in the Request for Proposals sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF 2. Summary of Costs

Costs	Amount(s)
Subtotal	
Local Taxes	
Total Amount of Financial Proposal	_____

FPF 3. Breakdown of Price per Activity

Activity No.: _____ Description: _____	
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

FPF 4. Breakdown of Remuneration per Activity

Activity No.			Name	
Name	Position	Input ¹	Remuneration	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				

¹ Staff months, days, or hours as appropriate.

FPF 5. Reimbursables per Activity

Activity No: _____			Name: _____		
No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	International flights _____	Trip			
2.	_____				
3.	Miscellaneous travel expenses	Trip			
4.	Subsistence allowance	Day			
5.	Local transportation costs ¹				
	Office rent/accommodation/ clerical assistance				
	Grand Total				

¹ Local transportation costs are not included if local transportation is being made available by the Purchaser. Similarly, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Purchaser.

FPF 6. Miscellaneous Expenses

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

[All Consultants are required to complete this form and submit it with their Financial Proposal.]

FPF 7. Statement on Ethical Conduct and Fraud and Corruption

We, the undersigned, confirm in the preparation of our Bid or Proposal, 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 of Belize to inspect all records relating to the preparation of our Bid or Proposal 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 Purchaser or Employer.

Signed

Name

SECTION VIII. FINANCIAL NEGOTIATIONS

[Not to be used when cost is a factor in the evaluation of Proposal.]

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Purchaser is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Purchaser is, therefore, concerned with the reasonableness of the Firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Purchaser does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the Firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Purchaser is not charged for the leave taken.

(v) Overheads

Overhead expenses are the Firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Purchaser does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the Firm. In such case, the Firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents - the subsistence rate shall be the same for married and single team members.

2. Reimbursable Expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilisation and demobilisation, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the Firm, including payment of any advance based on cash flow projections covered by a Bank Guarantee, shall be made according to an agreed estimated schedule ensuring the Firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorised Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

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

1 e of column 1
2 e of column 4