



Annex II

Standard Bidding Document

for

Request for Quotations (Shopping)

The Procurement of Minor Works

(January 2013)

Ministry of Finance and Economic Development
Issued: _____

Notice to Users

The use of this Request for Quotations (RFQ) Standard Bidding Document is mandatory for all procurement of Minor Works through Limited/Selective Tendering procedure, with an estimated value between BZD 1,000 - 20,000, when the procurement is funded by the Government of Belize. The guidelines for the procurement of minor works are described within this shopping process document in the italic text into brackets []. Users are also encouraged to refer to Section 20 Standard Bidding Documents & Important Clauses of the Public Procurement Procedure Handbook (PPPH -Volume I) and to the relevant Guidance Notes for SBDs (Annex VII a, PPPH - Volume II).

All minor works procurement with an estimated value above BZD 10,000 can be advertised in the English language in a national newspaper of wide circulation that has been continuously published for a period of not less than two years, and on the Government of Belize's official website, with all who express interest invited to submit a sealed quotation and a public opening held.

- a) Any interested party may obtain the bidding documents and submit a quotation, including foreign firms, free of charge.*
- b) In addition to those who express interest, a shortlist of not less than three (3) national or international firms may be invited.*
- c) The time period between the appearance of the advertisement and the opening of sealed quotations will be at least 14 days and no more than 35 days.*

For minor works with an estimated value below BZD 10,000 there is no need to advertise and the Biddings Documents should be sent to not less than three (3) qualified suppliers free of charge.

Bidders will be required to submit sealed quotations which will be opened in public but they will not be required to provide a Bid Security, only a Bid and Performance Securing Declaration as described in the attached documents. A Bidder's attendance at the opening of quotations is not mandatory.

The Purchaser's Officer should note that the final Contract Agreement is created by putting together the specified documents from this RFQ Bidding Documents, in the same order as stated in Article 1 of Section 2. Conditions of Contract for Civil Works.

This notice is to be deleted from the documents issued to Bidders.

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INVITATION FOR QUOTATIONS

RFQ# _____

Dated: _____

To:

Dear Sir / Madam,

The Government of Belize, acting through the Ministry of *[insert name of Employer]*, is inviting the Contractor to submit price quotation in accordance with the requirements laid down in these Request for Quotation (RFQ) documents, to implement the following Minor Works:

[Insert brief description of the works]

a) _____

b) Construction will begin on *[insert expected start date]* and will be completed by end of *[insert expected completion date]*.

1. The Government of Belize has allocated funds for the procurement of the above items for which price quotations are being requested, and for payment allocation under the contract for which this invitation for quotations is issued.

2. To be considered eligible and qualified, a Contractor must:

- a) Have completed at least one contract of a similar nature of at least 50% of the value of the bid;
- b) Have completed, in the last 2 years, contracts with a total cumulative value of three times that bid;
- c) Be able to provide update Tax Compliance Certificate;
- d) The proposed works Manager must hold formally recognized relevant technical and/or engineering qualifications.;
- e) Not be under any notice of disbarment issued by the Government of Belize.

3. Quotations must be delivered to the address given below at or before _____ *[insert date and time]*. Late quotations will be rejected. Quotations

will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives who choose to attend.

4. A pre-bid conference open to all prospective Bidders will be held at the project site described in the Bidding Documents on *[when appropriate, insert date and time of the pre-bid conference]*.
5. All quotations must be accompanied by a signed **Quotation Form, Bid and Performance Securing Declaration, and Statement on Ethical Conduct and Fraud and Corruption** as described in the Bidding Documents. Any quotation not accompanied by one or more of these three documents will be rejected as non-compliant.
6. The address for quotation submission and opening is:

[Insert name, full address contact name, telephone/fax numbers and email address]

7. The Government of Belize will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract financed by the Government of Belize respectively, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.
8. Requests for clarifications should be addressed to:
(insert designation of responsible officer)

Telephone: _____

Fax: _____

E-mail: _____

9. Please Confirm by Fax/Mail/Email the receipt of this invitation and whether or not you will submit the price quotation(s).

[Authorised Signature of Employer]

SECTION 1. INSTRUCTIONS TO BIDDERS

1. **Description of Works.** The Government of Belize, acting through the Ministry of _____ [*insert name of Employer*] (hereinafter called the “Employer”), invites quotations for the construction of _____ [*insert brief description of works*] as described in the Conditions of Contract (CC). The successful Contractor will be expected to construct the works within the time allowed under the Conditions of Contract.
2. **Eligibility and Qualification of the Bidder.** Only Contractors who meet the following criteria will be eligible for an award of contract - the Bidder shall be required to provide documentary evidence with its quotation to demonstrate that it meets these requirements -
 - a) Have completed at least one contract of a similar nature of at least 50% of the value of the bid;
 - b) Have completed, in the last 2 years, contracts with a total cumulative value of three times that bid;
 - c) The proposed works Manager must hold formally recognized relevant technical and/or engineering qualifications;
 - d) Be able to provide updated Tax Compliance Certificates;
 - e) Not be under any notice of disbarment issued by the Government of Belize or other International Institution.
3. **Fraud and Corruption.** The Government of Belize requires Procuring Entities as well as Bidders, Suppliers, Contractors, and Consultants to observe the highest standard of ethics during the procurement and execution of Contracts. In pursuance of this policy, the Government of Belize (GoB):
 - (a) Considers, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition;

- (iii) “collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent, coercive or collusive practices in competing for the contract in question;
 - (c) Will respectively declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the GoB, if it at any time determines that the firm or individual has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
 - (d) Will have the right to inspect and audit the records of any Bidder relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the GoB, be undertaken by independent auditors appointed by them.
 - (e) All Bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in, and submit it with their bid.

4. **Contents of Bidding Documents.** The set of bidding documents comprises the documents listed below:

INVITATION FOR QUOTATIONS
SECTION 1. INSTRUCTIONS TO BIDDERS
SECTION 2. CONDITIONS OF CONTRACT FOR CIVIL
WORKS
SECTION 3. BILL OF QUANTITIES
SECTION 4. TECHNICAL SPECIFICATIONS AND
DRAWINGS
SECTION 5. FORM OF QUOTATION, AND STATEMENT ON
ETHICAL CONDUCT AND FRAUD AND
CORRUPTION
SECTION 6. WORKPLAN
SECTION 7. FORM OF CONTRACT AGREEMENT

SECTION 8. BID AND PERFORMANCE SECURING
DECLARATION

5. **Documents Comprising the Bid/Quotation.** The bid submitted by the Contractor shall comprise the following documents:
- Signed Form of Quotation;
 - Signed Priced Bill of Quantities;
 - Signed Contractors Work Plan;
 - Signed Bid and Performance Securing Declaration.
6. **Quotation and Evaluation Criteria.** Contractors' quotations shall be evaluated for all items required to complete construction of the works, including materials, equipment, labor, transport and profit. The Employer has the right to reject quotations that are incorrectly completed. The contract will be awarded to the Bidder offering the lowest substantially responsive offer.
7. **Validity of Quotations.** The quotation shall remain valid for the period of sixty (60) calendar days counted from the deadline for submission of quotations specified in Paragraph 11 of these Instructions. The Employer may request the Contractors to extend the period of validity for a specified additional period. The Employer's request and the Contractors' responses shall be made in writing or by fax or by cable. A Contractor may refuse the request for extension of quotation validity in which case he may withdraw his bid without any penalty. A Contractor agreeing to the request will not be required or permitted to otherwise modify its quotation.
8. **Language of the Bid/Quotation.** All documents relating to the quotation and contract shall be in the English language.
9. **Preparation and Sealing of Quotations.** The Contractor shall prepare one original of the documents comprising the quotation as described in Paragraph 6 of these Instructions, with the Form of Quotation, and clearly marked "ORIGINAL". In addition, the Contractor shall also submit one copy which shall be clearly marked as "COPY". In the event of discrepancy between them the Original shall prevail. The original and the copy of the quotation shall be signed by a person or persons duly authorised to sign on behalf of the Contractor. All the pages of the bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the bid. The Contractor shall seal the original and the copy of the quotation in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY". The inner and the outer envelopes shall be addressed to the Employer at the address provided in the Invitation for Quotations, and shall provide a warning not to open before the specified time and date for Quotation opening as defined in paragraph 12 of these Instructions. The inner envelopes shall indicate the name and full address of the Contractor. If the outer envelope is not sealed and marked as above, the

Employer will assume no responsibility for the misplacement or premature opening of the quotation.

10. **Pre-Bid Conference.** The Employer will hold a pre-bid conference on the date and at the location indicated in paragraph 4 of the Invitation for Quotations. Attendance at the conference is not mandatory, however all Bidders are encouraged to attend so that they correctly understand the Employer's requirements.
11. **Place and Deadline for Submission of Quotations.** The quotations shall be delivered to the Employer NO LATER than _____ [insert time, date] at the address given in paragraph 6 of the Invitation for Quotations. Any bid received by the Employer after the deadline prescribed in this clause will be returned unopened to the Bidder.
12. **Bid and Performance Securing Declaration.** The Bid and Performance Securing Declaration should be in accordance with the form included in Section 8, and shall be valid for six months beyond the Bidder's expected completion date as shown in the Workplan. Any Bid not accompanied by a Bid and Performance Securing Declaration when required will be rejected by the Employer as non-responsive. The execution of a Bid Securing Declaration will result in the Bidder being held ineligible for all contracts let by the GoB for a period of two years from the expiry of the Bid Validity unless, at a Bidder's option, the Bidder chooses to pay an administrative penalty of two percent (2%) of the total bid amount to the Employer. The Bid Securing and Performance Declaration will be executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
 - (b) if a Bidder does not accept the correction of its Bid Price pursuant to paragraph 16 c) of these Instructions;
 - (c) if the successful Bidder fails within the specified time to sign the Contract;
 - (d) if the successful Bidder, once contracted, commits a fundamental breach of contract.
13. **Modification and Withdrawal of Quotations.** No quotations shall be modified after the deadline for submission of Quotations specified above in paragraph 11 of these Instructions. Withdrawal of a quotation between the deadline for submission of Quotations and the expiration of the validity of the Quotations as specified in paragraph 7 of these Instructions will result in the execution of the Bid Securing and Performance Declaration.
14. **Opening of Quotations.** The Employer will open the Quotations in the presence of the Bidders' representatives who choose to attend, at the time, date, and in the place specified in paragraph 3 of the Invitation for

Quotations. The Bidders' names and the total price quote of each bid will be announced by the Employer at the Quotations opening.

15. **Process to be Confidential.** At the discretion of the Employer, a provisional recommendation for the Contract award may be available to the Bidders on the day of the Quotations opening. Other than this, all information relating to the examination, clarification, evaluation and comparison of quotations for the Contract award shall not be disclosed until the award to the successful Contractor has been announced.
16. **Evaluation and Comparison of Quotations.** The Employer will award the Contract to the Contractor whose quotation has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price quote. In evaluating quotations, the Employer will determine, for each quotation, the evaluated quote price by adjusting the quotation and making any correction for any arithmetic errors as follows:
 - a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - c) If a Contractor refuses to accept the correction, his Bid will be rejected and Bid Securing and Performance Declaration executed;
 - d) The Employer has the right to request the replacement of the Performance Declaration with a Performance Security in the amount of 10% of the contract value if a Bidder's price is considered unrealistically low. In the event that the Bidder fails to provide an acceptable security, its Bid may be rejected; however the Bid Securing Declaration will not be executed.
17. **Employer's Right to Accept or Reject any or all Quotations.** The Employer reserves the right to accept or reject any quotation, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Contractor(s) or any obligation to inform the affected Contractor(s) of the grounds for the Employer's decision.
18. **Notification of Award and Signing of Contract.** The Contractor whose bid has been accepted will be notified of the award by the Employer prior to the expiration of the validity period of the quotation, by registered letter. The written notification of award will constitute the formation of the Contract. In the event that no notification of award is issued, the signature of the Contract by the Employer and Contractor shall constitute the formation of Contract.

19. **Debriefing.** After the award of contract has been announced an unsuccessful Bidder has the right to request a debriefing to ascertain why its quotation was unsuccessful and the Employer 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 quotations opening and the reasons for any and all bids rejection.
20. **Complaints.** A complaint may be made by any party at any stage of the procurement process, in writing, to Head of the Procuring Entity. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Head of the Procuring Entity and a response issued only after the evaluation is completed. The Head of the Procuring Entity shall not entertain a complaint unless it was submitted within five (5) days after the party submitting it became aware of the circumstances giving rise to the complaint. Complaints shall be addressed to the Head of the Procuring Entity. 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. In the event that the response from the Head of the Procuring Entity does not satisfy the bidder or there is no response to the complaint, the party submitting the complaint is entitled to institute proceedings for administrative review by the Contractor-General's Office at _____ *[insert contact name and address]*. Any complaint submitted to the Contractor-General's Office shall be accompanied by a registration fee of 2% of the estimated value of the procurement or sale. In such case, a copy of the complaint should also be sent to the Ministry of Finance and Economic Development _____ *[insert contact name and address]*. The Contractor-General shall respond to the complaint within seven (7) days. This is without prejudice to any other recourse that a Bidder may choose.

**SECTION 2. CONDITIONS OF CONTRACT FOR
CIVIL WORKS**

Article 1 General Provisions

1. The Employer has appointed..... *[insert name]* to be the Project Manager who will supervise implementation of the Contract.
2. The Contractor confirms that he has examined, read and understood fully all the Contract Documents, being the following and together forming the Contract:
 - (i) the Form of Quotation, and Statement on Ethical Conduct and Fraud and Corruption;
 - (ii) the Priced Bill of Quantities;
 - (iii) the Form of Contract;
 - (iv) the Conditions of Contract;
 - (v) the Contractor’s Work Plan and Drawings;
 - (vi) the Technical Specifications.
3. The Employer has approved the Work Plan submitted by the Contractor, including the Works Start Date, the Works Completion Date, and the person representing the Contractor, who will act as Works Manager.
4. The Contract shall be amended only by written agreement between the Employer and the Contractor.
5. Every effort shall be made to resolve disputes amicably and without recourse or referral to third parties. Any dispute that cannot be resolved amicably 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(s) shall be binding on both Parties.

Article 2 Employer’s and Contractor’s Obligations

6. The Employer and the Contractor now agree as follows:
 - The Employer pledges to pay the Contractor the Contract Price of BZD..... *[Insert amount in works and figures]* subject to 3% deduction for Income Tax. This amount is for the full quantity of work shown on the Drawings, including materials, transport to the site, labor and profit.
 - The Contractor pledges to execute the following works:
.....

.....
..... [insert description of works]. On or before the Works Start Date, the Technical Supervisor will indicate the exact location where the works are to be constructed.

Article 3 Conditions for Execution of the Works

7. The Contractor shall not sub-contract the whole of the works. The Contractor shall not, without the written consent of the Employer, sub-contract any part of the Works. In the event the Employer approves the subcontracting, such consent shall not relieve the Contractor of his obligations under the Contract.
8. The Contractor will start implement the works on..... [insert Works Start date from Contractor's Workplan] and shall complete the whole of the works not later than [insert Works Completion Date from Contractor's Workplan]. If implementation of the Contract is delayed due to any circumstances or event, which could not have been foreseen by an experienced contractor, the Contractor must inform the Project Manager immediately about the delay within two (2) days. If the Project Manager considers that an extension of time for the Contract is justified, the Contractor must submit an amended Workplan, agreed with the Project Manager, for approval by the Employer.
9. If seven (7) days after the Works Start Date, the Contractor has not started to implement the project, the Employer has the right to cancel the contract. If, at any time, implementation of any part of the Works is delayed by more than fifteen (15) days beyond the dates shown in the Workplan, the Employer has the right to cancel the contract. In either circumstance should the delays be attributable to a breach on the part of the Contractor, the Employer will execute the Bid and Performance Securing Declaration and the Contractor will be disbarred from providing any goods, works or services on any publicly funded contract for a period of not less than three (3) years.
10. The Employer has the right to reduce the payment to the Contractor by 0.1% of the total price of the project for every day after the Works Completion Date shown in the Contractor's Workplan, until the work is complete. The reduction is up to a maximum of 10%, then after the Employer may terminate the contract.
11. The Contractor's Works Manager will be present on site all the time that works are in progress. The Works Manager will keep a Works Notebook to record progress of the work. The Employer and the Technical Supervisor may inspect the Works Notebook and may use it to record instructions issued to the Contractor.
12. The Project Manager, or any other person named as a representative by the Employer and notified to the Contractor, may inspect the works at any time. The Project Manager may instruct the Contractor to provide samples of materials for quality testing. The Project Manager may instruct the Contractor to dig inspection holes in completed sections of the works in order to allow inspection. The Contractor will cooperate with the Project Manager and allow the Project

Manager to use the Contractor's staff and equipment as necessary to carry out inspections of the works.

13. All additional works and materials undertaken or provided on the instructions of the Project Manager for the purposes of inspection will be reimbursed at the rates shown in the Bill of Quantities provided that such works or materials inspected do not prove defective. Should the works and materials prove defective, all costs of inspection will be borne by the Contractor (unless items and works have been covered up without the express approval of the Project Manager).
14. The Project Manager may issue instructions to the Contractor to ensure compliance with the Drawings and the Specifications. The Project Manager may agree minor changes to the Drawings and the Specifications, provided that these do not change substantially the final quantity and quality of the Works. The Project Manager may not instruct (in writing) the Contractor to change the quantity of Works shown in the Drawings, or to make any change that will substantially change the quality of the finished Works, without the written agreement of the Employer.
15. The Contractor's Workplan shows stages of the works that must be inspected and approved by the Technical Supervisor. When these stages are reached, the Contractor must not proceed further with the works until the Project Manager has given his approval. If the Contractor proceeds with the works without waiting for the Project Manager to inspect, so that the work to be inspected has been covered over, the Project Manager may instruct the Contractor to destroy that part of the work and construct again.
16. The Contractor agrees to ensure that the works are carried out in a safe manner and with the minimum disturbance to people living close to or passing by the site, or damage to the environment. The place of disposing of excavated earth, dirty water or other waste materials must be approved by the Employer before disposal starts.
17. On completion of the works, the Contractor shall be responsible for removing all plant, surplus materials and wastes from the site, and for restoring the site to a clean and tidy condition.
18. The Contractor guarantees the works for twelve (12) months, starting from the actual date of completion of construction shown on Progress Report issued by the Project Manager. The Contractor agrees to make good, at his own expense, any defect that appears during that time due to quality of materials or workmanship.
19. If war or natural disaster situation makes completion of the contract impossible, the Contractor may ask the Employer to release him from the Contract. The Contractor may request payment for that part of the works that is complete and intact at the time the request for release is made.

Article 4 Payment Provisions

20. When the Contractor wishes to apply for payment, he must submit a written Request for Payment to the Employer. The Project Manager will then verify the quantity of work completed and will check that the quality of the materials used and the quality of the Contractor's workmanship is in line with the Contract. The Project Manager will also check that the construction is following the Drawings and any instructions given by the Project Manager to the Contractor. The Project Manager shall then either:
- a) Issue a Progress Report (or Completion Report) certifying that the conditions for release of the payment have been met; or
 - b) Issue a Progress Report detailing further work that must be done to meet the conditions for release of the payment.
21. On receiving a Progress Report (or Completion Report) from the Project Manager, indicating that the conditions for release of any payment have been met, the Employer will issue a Payment Certificate.
22. Payments will only be made on or after the due date shown in the schedule below, and after fulfillment of the "payment conditions" (whichever are the later).

<i>Disbursement Schedule</i>			
Steps of Payment	Amount	Scheduled Date	Payment Conditions (% Completed Works)
Payment No. 1			

23. Time allowed for processing of payments will be as follows:
- i. The Project Manager will inspect the Works and report to the Employer within one (1) week after receiving the Request for Payment.
 - ii. If a satisfactory Progress Report is issued before the scheduled date for payments, the Employer must issue a Certificate for Payment not later than one (1) week after receiving the Progress Report from the Project Manager.
 - iii. Payment will be made within one (1) week of the date issue of the Payment Certificate.
- Therefore the Due Date for Payment will be three (3) weeks after the date of Request for Payment.
24. If any payment is delayed for more than 1 calendar month after the Due Date for Payment, the Employer will pay interest to the Contractor at the rate of 1.5% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed. In addition, the number of

days during which the payment is delayed will automatically be added on to the time for completion of the project.

25. If the Contract is cancelled because of the fault of the Contractor, the Employer has the right to take over the Works and complete them by any other method. No payment will be made to the Contractor until the Works have been completed. Payment to the Contractor will be limited to the difference between the Contract Price and the cost to the Employer of completing the part of the work that was not implemented by the Contractor.

Article 5 Labour Clause

26. In all public contracts, the Contractor or Sub-contractor shall conform with the provisions of Part XII of the Labour Act, Chapter 297 of the laws of Belize Revised Edition 2000, dealing with labour clauses in Public Contracts, and with the Government (Open Vote) Workers Regulations 1992 as amended.
27. The Contractor or Sub-contractor shall keep posted in conspicuous place at each of his establishments and work places notices informing workers of their wages and conditions of employment.
28. The Contractor shall pay rates of wages and observe hours of labor not less favourable than those provided:
- a) by agreement between employers or employers' Associations and Trade Unions representatives respectively or substantial proportion of employers and workers engaged in the trade or industry or by any such engagement;
 - b) in the absence of such any agreement or award, the Contractor shall pay rates of wages, observe hours and conditions of labour not less favourable than those which are or would be paid and observed by the Government in the trade in the District where the work is carried out.
29. A Contractor shall not be entitled to payment of any money which would otherwise be payable under the terms of contract in respect of the work performed in the execution of the contract unless and until he shall have filed together with his claim for payment a certificate:
- a) showing the rates of wages and hours of labor of the various classes of workmen employed in execution of the contract;
 - b) whether any wages in respect of the said work and labour remaining in arrears; and
 - c) that all the labour conditions of the contract have been duly complied with.
30. The Contractor and Sub-contractor shall recognise the freedom of their workpeople to be members of registered Trade Unions.

31. In event of any question arising as to whether the requirements of the Labour Clauses of the contract are being observed, that question shall, if not otherwise disposed of, referred to the Labour Commissioner who shall take such steps as he may deem desirable to promote a settlement. In the event of no settlement being reached, the dispute shall be referred to Arbitration under any statute that may for the time being be provided by arbitration for the settlement of trade disputes.
32. The Contractor shall comply with Section 30 of the Workmen's Compensation Act, Chapter 303 of the Laws of Belize Revised Edition 2000, to ensure that the workers employed by him for the execution of the contract are covered by a comprehensive insurance policy against accidents arising out of and during the course of such work. The Contractor must produce insurance policies taken out under the provisions of Section 30 of the said Workmen's Compensation Act for inspection by the Labour Commissioner as provided under the provisions of the said Act.
33. Any Contractor or Sub-contractor who found to be breach of the provisions of Part XII of the Labour Act, Chapter 297 shall cease to be approved as a Contractor or Sub-contractor for such period as the Labour Commissioner determines.

Article 6 Special Conditions

.....

In witness of what has been agreed above, the signatures of the authorised representatives of the two Parties are affixed below on the date shown.

◆ <i>Employer</i>	◆ <i>Contractor</i>
Name : -----	Name : -----
Position : -----	Position : -----
Date : -----	Date : -----

SECTION 3. BILL OF QUANTITIES

Priced Bill of Quantities for Works Project						
District: _____						
Name of Works: _____						
Bidder's Name: _____				ID Card number: _____		
No.	Description of item	Qty	Unit	Unit Price	Taxes/ Duties per Unit	Total Price per Item
1		<i>a</i>		<i>b</i>	<i>c</i>	<i>d = a x (b+c)</i>
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total Contract Price						

Total Contract Price:

In Words:

Authorised Signature of Bidder:

.....

SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. These should be included here. The Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects in the same country are useful to prepare Specifications. The use of metric units is encouraged. Most Specifications are normally written specially by the Employer or Project Manager to suit the Works Contract in hand.

There are considerable advantages in standardising General Specifications for repetitive Works where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Insert also here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

SECTION 5. FORM OF QUOTATION

_____ [insert date]

To: _____ [insert Employer's name]
_____ [insert Employer's address]

We offer to execute the _____ [insert name and number of Contract] in accordance with the Draft Civil Works Contract accompanying this quotation for the Contract Price of _____ [insert amount in words and numbers] _____ [insert name of currency]. We agree to complete the works according to the Drawings and the Specifications, and within the time allowed.

This quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation will remain valid for sixty (60) days after the Deadline for Submission of Quotations.

By submission of this quotation, we hereby confirm that to the best of our knowledge and belief the wages, hours of work, and conditions of labour of all workers employed by us are fair and reasonable having regard to the provisions of Section 138 of the Labour Act (Revised edition 2000).

We note and accept without reservation the Government's right to audit and inspect any and all records relating to both the preparation of our quotation, and if our bid is successful, the execution of the resulting contract.

Authorised Signature: _____
Name and Title of Signatory: _____

Name of Contractor: _____
Address: _____

Phone Number: _____
Fax Number, if any: _____

Statement on Ethical Conduct and Fraud and Corruption

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

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

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

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Phone Number: _____

Fax Number: _____

SECTION 6. WORKPLAN

District:		Constituency:			Name of Works Project:		
Name of Contractor:		Telephone:		Name of Works Manager:		Telephone:	
Contract Start Date:				Contract Completion Date:			
Description of Works	% of Contract Value	Start Date	Finish Date	Key Stage for Technical Monitoring	Name of Sub-Contractor	Environmental Management	
						Problems	Solutions
Total for first payment							
Submitted by Contractor:				Approved by _____:			
Date:				Date:			

SECTION 7. FORM OF CONTRACT AGREEMENT

AGREEMENT

This Agreement, made the _____ day of _____ 19____, by and between

[insert name and address of Employer], (hereinafter called "the Employer") and

[insert name and address of Contractor], (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes

(name and identification number of Contract, hereinafter called "the Works")

and the Employer has accepted the Bid/Quotation submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (i) the Form of Quotation, and Statement on Ethical Conduct and Fraud and Corruption;
 - (ii) the Priced Bill of Quantities;
 - (iii) the Form of Contract;
 - (iv) the Conditions of Contract;
 - (v) the Contractor's Work Plan and Drawings;
 - (vi) the Technical Specifications.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
 5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 6. The Contractor shall be exempt from payment of General Sales Tax (12.5%) for all goods and services to be supplied to the Government of Belize under this contract in accordance with SI #38 of 2010 (Fourth Schedule to the GST Act) which came into effect as April 1st, 2010.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed and sealed for and on behalf of
_____ *[insert Employer]*

Seal of *[Employer]*

_____ *[signature]*
(Name and title of person responsible)

in the presence of:

_____ [signature]
(Witness)

Signed and sealed for and on behalf of
_____ [insert Contractor]

Seal of [Contractor]

_____ [signature]
(Name and title of person responsible)

in the presence of:

_____ [signature]
(Witness)

SECTION 8. BID AND PERFORMANCE SECURING DECLARATION

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets, and submit it with the Bid.]*

Date: *[insert date]*

Name of Contract: *[insert name]*
Contract Identification No.: *[insert number]*
Invitation for Bid No.: *[insert number]*

To: _____ *[insert Employer's details]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, Bids must be supported by a Bid and Performance Securing Declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Employer and the Government of Belize for the period of time of two (2) years starting on the date of the Employer's execution of this Declaration or pay 2% of the contract price as a penalty, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
 - a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
 - b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, fail or refuse to execute the Contract Form, if required; or
 - d) committed a fundamental breach of contract leading to the Employer's termination of the contract for reasons of our default.
3. We understand this Bid and Performance Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a

copy of your notification that we were unsuccessful; or (ii) thirty (30) days after the expiration of our Bid; or in the event that our Bid is successful and we are awarded a contract, we understand that this Bid and Performance Securing Declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.

4. We understand that if we are a Joint Venture (JV), the Bid and Performance Securing Declaration must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorised representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorised to sign the bid for and on behalf of *[insert authorising entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*