



# **Annex I**

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# **Standard Bidding Document for Request for Quotations (Shopping)**

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# **The Procurement of Goods**

**(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 Goods 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 goods 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 Procedures Handbook (PPPH) (Volume I) and to the relevant Guidance Notes for SBDs (Annex VII a, in Volume II).*

*All goods 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.*

*This RFQ Standard Bidding Document shall be also used for the procurement of General support Services, as defined in the PPP Handbook Glossary of Terms and in Sub-Section 38.7 of the PPPH Part II, with minor appropriate modifications.*

*For goods 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 the Supply of Goods.*

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

# Table of Contents

INVITATION FOR QUOTATIONS .....	4
SECTION 1. INSTRUCTIONS TO BIDDERS .....	6
SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS..	12
SECTION 3. PRICE AND DELIVERY SCHEDULE .....	16
SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS.....	17
SECTION 5. FORM OF QUOTATION, AND STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION .....	18
SECTION 6. FORM OF CONTRACT AGREEMENT .....	20
SECTION 7. BID AND PERFORMANCE SECURING DECLARATION.....	22

# INVITATION FOR QUOTATIONS

RFQ# \_\_\_\_\_

Dated: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir / Madam,

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

Brief Description of the Goods	Specifications	Quantity	Delivery Period	Place of Delivery

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 firm or individual must:
  - a) Have completed within the last 3 years 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 updated Tax Compliance Certificates.
  - d) 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 time and date]* \_\_\_\_\_. 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. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated quotation and is substantially responsive to the Request for Quotations, provided further that the Bidder is determined to

be qualified to perform the Contract satisfactorily.

5. All quotations must be submitted in the required format described in this RFQ documentation and 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 submission and opening of quotations is: *[insert Purchaser name, full address, contact name and telephone/fax numbers; 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 Purchaser]*

## SECTION 1. INSTRUCTIONS TO BIDDERS

1. **Goods.** The *[insert name of the Purchaser]* \_\_\_\_\_, (hereinafter called the "Purchaser"), invites price quotations for the supply of *[insert Goods description]* \_\_\_\_\_ as described in the Conditions of Contract (CC). The successful Bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.
2. **Eligibility and Qualifications of the Bidder.** Only bidders that meet the following criteria will be eligible for an award of contract - the Bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets these requirements -
  - a) Have completed within the last 3 years 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) Provide up-to-date Tax Compliance Certificates.
  - d) Not be under any notice of disbarment issued by the Government of Belize.
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 any thing of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition;
    - (iii) "collusive practice" 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 practice” 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 or supplier relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the GoB, be undertaken by independent auditors appointed by them;
- (e) All Bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in, and submit it with their bid.

5. **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 THE SUPPLY OF GOODS
SECTION 3	PRICE AND DELIVERY SCHEDULE
SECTION 4	TECHNICAL SPECIFICATIONS AND DRAWINGS
SECTION 5	FORM OF QUOTATION, AND STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION
SECTION 6	FORM OF CONTRACT AGREEMENT
SECTION 7	BID AND PERFORMANCE SECURING DECLARATION

6. **Documents Comprising the Bid/Quotation.** The bid submitted by the Bidder shall comprise the following documents:

- Signed Price and Delivery Schedule;
- Signed Form of Quotation;
- Signed Statement on Ethical Conduct and Fraud and Corruption;
- Signed Bid and Performance Securing Declaration.

7. **Quotation and Evaluation Criteria.** The Bidder must give quotation prices for all the required items, and the evaluation of the Quotation shall also be on total value of the Quotation value.

The Purchaser shall award the Contract to the Bidder whose Quotation has been determined to be the lowest evaluated quotation and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

8. **Quotation Prices.** Prices should be quoted in BZD or other currency stated in the Bidding Documents for the Goods delivered at the final destination specified in the Price and Delivery Schedule, inclusive of all costs such as customs duties, sales and other taxes paid or payable if the contract is awarded, transportation, insurance, and other local charges required for conveying the goods to the final destination. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.

9. **Validity of Quotation.** The Quotation shall remain valid for the period of sixty (60) calendar days counted from the deadline for submission of quotations specified in Paragraph 12 of these Instructions. The Purchaser may request Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidder's responses shall be made in writing or by fax. A Bidder may refuse the request for extension of quotation validity in which case he may withdraw his Quotation without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Quotation.

10. **Language of the Bid/Quotation.** All documents relating to the Quotation and Contract shall be in English language.

11. **Preparation and Sealing of Quotation.** The Bidder shall prepare one original of the documents comprising the Quotation as described in Paragraph 6 of these Instructions, and clearly marked "ORIGINAL". In addition, the Bidder 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 Bidder. All the pages of the Quotation where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Quotation. The Bidder shall seal the Original and the Copy of the Quotation in two separate 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 Purchaser at the address provided in paragraph 6 of the Invitation for Quotations, and shall provide a warning "DO NOT 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 Bidder. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Quotation.

12. **Place and Deadline for Submission of Quotation.** The quotations shall be delivered to the Purchaser NO LATER than *[insert date and time]* \_\_\_\_\_ at the address given in paragraph 6 of the Invitation for Quotations. Any quotation received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.
  
13. **Bid and Performance Securing Declaration.** The Bid and Performance Securing Declaration should be in accordance with the form included in the Bidding Documents, and shall be valid for the warranty period described in paragraph 7 of the Conditions of Contract. Any Quotation not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser 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 date of the Purchaser's execution of this Declaration unless, at a Bidder's option, the Bidder pays to the Purchaser an administrative penalty of two percent (2%) of the total bid amount. The Bid Securing and Performance Declaration will be executed:
  - (a) if a Bidder withdraws its quotation during the period of quotation validity specified by the Bidder on the Quotation Form;
  - (b) if the Bidder does not accept the correction of its price quote pursuant to paragraph 17 of these Instructions;
  - (c) if the successful Bidder fails within the specified time to sign the Contract; or
  - (d) if the successful Bidder, once contracted, commits a fundamental breach of contract leading to the Purchaser's termination of the Contract for reasons of the successful Bidder's default.
  
14. **Modification and Withdrawal of Quotation.** No quotation shall be modified after the deadline for submission of quotes specified above in paragraph 12 of these Instructions. Withdrawal of a quotation between the deadline for submission and the expiration of the validity of the quotations as specified in paragraph 9 of these Instructions may result in the execution of the Bid and Performance Securing Declaration.
  
15. **Opening of Quotations.** The Purchaser will open the quotations in the presence of the Bidders' representatives and the local community who choose to attend, at the time, date, and in the place specified in paragraph 12 of these Instructions. The Bidders' names, the quote prices, the total amount of each quotation and any discounts, quotation modifications and withdrawals, the presence or absence of Bid Security or Bid and Performance Securing Declaration, and such other details as the Purchaser may consider appropriate, will be read out and recorded at the opening. The minutes shall be signed in original by all those

present at the quotation opening. Immediately upon conclusion of the bid opening proceedings, copies of the minutes shall be provided to the bidders and community representatives present at the Bid opening. In addition, a copy of the minutes shall promptly be posted at a prominent and freely accessible location outside the office of the Purchaser, and when relevant, sent to all those who obtained the Bidding Documents but were not present at the Quotation opening, and posted on the Government of Belize website.

16. **Process to be Confidential.** 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 Bidder has been announced.
17. **Evaluation and Comparison of Quotations.** The Purchaser will award the Contract to the Bidder whose quotation has been determined to be substantially responsive and compliant to the technical specifications and standards therein and who has offered the lowest evaluated quote, and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price quote by 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.

If a Bidder refuses to accept the correction, his quotation will be rejected and the Bid and Performance Securing Declaration executed.

18. **Purchaser's Right to Accept and Reject any or all Quotations.** The Purchaser reserves the right to accept or reject any quotation, and to cancel the process of competition and reject all quotations, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).
19. **Notification of Award and Signing of Contract.** The Bidder whose quotation has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the offer, by registered letter. The written notification of award will constitute the formation of the Contract.
20. **Debriefing.** After the award of contract has been announced an unsuccessful Bidder has the right to request a debriefing to ascertain why its bid was unsuccessful and the Purchaser has the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other quotations will be disclosed other than the information already read out at the quotation opening and the reasons for any and all Bids rejection.

**21. Complaints.** 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. The Head of the Procuring Entity shall not entertain a complaint unless it was submitted within five (5) days after the Supplier, Purchaser or Contractor 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 Supplier or Contractor 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.

**22. Publication of Award.** The Purchaser shall:

- (i) Notify in writing all participating Bidders of the results of the quotation evaluation promptly after the contract has been awarded; and
- (ii) Publish in a national newspaper, promptly at the end of each quarter, a notice informing the general public of the availability of contract awards summary in the office of the Purchaser.

## **SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS**

### **Article 1 General Provisions**

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents that together form the Contract, and being:
  - (i) The Form of Contract;
  - (ii) The Conditions of Contract;
  - (iii) The Special Conditions of Contract;
  - (iv) The Technical Specifications;
  - (v) The Form of Quotation, and Statement on Ethical Conduct and Fraud and Corruption;
  - (vi) The Price and Delivery Schedule;
  - (vii) The Purchaser's Notification of Award.
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of Belize. 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 Act. The ruling of the Arbitrator(s) shall be binding on both Parties.

### **Article 2 Purchaser's and Supplier's Obligations**

4. The Purchaser and the Supplier now agree as follows:
  - (a) The Contract Price is..... *[insert BZD amount in words and figures]*. This amount is for the full delivery of the goods listed in the Price and Delivery Schedule.
  - (b) The Supplier shall supply..... *[insert description of the goods]* on or before the delivery date and at the final destination (Site), as stipulated in the Price and Delivery Schedule, and conforming to the standards as stipulated in the Technical Specifications. The Supplier shall be responsible for

fully insuring the Goods against loss or damage from “warehouse to warehouse” (final destination) on “All Risk basis”.

5. The Purchaser has the right to reduce the payment to the Supplier by 0.1% of the total price of the Contract for each day of delay beyond the delivery date shown in the Price and Delivery Schedule. The reduction is up to a maximum of 10%, then after the Purchaser may terminate the Contract.
6. If situation of war or natural disaster makes completion of the Contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
7. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of 12 months [*insert required warranty period, between twelve months and three years depending on the goods being purchased*] starting from the actual delivery date of the goods. Throughout this period the Supplier agrees to make good, at its own expense, any defect that appears during that time due to quality of materials or workmanship.

### **Article 3 Payment Provisions**

8. Payments will be made according to the schedule and terms and conditions set out below:

<i>Disbursement Schedule</i>			
<b>Steps of Payment</b>	<b>Amount</b>	<b>Scheduled Date</b>	<b>Payment Conditions</b>
Payment No. 1	100% of the delivered value		Upon Receipt of Certificate of Acceptance by the Purchaser

9. Processing of payments will be as follows:  
  
100% of the value of the contract, subject to 3% deduction for Income Tax. The Purchaser will issue a receipt for the goods upon delivery in good condition (as determined by visual inspection). The Supplier shall submit its commercial invoice with the original receipt attached, signed by the Purchaser as true and correct copies. The Purchaser will effect payment within thirty (30) days of submission.
10. Payment shall be made in Belize Dollars (BZD) or other currency as stated in the Bidding Documents, in the proportion specified below. The portion of the payment in BZD shall be made using the exchange rate for

selling published by the Central Bank of Belize on the date of payment. In Belize Dollars (BZD): 100 % of contract price, from the Government of Belize.

11. If any payment is delayed for more than 1 calendar month after the due date for payment, the Purchaser will pay interest to the Supplier 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.
12. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of the Contract value.

#### **Article 4 Fraud and Corruption**

13. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution;*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoB of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*
    - (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.*

- (b) Will respectively declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the GoB if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
  - (c) Will have the right to inspect and audit the records of the Supplier relating to the bidding process or the resulting award and execution of this contract. The inspection and audit may, at the discretion of the GoB be undertaken by independent auditors appointed by them.
14. The GOB will cancel the portion of the funds allocated to a contract if it determines at any time that Bidders, Suppliers, Contractors and Consultants engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.

**Article 5 Special Conditions**

15. The \_\_\_\_\_ [*insert Good description*] must be supported by a full Warranty of \_\_\_\_\_ [*insert number*] months. During the period of warranty any defect of the product(s) will be rectified (through replacement) by the Supplier free of cost to the Purchaser.
16. The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvement.
17. 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>◆ Purchaser</i>	<i>◆ Supplier</i>
Name : -----	Name : -----
Position : -----	Position : -----
Date : -----	Date : -----

### SECTION 3. PRICE AND DELIVERY SCHEDULE

Item N°	Description of Goods	Quantity	Physical unit	Delivery Final Destination	Delivery Date	Country of Origin	Unit price per item delivered at Final Destination <sup>1</sup>	Taxes and Duties paid per unit	Total price per Item delivered at Final Destination (with all Taxes and Duties)
1		a					b	c	$d = a \times (b + c)$
2									
3									
4									
5									
<b>Total Price:</b>								<i>[Insert total price of Goods]</i>	

Total Bid Price with All Applicable Taxes and Duties:

In Words: .....

Authorised Signature of Bidder: .....

1. Currency to be used is Belize Dollars. The price per unit shall include all transportation, insurances, and any other local charges for delivery of the goods up to final destination. It shall not include relevant customs duties, sales and other taxes already paid separately or payable, that shall be inputted in a separate column.

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

## 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 Purchaser without qualifying or conditioning their quotations. 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 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.]*

Item	Specification	Statement of Compliance (*)
1	•	
2	•	

(\*) **Statement of Compliance:** Bidders must state (written) here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. If not written then, the entire quotation will be rejected by the Purchaser. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s bid and cross-referenced to that evidence.

A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the quotation under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false, either during evaluation or the execution of the contract, may be regarded as fraudulent and render the Bidder or Supplier liable for prosecution.

**SECTION 5. FORM OF QUOTATION**

Date: ..... 2012

**To:** \_\_\_\_\_ *[insert Purchaser's Name and address]*  
\_\_\_\_\_  
\_\_\_\_\_

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified therein, the following *[insert description of Goods]* \_\_\_\_\_ . The total price of our bid, including any discounts offered is:

BZD ..... *[insert amount]*

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.

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 Bidder: \_\_\_\_\_

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 Purchaser.
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, Client or Employer.

Authorised Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## SECTION 6. FORM OF CONTRACT AGREEMENT

### AGREEMENT

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ *[insert month, year]*, by and between

---

*[insert name and address of Purchaser]* (hereinafter called "the Purchaser") and

---

*[insert name and address of Supplier]* (hereinafter called "the Supplier").

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

**Now this Agreement witnesseth as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - i. The Form of Contract;
  - ii. the Conditions of Contract;
  - iii. the Special Conditions of Contract;
  - iv. the Technical Specifications;
  - v. the Form of Bid, and Statement on Ethical Conduct and Fraud and Corruption submitted by the Supplier;
  - vi. the Price and Delivery Schedule;
  - vii. the Purchaser's Notification of Award.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract, 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 1<sup>st</sup>, 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 Procuring Entity]*

Seal of *[Procuring Entity]*

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

in the presence of:

\_\_\_\_\_ *[signature]*  
(Witness)

Signed and sealed for and on behalf of  
\_\_\_\_\_ *[insert Supplier]*

Seal of *[Supplier]*

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

in the presence of:

\_\_\_\_\_ *[signature]*  
(Witness)

## SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets and submit it with the quotation.]

Date: ..... [insert date]

Name of Contract: [insert name]

Contract Identification No.: [insert number]

Invitation for Bid No.: [insert number]

To: \_\_\_\_\_ [insert Purchaser'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 Purchaser and the Government of Belize for the period of time of two years starting on the date of the Purchaser'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 Purchaser 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 Purchaser'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]*