

Annex VII

Guidance Notes for Standard Bidding Documents

Contents:

ANNEX VII a	Guidance Note for the use of Standard Bidding Documents for Request for Quotations (Shopping)	2
ANNEX VII b	Guidance Note for the use of Standard Bidding Documents for Goods	10
ANNEX VII c	Guidance Note for the Use of Standard Bidding Documents for Works	21
ANNEX VII d	Guidance Note for the use of Standard Bidding Documents for Consulting Services (Firms)	34

ANNEX VII a

Guidance Note for the Use of Standard Bidding Documents for Request for Quotations (Shopping)

A. PURPOSE OF THE GUIDANCE NOTE

The purpose of the Guidance Note is to provide additional assistance to the Procuring Entity on the preparation of standard Shopping documents reflecting the key procurement principles and practices embodied in the Public Procurement Procedures Handbook. Therefore, the Guidance Note supplements the numerous Instructions and examples found throughout the standard RFQ by specifically noting key points in each or main sections of the document.

This guidance note is intended to be used with the Request for Quotations (RFQ) standard bidding documents for the procurement of Goods, general Services or civil minor Works under the limited/selective Tendering procedure (Shopping); bidding documents issued by the Ministry of Finance and Economic Development in *[insert month and year]*.

Two separate versions of the Request for Quotations (RFQ) Standard Bidding Document are provided for Goods and Minor Works. The format of the two versions is similar and therefore only this single Guidance Note is issued. The Standard RFQ for the procurement of Goods shall be also used for the procurement of General support Services, as defined in the Public Procurement Procedures (PPP) Handbook Glossary of Terms and in Sub-Section 38.7 of the PPP Part II, with minor relevant modifications.

It should be noted that the preparation of the Bidding documents may be subject to approval under the applicable rules and procedures, in accordance with the Financial Orders (1965).

B. PURPOSE OF STANDARD SHOPPING DOCUMENTS

The purpose of the standard shopping documents includes:

- (a) To provide Bidders with the description of the goods, general services or civil minor works being procured so as to enable them to submit responsive and competitive quotations;
- (b) To solicit Bids/Quotations;
- (c) To inform Bidders of the rules applicable to the Request for quotations process, including the requirements applicable to the submission of quotations, any applicable qualification and eligibility requirements, and the criteria to be used in evaluating and ranking quotations for the purposes of determining the winner;

- (d) To inform Bidders of the applicable contract conditions.

It should be noted that the preparation of the Bidding documents may be subject to approval under the applicable rules and procedures, in accordance with the Financial Orders (1965).

C. GENERAL COMMENTS ON THE USE OF SHOPPING DOCUMENTS

Request for Quotations/Shopping procedures should normally only be used when:

- (i) the total estimated value of the procurement is between BZD 1,000 - 20,000;
- (ii) requirements are simple to define;
- (iii) the responsiveness of bids/quotations can be assessed on a simple pass/fail basis;
- (iv) award of contract will be made to the bidder offering the lowest priced responsive quotation.

The RFQ bidding document is a standard document and should not be modified. Procuring Entities should only fill in the information specific to a particular procurement in the blank spaces indicated in the document, following instructions given in italic text into brackets []. Each RFQ contains a page of additional guidelines to assist in the preparation of the document; this page – as well as other introductory notes in specific document sections - should be deleted before the RFQ is issued.

The Request for Quotations should be issued either by hand, fax or by registered letter to a minimum of three potential registered suppliers or contractors to ensure adequate competition. It is recommended that the RFQ is issued to no more than six suppliers or contractors to ensure supplier/contractor participation.

It is strongly recommended that a general practice is followed of requiring sealed quotations to be submitted by a specified closing date to ensure transparency in the selection of a supplier or contractor

It is essential to specify the physical location that the goods are to be delivered to, the site where the works are to be carried out, or the location where the services will be performed. (Do not specify a PO Box number).

Unless there is strong justification for making payments in foreign currencies, quotations and payments should be in Belize dollars only.

It is important to specify in the RFQ the documentation required for the supplier or contractor to receive payment. Detail all required documents in the appropriate part of the bidding documents.

Ensure that technical specifications, schedules of rates or prices contain no brand or trade names, or any features or descriptions within the specifications that limit technical compliance to proprietary equipment or to only one supplier or manufacturer.

For works and services, it is essential to accurately define the works or services to be performed and the standards of performance required. Technical specifications, drawings, detailed requirements or other explanatory information should always be attached to the RFQ to ensure that the requirements are fully understood.

D. INVITATION FOR QUOTATIONS

The Invitation for Quotations (IFQ) document as set forth in the bidding document package is the invitation document used by the Procuring Entity to solicit price quotations for the goods, works or services being procured. Highlighted below are its key aspects and purposes, and steps that the Procuring Entity may need to take in soliciting quotations in actual proceedings.

On the upper right-hand corner of the document, the Procuring Entity should fill in the date of the Invitation, which, in the case of publication, should be the same date as the date of publication.

Each IFQ should be assigned a unique identification number, which should correspond to the identification number of the procurement proceeding to which the IFQ corresponds. That number should also be filled in.

Para. (0)

This is the section of the RFQ form where the Procuring Entity should provide the necessary information about what is being procured, information about what it is the procuring entity seeks to acquire, and the quantity, delivery period, and place of delivery for a Goods RFQ; or the description and the site location of the general services for a Services RFQ.

For a Works RFQ, the description and the site location of the required works (when the procurement is divided into lots, each lot should be numbered separately) in subpara. (a); and in In subpara. (b), the required period for the completion of the works.

The information here should be formulated on the basis of the requisition information provided by the end-user procuring entity/department.

Para. (1)

The purpose of para. (2) is to affirm that the funds needed to pay for the procurement have been allocated.

Para. (2)

Para. (2) mentions the basic eligibility requirements applicable as prerequisites for award of a procurement contract, and the basic documentation to that effect to be provided by participating bidders.

Para. (3)

Here the Procuring Entity should fill in the deadline date and time for the submission of quotations.

Para. (6)

Here the Procuring Entity should fill in the name of the official and the address for submission and opening of quotations.

The Procuring Entity should insure that the RFQ is signed and dated by the issuing officer.

E. INSTRUCTION TO BIDDERS

The Instructions to Bidders (ITB) are standard, which means that the ITB document does not change from one proceeding to the next; the ITB for Goods always remains the same for all procurement of goods, and the ITB for Works remains the same for all procurement of Works. Certain details in the ITBs need to be filled in with information specific to each procurement proceeding that refer to the RFQ (description of goods, services or works; deadline for quotations submission).

Clause (1)

Refers to the identification of the Procuring Entity and to the description of the Goods, Work or Services to be procured.

Clause (2) (Qualification of Bidders)

This provision informs Bidders that they must meet the qualification requirements specified by the Procuring Entity and must provide the relevant documentation accordingly.

Clause (3) (Fraud and Corruption)

This provision informs Bidders of the highest ethical standards expected from all Parties during the procurement and execution of Contracts, gives definitions and examples of unethical practices, and states the consequences on suppliers or contractors' eligibility or award of contract in case of unethical behaviour or business practice. Procuring Entities should note that Bidders are expected to submit a signed Statement on Ethical Conduct and Fraud and Corruption with their quotations, which is a requirement for responsiveness of submitted quotes.

Clause (5) (Quotation components)

Clause (5) sets forth a list of the component elements of the bid/quotation to be submitted by bidders.

Clause (6) (Evaluation of Quotations)

This provision makes it clear that the evaluation of bids/quotations is based on the notion that offers that are determined to be substantially responsive to the requirements in the bidding documents and with the lowest price quotes may be evaluated and compared for the purposes of determining the winner.

Clause (7) Works – (8) Goods (Validity of Quotations)

Inform Bidders of the minimum period of validity of their quotations. The length of the validity period helps ensure that a sufficient minimum time is allowed for quotations evaluation, approval of contract award and the issue of a Purchase Order. Procuring Entities should note that they may request Bidders to extend this period of validity for a specified additional period when circumstances require such a decision.

Clause (11) (Quotation submission)

Refers to the deadline (time and date) and place for the submission of bids/quotations to be filled in by the Procuring Entity, which should be the same specified in the Invitation for Quotations (IFQ) and ITB (Instructions to Bidders).

Clause (12) (Bid and Performance Securing Declaration)

The Bid and Performance Securing Declaration provides a technique for ensuring the seriousness of the Bidders' commitment to the rules of the bidding procedure, without imposing the requirement of a bid security for relatively low value contracts, which could be to many bidders (especially small local companies) an insurmountable obstacle to participation in procurement proceedings. When this technique is used, instead of requiring bidders to provide bid securities (e.g., bank guarantees or cash deposits), bidders are instead required to sign a bid securing declaration. According to the declaration, a bidder that withdraws or modifies his bid/quotation during the bid/quotation validity period, or refuses to sign a procurement contract in accordance with the bidding documents while the bid/quotation is still valid, agrees to be automatically debarred for a period of time specified in the declaration. A template for use of the Bid and Performance Securing Declaration is found in Section 7 (Goods) and Section 8 (Works) of the SBDs; this form should be included in the bidding documents provided to Bidders.

Clause (14) (Opening of Quotations)

It is provided that quotations should be opened at the time of the expiry of the deadline for the submission of quotations, at the same place as the submission of quotations, namely, the offices of the Procuring Entity. In line with best practice, the bid/quotation opening should coincide with the deadline for submission of bids/quotations (if not immediately, at the most an hour or so later if necessary for logistical reasons).

Clause (16) (Evaluation of Quotations)

Provides highlights of the evaluation process, including rules for correction of arithmetical errors or discrepancies that if applicable Bidders must accept to have their quotations accepted.

Clause (18) (Award of contract)

Requires the winning bidder to sign a procurement contract in accordance with the bidding documents.

Clause (20) (Complaints)

This provision informs Bidders of complaint handling mechanisms, rules concerning the process of addressing a complaint, time limits for the various steps in the review process and the response. There is no prescribed format for forming a complaint, formal briefs and other technical forms are not required; however, complaints must be made in writing. The complaints process is intended to be straightforward and in line with best practices, with indicative time periods for addressing, reviewing and answering complaints during the procurement process.

F. CONDITIONS OF CONTRACT

For Goods RFQs

Clause (1) (Contract formation)

Clause (1) sets forth a list of the component documents that constitute the whole contract. The Conditions of Contract have been formulated so as to accommodate the use of a unit price contract or the lump sum price scenario. In the case of a unit price contract, the priced “Activity and Delivery Schedule” will be replaced by a priced “Bill of Quantities”.

Clause (8) (Payment)

Aspects of the payment process should be specified in the Disbursement Schedule (defining schedule and basic principles of the basis of payment) in accordance with the dispositions of Para. (9). Because of relatively low value and the nature of Goods contracts, the use of advance payment should not be authorised in Goods RFQs.

Clause (14) (Warranty)

The Procuring Entity shall state the warranty period required (if any) in paragraph (14). The standard minimum warranty under generally accepted best practice is 12 months after final acceptance of the Goods.

For Works RFQs

Clause (2) (Contract formation)

Sets forth a list of the component documents that constitute the whole contract. The Conditions of Contract have been formulated so as to accommodate the use of a unit price contract or the

lump sum price scenario. In the case of a lump sum contract, the priced “Bill of Quantities” will be replaced by a priced “Activity and Delivery Schedule”.

Clause (5) (Dispute settlement)

Disposition calls on the choice between dispute settlement by way of adjudication or by way of arbitration under the Arbitration Act, Revised Edition of 2000.

Clause (22) (Payment)

A number of modifications need to be made in case of a lump sum contract. General aspects of the payment should be specified in this disposition. Other aspects of the payment process (e.g., defining schedule and basic principles of the basis of payment, depending upon whether the lump sum or the unit price approach is chosen, the applicability and amount of an advance payment, authorisation of work and payment on a Daywork basis, and use of Provisional Sums) should be specified in the Special Conditions (Article 6)

Clause 5 (Labour clause)

Shall be included in all relevant public contracts in accordance with Part XII of the Labour Act, Chapter 297 of the Laws of Belize Revised Edition 2000.

Clause 6 (Special Conditions)

The Procuring Entity should fill in various aspects of the general conditions that are specific to the particular procurement proceeding at hand. Thus, the content of the Special Conditions is variable from one procurement proceeding to the next.

G. PRICE AND DELIVERY SCHEDULE/BILL OF QUANTITIES

This Section is the format for Bidders to quote their prices for the goods, works or services in a standard format.

H. TECHNICAL SPECIFICATIONS/DRAWINGS

This Section contains the technical data to be included by the Procuring Entity and is where Bidders are required to confirm their compliance with each of the requirements. 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, works or services to be procured. Data should include any explanatory information as appropriate to enable Bidders to accurately price their quotation. Statement of compliance has to be supported by the corresponding evidence.

I. FORM OF QUOTATION

This is the form to be used by each Bidder to provide the quotation. It is to be completed and signed, and submitted to the Procuring Entity all the required supporting documents in accordance with the Instructions to Bidders.

J. FORM OF CONTRACT AGREEMENT

This is the model contract form the successful Bidder will sign following receipt of the letter of acceptance from the Procuring Entity. The purpose of a written contract is to be a reference document that records the terms and conditions of an agreement to prevent misunderstanding and conflict as to those terms at a later date, and creates a legal, binding and enforceable obligation. The agreement form must be signed by both Parties, the Procuring Entity and the winning Bidder, to be legally binding. The Procuring Entity should assign a unique contract number to each contract and maintain a log of all contract awards made. This agreement form must be accompanied by supplemental documents - listed in the agreement and in accordance with the ITB and Conditions of Contract - that as a whole form the contract.

K. BID & PERFORMANCE SECURING DECLARATION

As noted in the comment under ITB, para. (12), in view of the relatively lower value and complexity of the contracts being let when using the shopping bidding procedure, the option of requiring bidders to sign a Bid and Performance Securing Declaration – instead of a Bid Security - is provided to Procuring Entities. The model form for that purpose is included in this Section that each Bidder shall complete and sign, and submit together with their quotation.

F. EVALUATION REPORT

Evaluation procedures described in the Instructions to Bidders (ITB) of the bidding documents used for the RFQ should be followed to evaluate and rank each quotation. The standard evaluation format and guidelines for the procurement Goods, Works and Services under the shopping procedure are contained in Annexes VIII (d) Standard Bid Evaluation Format for Procurement under the Shopping (RFQ) procedure of the Public Procurement Procedures Handbook, which provides a step-by-step procedure for the evaluation of quotations. This document is not a part of the RFQ package to be provided to Bidders when soliciting quotations, although the evaluation report should ultimately be part of the record of the procurement proceedings.

ANNEX VII b

Guidance Note for the Use of Standard Bidding Documents for Goods

A. PURPOSE OF THE GUIDANCE NOTE

The purpose of the Guidance Note is to provide additional assistance to the Procuring Entity on the preparation of Standard Bidding Documents reflecting the key procurement principles and practices embodied in the Public Procurement Procedures Handbook. Therefore, the Guidance Note supplements the numerous Instructions and examples found throughout the SBD by specifically noting key points in each or main sections of the document.

This Guidance Note is intended to be used with the Standard Bidding Document (SBD) for the Procurement of Goods under the Open Tendering method, when financed by public funds; Standard Bidding Document issued by the Government of Belize, Ministry of Finance and Economic Development.

B. HOW STANDARD BIDDING DOCUMENTS (SBDs) WORK

It is important to understand from the outset how the information provided in the bidding documents is arranged when the Standard Bidding Document is being used. As described below, some parts of the SBD documentation are intended to be used unchanged, while certain other parts of the SBD contain slots where information particular to each procurement shall be included.

- (a) The Instructions to Bidders (ITB) are standard, which means that the ITB document does not change from one proceeding to the next; the ITB always remains the same. Certain specific aspects of the ITB that do need to be filled in with information specific to each procurement proceeding are entered in a form referred to as the Bid Data Sheet (BDS).
- (b) Along the same lines, the General Conditions of Contract (GCC) contain basic contract conditions that remain the same from one procurement transaction to the next, while specific aspects that potentially do change from one case to the next are stipulated in the Special Conditions of Contract (SCC).
- (c) Detailed information and wording specific to each procurement and contract should also be included in Section V. Technical Specifications, Section VI. Schedule of Requirements. The standard forms to be used are provided in Section VII. Bidding Forms and in Section VIII. Contract Forms.

Each SBD contains a page of additional guidelines to assist in the preparation of the document. This page - as well as other introductory notes in specific document sections - should be deleted before the SBD is issued.

Notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the bidding document, although they contain instructions that the Procuring Entity should strictly follow. The final document should contain no footnotes except where these are for the guidance of the Bidder or Supplier.

C. PURPOSE OF STANDARD BIDDING DOCUMENTS

The purpose of the Bidding documents includes:

- (e) To provide bidders with the description of the goods being procured so as to enable them to submit responsive and competitive offers;
- (f) To solicit bids;
- (g) To inform bidders of the rules applicable to the bidding process, including the requirements applicable to the submission of bids, any applicable qualification and eligibility requirements, and the criteria to be used in evaluating and ranking bids for the purposes of determining the winner;
- (h) To inform bidders of the applicable contract conditions.

It should be noted that the preparation of the Bidding documents may be subject to approval under the applicable rules and procedures, in accordance with the Financial Orders (1965).

D. INVITATION FOR BIDS

The Invitation for Bids (IFB) document as set forth in the Standard Bidding Document for the procurement of goods package is the invitation document used by the Procuring Entity to solicit bids for the goods being procured. Highlighted below are its key aspects and purposes, and considerations that the Procuring Entity may need to take into account in filling in the IFB form in actual proceedings.

Each IFB should be assigned a unique identification number, which should correspond to the identification number of the procurement proceeding to which the IFB corresponds. That number should also be filled in.

The Invitation for Bids provides information to enable potential bidders to decide whether to participate in the tender. Apart from the essential items listed in the SBD, the Invitation for Bids should also indicate any important qualification requirements and must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet. A copy of the Invitation for Bids should be included in the bidding documents.

Para. (1)

The name of the Procuring Entity should be inserted here, along with a brief description of the goods.

Para. (4)

The address should be filled in here, to obtain further information and inspect the Bidding Documents.

Para. (6)

Here the fee being charged for the bidding documents – if any – should be indicated. It shall be noted that the fee is non-refundable.

Para. (7)

The contact person and address in the event interested bidders have difficulty purchasing the bidding should be inserted here.

Para. (8)

The date, time and place for submission of bids should be filled in here. In setting the deadline, the Procuring Entity should ensure that bidders are provided sufficient time for the preparation and submission of bids.

Para. (11)

The contact person, address and fax number of the Procuring Entity where (i) collection of the bidding document; (ii) submission of bid documents and (iii) opening of bids, should be inserted here.

E. INSTRUCTIONS TO BIDDERS (SECTION I)

As noted in Section B of this Note, the Instructions to Bidders (ITB) are a standard bidding document, in that the ITB document does not change from one procurement proceeding to the next. This document gives the information necessary for bidders to prepare bids that are responsive to the requirements of the Procuring Entity, and will not form part of any eventual contract.

It is important that all persons involved in the preparation of bidding documents are fully aware of the provisions and wording of the Instructions to Bidders so that additional information required in the Bid Data Sheet can be completed quickly for each procurement, as details with respect to certain issues addressed in the ITB are specified in the BDS.

Clause (1) (Scope of Bid)

Sub-clause 1.1 refers to the identification of the Procuring Entity in the BDS, and to the description of the goods being procured as set forth in the BDS and specified in Section VI, Schedule of Requirements.

Clause (2) (Source of Funds)

The purpose of this para. is to affirm that the funds needed to pay for the procurement have been allocated.

Clause (3) (Fraud and Corruption)

Sub-clause (3.1) The Government of Belize requires that Procuring Entities, as well as bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of contracts.

Sub-clause (3.4) All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption which can be found in Section VII Bidding Forms of the SBD.

Clause (4) (Eligible Bidders)

Sub-clause (4.1) To be eligible for public procurement, a bidder, and all parties constituting the bidder, must not have been declared ineligible to participate in a Government contract by the Government of Belize. Bidders shall provide the required information in the Bid Submission Form included in Section VII. Bidding Forms of the SBD.

Sub-clause A bidder, and all parties constituting the bidder, that are under a declaration of ineligibility for corrupt and fraudulent practices as described in ITB Sub-Clause 3.1.

Clause (8) (Clarification of Bidding Documents)

The Procuring Entity is responsible for responding to requests for clarification of the bidding documents, in time for bidders to take the clarification into account in preparing and submitting their bids. That includes having to circulate the response to all participating bidders (to whom the Procuring Entity provided the bidding documents for the proceedings).

Clause (13) (Bid Prices)

Prices for lots and items shall be quoted by bidders as specified in the Price Schedules included in Section VII. Bidding Forms of the SBD. Prices shall be entered separately for goods and related services.

Clause (18) (Bid Validity)

The Procuring Entity should fill in the duration of the required bid validity period in the BDS.

Clause 19 (Bid Security and Declaration)

Sub-clause (16.1) At the option of the Procuring Entity, the bidder shall furnish as part of its Bid, either:

- (a) a Bid-Securing Declaration in original form as specified in the BDS; or
- (b) a Bid Security in the amount described in the BDS.

Sub-clause (16.2) The Bid Security when required shall, at the bidder's option, be in the form of a Bank certified check or Bank Guarantee issued by a reputable Bank located in Belize.

Sub-clause (16.3) The Bid-Securing Declaration when required should be in accordance with the form of Bid-Securing Declaration included in the bidding documents.

Clause (21) (Deadline for Submission of Bids)

Sub-clause (21.1) Bids shall be delivered to the Procuring Entity at the specified address, and no later than the date and time, indicated in the BDS.

Clause (22) (Modifications and Withdrawal of Bids)

This provision explains the consequences of a withdrawal or modification of a bid by the bidder during the bid validity period (see clause (18), which contains a reference to the bid validity period specified in the BDS.)

Clause (23) (Opening of Bids)

In the BDS slot corresponding to ITB sub-clause (23.1), the Procuring Entity should indicate the time, date and place of the bid opening.

Sub-clause (23.5) The Procuring Entity will prepare Minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB Sub-clause 23.3 announced by the Procuring Entity at the Opening. The Minutes shall be signed in original by all those present at the bid opening. Immediately upon conclusion of the Bid Opening proceedings, copies of the Minutes shall be provided to the Bidders and community representatives present at the Bid Opening.

Clause (24) (Confidentiality)

This provision affirms the principle of confidentiality in the bid evaluation process, including the rule that bidders should not try to exert influence on the bid evaluation and award (para. (24.1). In fact, Para. (24.2) authorises rejection of a bid in such cases.

Clause (25) (Clarification of Bids)

The bid clarification procedure is referred to in sub-clause (23.1) and draws the important distinction that the Procuring Entity may, in writing only, request a bidder to clarify its bid. That clarification process should not involve negotiation or changing of the price or substance of the bid.

Clause (26) (Preliminary Examination of Bids)

The provision affirms a basic principle governing the evaluation of bids, i.e., that bids that are “substantially responsive” to the requirements in the bidding documents may be considered for award.

There are several key steps to be taken by the Procuring Entity here, including:

- (a) in the preliminary examination of bids (before the detailed evaluation of bids), the Procuring Entity identifies the bids that are substantially responsive;
- (b) bids that may contain some “minor deviations” may be deemed “substantially responsive” (i.e., no “material deviations”);
- (c) sub-clause (26.4) sets forth a definition of the term “material deviation”.

Clause (27.1) (Correction of Arithmetical Errors)

Bids determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors.

Clause (28) (Evaluation of Responsive Bids)

This provision affirms, in sub-clause (28.1), that only bids deemed to be substantially responsive to the requirements in the bidding documents may be evaluated in detail and considered for award. In case of correction (see clause 27). It should be noted that, while the Procuring Entity does not make such corrections in consultation with the concerned bidder, it must notify the concerned bidder as he/she must be given the opportunity to accept the correction (or reject it, under possible pain of forfeiture of the bid security).

Clause (29) (Post-Qualification)

Sub-clause (29.1) After completing the evaluation of responsive bids, the Procuring Entity shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the contract satisfactorily.

Clause (30) (Procuring Entity’s Right to Accept or Reject Bids)

The purpose of sub-clause (30.1) is to inform bidders that the Procuring Entity retains the right to reject any and all bids, and also to cancel the procurement proceedings. It is important for the procuring entity to bear in mind the distinction between rejection of all bids and cancellation of the procurement proceedings. In the case of rejection of all bids, the pattern is that no responsive bids were submitted, including the possibility that there was no bid priced within the available budget. By contrast, cancellation of the procurement proceedings is done on public interest grounds not based on the responsiveness of bids or other grounds of that nature, but rather on extraneous circumstances such as the loss of the necessary budget allocation or a change in the programmatic or operational needs of the public purchaser.

It should be noted that the Procuring Entity must respond to a request from a bidder as to the grounds for the rejection of all bids or the cancellation of the procurement proceeding.

Clause (31) (Award Criteria)

Sub-clause (31.1) Subject to ITB Clause 29, the Procuring Entity shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and has offered the lowest evaluated bid.

Clause (33) (Notification of Award)

The Procuring Entity has certain obligatory steps to take regarding notification of the award decision and formation of the contract with the winning bidder. Those steps, which are outlined in sub-clause (33.1), involve notification to the successful bidder, contract signature procedures (and performance security submission), as well as notification to the unsuccessful bidders.

Clause (34) (Performance Security)

Sub-clause (34.1) refers to specifying in the BDS the amount of the performance security, if one is required by the bidding documents.

F. BID DATA SHEET (SECTION II)

The Bid Data Sheet provides detailed information and modifications specifically related to the individual Clauses of the Instructions to Bidders in Section I. The Procuring Entity must specify in the Bid Data Sheet all required information regarding the Purchaser, the processing of the procurement, the applicable rules for the bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following should be recorded in the BDS:

- (a) required information that specifies and complements the provisions of Section I;
- (b) amendments and/or supplements to any provisions of Section I as are necessary for the specific procurement.

Each paragraph of the Invitation for Bids should be checked to ensure that the required data is entered in the Bid Data Sheet, and that the text is appropriate for the specific procurement.

Where the text of the ITB needs to be expanded, modified or even deleted, this can only be done through the BDS. The wording of the Clauses in the ITB indicates some of the data and additional information required in the BDS. Where additional detail to supplement or modify the clauses of the ITB is required, this should be added to the BDS. If any clause or sub-clause in the ITB is not required, this may be removed by entry of the ITB clause or sub-clause number and the words *“Not Applicable”* in the BDS.

Any text in square brackets [] in this Guidance Note, or in the SBD, indicates an instruction to enter the appropriate information.

ITB Clause 1.1 Insert in the Bid Data Sheet the procurement number and the name of contract and identification of goods on separate lines.

ITB Clause 2.1 Insert the address and contact details of the Procuring Entity/Purchaser.

ITB Clause 8.1 If the deadline for clarifications to be requested by a bidder is to be increased or decreased from the deadline for submission of bids, this modification should be entered as “*ITB Clause 8.1: Clarifications of the Bidding Documents may be requested by a bidder up to _____ days before the deadline for submission of bids.*”

ITB Clause 18.1 Insert the period of bid validity required ensuring that a sufficient period is allowed to complete the evaluation and approvals process.

ITB Clause 20.4 (b) Insert the full address of the Procuring Entity/Purchaser for the submission of bids.

ITB Clause 21.1 Insert the time and date of the deadline for submission of bids.

G. GENERAL CONDITIONS OF CONTRACT (SECTION III)

The General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) in Section IV and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties to the contract. The GCC must not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC.

It is important that all persons involved in the preparation of bidding documents are fully aware of the provisions and wording of the General Conditions of Contract so that any necessary modifications to the clauses and the entry of the additional information required in the SCC can be completed quickly for each procurement.

H. SPECIAL CONDITIONS OF CONTRACT (SECTION IV)

Similar to the Bid Data Sheet, the clauses in this Section IV are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract. The provisions of the SCC complement the GCC, specifying contractual requirements linked to the special circumstances of the Purchaser and the Goods purchased. In

- (a) information that complements provisions of Section III must be incorporated;
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific purchase, must also be incorporated.

GCC Clause 1.1 (g) Insert the full name of the Purchaser in the SCC:

GCC Clause 1.1 (i) The name of the Supplier can only be inserted during finalisation of the Contract for the winning bidder and should be left blank during initial preparation of the Bidding Documents.

GCC Clause 1.1 (l) If goods are to be delivered to a specific location, insert the location in the SCC.

GCC Clause 13.1 Insert here any other payment method and conditions of payment under the contract. In most cases this information is not finalised until final agreement of the payment schedule with the successful bidder prior to contract signature.

GCC Clause 15.1 Specify the amount of performance security required expressed as a percentage of the Contract Price.

GCC Clause 21.2 Specify here any additional packing, marking and documentation within and outside the packages, as required for the shipment.

GCC Clause 24.3 Specify here any detailed requirements for the warranty period and penalties for failure of the Supplier to meet his warranty obligations.

I. TECHNICAL SPECIFICATIONS (SECTION V)

Precise specifications are essential for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. Specifications must be drafted to permit the widest possible competition and, at the same time, provide a clear statement of the required standards of workmanship, materials, and performance of the goods and related services to be procured. This is essential for the objectives of economy, efficiency, and fairness in procurement to be realised; the responsiveness of bids to be ensured; and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless otherwise specified in the contract.

Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be possible to standardise the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda could then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognised international standards should be used wherever possible. If other standards are specified, whether national standards of Belize or other recognised standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and ensure at least a substantially equal quality to the specified standards, will also be acceptable.

Reference to brand names and catalogue numbers should be avoided as far as possible. Where these are unavoidable, they should always be followed by the words “or at least equivalent.”

J. SCHEDULE OF REQUIREMENTS (SECTION VI)

The Schedule of Requirements must be included in the bidding documents by the Purchaser, and include as a minimum, a description of the goods and services to be supplied and the delivery schedule. The purpose of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price and Completion Schedule, for which a form is provided in Section VII. In addition, the Schedule of Requirements, together with the Price Schedule, will serve as a basis for any quantity variations at the time of award of contract.

The date or period for delivery must be carefully specified, taking into account that the date or period prescribed for delivery will only commence when the Supplier’s delivery obligations are specified to start – e.g. on the date of contract award, or the date of contract signature.

In the preparation of the Schedule, fill in the Item Number, Description, and Quantity for each individual item, and complete for individual items, groups of items, or the total shipment in weeks or months.

K. BIDDING FORMS (SECTION VII)

The Bidder is required to complete and submit with its bid: the Bid information Form, Bid Submission Form, Statement on Ethical Conduct and Fraud and Corruption, Price and Completion Schedules, Manufacturer’s Authorisation and the Bid-Securing Declaration, pursuant to ITB Clause 11 and in accordance with the requirements included in the bidding documents.

Under the Bid-Securing Declaration, bidders may be suspended from being eligible for bidding in any contract with the Employer for the period of time of three (3) years starting from the expiry of the Bid validity, or pay to the Employer two percent (2%) of the total Bid amount as penalty, if they are in breach of their obligation(s) under the Bid conditions.

The Manufacturer’s Authorisation form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 14.2 (b) and submitted by the Bidder with his bid.

L. CONTRACT FORMS (SECTION VIII)

The **Contract Agreement**, when it is finalised at the time of contract award, will incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 13.7 and Clause 27, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 28.5 (c)), or quantity variations. The Price Schedule and Schedule of Requirements, which form part of the contract, will be modified accordingly.

The Contract Form will need to be completed by the Purchaser before signature by both parties to the contract. Following completion of the bidding and contract award processes, complete the Contract Form and the Special Conditions of Contract to reflect all agreements between the Supplier and the Purchaser. Then assemble all required documents which form part of the Agreement as listed in the Contract Form, and prepare required sets of all documents for signature by both parties to the contract.

The **Performance Security Form** should not be completed by the bidders at the time of their bid preparation, as only the successful Bidder will be required to provide the performance security. The bidding documents should include the form for the performance guarantee to be furnished by the winning bidder.

M. BIDS EVALUATION REPORT

Evaluation procedures described in the Instructions to Bidders (ITB) of the bidding documents should be followed to evaluate and rank each bid. The standard evaluation format and guidelines for the procurement of Goods are contained in the Annex VIII (a) Standard Bid Evaluation Format for Procurement of Goods, Volume II of the Public Procurement Procedures Handbook. The standard report provides a step-by-step process for the evaluation of bids. This document is not a part of the SBD package to be provided to Bidders when soliciting tenders, although the evaluation report should ultimately be part of the record of the procurement proceedings.

ANNEX VII c

Guidance Note for the Use of Standard Bidding Documents for Works

A. PURPOSE OF THE GUIDANCE NOTE

The purpose of the Guidance Note is to provide additional assistance to the Procuring Entity on the preparation of Standard Bidding Documents reflecting the key procurement principles and practices embodied in the Public Procurement Procedures Handbook. Therefore, the Guidance Note supplements the numerous Instructions and examples found throughout the SBD by specifically noting key points in each or main sections of the document.

This Guidance Note is intended to be used with the Standard Bidding Documents (SBD) for the Procurement of Works (Small and Large contracts) under the Open Tendering method, when financed by public funds; Standard Bidding Documents issued by the Government of Belize, Ministry of Finance and Economic Development.

Although two separate versions of Standard Bidding Documents are provided for respectively Small Works and Large Works, the format of the two versions is similar and therefore only this single Guidance Note is issued.

B. HOW STANDARD BIDDING DOCUMENTS (SBDs) WORK

It is important to understand from the outset how the information provided in the bidding documents is arranged when Standard Bidding Documents are being used. As described below, some parts of the SBD documentation are intended to be used unchanged, while certain other parts of the SBDs contain slots where information particular to each procurement shall be included.

- (d) The Instructions to Bidders (ITB) are standard, which means that the ITB document does not change from one proceeding to the next; the ITB always remains the same. Certain specific aspects of the ITB that do need to be filled in with information specific to each procurement proceeding are entered in a form referred to as the Bid Data Sheet (BDS).
- (e) Along the same lines, the General Conditions of Contract (GCC) contain basic contract conditions that remain the same from one procurement transaction to the next, while specific aspects that potentially do change from one case to the next are stipulated in the Special Conditions of Contract (SCC).

The Standard Bidding Documents for the Procurement of Civil Works (Small and Large contracts) are meant to be usable for contracting on a unit price basis as well as on a lump sum basis. Ultimately, the choice between the lump sum and the unit price approach is dictated by the nature of the works being procured, as described below:

- (a) The **unit price approach** is generally indicated when the quantities of work and materials required to execute the works cannot be estimated in advance, and possible design variations that may be needed cannot be predicted with sufficient precision to bid on the basis of a lump sum price; or whether there is sufficient uncertainty such that a unit price approach provides a more realistic basis for pricing bids. Examples of works for which the lump sum option is likely to be appropriate include building construction where site conditions are well known, pipe-laying, power transmission towers, and recurrent construction of small structures (e.g., bus shelters).
- (b) In **lump sum contracts**, the concept of priced “activity schedule” has been included, to enable payments to be made as “activities” or stages of the works are completed. It is also possible that payments would be made on the basis of percentage completion of each activity.

Each SBD contains a page of additional guidelines to assist in the preparation of the document. This page - as well as other introductory notes in specific document sections - should be deleted before the SBD is issued.

C. PURPOSE OF STANDARD BIDDING DOCUMENTS

The purpose of the Bidding documents includes:

- (i) To provide bidders with the description of the works being procured so as to enable them to submit responsive and competitive bids;
- (j) To solicit bids;
- (k) To inform bidders of the rules applicable to the bidding process, including the requirements applicable to the submission of bids, any applicable qualification and eligibility requirements, and the criteria to be used in evaluating and ranking bids for the purposes of determining the winner;
- (l) To inform bidders of the applicable contract conditions.

It should be noted that the preparation of the Bidding documents may be subject to approval under the applicable rules and procedures, in accordance with the Financial Orders (1965).

D. INVITATION FOR BIDS

The Invitation for Bids (IFB) document as set forth in the Standard Bidding Document for the procurement of Works (small or large) package is the invitation document used by the Procuring Entity to solicit bids for the works being procured. Highlighted below are its key aspects and

purposes, and considerations that the Procuring Entity may need to take into account in filling in the IFB form in actual proceedings.

Each IFB should be assigned a unique identification number, which should correspond to the identification number of the procurement proceeding to which the IFB corresponds. That number should also be filled in.

Para. (1)

The name of the Procuring Entity should be inserted here, along with a brief description of the works and their location.

Para. (4)

The address should be filled in here, to obtain further information and inspect the Bidding Documents.

Para. (6)

Here the fee being charged for the bidding documents – if any – should be indicated. It shall be noted that the fee is non-refundable.

Para. (7)

The contact person and address in the event interested bidders have difficulty purchasing the bidding should be inserted here.

Para. (8)

The date, time and place for submission of bids should be filled in here. In setting the deadline, the Procuring Entity should ensure that bidders are provided sufficient time for the preparation and submission of bids, taking into account that procurement of larger works is involved.

Para. (11)

The contact person, address and fax number of the Procuring Entity where (i) collection of the bidding document; (ii) submission of bid documents and (iii) opening of bids, should be inserted here.

E. INSTRUCTIONS TO BIDDERS (SECTION I)

As noted in Section B of this Note, the Instructions to Bidders (ITB) are a standard bidding document, in that the ITB document does not change from one procurement proceeding to the next. Details with respect to certain issues addressed in the ITB are specified in the Bid Data Sheet (BDS).

Clause (1) (Scope of Bid)

Sub-clause 1.1 refers to the identification of the Procuring Entity in the BDS, and to the description of the work being procured as set forth in the BDS.

Sub-clause 1.2 refers to the completion date(s) as specified in the BDS and the SCC.

Clause (2) (Source of Funds)

The purpose of this provision is to affirm that the funds needed to pay for the procurement have been allocated.

Clause (3) (Fraud and Corruption)

Sub-clause (3.1) The Government of Belize requires that Procuring Entities, as well as bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of contracts.

Sub-clause (3.4) All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption which can be found in Section VIII of the SBD.

Clause (4) (Eligible Bidders)

Sub-clause (4.1) To be eligible for public procurement, a bidder, and all parties constituting the bidder, must not have been declared ineligible to participate in a Government contract by the Government of Belize.

Sub-clause (4.4) A bidder, and all parties constituting the bidder, that are under a declaration of ineligibility for corrupt and fraudulent practices as described in ITB sub-Clause 3.1.

Clause (7) (Site Visit)

The Procuring Entity should ensure that bidders have reasonable access to conducting site visits. A pre-bid conference may be called by the Procuring Entity as part of the scheduled site visits. If such a conference is being held, details are to be provided by the Procuring Entity in the BDS.

Clause (10) (Clarification of Bidding Documents)

The Procuring Entity is responsible for responding to requests for clarification of the bidding documents, in time for bidders to take the clarification into account in preparing and submitting their bids. That includes having to circulate the response to all participating bidders (to whom the Procuring Entity provided the bidding documents for the proceedings).

Clause (14) (Bid Prices)

SDB references to the Bill of Quantities for large works, and should be replaced by the Procuring Entity to the Activity Schedule for minor works. Similarly, references to unit rate prices are modified in lump sum contracts.

Clause (15) (Bid Validity)

The Procuring Entity should fill in the duration of the required bid validity period in the BDS.

Clause 16 (Bid Security and Declaration)

Sub-clause (16.1) At the option of the Procuring Entity, the bidder shall furnish as part of its Bid, either:

- (c) a Bid-Securing Declaration in original form as specified in the BDS; or
- (d) a Bid Security in the amount described in the BDS.

Sub-clause (16.2) The Bid Security when required shall, at the bidder's option, be in the form of a Bank certified check or Bank Guarantee issued by a reputable Bank located in Belize.

Sub-clause (16.3) The Bid-Securing Declaration when required should be in accordance with the form of Bid-Securing Declaration included in the bidding documents.

Clause (18) (Deadline for Submission of Bids)

Sub-clause (19.1) Bids shall be delivered to the Procuring Entity at the specified address, and no later than the date and time, indicated in the BDS.

Clause (20) (Modifications and Withdrawal of Bids)

This provision explains the consequences of a withdrawal or modification of a bid by the bidder during the bid validity period (see sub-clause (20.3), which contains a reference to the bid validity period specified in the BDS (sub-clause 15.1).

Clause (21) (Opening of Bids)

In the BDS slot corresponding to ITB sub-clause (22.1), the procuring entity should indicate the time, date and place of the bid opening ceremony.

Sub-clause (21.5) The Employer will prepare Minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB sub-Clause 21.3 announced by the Employer at the Opening. The Minutes shall be signed in original by all those present at the bid opening. Immediately upon conclusion of the Bid Opening proceedings, copies of the Minutes shall be provided to the Bidders and community representatives present at the Bid Opening.

Clause (22) (Confidentiality)

This provision affirms the principle of confidentiality in the bid evaluation process, including the rule that bidders should not try to exert influence on the bid evaluation and award (sub-clause (22.1). In fact, sub-clause (22.2) authorises rejection of a bid in such cases.

Clause (23) (Clarification of Bids)

The bid clarification procedure is referred to in sub-clause (23.1) and draws the important distinction that the Procuring Entity may, in writing only, request a bidder to clarify its bid. That clarification process should not involve negotiation or changing of the price or substance of the bid.

Clause (24) (Preliminary Examination of Bids)

The provision affirms a basic principle governing the evaluation of bids, i.e., that bids that are “substantially responsive” to the requirements in the bidding documents may be considered for award.

There are several key steps to be taken by the Procuring Entity here, including:

- (d) in the preliminary examination of bids (before the detailed evaluation of bids), the Procuring Entity identifies the bids that are substantially responsive;
- (e) bids that may contain some “minor deviations” may be deemed “substantially responsive” (i.e., no “material deviations”);
- (f) sub-clause (24.4) sets forth a definition of the term “material deviation”.

Clause (25) (Correction of Arithmetical Errors)

Sub-clause (25.1) Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors..

Clause (26) (Evaluation of Responsive Bids)

This provision affirms, in sub-clause (26.1), that only bids deemed to be substantially responsive to the requirements in the bidding documents may be evaluated in detail and considered for award. It should be noted that, while the Procuring Entity does not make such corrections in consultation with the concerned bidder, it must notify the concerned bidder as he/she must be given the opportunity to accept the correction (or reject it, under possible pain of forfeiture of the bid security).

Clause (27) (Post-Qualification)

Sub-clause (27.1) After completing the evaluation of responsive bids, the Procuring Entity shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the contract satisfactorily.

Clause (28) (Procuring Entity’s Right to Accept or Reject Bids)

The purpose of Sub-clause (28.1) is to inform bidders that the Procuring Entity retains the right to reject any and all bids, and also to cancel the procurement proceedings. It is important for the procuring entity to bear in mind the distinction between rejection of all bids and cancellation of the procurement proceedings. In the case of rejection of all bids, the pattern is that no responsive bids were submitted, including the possibility that there was no bid priced within the

available budget. By contrast, cancellation of the procurement proceedings is done on public interest grounds not based on the responsiveness of bids or other grounds of that nature, but rather on extraneous circumstances such as the loss of the necessary budget allocation or a change in the programmatic or operational needs of the public purchaser.

It should be noted that the Procuring Entity must respond to a request from a bidder as to the grounds for the rejection of all bids or the cancellation of the procurement proceeding.

Clause (29) (Award Criteria)

Sub-clause (29.1) Subject to ITB Clause 26, the Procuring Entity shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and has offered the lowest evaluated bid.

Clause (30) (Notification of Award)

The procuring entity has certain obligatory steps to take regarding notification of the award decision and formation of the contract with the winning bidder. Those steps, which are outlined in Sub-clause (30.1), involve notification to the successful bidder, contract signature procedures (and performance security submission), as well as notification to the unsuccessful bidders.

Clause (31) (Performance Security)

Sub-clause (31.1) refers to specifying in the BDS the amount of the performance security, if one is required by the bidding documents.

Clause (32) (Advance Payment)

Sub-clause 32.1 The Procuring Entity will provide an advance payment on the contract price as stipulated in the conditions of contract, subject to a maximum amount, as stated in the special conditions of contract and subject to the provision of an acceptable advance payment security.

Clause (33) (Adjudication)

This clause provides the possibility to include in the procurement contract the appointment of an “adjudicator”. The function of an adjudicator as known in international civil works contracting practice is to serve as a facilitator for helping the parties avoid and deal with potential difficulties and disputes that may arise in contract implementation. In large contracts, there is the practice of appointing a Dispute Review Board, involving more than one expert. The adjudicator is appointed at the outset of the contract, and keeps informed of progress in the implementation of the contract. The adjudicator is on call to assist the parties in nipping disputes in the bud, before they may become more difficult to resolve in a mutually acceptable manner or intractable and thus leading to arbitration or adjudication.

Information concerning the Procuring Entity's proposal for appointment as the adjudicator is to be filled in the BDS slot for ITB 33.1. If no adjudicator is being appointed, that should be indicated in the BDS.

F. BID DATA SHEET (SECTION II)

As noted above, the Bid Data Sheet (BDS) is the attachment to the Instructions to Bidders (ITB) where the Procuring Entity should fill in various aspects of the ITB that are specific to the particular procurement proceeding at hand. Thus, the content of the BDS is variable from one procurement proceeding to the next. The information to be specified has been noted above, in the notes on the ITB, and is also indicated in the form of the BDS.

G. GENERAL CONDITIONS OF CONTRACT (SECTION III)

Clause (1) (Definitions)

As in the ITB, the General Conditions of Contract (GCC) have been formulated so as to accommodate use not only in a unit price scenario, but also in the case of a lump sum price contract.

Clause (3) (Language and Law)

The language of the Contract is English, and the Laws governing the Contract those in force in Belize.

Clause (4) (Communication)

Communications between parties that are referred to in the Conditions shall be effective only when in writing as indicated in GCC Clauses 1.15 and 1.16.

Clause (5) (Contractor to Construct the Works)

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

Clause (7) (Liquidated Damages)

The Contractor shall pay liquidated damages to the Procuring Entity at the rate of 1/10 of one percent (1%) of the Contract amount for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed ten percent (10%) of the Contract value.

Clause (10) (Access to Site)

The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site.

Clause (11) (Discovery)

The Contractor should make aware that anything of historical or other interest or of significant value discovered on the site shall be the property of the Procuring Entity. The Project Manager is to be advised in writing of the discovery immediately.

Clause (12) (Personnel)

The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager

Clause (19) (Performance Security)

The corresponding slot in the SCC is to specify the amount and acceptable forms of performance security required to be submitted by the winning bidder.

The SCC slot corresponding to clause (19.1) allows the Procuring Entity to tailor the duration of the validity period of the performance security to the applicable circumstances.

Clause (20) Possession of Site

The Employer shall give possession of all parts of the Site to the Contractor.

Clause (31) (Extension of Time)

The reference in clause (31.1) is to “compensation event”.

Clause (36) (Correction of Defects)

The duration of the defects correction period (i.e., defects liability period) should be specified in the corresponding SCC slot.

Clause (40) (Bill of Quantities)

An alternative for clause (40.1) for use in lump sum priced contracts. The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager.

Clause (43) (Advance Payment)

The SCC slot corresponding to GCC Clause (43.1) is for indicating if an advance payment is to be paid and, if so, the amount and time period of the payment.

Clause 44 (Payments Certificates)

In the SCC, slot corresponding to GCC Clause (44.2) describes payment schedules.

Clause (45) (Compensation Event)

In clause (45.1 (a)), there is a reference to the SCC to specify the deadline for giving the Contractor site access.

Clause (46) (Retention)

The reference in clause (46.1) is for the purposes of specifying the applicable rate of retention from payments.

Clause (48) (Termination)

In reference in clause (48.1), if the contract is frustrated by the outbreak of war or by any other event of force majeure and the event continues for a period of 84 days, on the first working day after the 84th the Project Manager shall issue a notice that the contract has been frustrated.

In reference in clause (49.1), if the contractor abandons the works, refuses or fails to comply with a valid instruction of the Project Manager.

In reference in clause (50.1), if the Procuring Entity fails to pay in accordance with the contract terms.

In reference in clause (51.1), the Procuring Entity or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.

Clause (52) (Payment upon Termination)

In reference to clause (52.1), the Project Manager shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed.

Clause (53) (Labour Clause in Public Contracts)

In reference to clause (53.1), the Project Manager is responsible for the enforcement of 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, as found in SCC.

H. SPECIAL CONDITIONS OF CONTRACT (SECTION IV)

As noted above, the Special Conditions of Contract (SCC) is the attachment to the General Conditions of Contract (GCC) where the Procuring Entity should fill in various aspects of the GCC that are specific to the particular procurement proceeding at hand. Thus, the content of the SCC is variable from one procurement proceeding to the next. The information noted above is indicative and should be expanded, in the blank form of the SCC.

I. SPECIFICATIONS & PERFORMANCE REQUIREMENTS (SECTION V)

In this portion of the bidding documents, the Procuring Entity should include the specifications, plans and drawing describing the work to be carried out under the contract. The formulations

should be based on objective technical and quality characteristics and to avoid unnecessarily narrowing the scope of competition, and the use of standardized features, requirements, symbols and terminology relating to technical and quality characteristics.

J. DRAWINGS (SECTION VI)

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

K. BILL OF QUANTITIES (SECTION VII)

The notes in the SBD on the preparation of the Bill of Quantities are meant for use by the Procuring Entity and are not intended to be retained in the bidding documents as provided to bidders.

In lump sum contracts, the corresponding document is the Activity Schedule. The Activity Schedule lists the main stages of the work, with a price allocated to each stage. The purpose of such a breakdown is to provide information on the basis of the calculation of the price, as well as to enable a schedule for payment to be established based on completion of the various stages. A template for an Activity Schedule is provided in Annex 7.

In the case of unit price contracts, a Bill of Quantities should be prepared instead of the Activity Schedule.

Reference is made in the footnotes to the possibility of including a Daywork Schedule, for the purposes of pricing unforeseen additional work that may be ordered by the Procuring Entity, as well as the inclusion of Provisional Sums that may be included pursuant to the direction of the procuring entity (e.g., to pay for subcontractors nominated by the procuring entity).

L. FORM OF BID, QUALIFICATION INFORMATION, LETTER OF ACCEPTANCE, AND AGREEMENT (SECTION VIII)

This section should provide various information required by the Procuring Entity in order to ascertain the eligibility and the qualifications of a bidder submitting a bid. The information required from bidders pursuant to Section VIII complements and supplements the information referred to in sec. 4 of the ITB (as specified in the BDS). For example, Section VIII, Part 3 solicits information on the existing contractual capacity of the bidders in order to enable the Procuring Entity to assess the bidder's capacity to take on additional work at the time the particular contract at hand is being awarded.

Some of the information to be specified in Section VIII, Part 3 will be measured against the minimum levels specified in the BDS corresponding to ITB para. 6.1 (d) (in particular, minimum annual turnover).

Procuring Entities should note that the setting and assessment of eligibility and qualification requirements for bidders are the SBD. It is important for Procuring Entities, in setting qualification requirements, to have in mind that those qualification requirements should be

appropriately proportional to the nature, complexity and value of the contract being awarded. Excessive qualification requirements should not be applied, as that curtails competition and hinders participation by small companies that may be perfectly qualified to perform the contract in question.

Given the relatively larger size of the contracts for which this SBD is to be used, the assessment of qualifications in such proceedings might be carried out using the prequalification rather than the post-qualification method of assessing qualifications of bidders. In such a case, it is during the pre-qualification proceedings that the qualifications and eligibility of all bidders are assessed, and only bidders deemed qualified are permitted to solicit bids. Emphasis would therefore not be placed on collection of qualification information with the submission of bids since qualification assessment had been already applied at the outset of the proceedings.

FORM OF BID

The Bid Form is the form on which each bidder formally states and signs his commitment, if selected for contract award, to provide the works that are the subject of the procurement, at the price state in the respective bidder's bid.

The initial portion of the form, entitled "Description of the Works", should be filled in by the Procuring Entity before distribution of the bidding documents to bidders.

It should be noted that the Contractor's Bid form contains a paragraph concerning the appointment of an Adjudicator. That paragraph should not be retained where no Adjudicator is appointed.

STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION

All bidders are required to submit a signed statement with their bid.

LETTER OF ACCEPTANCE

This form is included in order to inform bidders of the type of letter of acceptance that will be sent to the winning bidder. The contract should be signed within a reasonable period of time after issuance of the Letter of Acceptance. It is envisaged that the Letter of Acceptance, at the time the Procuring Entity issues it, will indicate a specific deadline date for signature of the contract by the winning bidder. If a performance security requirement is applicable, the letter of acceptance should contain the reference to the requirement in the form as provided in the bidding documents.

M. BID-SECURING DECLARATION (SECTION IX)

Section IX provides a template for the Bidder to fill out and sign. Bidders may be suspended from being eligible for bidding in any contract with the Employer for the period of time of three (3) years starting from the expiry of the Bid validity, or pay to the Employer two percent (2%) of the total Bid amount as penalty, if they are in breach of their obligation(s) under the Bid conditions.

N. CONTRACT FORM

The Contract for Works form is the contract form the successful bidder will sign following receipt of the letter of acceptance from the Procuring Entity.

O. PERFORMANCE GUARANTEE

If a performance security is required to be provided by the winning bidder, the bidding documents should include the form for the performance guarantee to be furnished.

P. BANK GUARANTEE FOR ADVANCE PAYMENT

If an advance payment is being offered, the bidding documents should include the form for the advance payment guarantee to be furnished as a condition for the advance payment to be made.

F. BIDS EVALUATION REPORT

Evaluation procedures described in the Instructions to Bidders (ITB) of the bidding documents should be followed to evaluate and rank each bid. The standard evaluation format and guidelines for the procurement of Works are contained in the Annex VIII (b) Standard Bid Evaluation Format for Procurement of Civil Works, Volume II of the Public Procurement Procedures Handbook. The standard report provides a step-by-step process for the evaluation of bids. This document is not a part of the SBD package to be provided to Bidders when soliciting tenders, although the evaluation report should ultimately be part of the record of the procurement proceedings.

ANNEX VII d

Guidance Note for the Use of Standard Bidding Documents for Consulting Services (Firms)

A. PURPOSE OF THE GUIDANCE NOTE

The purpose of the Guidance Note is to provide additional assistance to the Procuring Entity on the preparation of Standard Bidding Documents reflecting the key procurement principles and practices embodied in the Public Procurement Procedures Handbook. Therefore, the Guidance Note supplements the numerous Instructions and examples found throughout the SBD by specifically noting key points in each or main sections of the document.

This Guidance Note is intended to be used with the Standard Request for Proposals (SRFP) for the procurement of Consulting Services (Firm) under the Open, Selective or Limited Tendering methods, when financed by public funds; Standard Bidding Document issued by the Government of Belize, Ministry of Finance and Economic Development. For the purpose of understanding the notion of “consulting services” in order to determine whether this SRFP applies, Procuring Entities should refer to the Public Procurement Procedure Handbook, Chapter 7, titled “Procurement of Consulting Services, Methods and Strategies” (Volume I).

B. HOW STANDARD REQUEST FOR PROPOSALS DOCUMENTS WORK

It is important to understand how the information provided in the Request for Proposals document package is arranged when standard request for proposals documents (SRFPs) are being used. 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).

Six alternative selection methods are available for the selection of Consultants, to ensure that an appropriate compromise is reached between professional quality of the services supplied and the cost of the services, as described below.

1. Quality and Cost-Based Selection (QCBS) is the standard method of selection for most consulting services, and uses a merit-point score system. The technical capabilities and experience of the Consultants and Personnel, and the quality of the proposal submitted in response to the Terms of Reference, will receive the major percentage of the total points to be awarded. Only firms whose technical proposals have achieved a minimum technical score will be considered for award of contract. The best compromise between technical quality and cost of

the services is often achieved by allocating 80% of the total points to the technical features of the proposal and 20% to the financial score.

2. Quality Based Selection (QBS) may be suitable for complex, difficult to define, or highly specialised assignments, where the best expertise available is required without consideration of the price. In this case, only technical proposals are evaluated, with the winning bidder being invited for detailed negotiations to agree the price of the services and the contract.

3. Fixed-Budget Selection (FBS) may be used when the assignment is simple, clearly defined, and there is only a strictly limited budget available. Bidders are invited to submit their best technical proposal within the fixed budget, and award of contract will be made to the highest scoring technical proposal.

4. Least-Cost Selection (LCS) is appropriate to select consultants for small value services of a routine nature (audits, simple engineering design or supervision) where well-established practices and professional standards exist. Technical proposals are examined to ensure that they pass a specified minimum technical score. The lowest priced bidder of those passing this minimum technical qualification score will be selected for contract award.

5&6. Selection based on Consultant's Qualifications (SBCQ) and Single Source Selection (SSS) are other methods which may occasionally be used for small and simple assignments.

C. PURPOSE OF STANDARD REQUEST FOR PROPOSALS DOCUMENT

The purposes of the request for proposals standard document include:

- (a) To provide the Procuring Entity with the template for soliciting proposals from shortlisted consultants;
- (b) To provide shortlisted consultants with the description of the services being procured so as to enable them to submit responsive and competitive proposals;
- (c) To inform shortlisted consultants of the rules and procedures applicable to the request for proposals process, including the requirements applicable to the submission of proposals, and the criteria and procedures to be used in evaluating and ranking proposals for the purposes of determining the winner;
- (d) To inform shortlisted consultants of the applicable contract conditions.

It should be noted that the preparation of the request for proposals document may be subject to approval under the applicable rules and procedures, in accordance with the Financial Orders (1965).

D. LETTER OF INVITATION (Section I)

Para. 1

Here the Procuring Entity should identify itself, and also fill in a short description of the consulting services being procured.

Para. 2

In the blank spaces provided, the Procuring Entity should fill in the purpose(s) of the assignment.

Para. 3

This provision cross references the main components of the SRFP.

Para. 4

Here the Procuring Entity should fill in the address and the shortlisted Consultants.

Para. 5

Here the SRFP document is described with its different component sections.

Para. 6

Here the Procuring Entity requests potential bidding firms to acknowledge receipt of the Letter of Invitation within five days and provide fax number and email address.

Para. 7

The Procuring Entity requests Bidders 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.

The authorised signature on behalf of the Procuring Entity should be affixed at the end of the Letter of Invitation.

E. INSTRUCTIONS TO CONSULTANTS (ITC) (Section II)

The Procuring Entity must insure that the procurement method chosen for consultancy is consistent with the PDS. The following key points should be noted. The Instructions to Consultants (ITC) provides information and instructions to consultants on the preparation and submission of proposals.

Clause 1 (General)

In sub-clause 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.

In sub-clause 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 **Error! Reference source not found.** issued by the Government of Belize.

In sub-clause 1.5 - If indicated in the PDS, Consultants may be hired for downstream work, when continuity is essential.

In sub-clause 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.

In sub-clause 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.

In sub-clause 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.

In sub-clause 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.

Clause 2 (Fraud and Corruption)

In sub-clause 2.1- Consultants for this proposed contract are required to observe the highest standard of ethics during its procurement and execution.

In sub-clause 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.

In sub-clause 2.3 - All Consultants are required to complete the form FPF7 State of Ethical Conduct and Fraud and Corruption.

Clause 3 (Conflict of Interest)

The Procuring Entity should note that 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.

Clause 5 (Proposal Validity)

In sub-clause 5.1 - The PDS indicates how long the Proposals must remain valid after the submission date.

Clause 6 (Clarification and Amendment of the RFP)

In sub-clause 6.1 - Consultants may request a clarification of any of the RFP documents up to seven (7) days before the Proposal submission date.

In sub-clause 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.

Clause 7 (Preparation of the Technical Proposal)

In sub-clause 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.

Clause 8 (Preparation of the Technical Proposal)

In sub-clause 8.1 - Unless otherwise indicated in the PDS, the following summarises the content and maximum number of pages permitted for the Technical Proposal:

- (a) Form **Error! Reference source not found.** Technical Proposal Submission Form (2 pages)
- (b) Form **Error! Reference source not found.** Consultants Experience (not exceeding 20 pages)
- (c) Form **Error! Reference source not found.** Description of the Methodology and Work plan for Performing the Assignment (not exceeding 10 pages)
- (d) Form **Error! Reference source not found.** Comments and Suggestions of Consultants on the ToR, and Data, Services and Facilities (not exceeding 5 pages)
- (e) Form **Error! Reference source not found.** Time Schedule for Professional Personnel (not exceeding 5 pages)
- (f) Form **Error! Reference source not found.** –Format of the Curriculum Vitae for Proposed Staff, not more than three (3) pages per staff member

In sub-clause 8.2 (ii) - While preparing the Technical Proposal, Consultants must give particular attention to the fact that proposed professional staff must, at a minimum, have the experience indicated in the PDS.

In sub-clause 8.3 – Procuring Entities should note that 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.

Clause 9 (Preparation of the Financial Proposal)

In sub-clause 9.1 - Unless otherwise indicated in the PDS, the Financial Proposal requires completion of seven forms:

- Form FPF1 - Financial Proposal Submission Form, should form the covering letter of the Financial Proposal and acknowledges the GOB's right to audit and inspect the Consultant's records and accounts associated;
- Form FPF2 - Summary of Costs, summarises the proposed cost(s);
- Form FPF3 contains the Breakdown of Price per Activity;
- Form FPF4 contains the Breakdown of Remuneration per Activity;
- Form FPF5 contains the Reimbursables per Activity;
- Form FPF6 contains Miscellaneous Expenses;
- Form FPF7 consists of the Statement on Ethical Conduct and fraud and Corruption that must be completed by each Consultant irrespective of the procurement method employed and submitted with the Financial Proposal.

The Procuring Entity must insure that the required forms are submitted the bidder that's associated with the procurement method stated in the PDS.

In sub-clause 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.

Clause 10 (Submission, Receipt and Opening of Technical Proposals)

In sub-clause 10.6, the 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.

In sub-clause 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.

Clause 11 (Technical Evaluation of Proposals)

In sub-clause 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.

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

In sub-clause 12.5 - In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the PDS. Proposals will be ranked according to their combined technical (St) and financial (Sf) 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: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

In sub-clause 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,

In sub-clause 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.

Clause 14 (Contract Negotiations)

In sub-clause 14.1 - Negotiations will be held at the address indicated in the PDS or through correspondence as indicated in the PDS.

Clause 15 (Commencement of Services)

In sub-clause 15.1, the Firm is expected to commence the assignment on the date and at the location specified in the PDS.

Clause 16 (Adjudication)

In sub-clause 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.

Clause 17 (Debriefing)

In sub-clause 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 Client the obligation to provide it.

Clause 18 (Complaints)

The Head of the Procuring Entity must insure that all staff understand the importance of the “Complaints Mechanism”. Further that a complaint may be made by any Party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Purchaser and a response issued only after the evaluation is completed.

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 copy sent to the representatives of the Ministry of Finance and Economic Development indicated in the PDS.

F. Proposal Data Sheet (Section III)

The Proposal Data Sheet (PDS) is the attachment to the Instructions to Consultants (ITC) where the Procuring Entity should fill in various aspects of the ITC that are specific to the particular procurement proceeding at hand. Thus, the content of the PDS is variable from one procurement proceeding to the next. The information to be specified has been noted above, in the notes on the ITC, and is also indicated in the in the form of the PDS.

G. Standard Form of Contract for Consultants’ Services (Section IV)

One of the following standard forms of contract may be used with the Request for Proposal document:

- Consultant Services - Complex Time-Based Assignments
- Consultant Services - Lump-Sum Assignments

It is normally fairly easy to decide whether the Consultant should be paid on a lump-sum or a staff-time basis. Lump-sum contracts are generally preferable whenever there are clearly identified key deliverables required from the assignment. A time-based contract is more appropriate for complex assignments, for technical support services, where deliverables cannot easily be verified by the Purchaser, or are mainly incidental to the services provided.

Preamble

Information to be filled in includes the starting date of the assignment or, if different, the date of signature, the names of the Procuring Entity and the consultant, and their coordinates.

Clause 1

This provision refers to the various Appendices to the contract that include the TOR (Annex A), reporting obligations of the consultant (Annex B), and listed key personnel (Annex C) and so forth.

Clause 2

Describes the mutual rights and obligations of the Purchaser and the Consultant.

Attachment (a) – The 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.

Attachment (b) The Special Conditions of Contract

The Special Conditions of Contract (SCC) is the attachment to the General Conditions of Contract (GCC) where the procuring entity should fill in various aspects of the GCC that are specific to the particular procurement proceeding at hand. Thus, the content of the SCC is variable from one procurement proceeding to the next. The information noted below is indicative and should be expanded, in the blank form of the SCC.

Clause 5 (Location)

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

Clause 6 (Authorised Representatives)

In sub-clause 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.

Clause 8 (Taxes and Duties)

In sub-clause 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.

Clause 12 (Contract Effectiveness)

In sub-clause 12.1 - The Consultant shall begin carrying out the Services described in **Error! Reference source not found.. Error! Reference source not found.** 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.

Clause 20 (Liability and Insurances)

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

In sub-clause 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.

In sub-clause 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.

Clause 34 (Contract Ceiling Amount)

In sub-clause 34.3 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

H. Terms of Reference (Section V)

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.

I. Technical Proposal Submission Forms (Section VI)

Section VI contains the standard forms which are to be completed by the bidder as part of the technical proposal. The Consultant is required to complete and submit these forms pursuant to ITC sub-clause 7.2 and other requirements of the Request for Proposals:

These include the following:

- (i) TPF1. Technical Proposal Submission Form
- (ii) TPF2. Consultant's Experience
- (iii) TPF3. Description of the Methodology and Work Plan
- (iv) TPF4. Comments and Suggestions of Consultant on TOR
- (v) TPF5. Time Schedule for Professional Personnel
- (vi) TPF 6. Format of CV for Professional Staff

No action is required by the Procuring Entity on any of the draft formats when issuing the RFP.

J. Financial Proposal Submission Forms (Section VII)

Section VII contains the standard forms which are to be completed by the Consultant in submitting the financial proposal, when required pursuant to ITC sub-clause 7.1. The Consultant

is required to complete and submit the following forms pursuant to ITC sub-clause 9.1 and in accordance with other requirements included in the Request for Proposals:

These include the following:

- (i) Form FPF1- Financial Proposal Submission Form
- (ii) Form FPF2- Summary of Costs summarises the proposed cost(s)
- (iii) Form FPF3- Breakdown of Price per Activity
- (iv) Form FPF4- Breakdown of Remuneration per Activity
- (v) Form FPF5 - Reimbursables per Activity
- (vi) Form FPF6 - Miscellaneous Expenses
- (vii) Form FPF7- Statement on Ethical Conduct and fraud and Corruption

K. BIDS EVALUATION REPORT

Evaluation procedures described in the Instructions to Consultants (IT) of the bidding documents should be followed to evaluate and rank each bid. The standard evaluation format and guidelines for the procurement of Consulting Services are contained in the Annex VIII (c) Standard Bid Evaluation Format for Procurement of Consulting Services (Firms), Volume II of the Public Procurement Procedures Handbook. The standard report provides a step-by-step process for the evaluation of bids. This document is not a part of the SRFP package to be provided to Bidders, although the evaluation report should ultimately be part of the record of the procurement proceedings.