



## **Annex V**

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# **Standard Bidding Document for Open Tendering**

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## **The Procurement of Works (Large Contracts)**

(January 2013)

Ministry of Finance and Economic Development  
Issued: \_\_\_\_\_

# Preface

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

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

3. This Standard Bidding Document has been prepared for the procurement of Works with an estimated value of more than BZD 20,000. It shall be used for the Open Tendering method and may also be used for the Selective Tendering method, whereby Tenderers are invited from a list of pre-selected Bidders where a list is maintained, and for the Limited Tendering procedure.

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

To obtain further information, please contact:

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

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# Instructions

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

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

(a) Specific details, such as the “name of the Employer” and “address for bid submission,” should be furnished in the Invitation for Bids, the Bid Data Sheet, and the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

(b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

(c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the documents, although they contain instructions that the Employer should strictly follow. The final documents should contain no footnotes.

(d) The criteria for Bid evaluation and the various methods of evaluation in the Instructions to Bidders and Bid Data Sheet should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

(e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Employer for each procurement package.

(f) The forms provided in Section VII. Bidding Forms should be completed by the Bidder or the Contractor; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Contractor should follow.

# Invitation for Bids

## Invitation for Bids

[Employer's Name]

1. The Government of Belize (GOB) acting through the Ministry of \_\_\_\_\_ [insert Employer's name], now invites sealed Bids from eligible and qualified Bidders for the construction of \_\_\_\_\_ [insert brief description of Works] as mentioned below in the table.

Number	Name	Construction Period

2. Procurement will be conducted through Open Tendering Procurement of Works – Large Contracts in accordance with the provisions of the laws governing public procurement within Belize, and with the Public Procurement Procedures Handbook.

3. This invitation is open to all eligible Bidders as described in the Bidding Documents.

4. Interested eligible Bidders may obtain further information and inspect the Bidding Documents at the address mentioned in paragraph 11 below.

5. Qualification requirements are provided in the Section II of these Bidding Documents. Prospective Bidders' attention is drawn to the Instructions to Bidders in the Bidding Documents.

6. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of BZD \_\_\_\_\_.

7. The method of payment will be in cash. The Bidding Documents will be collected in person by the Bidder. Other than payment of the non-refundable fee specified above, there shall be no other conditions for purchase of the Bidding Documents. In the event interested Bidders have difficulty to purchase the Bidding Documents, they may contact in writing:

[The Head of Procuring Entity]  
\_\_\_\_\_ [insert contact details and address]  
\_\_\_\_\_

8. Bids must be delivered to the address below at or before \_\_\_\_\_ [insert date and time]. Electronic bidding shall not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the Bidders' representatives, who choose to attend in person at the address below at \_\_\_\_\_ [insert date and time]. Interested public/NGO/Civil societies may also attend the Bid opening.

9. All bids shall be accompanied by a Bid-Securing Declaration as specified in the Instructions to Bidders.

10. The Government of Belize will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the Government of Belize, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.

11. The address referred to above is:

The address for (i) collection of Bidding Documents; (ii) submission of Bid documents and (iii) Opening of bids, is:

*[Employer's Name]*

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

Tel :

Fax :

E-mail :

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

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## **A GENERAL**

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

- 1.1 The Employer as defined in the **Bid Data Sheet (BDS)** invites Bids for the construction of Works, as described in the **BDS**. The name and identification number of the Contract is provided in the **BDS** and the **SCC**.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the **BDS** and the **SCC**.

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

- 2.1 The Employer has been allocated public funds as indicated in the Bid Data Sheet and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.
- 2.2 For the purpose of this provision, “public funds” means any monetary resources appropriated to Procuring Entities under Government budget, or revenues generated by statutory bodies and corporations.

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

- 3.1 The Government of Belize (GOB) requires that Procuring Entities, as well as Bidders, Suppliers, Contractors, and Consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the GoB:
  - (a) Considers, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practices among Bidders (prior to or after submission of bids and proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Government of the benefits of free and open competition;
    - (iii) “collusive practices” means a scheme of arrangement between two or more Bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;
    - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.



- (b) Will reject a bid and/or proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the GoB, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 3.2 The Government of Belize will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Bidders, Suppliers, Contractors, and Consultants have engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without Bidders, Suppliers, Contractors, and Consultants having taken timely and appropriate action satisfactory to the Government of Belize to remedy the situation.
- 3.3 The GoB retains the right to inspect and audit the records of any Bidder or Contractor relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the GoB, be undertaken by independent auditors appointed by them. This provision is applicable to unsuccessful and successful Bidders and their Sub-contractors. Furthermore, the Bidders' attention is drawn to **GCC Sub-Clause 12.2**.
- 3.4 All Bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption, which can be found in Section VIII. Forms of Bid, Qualification Information, Letter of Acceptance Agreement, and submit it with their Bid.

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

- 4.1. To be eligible for public procurement, a Bidder, and all parties constituting the Bidder, must not have been declared ineligible to participate in a Government contract by the Government of Belize, as indicated in **GCC Sub-Clause 1.2**.
- 4.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works under this Invitation for Bids.
- 4.3. A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest in situations that could include the following:
- (a) have controlling shareholders in common;
  - (b) have been involved in the past, either directly or indirectly, with the Employer or any other entity that helped identify the requirements of this Invitation for Bids;

- (c) contributed to the design, specifications, and other documents for the construction project or this procurement;
  - (d) have controlling shareholders in common that are related to the second civil degree;
  - (e) receive or have received any direct or indirect subsidy from any of them;
  - (f) have the same authorised representative for purposes of this Bid;
  - (g) have participated in more than one Bid either as a Bidder or as a Sub-contractor subject to **ITB Clause 5.1**;
  - (h) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder;
  - (i) if any of the Bidder's senior officers or controlling shareholders are related to any officer of the Employer who is involved with this procurement process.
- 4.4. A Bidder, and all parties constituting the Bidder, that is under a declaration of ineligibility for corrupt and fraudulent practices as described in **ITB Sub-Clause 3.1** issued respectively by the GoB at the date of contract award, shall be disqualified.
- 4.5. Government-owned enterprises in Belize may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.6. All Bidders are required to complete and submit with their bids the appropriate forms listed in Section VIII and attached hereto.

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

- 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a Joint Venture (JV). A Bidder who submits or participates in more than one Bid will cause all the Bids with the Bidder's participation to be disqualified. Sub-contractors may participate in one or more Bids provided that the cost of the sub-contracted goods, works or services (including labour) does not exceed the percentage of the Bid price stated in the **BDS**.

## **6. Qualification of Bidders**

- 6.1 All Bidders shall furnish, consistent with Section VIII. "Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement", the following information and documents with their Bids, unless otherwise stated in the **BDS**:
- (a) a preliminary description of the proposed work method and schedule, including drawings and charts as necessary;
  - (b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
  - (c) written power of attorney of the signatory of the Bid to commit the Bidder;

- (d) total monetary value of construction work performed for each of the last three (3) years;
- (e) experience in works of a similar nature and size for each of the last five (5) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (f) major items of construction equipment proposed to carry out the Contract;
- (g) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (h) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five (5) years;
- (i) evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- (j) authority to seek references from the Bidder's Bankers;
- (k) information regarding any litigation, current or during the last five (5) years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (l) proposals for sub-contracting components of the Works amounting to more than ten percent (10%) of the Contract Price.

6.2 Bids submitted by a Joint Venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in **ITB Sub-Clause 6.1** above for each Joint Venture partner;
- (b) All partners shall be required to meet the eligibility requirement described in **ITB Clause 4**;
- (c) the Bid shall be signed so as to be legally binding on all partners;
- (d) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (e) one of the partners will be nominated as being in charge, authorised to sign the Bid, incur liabilities, and receive instructions for and on behalf of any and all partners of the Joint Venture;
- (f) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
- (g) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the Bid; or a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.

6.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) average annual volume of construction work over the last three (3) years of at least the amount stated in the **BDS**;

- (b) experience as prime contractor in the construction of at least two (2) works of a nature and complexity equivalent to the Works within the last five (5) years (to comply with this requirement, works cited should be at least 70 percent complete, billed and paid);
  - (c) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount stated in the **BDS**;
  - (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the **BDS**;
  - (e) a Contract Manager with five (5) years' experience in works of an equivalent nature and volume, including no less than three (3) years as Manager; and
  - (f) any other additional requirement stated in the **BDS**.
- 6.4 A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.
- 6.5 The figures for each of the partners of a Joint Venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of **ITB Sub-Clause 6.3(a) and (c)**. In addition, for a Joint Venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of **ITB Sub-Clause 6.3(a), (b) and (c)** for an individual Bidder, and for the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid. Sub-contractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

**7. Site Visit**

- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings, and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

**8. Cost of Bidding**

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**B BIDDING DOCUMENTS**

**9. Content of the Bidding Documents**

- 9.1. The set of Bidding Documents comprises the documents listed below and any Addenda issued in accordance with **ITB Clause 11**:

Section I	Instruction to Bidders
Section II	Bid Data Sheet

Section III	General Conditions of Contract
Section IV	Special Conditions of Contract
Section V	Specifications & Performance Requirements
Section VI	Drawings
Section VII	Bill of Quantities
Section VIII	Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement
Section IX	Security Forms

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

- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing (includes facsimile but excludes email) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all who purchased the bidding documents, including a description of the inquiry, but without identifying its source. Other than in writing, there shall be no communications between prospective bidders and the Employer.

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

- 11.1 At any time prior to the deadline for submission of the Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 11.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Employer.
- 11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of the Bids, pursuant to **ITB Sub-Clause 19.2**.

## **C PREPARATION OF BIDS**

### **12. Language of Bids**

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

### **13. Documents Comprising the Bid**

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The signed Bid Form, in the format indicated in Section VIII;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with **ITB Clause 16**;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Form and supporting documents, in accordance with Section VIII; and
  - (e) any other document required in the BDS.

## **14. Bid Prices**

- 14.1 The Contract shall be for the whole Works, in accordance with **ITB Clause 1.1**, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 14.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to adjustment on any account, unless otherwise specified in the BDS, GCC and SCC. A Bid submitted with an adjustable price quotation, when a fixed price quotation is required, shall be treated as non-responsive and shall be rejected, pursuant to **ITB Clause 24.4**. However, if in accordance with the BDS, GCC and SCC, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.5 The unit rates and prices shall be quoted in Belize Dollars. Payment to the Contractor under the Contract shall be made in Belize Dollars and in the proportions specified in **GCC Sub-Clause 42.1**.

## **15. Bid Validity**

- 15.1 Bids shall remain valid for the period specified in the **BDS**.
- 15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security or having its Bid-Securing Declaration executed. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid-Securing Declaration for the period of the extension, and in compliance with **ITB Clause 16** in all respects.
- 15.3 If the period of Bid validity is extended beyond sixty (60) days, the amounts payable shall be increased by  $\frac{1}{4}$  of 1 percent per month, or pro rata part thereof for the period of delay beyond sixty (60) days after the expiry of the initial Bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## **16. Bid Security and Declaration**

- 16.1 At the option of the Employer, 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**.

The **BDS** indicates which of the above options (a) or (b) is applicable and required by the Employer.

- 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. Cash is not an acceptable form of Security. If submitted in the form of Bank Guarantee, it should be in accordance with the form of Bid Security (Bank Guarantee) provided in Section IX. Security Forms, of these Bidding Documents. The Bid Security should be valid for thirty 30 days beyond the validity of the Bid.
- 16.3 The Bid-Securing Declaration when required should be in accordance with the form of Bid-Securing Declaration included in Section IX Security Forms of these Bidding Documents. The Bid-Securing Declaration should be valid for thirty (30) days beyond the validity of the Bid.
- 16.4 Any Bid not accompanied by an acceptable Bid Security when required or a Bid Securing Declaration when required will be rejected by the Employer as non-responsive.
- 16.5 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.
- 16.6 The Bid Security of unsuccessful Bidders shall be returned within seven (7) days of the successful Bidder's furnishing of the Performance Security.
- 16.7 The Bid Security of the successful Bidder shall be returned once the Bidder has signed the Contract and furnished the required Performance Security.
- 16.8 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in **ITB Sub-Clause 15.2**;
  - (b) if the Bidder does not accept the correction of its Bid Price pursuant to **ITB Clause 25**; or
  - (c) if the successful Bidder fails within the specified time to:
    - (i) sign the Contract; or
    - (ii) furnish the required Performance Security.
- 16.9 The execution of a Bid-Securing Declaration will result in the Bidders (including all members of a Joint Venture) being held ineligible for all contracts let by the GoB irrespective of the funding source for a period of three (3) years from the expiry of the Bid Validity, unless, at the Bidder's option, the Bidder

pays to the Employer an administrative penalty of two percent (2%) of the total Bid amount.

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

- 17.1 The Bidder shall prepare one original of the documents comprising the Bid as described in **ITB Clause 13** of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit three (3) copies of the Bid clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.
- 17.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, in accordance with **ITB Sub-Clause 6.1(c)** as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 17.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract. Any failure or omission in this respect may result in the rejection of the Bidder’s Bid.

## **D SUBMISSION OF BIDS**

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

- 18.1 The Bidder shall seal the original and all copies of the Bid in two (2) inner envelopes and one (1) outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.
- 18.2 The inner and outer envelopes shall:
  - (a) be addressed to the Employer at the address provided in the **BDS**;
  - (b) bear the name and identification number of the Contract as defined in the **BDS**; and
  - (c) provide a warning “DO NOT OPEN BEFORE “ the specified time and date for Bid opening as defined in the **ITB Sub-Clause 21.1**.
- 18.3 If any envelope is not sealed and marked as required, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.
- 18.4 In addition to the identification required in **ITB Clause 18.2** the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to **ITB Sub-Clause 19.3**.



**19. Deadline for Submission of Bids**

- 19.1 Bids shall be delivered to the Employer at the specified address, and no later than the date and time, indicated in the **BDS**.
- 19.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by issuing an addendum in accordance with **ITB Clause 11**, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall then be subject to the new deadline.
- 19.3 Any Bid received by the Employer after the deadline prescribed in **ITB Sub-Clause 19.1** will be returned unopened to the Bidder.

**20. Modification and Withdrawal of Bids**

- 20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in **ITB Sub-Clause 19.1**.
- 20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **ITB Clauses 17 and 18**, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 20.3 Withdrawal of a Bid between the deadline for submission of Bids and within the Bid's validity (and extended validity when a bidder agrees to such) may result in the forfeiture of the Bid Security or execution of the Bid-Securing Declaration pursuant to **ITB Sub-Clause 16.8(a)**. No Bid may be modified after the deadline for submission of Bids.
- 20.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting bid modifications in accordance with this clause or included in the initial Bid.

**21. Bid Opening**

- 21.1 The Employer will open the Bids, including modifications made pursuant **ITB Clause 20** in the presence of representatives of the Bidders and community representatives who choose to attend at the time and in the place specified in the **BDS**.
- 21.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to **ITB Clause 20** shall not be opened but returned to the Bidder.
- 21.3 The Bidders' names, Bid prices, total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security or Bid-Securing Declaration, and such other details as the Employer may consider appropriate, will be read out at the opening.

- 21.4 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 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. In addition, a copy of the Minutes shall promptly be posted at a prominent and freely accessible location outside the office of the Employer, and also sent to all those who purchased the Bidding Documents but were not present at the Bid Opening.

## **E EVALUATION OF BIDS**

### **22. Process to be Confidential**

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

### **23. Clarification of Bids**

- 23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with **ITB Clause 25**.

### **24. Preliminary Examination of Bids**

- 24.1 If any of the following documents or information is missing from the submitted Bid, the Bid shall be rejected:
- (a) Signed (in original) Form of Bid, in the format indicated in Section VIII;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with **ITB Clause 16**; and
  - (c) Priced Bill of Quantities, in accordance with **ITB Clause 14**.
- 24.2 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- (a) meets the eligibility criteria defined in **ITB Clause 4**;
- (b) has been properly signed; and
- (c) is substantially responsive to the requirements of the Bidding Documents.

24.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.4 If a Bid does not meet the eligibility criteria defined in ITB Clause 4, has not been properly signed, or is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **25. Correction of Errors**

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate (plus relevant taxes and duties) by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- (c) where there is a discrepancy between the sub-total and the total resulting from adding the sub-totals, the sub-total as quoted will govern.

## **26. Evaluation of Responsive Bids**

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with **ITB Sub-Clause 24.3**.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to **ITB Clause 25**;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities;

- (c) making an appropriate adjustment for any other acceptable variations or deviations, submitted in accordance with **ITB Sub-Clause 26.3**;
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with **ITB Sub-Clause 20.4**.
- 26.3 The Employer reserves the right to accept or reject any variation or deviation, or alternative offer. Variations or deviations and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

## **F POST-QUALIFICATION AND AWARD**

### **27. Post-Qualification**

- 27.1 After completing the evaluation of responsive Bids, the Employer 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.
- 27.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to **ITB Sub-Clauses 6.1 and 6.2**, and any clarifications in accordance with **ITB Sub-Clause 23.1**.
- 27.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **28. Employers Right to Accept or Reject any Bid**

- 28.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders, or any obligation to inform the affected Bidders of the grounds for the Employer's action.

### **29. Award Criteria**

- 29.1 Subject to **ITB Clause 26**, the Employer 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, provided that the Bidder has likewise been determined to be qualified to perform the Contract satisfactorily.

### **30. Notification of Award and Signing of the Agreement**

- 30.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer, prior to the expiration of the Bid validity period, through a Letter of Acceptance, which form is provided in Section VIII. This letter will state the sum that the Employer will pay the Contractor in consideration of the execution,

completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 30.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 30.3 Within fourteen (14) days following the notification of award along with the Letter of Acceptance, the Employer shall send to the successful Bidder a signed Agreement that incorporates all agreements between the Employer and the successful Bidder. The successful Bidder shall sign and return the Contract within fourteen (14) days.

### **31. Performance Security**

- 31.1 Within fourteen (14) days of the receipt of notification of award and Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in an amount in accordance with the **GCC**.
- 31.2 The Performance Security shall be in the form of Bank Guarantee in accordance with the form included in Section IX. “Security Forms” of these Bidding Documents, and issued by a reputable Bank located in Belize and acceptable to the Employer.
- 31.3 Failure of the successful Bidder to comply with the requirements of **ITB Sub-Clause 31.1** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid Declaration.
- 31.4 Upon receipt of the Performance Security, the Employer will promptly notify the other Bidders of the results of the bidding.

### **32. Advance Payment**

- 32.1 The Employer 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.

### **33. Adjudication**

- 33.1 The Employer proposes the person named in the **BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid along with furnishing a registration fee of 2% of the estimated value of the procurement. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Conditions of Contract at the request of either party.

### **34. Debriefing**

- 34.1 After the award of Contract has been announced, an unsuccessful Bidder has the right to request a debriefing to ascertain why its Bid was unsuccessful and the

Employer the obligation to provide it. No commercial confidences will be breached and no information concerning other Bids will be disclosed other than the information already read out at Bid opening and the reasons for any and all Bids rejection.

- 34.2 Within 14 days of a Bidder's request for Debriefing, the Debriefing will either be delivered in writing by the Employer or a meeting held chaired by a representative of the Employer at the discretion of the Employer. If a meeting is held, it will be minuted and Minutes signed by both parties and a copy of the minutes issued to the Bidder.

### **35. Complaints**

- 35.1 A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Procuring Entity and a response issued only after the evaluation is completed.
- 35.2 Complaints shall be addressed to the Head of the Procuring Entity named in the **BDS**. The Head of the Procuring Entity will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within ten (10) days of receiving the complaint.
- 35.3 In the event that the response from the Head of the Procuring Entity does not satisfy the Bidder or there is no response to the complaint received within ten (10) days, it should be referred to the designated official of the Contractor-General at the address indicated in the **BDS**, with a registration fee of 2% of the estimated value of the procurement. A copy of the complaint should also be sent to the designated official of the Ministry of Finance and Economic Development at the address indicated in the **BDS**. The Contractor-General shall respond to the complaint within ten (10) calendar days. This is without prejudice to any other recourse that a Bidder may choose.

### **36. Publication of Award**

- 36.1 The Employer shall:
- (a) notify in writing all participating Bidders of the results of the bid evaluation promptly after the Contract has been awarded; and
  - (b) publish in a national newspaper, at the end of each quarter, a notice informing the general public of the availability of Contract awards summary and Contract registers in the office of the Employer.

## SECTION II. BID DATA SHEET

<b>A. General</b>	
<b>ITB 1.1</b>	The Employer is <b>[fill in]</b>
<b>ITB 1.1</b>	The Works are <b>[fill in]</b>
<b>ITB 1.1</b>	The Contract Description and Identification are: <b>[fill in]</b> Identification Number: _____ Description: _____
<b>ITB 1.2</b>	The Intended Completion Date is: _____ <b>calendar days from the Start Date as defined in GCC 1.17</b>
<b>ITB 2.1</b>	For the purpose of this provision, “public funds” means any monetary resources appropriated to the Employer under Government budget or other public source of funds.
<b>ITB 3.1</b>	Add to ITB 3.1 (a), the following:  (v) Obstructive practice is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation or acts intended to materially impede the exercise of the GoB inspection and audit rights.
<b>ITB 4.1</b>	Eligible Bidders, Refer to <b>GCC 1.2</b> and related <b>SCC</b> . For the purpose of this ITB Bidder means Contractor and vice-versa.
<b>ITB 5.1</b>	The limit for Sub-contractors is <b>[fill in]</b>
<b>ITB 6.1</b>	The qualification data requirements from Bidders are modified as follows: <b>[fill in]</b>
<b>ITB 6.2</b>	The additional or modified requirements for Joint Ventures are as follows: <b>[fill in]</b>
<b>ITB 6.3 (a)</b>	The average annual volume of construction work for the successful Bidder over the last 3 years shall be BZD _____ <b>[fill in]</b> .  <b>Documentary evidence shall be submitted in the Bid.</b>
<b>ITB 6.3 (c)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be in





	<ul style="list-style-type: none"> <li>c. Bid-Securing Declaration in accordance with <b>ITB Clause 16</b> in the format indicated in Section IX;</li> <li>d. Priced Bill of Quantities;</li> <li>e. Qualification Information Form and supporting documents, in accordance with the form indicated in Section VIII.</li> </ul>
<b>ITB 14.4</b>	The Contract <i>[is/is not]</i> subject to price adjustment in accordance with <b>GCC Sub-Clause 42.1</b> . <b>[fill in]</b>
<b>B. Preparation of Bids</b>	
<b>ITB 15.1</b>	The Bid shall be valid for 90 days after the Bid Opening, until _____ <b>[fill in date]</b>
<b>ITB 16.1</b>	The Bid shall be accompanied with a Bid-Securing Declaration in the format prescribed in Section IX. Any omissions or additions to the standard text in the format are not permitted unless a prior written approval is obtained from Government of Belize before Bid submission.
<b>ITB 17.1</b>	<p>Replace as follows:</p> <p>The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit two copies of the Bid clearly marked as “COPIES” and one electronic form of BOQ in excel form in a CD. In the event of discrepancy between them, the original shall prevail. However, non-submission of the electronic version of the Priced Bill of Quantities along with the Bid at Bid Opening will not result to rejection of the Bid.</p>
<b>ITB 18.2 (a)</b>	<p>The Employer’s address for the purpose of Bid submission is:</p> <p><b>[fill in]</b></p> <p>_____</p> <p>_____</p>
<b>ITB 18.2 (b)</b>	Name and Identification No. of the Contract is as given in <b>ITB 1.1</b> above in this sheet.
<b>ITB 19.1</b>	The deadline for submission of Bids shall be _____ <i>[time]</i> on _____ <i>[date]</i>

<b>ITB 21.1</b>	<p>The Bid Opening shall take place at: <b>[fill in]</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Date and Time of Bid Opening: _____</p>
<b>C. Post-Qualification and Award</b>	
<b>ITB 33.1</b>	<p>The Adjudicator shall be proposed by Employer at the time of contract award.</p> <p>The daily fee for this proposed Adjudicator shall be BZD _____ for the services and reimbursable expenses such as transportation, telecommunications and accommodation.</p> <p>If in the letter of Acceptance the Employer has not agreed on the appointment of the Adjudicator, the appointing Authority shall be the <b>Chamber of Commerce and Industry (CCI) of Belize.</b></p>
<b>ITB 35.2</b>	<p><b>The Address of Employer to send the complaints is:</b></p> <p>The Head of Procuring Entity</p> <p>_____ <b>[fill in]</b></p> <p>_____</p> <p>_____</p> <p>Fax: _____</p> <p>Email: _____</p>
<b>ITB 35.3</b>	<p>The representative of the Contractor-General is:</p> <p>_____</p> <p>_____ <b>[fill in]</b></p> <p>And also send the copy to:</p> <p>Ministry of Finance and Economic Development,</p> <p>_____ <b>[fill in]</b></p>

## SECTION III. GENERAL CONDITIONS OF CONTRACT

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## A. General

### 1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- 1.2 **Eligible** contractors, subcontractors, are those defined in the **SCC**
- 1.3 The **Contractor's Bid** is the completed Bidding Documents submitted by the Contractor to the Employer.
- 1.4 **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.5 The **Contract** is the Contract between the Employer and the Contractor as referenced in the **SCC**.
- 1.6 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.7 **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- 1.8 **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract.
- 1.9 **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- 1.10 The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 35 hereunder.
- 1.11 The **Contractor** is a person or corporate body defined in the **SCC**, whose Bid to carry out the Works has been accepted by the Employer.
- 1.12 The **Employer** is the party defined in the **SCC** who employs the Contractor to carry out the Works.
- 1.13 A **Sub-contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- 1.14 The Employer has been allocated **public funds** by Government of Belize.
- 1.15 The **Project Manager** is the person named in the **SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- 1.16 The **Contractor's Representative** is the person named in the **SCC** authorised to receive instructions on behalf of the Contractor. The Contractor's

Representative may be changed at the discretion of the Contractor by notifying the Project Manager in writing.

- 1.17 The **Start Date** is given in the **SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.18 The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works, as specified in the **SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- 1.19 **Days** are calendar days; **months** are calendar months.
- 1.20 The **Defects Liability Period** is the period named in the **SCC** and calculated from the Completion Date.
- 1.21 The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- 1.22 The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Clause 33.
- 1.23 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.24 **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC Clause 46.
- 1.25 **Compensation Events** are those defined in GCC Clause 45 hereunder.
- 1.26 **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.27 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.28 **Force Majeure** means an exceptional event or circumstance which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- 1.29 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.30 **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- 1.31 The **Site** is the area defined as such in the **SCC**.

- 1.32 **Site Investigation Reports** are those that were included in the Bidding Documents, listed in the **SCC** and are factual and interpretative reports about the surface and sub-surface conditions at the Site. The Contractor, in preparing the Bid, shall be understood to have relied on any Site Investigation Reports, supplemented by any information available at the time of bidding.
- 1.33 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- 1.34 A **Variation** is an instruction given by the Project Manager which varies the Works.
- 1.35 The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **SCC**.
- 1.36 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

## **2. Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement;
  - (2) Letter of Acceptance;
  - (3) Contractor's Bid;
  - (4) Special Conditions of Contract;
  - (5) General Conditions of Contract;
  - (6) Specifications;
  - (7) Drawings;
  - (8) Bill of Quantities; and
  - (9) Any other document listed in the **SCC** as forming part of the Contract.

## **3. Language and Law**

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

#### **4. Communications**

- 4.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to either the Project Manager or the Contractor's Representative indicated in **GCC Clauses 1.15 and 1.16**.

### **B. THE CONTRACTORS RIGHTS, OBLIGATIONS AND RESPONSIBILITIES**

#### **5. Contractor to Construct the Works**

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

#### **6. Works to be Completed by the Intended Completion Date**

- 6.1. The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and complete them by the Intended Completion Date.

#### **7. Liquidated Damages**

- 7.1. The Contractor shall pay liquidated damages to the Employer 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. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 7.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### **8. Temporary Works**

- 8.1. The Contractor shall be responsible for design of Temporary Works.
- 8.2. The Contractor shall obtain approval of the Project Manager and third parties (where required) to the design of the Temporary Works.

#### **9. Safety, Security and the Environment**

- 9.1. The Contractor shall:
  - a) Provide all warning signs and provide, erect, maintain and when no longer required remove all barricades, fencing, temporary roadways and footpaths, signs and lighting necessary for the effective protection of property, for traffic and for the safety of others;
  - b) At all times carry out the Works so as to prevent any damage to or pollution of the environment at the Site and any immediate adjoining



areas. In the event that damage to or pollution of the environment is a consequence of the Contractor's negligence in carrying out the Works, the Contractor shall at his expense make good the damage or pollution caused.

- 9.2. The Contractor shall use every reasonable means to prevent damage by the Contractor's equipment to any roads and bridges adjacent to or on route to the Site.
- 9.3. Where the Works are being carried out to a public highway, if instructed by the Project Manager, the Contractor shall provide periodic access for the public to the project road. Any additional work required to provide such access, shall be valued as a Variation under **GCC Clause 32**.
- 9.4. The Contractor shall take all reasonable steps to keep the Site and the Works in an orderly state, free from all rubbish and debris, and in such a condition as to avoid danger to persons and property.
- 9.5. The Contractor shall be responsible for the safety of all activities on the Site.

#### **10. Access to Site**

- 10.1. The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

#### **11. Discovery**

- 11.1. Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

#### **12. Instructions and Audit**

- 12.1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 12.2. The Contractor shall permit the Employer or the Government of Belize as indicated in the Bidding Documents to inspect the Contractor's accounts and records relating to the performance of the Contract, and to have them audited by auditors appointed by either one, the Employer or the Government of Belize.

#### **13. Personnel**

- 13.1. 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. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

- 13.2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating reasons and citing examples of a lack of professional competence or personal misconduct, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.
- 13.3. During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all Labour Laws applicable in Belize, including child labour related enactments, and other relevant rules, as referred to in **Clause 53** of these GCC.

#### **14. Sub-Contracting**

- 14.1. The Contractor may sub-contract to the limits and parties indicated in its Bid without the prior approval of the Project Manager. Sub-contracting outside of that specifically described in the Contractor's Bid shall require the Project Manager's prior written approval. The Contract may not be assigned to any other party. The Contractor shall be liable for the work of any and all Sub-Contractors employed by the Contractor.

#### **15. Other Contractors**

- 15.1. The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in **SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

#### **16. Contractor's Risks**

- 16.1. From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

#### **17. Insurance**

- 17.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **SCC** for the following events which are due to the Contractor's risks:

- loss of or damage to the Works, Plant, and Materials;
- loss of or damage to Equipment;
- loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- personal injury or death.

- 17.2. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date.

All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

17.3. Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

17.4. Both Parties shall comply with any conditions of the insurance policies.

17.5. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

## **18. Drawings and Manuals**

18.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them prior to the issue of the Certificate of Completion. If the Contractor does not supply the Drawings and/or manuals by the dates stated, or they do not receive the Project Manager’s approval, the Project Manager shall be entitled to withhold the return of the first portion of the retention monies described in **GCC Sub-Clause 46.2**.

## **19. Performance Security**

19.1. The Performance Security shall be provided to the Employer no later than 14 days after the Contractor’s receipt of the Letter of Acceptance and shall be issued in an amount and form described in the **SCC**. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion.

## **C. THE EMPLOYERS RIGHTS, OBLIGATIONS AND RESPONSIBILITIES**

### **20. Possession of Site**

20.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

### **21. The Project Manager’s Decisions**

21.1. Except where otherwise provided in **Clause 35**, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **22. Delegation**

22.1. The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## **23. Queries about the Contract**

23.1. The Project Manager will clarify queries on the Contract.

## **24. Licenses and Permits**

24.1. The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works. However obtaining the necessary permits, licenses and approvals shall be the sole responsibility of the Contractor unless the issue of such is at the discretion of the Employer. No delay in obtaining any permit, license or approval that was in force on the date of the invitation for Bids will be considered as a force majeure event.

## **25. Approval by the Project Manager**

25.1. All drawings, specifications and designs for works whether temporary or permanent prepared by the Contractor shall be subject to the prior approval of the Project Manager, who is to approve them if they comply with the Specifications and Drawings. Such approval if granted will in no way remove the Contractor's responsibility and liabilities for the design of such works.

## **26. Employer's Risks**

26.1. From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
  - i) the use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
  - ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor;
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

26.2. From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:

- A Defect which existed on the Completion Date;
- An event occurring before the Completion Date, which was not itself an Employer's risk, or
- The activities of the Contractor on the Site after the Completion Date.

## **D. CONTRACT MANAGEMENT**

### **27. Programme**

- 27.1. Within the time stated in the **SCC**, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 27.3. The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

### **28. Acceleration**

- 28.1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 28.2. If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

### **29. Suspension of Works**

- 29.1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

### **30. Management Meeting**

- 30.1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the

Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **31. Extension of Time**

- 31.1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 31.2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 14 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

### **32. Variations**

- 32.1 All Variations shall be included in updated Programmes produced by the Contractor.
- 32.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 32.3 When the works covered by such a Variation are on the critical path and the ordering is beyond seven (7) days, the time period beyond seven (7) days shall be added to the time for completion and be regarded as a delay ordered by the Project Manager in accordance with **GCC Sub-Clause 45.1(c)**.
- 32.4 If the work in the Variation corresponds with an item description in the Bill of Quantities and if the quantity of work is below the limit stated in **GCC Sub-Clause 40.3** or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes above the limit stated in **GCC Sub-Clause 40.3**, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 32.5 If the Variation is urgent and required to ensure the damage to the works, the site or its immediate environs, or affects the safety of any personnel present on the site, the Project Manager may decide that the urgency of varying the work would prevent a quotation being given and considered without delaying the

work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

### **33. Completion**

- 33.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works.
- 33.2 Within 14 days of the Contractor requesting a Certificate of Completion, the Project Manager shall either notify the Contractor that he considers that the Contractor has completed the Works stating the date accordingly or notify the Contractor of the remaining works to be completed.
- 33.3 The Employer shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a Certificate of Completion.

### **34. Early Warning**

- 34.1 A Party shall notify the other as soon as it is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.
- 34.2 The Contractor will promptly provide the Project Manager an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date.
- 34.3 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning when the Contractor was in a position to provide such warning.

### **35. Resolution of Disputes**

- 35.1 Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to an Adjudicator.
- 35.2 If the Employer and the Contractor are unable to reach mutual agreement on the appointment of the Adjudicator, the Belize Chamber of Commerce and Industry as the Appointing Authority, may be asked by either Party to provide the CVs of three available Adjudicators, none of whom will be nationals of the Contractor's country should that country be other than Belize. Each Party shall then strike off the name of one of the proposed Adjudicators and the remaining one shall be appointed.
- 35.3 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

- 35.4 The Adjudicator shall be paid by the hour at the rate proposed by the Belize Chamber of Commerce and Industry, together with reasonable expenses to cover accommodation, travel and communications as necessary. The cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either Party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither Party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 35.5 All disputes arising in connection with the present Contract that cannot be resolved to the satisfaction of either one of the Parties through adjudication may be referred to and settled under the Arbitration Act, Chapter 125 of the Laws of Belize, Revised Edition of 2000, by one or more Arbitrators appointed in accordance with the said Act. The ruling of the Arbitrator(s) shall be binding on both Parties.

## **E. QUALITY CONTROL**

### **36. Identifying Defects**

- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

### **37. Tests**

- 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

### **38. Correction of Defects**

- 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice. Any defect noticed by the Contractor shall be corrected by the Contractor before the expiry of the Defects Liability Period.
- 38.3 The Project Manager shall approve all corrected defects.
- 38.4 If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will correct it using a third party and the Contractor will pay this amount.



### **39. Cost of Repairs**

- 39.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **F. COST CONTROL**

### **40. Bill of Quantities**

- 40.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 40.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 40.3 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent (25%) and more than one percent (1%) of the contract value, the Parties shall agree upon an adjustment of the rate to allow for the change in accordance with the provisions for Variations.
- 40.4 The Project Manager shall not adjust rates for changes in quantities except with the prior approval of the Employer.

### **41. Taxes and Duties**

- 41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax, duties and other levies payable by the Contractor, provided such changes are not already reflected in the Contract Price.

## **G PAYMENTS TO THE CONTRACTOR**

### **42. Payment and Currency**

- 42.1 If so specified in the SCC, the amounts certified in each payment certificate will be adjusted, before deducting for Advance Payment, by applying the respective price adjustment factor to the payment amounts due in each currency.
- 42.2 Payment shall be made in Belize Dollars and in the proportion specified in SCC. The portion of the payment in other currency (if any) shall be made using the average exchange rate of selling and buying published by the Central Bank of Belize on the date of payment.

### **43. Advance Payment**

- 43.1 Should the Contractor request it, the Employer shall make advance payment to the Contractor of the amounts stated in the **SCC** within 28 days after the provision by the Contractor of an unconditional Bank Guarantee, in a form and by a Bank acceptable to the Employer, in amounts equal to the advance payment. The Guarantee shall remain effective until the Advance Payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interests will not be charged on the Advance Payment.
- 43.2 The Contractor is to use the Advance Payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for execution of the Contract. The Contractor shall demonstrate that Advance Payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 43.3 The Advance Payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the Advance Payment or its repayment in assessing valuations of work done, variations, price adjustments, compensation events, bonuses, or liquidated damages.

### **44. Payment Certificates**

- 44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 44.2 Within 14 days of its receipt, the Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 44.3 The value of work executed shall be determined by the Project Manager.
- 44.4 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of three percent (3%) per annum.
- 44.5 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment at the rate of three percent (3%) per annum. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

### **45. Compensation Events**

- 45.1 The following shall be Compensation Events:
- a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data;
  - b. The Employer modifies the Schedule of Activity in a way that affects the work of the Contractor under the Contract;
  - c. The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time;
  - d. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
  - e. The Project Manager unreasonably does not approve a subcontract to be let;
  - f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site;
  - g. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons;
  - h. Other contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
  - i. The Advance Payment is delayed;
  - j. The effects on the Contractor of any of the Employer's Risks;
  - k. The Project Manager unreasonably delays issuing a Certificate of Completion;
  - l. If the Contractor incurs cost as a result of any of the Employer's Risk events, the Contractor shall be entitled to the amount of such cost;
  - m. Other Compensation Events described in the Contract or determined by the Project Manager shall apply.
- 45.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased, and whether and by how much the Intended Completion Date shall be extended.
- 45.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project

Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

- 45.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's having not given early warning when it could have done so or not having cooperated with a reasonable instruction from the Project Manager.

#### **46. Retention**

- 46.1 The Employer shall retain ten percent (10%) from each payment due to the Contractor until Completion of the whole of the Works.
- 46.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
- 46.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee valid for one calendar month beyond the expiry of the Defects Liability Period.

#### **47. Final Payment**

- 47.1 Within 14 days after either the expiry of the Defects Notification Period, or the remedying of notified defects, or the completion of outstanding work, whichever is the later, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final Contract value.
- 47.2 The Project Manager shall issue a Defects Liability Certificate and certify any Final Payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

### **H TERMINATION**

#### **48. Frustration**

- 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. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this notice and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

#### **49. Default by the Contractor**

- 49.1 If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Project Manager or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.
- 49.2 If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may, by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind Materials and Plant and any Contractor's Equipment which, as the Employer instructs in the second notice, is to be used until the completion of the Works.
- 49.3 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

#### **50. Default by the Employer**

- 50.1 If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within seven (7) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.
- 50.2 If the default is not remedied within 28 days after the Project Manager's receipt of the Contractor's notice, the Contractor may, by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site.

#### **51. Parties' Right to Terminate**

- 51.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 51.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
- a. the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Project Manager;
  - b. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - c. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - d. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

- e. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f. the Contractor does not maintain a Security, which is required;
- g. the Contractor has delayed the completion of the Works by 100 days being the maximum amount of liquidated damages;
- h. if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

51.3. For the purpose of **GCC Sub-Clause 51.2(h)** :“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government of Belize, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of Belize of the benefits of free and open competition.

51.4 When either Party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under **GCC Sub-Clause 51.2** above, the Project Manager shall decide whether the breach is fundamental or not.

51.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.

51.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

51.7 If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Project Manager instructs in the notice is to be used until the completion of the Works.

## **52. Payment on Termination**

52.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, 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, as indicated in **GCC Sub-Clause 7.1**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

- 52.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less Advance Payments received up to the date of the certificate.
- 52.3 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:
- a) any sums to which the Contractor is entitled under **GCC 45.1**;
  - b) the Cost of his suspension and demobilisation;
  - c) any sums to which the Employer is entitled;
  - d) The net balance due shall be paid or repaid within 28 days of the notice of termination.

### **53. Labour Clause in Public Contracts**

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

(c) that all the labour conditions of the contract have been duly complied with.

53.5 The Contractor and Sub-Contractor shall recognise the freedom of their workpeople to be members of registered Trade Unions.

53.6 In event of any question arising as to whether the requirements of the Labour Clauses of the Contract are being observed, that question shall, if not otherwise disposed of, referred to the Labour Commissioner who shall take such steps as he may deem desirable to promote a settlement. In the event of no settlement being reached, the dispute shall be referred to Arbitration under any statute that may for the time being be provided by arbitration for the settlement of trade disputes.

53.7 The Contractor shall comply with Section 30 of the Workmen's Compensation Act, Chapter 303 of the Laws of Belize, Revised Edition 2000, to ensure that the workers employed by him for the execution of the contract are covered by a comprehensive insurance policy against accidents arising out of and during the course of such work. The Contractor must produce insurance policies taken out under the provisions of Section 30 of the said Workmen's Compensation Act for inspection by the Labour Commissioner as provided under the provisions of the said Act.

53.8 Any Contractor or Sub-Contractor who found to be breach of the provisions of Part XII of the Labour Act, Chapter 297 shall cease to be approved as a Contractor or Sub-Contractor for such period as the Labour Commissioner determines.



## SECTION IV. SPECIAL CONDITIONS OF CONTRACT

A. General	
<b>GCC 1.2</b>	The Contractor and all parties constituting the Contractor must not have been declared ineligible to participate in a Government contract by the Government of Belize.
<b>GCC 1.5</b>	Identification Number: _____ Contract Name: _____
<b>GCC 1.11</b>	Name of Contractor <b>[fill in]</b>
<b>GCC 1.12</b>	The Employer is <b>[fill in]</b>
<b>GCC 1.14</b>	For the purpose of this provision, “public funds” means any monetary resources appropriated to Procuring Entities under Government budget or other public source of funds.
<b>GCC 1.15</b>	The Project Manager is: <b>[fill in]</b>
<b>GCC 1.16</b>	The Contractor’s Manager is <b>[fill in]</b>
<b>GCC 1.17</b>	The Start Date shall be <b>no later than twenty eight (28) days upon receipt of Letter of Acceptance.</b>
<b>GCC 1.18</b>	The Intended Completion Date for the whole of the Works shall be <b>[fill in] calendar days from the Start Date.</b>
<b>GCC 1.20</b> <b>GCC 38.1</b>	The Defects Liability Period is <b>one year after completion of Works.</b>
<b>GCC 1.31</b>	The Sites for construction of buildings is as shown in the Drawings.
<b>GCC 1.32</b>	“None” or <b>[fill in]</b>
<b>GCC 1.35</b>	The Works consist of Construction of <b>[fill in]</b>
<b>GCC 2.2</b>	Sectional Completions are: <b>[fill in]</b>
<b>GCC 2.3 (9)</b>	The following documents also form part of the Contract: <b>[fill in]</b>
<b>GCC 3.1</b>	Replace as follows:  The language of the Contract is English and the laws governing are those in force in Belize.
B. The contractors rights, obligations and responsibilities	
<b>GCC 13.1</b>	Key Personnel: <b>[fill in]</b>
<b>GCC 15.1</b>	Schedule of other Contractors: <b>[fill in]</b>

<b>GCC 17.1</b>	The minimum insurance amounts and deductibles shall be:  (a) For the Works, Plant and Materials: <b>[fill in]</b>  (b) For loss or damage to Equipment: <b>[fill in]</b>  (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <b>[fill in]</b>  (d) For personal injury or death:  (i) of the Contractor's employees: <b>[fill in]</b>  (ii) of other people: <b>[fill in]</b>
<b>GCC 18.1</b>	The "as built" drawings should be submitted within 30 days after completion of the Works.
<b>GCC 19.1</b>	The Performance Security amount is <b>[fill in]</b> in the form of an unconditional (on demand) Bank Guarantee, in the form and wording shown in Section IX Security Forms. The currency shall be that of the Contract.
<b>D. Contract management</b>	
<b>GCC 27.1</b>	The Contractor shall submit for approval a Programme for the Works within <b>28</b> days from the date of the Letter of Acceptance.
<b>GCC 27.3</b>	The period between Programme updates is <b>[fill in]</b> calendar days.  The amount to be withheld for late submission of an updated Programme is <b>[fill in]</b>
<b>D. Payments to the Contractor</b>	
<b>GCC 42.1</b>	The Contract shall/shall not be subject to Price Adjustment <b>[fill in]</b>
<b>GCC 42.2</b>	Proportion of the currencies for Payment: In Belize Dollars: <b>100%</b>
<b>GCC 43.1</b>	The advance payment shall be to a <b>maximum of 10% of the Contract value</b> against submission of unconditional Bank Guarantee in the format prescribed in Section IX.
<b>GCC 44.1</b>	Payment shall be made on a lump sum basis upon fulfillment of the payment conditions as per the following schedules:  <b>[fill in]</b>
<b>GCC 44.2</b>	Within 14 days of its receipt the Project Manager shall check the Contractor's statement and certify the amount to be paid to the Contractor. <b>[fill in]</b>
<b>E. Special Clauses</b>	

<p><b>GCC 53. Labour Law  53.1</b></p>	<p><b>Respect of Basic Principles of the Labour Laws</b></p> <p>The Contractor shall conform to the Belize Labour Act (Revised Edition 2000) and Subsidiary Laws (Revised Edition 2003), the Workmen’s Compensation Act (Revised Edition 2000) as well as the International Labour Organization Convention Act (Revised Edition 2003). In particular, the Contractor shall in all circumstances respect the basic principles of these labour standards which are:</p> <ul style="list-style-type: none"> <li>a) the freely exercised right of the concerned workers, without distinction, to organise and to defend their interests as well as the protection of those workers who exercise their right to organise;</li> <li>b) prohibition of forced or compulsory labour in all its forms;</li> <li>c) equal remuneration for men and women for work of equal value;</li> <li>d) prohibition of employment of children below the age of 18 years, as the minimum age for employment permitted which by its nature could be hazardous to the health and safety of an adolescent;</li> <li>e) equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin.</li> </ul> <p><b>53.2      Decent Work Conditions for Infrastructure Works</b></p> <p><i>Information to workers:</i> All workers shall be provided with information contained in this Labour Clause to this contract and additionally the contractor shall inform the workers of the basis of payment under which they are engaged, that is, whether engaged on a daily wage or on piece work or task work, the expected output for the payment made and whether the worker is engaged as a skilled or unskilled worker.</p> <p><i>Safety, health and housing:</i> The Contractor is responsible for the health and safety of the workers and shall provide and maintain sufficient and hygienic house accommodation; sufficient supply of wholesome water; and sufficient and proper sanitary arrangements for every worker who resides at the place of employment. The Contractor shall maintain a register of all work-related accidents. The Contractor shall also be responsible for the evacuation of any injured worker to a hospital as a result of any work related accident.</p> <p><i>Engagement of labour:</i> Priority shall be given by the Contractor to hire locally available labour and where there is a surplus of applicants for such employment, the lottery system shall be utilised so as to ensure an equal employment opportunity for men and women. Where local workers are found available in sufficient numbers they shall be</p>
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<p><b>53.3</b></p>	<p>recruited from within 5 km of the actual worksite and new workers should be taken on as the project activities move ahead.</p> <p><i>Rates of wages:</i> The Contractor shall pay fair rates of wages, and observe reasonable conditions of labour not less favourable than those established in the trade or industry in the district where the work is carried out, or than those which are or would be paid and observed by the Government in the trade in the district where the work is carried out.</p> <p><i>Periodicity of wage payments:</i> The Contractor shall ensure that wages are paid in Belize Dollars in full and directly to the workers concerned at regular intervals, not less often than once a week in the case of workers whose wages are fixed by the hour or day or week; or once a fortnight in the case of workers whose wages are calculated solely on a piecework or output basis; or once a month in the case of workers whose wages are fixed on a monthly or annual basis.</p> <p><i>Default of Payment of wages:</i> In the event of default in payment in wages to any worker employed on the contract, by the Contractor and or his/her Sub-contractors, and if a claim with satisfactory proof is received by the Government Engineer, the Government Engineer may make a payment of such a claim out of the monies at any time payable under the contract and the amount so paid shall be deemed payments to the Contractor or subcontractor under the contract.</p> <p><i>Payment records:</i> The Contractor shall maintain complete sets of payment records, recording the names, ages and gender of the workers and the amounts paid. Such records shall be submitted together with progress payment claims made under the contract.</p>
<p><b>53.7</b></p>	<p><i>Workers compensation:</i> The Contractor is required to get a policy of insurance and shall be liable to pay compensation to any worker in the event of any work-related accident resulting in injury or death of the worker, in accordance with the Workmen’s Compensation Act (Revised Edition 2000). The Contractor shall also be liable for expenses of conveyance to place of treatment and for expenses of treatment under the same Act.</p> <p><i>Damages:</i> The Contractor shall be responsible to protect the public and his/her employees against accident from any cause and shall indemnify the Government of Belize against any claims for damages for injury to persons or property, and shall take steps to insure against any such claim.</p>

## **SECTION V. SPECIFICATIONS & PERFORMANCE REQUIREMENTS**

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without introducing deviations or conditionalities in their Tenders. In the context of Open Tendering, 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 works to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realised, responsiveness of Bidders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. Most specifications are normally written specially by the Employer or Engineer to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardising General Specifications for repetitive Works in recognised public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly used in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works. Such General Specifications are those issued by the specialised ministries/professional bodies in Belize and/or those of the International Standards Organisation (ISO).

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognised national standards should be used as much as possible. Where other particular standards are used, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC or General Specifications.

#### **Sample Clause: Equivalence of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

*[These notes for preparing Specifications are intended only as information for the Employer or the person drafting the Tender documents. They should not be included in the final documents.]*

## **SECTION VI. DRAWINGS**

*[Insert here a list of Drawings]*

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

## SECTION VII. BILL OF QUANTITIES

### Notes on the Bill of Quantities

*[These notes for preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Tender documents. They should not be included in the final documents.]*

#### Objectives

The objectives of the Bill of Quantities (BOQ) are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bidders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced BOQ for use in the periodic valuation of the Works executed.

In order to attain these objectives, Works should be itemised in the BOQ in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances, which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the BOQ should be as simple and brief as possible.

#### Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the BOQ, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) a list of the various classes of labour, materials, and construction plant for which basic Daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis;
- (b) nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Tender. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as future needs arise. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Engineer's).

The estimated cost of specialised work to be carried out, or of special goods to be supplied by other Contractors, should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialised Contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist Contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### **Correction of Errors**

If in preparing its Tender, the Bidder has made errors in the unit price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is suitably initialled by the authorised person of the Bidder and that a statement shall be made as to the total number of corrections made, at the end of the priced Bill of Quantities.

*The Employer must ensure that the following note is added at the end of every Bill of Quantity:*

“This Bill of Quantity contains *[state number]* corrections or errors, duly initialled and signed by the authorised person of the Bidder”.



## Bill of Quantities

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

We agree that the unit rates quoted above will be used to determine the price for any additional scope or works as instructed and approved by the Project Manager.

Name, Title and Signature of Bidder's authorised representative:

\_\_\_\_\_

Seal:.....

Date:.....

# SECTION VIII. FORMS OF BID, QUALIFICATION INFORMATION, LETTER OF ACCEPTANCE, AND AGREEMENT

*(The Bidder shall fill in and submit this Bid form with the Bid.)*

## 1. CONTRACTOR'S BID

[Date]

Identification No. and Title of Contract:

**To:**

The Head of the Procuring Entity

Having examined the Bidding Documents, including addenda, we offer to execute the Contract of Construction \_\_\_\_\_ *[insert brief description of Works]* in accordance with the GCC accompanying this Bid for the Contract Price of \_\_\_\_\_ *[insert Belize Dollar amount in numbers]*, \_\_\_\_\_ *[insert Belize Dollar amount in words]*

The advance payment required is \_\_\_\_\_ *[insert Belize Dollar amount in numbers]*, \_\_\_\_\_ *[insert Belize Dollar amount in words]* (please note that the maximum advance payment is 10% of the contract value against submission of unconditional Bank Guarantee in the format prescribed in Section IX)

We understand that the Adjudicator shall be proposed by the Employer at the time of Contract award.

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

We hereby confirm that this Bid complies with the Bid validity and, if required, the Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We have no conflict of interest in accordance with ITB Clauses 4.2 and 4.3.

Our firm, its affiliates or subsidiaries including any Sub-contractors or Suppliers for any part of the Contract, have not been declared ineligible by the Government of Belize, in accordance with ITB Clause 3.1 (c).

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

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

Name and address of Agent	Amount and Currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorised Signature and Date: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_

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

**2. STATEMENT ON ETHICAL CONDUCT AND FRAUD AND CORRUPTION**

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

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

Authorised Signature and Date: \_\_\_\_\_

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

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

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



1.5 Qualifications and experience of key personnel proposed for the administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 6.1(g) and GCC Sub-Clause 13.1]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a) Contract Manager			
(b) Bridge Engineer			

1.6 Proposed sub-contracts and firms involved. Refer to ITB Sub-Clause 6.1(l) and GCC Clause 14.1.

Sections of the Works	Value of Sub-contract	Sub-contractor (name and address)	Experience in similar work
(a)			
(b)			

1.7 Access to financial resources to meet the qualification requirements, cash in Bank account, lines of credit, etc., exclusively for the proposed contract. Refer to ITB Sub-Clause 6.1(i). List below and attach supporting evidence, e.g. letter from the Bidder's Bank certifying the availability of the required amount in the Bidder's Bank account and confirming that such funds have been set aside exclusively for the proposed contract, or letter from the Bidder's bank certifying that a credit line for the required amount has been established for the Bidder exclusively for the proposed contract. The Bank letters should explicitly indicate the name of the proposed Contract and the amount that is at the disposal of the Bidder for the Contract.

Amount in Bank, set aside exclusively for the proposed Contract. Attach evidence.	Amount of Credit Line from Bank, exclusively for the proposed Contract. Attach evidence.	Any other liquid assets, set aside exclusively for the proposed Contract. Specify amount and attach evidence.	Total liquid assets available and set aside exclusively for the proposed Contract.

- 1.8 Financial reports for the last 5 years: balance sheets, profit and loss statements, auditors' reports, etc. *[List below and attach copies.]*
- 1.9 Name, address, and telephone, telex, and facsimile numbers of Banks that may provide references if contacted by the Employer.
- 1.10 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.11 Proposed Programme (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
  - 2.2 The information in 1.11 above shall be provided for the joint venture.
  - 2.3 Attach the power of Attorney of the signatory(ies) of the Bid authorising signature of the Bid on behalf of the joint venture.
  - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
    - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (b) one of the partners shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS.



#### 4. LETTER OF ACCEPTANCE

*(The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 30 and 31. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after the evaluation of Bids has been completed, subject to any review by the Contractor-General.)*

*[Letterhead paper of the Employer]*

*[insert date]*

Identification No. and Title of Contract: \_\_\_\_\_

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated \_\_\_\_\_ *[insert date]* for execution of the \_\_\_\_\_ *[insert description]* for the Contract Price of Belize Dollars of \_\_\_\_\_ *[insert amount in numbers and words]* as corrected and modified<sup>1</sup> in accordance with the Instructions to Bidders is hereby accepted by our Employer.

*[insert one of the following (a) or (b) options]*

(a) We accept that *[insert name proposed by Bidder]* be appointed as the Adjudicator.

(b) We do not accept that *[insert name proposed by Bidder]* be appointed as Adjudicator, and by sending copy of this letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 33.1.

You are hereby instructed to: (a) proceed with the execution of the said Works in accordance with the Contract Documents; (b) sign and return the attached Contract Documents; and (c) forward the performance security pursuant to ITB Clause 31.1, i.e., within 14 days after receipt of this Letter of Acceptance, and pursuant to GCC Clause 19.1.

Authorised Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

Attachment: Agreement

<sup>1</sup> Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

## 5. AGREEMENT

*(The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB Clause 25), acceptable deviations (ITB Clause 26), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.)*

This Agreement, made the \_\_\_\_\_[insert day] day of \_\_\_\_\_[insert month], \_\_\_\_\_[insert year] between the Government of Belize, acting through the \_\_\_\_\_[insert name and address of Employer] (hereinafter called “the Employer”) and \_\_\_\_\_[insert name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ [insert name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works, and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works, and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Contractor shall be exempt from payment of General Sales Tax (12.5%) for all goods and services to be supplied to the Government of Belize under this contract in accordance with SI #38 of 2010 (Fourth Schedule to the GST Act) which came into effect as April 1<sup>st</sup>, 2010.

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

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

Seal of [Employer]

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

in the presence of:

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

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

Seal of [Contractor]

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

in the presence of:

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

## **SECTION IX. SECURITY FORMS**

*Acceptable forms of Bid-Securing Declaration, Performance, and Advance Payment Securities are provided in this Section IX. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities. However, the Bid-Securing Declaration should be completed and provided along with the Bid.*

## 1. BID-SECURING DECLARATION

*(The Bidder shall fill in this form on company letterhead in accordance with the instructions indicated in brackets.)*

Date: *[insert date]*

Name of contract:

Contract Identification N°:

Invitation for Bid No.:

To:

The Head of the Procuring Entity *[insert entity name and address]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.
2. We accept that we shall 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 we are in breach of our obligation(s) under the Bid conditions, because we:
  - (a) have withdrawn our Bid during the period of Bid validity specified by us in the Bid Form; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract Form, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand that this Bid-Securing Declaration shall expire:
  - (a) if we are the successful Bidder, upon receipt of copies of the Contract signed by us and of the Performance Security provided by us; or
  - (b) if we are not the successful Bidder, upon the earlier of -
    - (i) our receipt of a copy of your notification to us that we were unsuccessful; or
    - (ii) thirty days after the expiration of our bid.

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

Signed \_\_\_\_\_ *[insert signature of authorised representative]*

In the Capacity of \_\_\_\_\_ *[insert title]*

Name \_\_\_\_\_ *[insert printed or typed name]*

Duly authorised to sign the Bid for and on behalf of

\_\_\_\_\_ *[insert authorising entity]*

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

## 2. PERFORMANCE BANK GUARANTEE

(Unconditional)

*(The Bank issuing the Guarantee shall fill in this form on the Bank's letterhead in accordance with the instructions indicated in brackets)*

*[insert Bank's name and address of issuing branch or office]*

### **Beneficiary:**

Name of Procuring Entity

**Date:** *[insert date]*

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

We have been informed that \_\_\_\_\_ *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert number]*, dated \_\_\_\_\_ *[insert date]*, with you, for the execution of Construction of \_\_\_\_\_ *[insert brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we \_\_\_\_\_ *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[insert amount in figures, in Belize Dollar]* (\_\_\_\_\_ *[insert amount in words]*<sup>1</sup>), upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall remain valid and in full effect until thirty (30) days after the date of issuance of the Certificate of Completion, calculated based on a copy of such Certificate which shall be provided to us, or on the \_\_\_\_ *[insert number]* day of \_\_\_\_ *[insert month]*, \_\_\_\_ *[insert year]*<sup>2</sup>, whichever occurs first. Consequently, any

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<sup>1</sup> The Guarantor (Bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract denominated in Belize Dollars.

<sup>2</sup> Insert the date thirty days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee."

demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

*[Name, title, and signature(s) of authorised representative(s) of the Bank]*



### 3. BANK GUARANTEE FOR ADVANCE PAYMENT

*(The Bank issuing the Guarantee shall fill in this form on the Bank's letterhead in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract.)*

\_\_\_\_\_

\_\_\_\_\_

*[insert Bank's name, and address of issuing branch or office]*

**Beneficiary:**

The Head of the Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

*[insert details]*

**Date:** *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*

We have been informed that \_\_\_\_\_ *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert number]* dated \_\_\_\_\_ *[insert date]* with you, for the execution of Construction of \_\_\_\_\_ *[insert description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an Advance Payment Guarantee in the sum or sums indicated below.

At the request of the Contractor, we \_\_\_\_\_ *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_ *[insert amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilisation in respect of the Works.

It is a condition for any claim and payment under this Guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ *[insert account number]* at \_\_\_\_\_ *[insert name and address of Bank]*.

\_\_\_\_\_

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the Advance Payment and denominated in the currency(ies) of the Advance Payment as specified in the Contract.*

The maximum amount of this Guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until you receive full repayment of the same amount from the Contractor, or on the \_\_\_\_\_ [insert number] day of \_\_\_\_\_ [insert month], \_\_\_\_\_ [insert year]<sup>2</sup>, whichever is earlier. Consequently, any demand for payment under this Guarantee must be received by us at this office on or before that date.

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

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

*[insert name, title, and signature(s) of authorised representative(s) of Bank]*

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the Time for Completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*