



*Ministry of Finance
Central Executing Unit*

THE SUPPLY AND DELIVERY OF VEHICLES

PICKUP TRUCKS

Ministry of Agriculture, Food Security, and Enterprises (MAFSE)

National Competitive Bidding (NCB)

Project: Sustainable and Inclusive Belize

Loan Number: 5583/OC-BL

RFB No: BL-L1041-P00048

Issued on: February 4, 2025

Latest Date for Submission: February 18, 2025, at 11:00 a.m. (local time)

Funding Source: Inter-American Development Bank (IDB)

Introduction

This Standard Bidding Document is intended for the procurement of goods

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Goods to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular procurement.
- (b) The Employer shall prepare the Instructions to the Bidders (ITB) (Section I), Chart of Evaluation (Section II), Special Conditions of Contract (Section VI), and Sections VII, VIII, IX which deal with Specifications, Drawings and the Forms of Contract of Section X, before issuing this Bidding Document.

The Employer should read and/or provide the information specified in the italicized notes inside brackets. In the few instances where the Bidder is requested to provide information, the note specifies it. **The footnotes and notes for the Employer are not part of the text; they should not be incorporated in the Bidding Document issued to the bidders.**

- (c) Modifications to meet specific Project or Contract needs should be provided only in the paragraphs marked on gray color of the Section I, Instructions to the Bidders (ITB) and in the Section VIII Special Conditions of Contract.

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PART 1 – Bidding Procedures

Section I – II
Instructions to the Bidders (ITB) & Bid Data

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Bidder Check list for submission documents:

	Document	YES	NO
1	Completed Section V: Letter of Bid		
2	Completed Section V: Bidders Information Form		
3	Completed Section V: Bidders JV's member Information Form (If applicable)		
4	Completed Section V: Prices and Schedules Forms		
5	Completed Section V: Price Schedule: Goods to be Imported (If Applicable)		
6	Completed Section V: Price Schedule: Goods already imported (If Applicable)		
7	Completed Section V: Price & Completion Schedule-Related Services		
8	Completed Section VI: Form of Bid Securing Declaration		
9	Completed Section VI: List of Goods and Delivery Schedule		
10	Completed Section VI: Technical Specification (Required and Offered)		
11	Availability of Stock of Spare Parts		
12	Technical Assistance And Maintenance		
13	Manufacturer's Authorization		
14	Document demonstrating Financial Capacity		
15	Proof of Experience & Technical Capacity		
16	Pictures and brochures for items quoted		
17	Warranty Certificate Statement		
18	Certificates of Good Standing from Belize Companies and Corporate Affairs Registry, Belize Tax Service and Belize Social Security (within the last 12 months)		
19	Copy of Articles of Incorporation(or equivalent document of association) and/or registration document of the legal entity		
20	Authorization to Sign or a Power of Attorney		

SECTION I. INSTRUCTIONS TO THE BIDDERS (ITB)

A. General

1. Scope of Bid	1.1 The Purchaser indicated below, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto (or for leasing of assets if so specified below) as specified in Section VI, “Schedule of Requirements”. The name and identification number of this National Competitive Bidding (NCB) procurement are specified below. The name, identification, and number of lots of are provided below .										
	<ul style="list-style-type: none"> • <i>The reference number of the Request for Bids (RFB) is: BL-L1041-P00048</i> • <i>The Purchaser is: The Government of Belize through the Ministry of Finance.</i> • <i>The name of the RFB is: The Supply and Delivery of Vehicles – MAFSE</i> • <i>The number and identification of lots (contracts) comprising this RFB is: 1</i> 										
	<table border="1"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Item</th> <th style="text-align: center;">Brief Description</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Lot #</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Pickup truck</td> <td>4 x 4 Double Cab</td> <td style="text-align: center;">2</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	No.	Item	Brief Description	Quantity	Lot #	1	Pickup truck	4 x 4 Double Cab	2	1
	No.	Item	Brief Description	Quantity	Lot #						
	1	Pickup truck	4 x 4 Double Cab	2	1						
	<i>Bidders shall submit bids comprising the whole lot (all the items in one contract)</i>										
1.2 Throughout this bidding document: <ol style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified in ITB 1.3, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. 											
1.3 If specified below , the Purchaser intends to use the electronic-procurement system indicated below to manage the aspects of this procurement process specified below ¹ . <i>The Purchaser shall not use any electronic-procurement system to manage this RFB.</i>											
1.4 If specified below , this bidding document may be used to the procurement of second-hand goods but may not be combined with the procurement of new goods.											
N/A											

¹ In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 3.21 of the Procurement Policies GN-2349-15

<p>2. Source of Funds</p>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified below has applied for or received financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called “the Bank”) toward the cost of the project named below. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> <p style="text-align: center;"> <ul style="list-style-type: none"> • <i>The Borrower is: Government of Belize</i> • <i>Loan amount: Fifteen million US Dollars (US \$15M)</i> <i>The name of the Project is: Sustainable and Inclusive Belize</i> </p> <p>2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Contract), and will be subject in all respects to the terms and conditions of that Loan Contract. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds.</p>
<p>3. Prohibited Practices</p>	<p>3.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.</p> <p>(a) For the purposes of this provision, the definitions of Prohibited Practices are as follows:</p> <p>(i) “<i>corrupt practice</i>” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) “<i>fraudulent practice</i>” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or</p>

	<p>attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “<i>collusive practice</i>” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(iv) “<i>coercive practice</i>” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “<i>obstructive practice</i>” is</p> <ul style="list-style-type: none"> (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation; (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under ITB 3.1(f) below or access to information; and <p>(vi) “<i>misappropriation</i>” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard.</p> <p>(b) If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, <i>inter alia</i>, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:</p> <ul style="list-style-type: none"> (i) not finance any proposal to award a contract for works, goods or services, and consulting services; (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice; (iii) declare misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, <i>inter alia</i>, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable; (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
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	<ul style="list-style-type: none"> (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources; (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility); (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or (viii) refer the matter to appropriate law enforcement authorities. <p>(c) The provisions of ITB 3.1(b)(i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.</p> <p>(d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.</p> <p>(e) Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.</p> <p>(f) The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors,</p>
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	<p>consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.</p> <p>(g) If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.</p> <p>3.2 By submitting bids bidders and proposers represent and warrant:</p> <p>(a) that they have read and understood the Bank's definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;</p> <p>(b) that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;</p> <p>(c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;</p> <p>(d) that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank</p>
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	<p>(e) that all commissions, representative or agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and</p> <p>(f) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in ITB 3.1 (b).</p>
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. Section IV, "Eligible Countries" of this document establishes the Bank's member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank's member country and the goods to be supplied under the Contract are not eligible:</p> <p>(a) if as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods required; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Belize prohibits any imports of goods from that country or any payments to persons or entities in that country.</p> <p>4.2 A Bidder, included in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents should not have conflicts of interest unless the conflict has been resolved in a manner acceptable to the Bank. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <p>(a) directly or indirectly controls² another Bidder, is controlled directly or indirectly by another Bidder, or is controlled together with another Bidder by a natural or legal entity in common; or</p> <p>(b) receives or has received any direct or indirect subsidy from another Bidder; or</p> <p>(c) has the same legal representative as another Bidder for the purpose of this bidding process; or</p> <p>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or</p> <p>(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and related Services that are the subject of the Bid; or</p>

² Control means the power to, directly or indirectly, direct or cause the direction of the management and policies of the companies or projects, whether through the ownership of voting shares, by contract or otherwise. It could include majority ownership of voting shares, other control mechanisms (such as "golden shares", veto rights or shareholders' agreements requesting special majorities) or, in the case of investment fund financing, the control exercised by a general partner or fund manager. Control will be determined in the context of each specific case.

	<p>(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; or</p> <p>(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified below in reference to ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(h) has a close³ family or financial relationship or past or future employment with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.</p>
	<p>4.3 A Bidder is not eligible whose subcontractors, suppliers, consultants, manufacturers or service providers that intervene in any part of the Contract (including, in all cases, the respective directors, officers, principal shareholders, proposed personnel and agents) are subject to a temporary suspension or disqualification imposed by the IDB, or a disqualification imposed by the IDB pursuant to an agreement for the recognition of disqualification decisions signed by the IDB and other development banks. The list of such ineligible firms and individuals is at the Bank's website (www.iadb.org/integrity).</p>
	<p>4.4 A firm that is a Bidder (either individually or as a Joint Venture, Consortium or Association ("JVCA") member) shall not participate as a Bidder or as JVCA member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid. Unless specified below, there is no limit to the number of members of a JV</p>
	<p>Maximum number of members in the Joint Venture (JV) shall be: <i>1</i></p>
	<p>4.5 Government-owned entities in Belize shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.</p>
	<p>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as a result of non-compliance with a Bid-Securing Declaration.</p>
	<p>4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>

³ A close relationship should be understood as being related up to the fourth degree of relationship by blood (consanguinity) or by adoption, or up to the second degree of relationship by marriage or domestic partnership (affinity).

5. Eligible Goods and Related Services	5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank's member country in accordance with Section IV, "Eligible Countries," except in the case indicated in ITB 4.1 (a) and (b).
	5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
	5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
	5.4 The criteria to determine the origin of the goods and services has been established in the Section IV, "Eligible Countries."

B. Contents of Bidding Document

6. Sections of Bidding Document	6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART 1 Bidding Procedures <ul style="list-style-type: none"> • Section I - Section II Instructions to Bidders (ITB) Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligible Countries PART 2 Supply Requirements <ul style="list-style-type: none"> • Section VI - Schedule of Requirements PART 3 Contract <ul style="list-style-type: none"> • Section VII & VIII - General & Special Conditions of Contract (GCC) • Section IX - Contract Forms
	6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
	6.3 The Purchaser is not responsible for the completeness of the bidding document and their addendum, if they were not obtained directly from the Purchaser.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid.

<p>7. Clarification of Bidding Document</p>	<p>7.1 A prospective Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified below. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the bidding document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2. If so specified below, the Purchaser will also publish the responses without delay on the website specified below.</p> <p>For Clarification of Bid purposes, the Purchaser's address is: Attention: Trudy Joseph, Procurement Specialist Address: <i>Ministry of Finance, Sir Edney Cain Building,</i> Floor/Room number: <i>2nd floor</i> City: <i>Belmopan City</i> Country: Belize Telephone: <i>501-822-4106</i> Electronic mail address: <i>tjoseph.ceu@cpu.mof.gov.bz</i></p>
<p>8. Amendment of Bidding Document</p>	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the bidding document by issuing addendum.</p> <p>8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document directly from the Purchaser.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2.</p>

C. Preparation of Bids

<p>9. Cost of Bidding</p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<p>10. Language of Bid</p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p>11. Documents comprising the Bid</p>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid prepared in accordance with ITB 12; (b) Price Schedules: completed in accordance with ITB 12 and ITB 14; (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1; (d) Alternative Bid: if permissible, in accordance with ITB 13;

	<p>(e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</p> <p>(f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</p> <p>(g) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</p> <p>(h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;</p> <p>(i) Conformity: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and</p> <p>(j) any other document required below.</p> <p>Certificates of Good Standing from Belize Companies and Corporate Affairs Registry, Belize Tax Service and Belize Social Security within the last twelve (12) months.</p>
12. Letter of Bid and Price Schedules	12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section V, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	<p>13.1 Unless otherwise specified below, alternative Bids shall not be considered.</p> <p style="text-align: center;">Alternative Bids <i>shall not be</i> considered.</p>
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified below. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if specified below, 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.</p> <p style="text-align: center;">The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.</p>

	<p>14.6 If specified in ITB 1.1, Bids shall comprise all the items of the lot or individual items. Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable in each case.</p>
	<p>14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified below.</p>
	<p>The Incoterms edition is: <i>Incoterms 2020 – CIP modality.</i></p>
	<p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section V, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section IV, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section IV, Eligible Countries. Prices shall be entered in the following manner:</p> <ul style="list-style-type: none"> (a) For Goods manufactured in Belize: <ul style="list-style-type: none"> (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any Belize's sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified below. (b) For Goods manufactured outside Belize, to be imported: <ul style="list-style-type: none"> (i) the price of the Goods, quoted CIP named place of destination, in Belize, as specified below; (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified below; (c) For Goods manufactured outside Belize, already imported: <ul style="list-style-type: none"> (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported; (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

	<p>(iv) any Belize's sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(i) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified below.</p> <p>(ii) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
	<p>(ITB 14.8 (a) (iii); (b) (ii) y (c) (v)) Final Destination (Project Site): Procurement Unit, Belmopan</p>
	<p>(ITB 14.8 (b) (i) y (c) (v)) Place of destination: <i>Ministry of Finance, Belmopan</i></p>
15. Currencies of Bid and Payment	<p>15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in Belize Dollar the portion of the Bid price that corresponds to expenditures incurred in Belize Dollar, unless otherwise specified below.</p>
	<p>The Bidder is required to quote Belize Dollar the portion of the Bid price that corresponds to expenditures incurred in that currency.</p>
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	<p>16.1 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to Belize Dollar.</p>
	<p>16.2 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section V, Bidding Forms.</p>
	<p>16.3 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.</p>
	<p>16.4 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VI, Schedule of Requirements.</p>
	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>up to end of warranty period based on specifications</i></p>
	<p>16.5 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during</p>

	the period specified below following commencement of the use of the goods by the Purchaser.
	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>up to end of warranty period based on specifications</i>
	16.6 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence to internationally accepted standards and comply with, or are superior to, those specified in the Section VI, "Schedule of Requirements."
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V, "Bidding Forms."
	17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction; (a) that, if required below , a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Belize;
	Manufacturer's authorization is: <i>required</i>
	(b) that, if required below , in case of a Bidder not doing business within Belize, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
	After sales service is: <i>required</i>
	(c) that the Bidder meets each of the qualification criterion specified in Section III, "Evaluation and Qualification Criteria."
18. Period of Validity of Bids	18.1 Bids shall remain valid for the Bid Validity period specified below . The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	The Bid validity period shall be 120 days counted from the date of bid submission.

	<p>18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.</p>
	<p>18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:</p>
	<p>(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified below;</p>
	<p>The Bid price shall be adjusted by the following factor(s): <i>N/A</i></p>
	<p>(b) in the case of adjustable price contracts, no adjustment shall be made;</p> <p>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</p>
<p>19. Bid Security</p>	<p>19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified below, in original form and, in the case of a Bid Security, in the amount and currency specified below.</p>
	<p><i>A Bid-Securing Declaration shall be required.</i></p>
	<p>19.2 Only if a Bid Security is specified pursuant to ITB 19.1, the Bid Securing Declaration shall use the form included in Section V, Bidding Forms.</p>
	<p>19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <p>(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);</p> <p>(b) an irrevocable letter of credit;</p> <p>(c) a cashier's or certified check; or</p> <p>(d) another security specified below,</p> <p>from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside Belize, the issuing non-bank financial institution shall have a correspondent financial institution located in Belize to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section V, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p>
	<p>Other types of acceptable securities: <i>None</i></p>

	<p>19.4 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB 19.1, shall be rejected by the Purchaser as non-responsive.</p> <p>19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security.</p> <p>19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.</p> <p>19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance; or (ii) furnish a Performance Security <p>19.8 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 into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 11.2</p> <p>19.9 If a Bid Security is not required pursuant to ITB 19.1, and</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or (b) if the successful Bidder fails to: sign the Contract in accordance; or furnish a performance security; <p>the Borrower may, if provided for below, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated below</p> <p>If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of 2 years.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number specified below and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In addition to the original of the Bid, the number of copies is: 1</p> <p>In addition to the printed copies, the bidder shall submit a digital copy of its proposal in non-editable format (PDF) after the official bid opening has taken place.</p>

	<p>All hardcopy documents must be securely bound or stapled; failure to do so may result in rejection.</p> <p>The lack of the digital copy will not disable the bid.</p>
	<p>20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified below and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p>
	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Authorization Letter and Power of Attorney (certified by a Notary public or Justice of the peace) notifying that the bidders' representative will be responsible on behalf of the bidder.</i></p>
	<p>20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p>
	<p>20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid</p>

D. Submission and Opening of Bids

<p>21. Sealing and Marking of Bids</p>	<p>21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:</p> <ul style="list-style-type: none"> (a) in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and (b) in an envelope marked “Copies”, all required copies of the Bid; and, (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant: <ul style="list-style-type: none"> (i) in an envelope marked “Original -Alternative”, the alternative Bid; and (ii) in the envelope marked “Copies – Alternative Bid” all required copies of the alternative Bid.
	<p>21.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 22.1; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening.
	<p>21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.</p>

<p>22. Deadline for Submission of Bids</p>	<p>22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified below. When so specified below, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified below.</p>
	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is: Attention: <i>Trudy Joseph, Procurement Specialist</i> Street Address: <i>Ministry of Finance, Sir Edney Cain Building</i> Floor/ Room number: <i>2nd floor</i> City: <i>Belmopan</i> Country: Belize The deadline for Bid submission (and/or withdrawals, substitutions or modifications) is: Date: <i>February 18, 2025</i> Time: <i>11:00am (local time)</i> Bidders: <i>shall not</i> have the option of submitting their Bids electronically.</p>
	<p>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>23. Late Bids</p>	<p>23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>24. Withdrawal, Substitution, and Modification of Bids</p>	<p>24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p>
	<p>(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22</p>
	<p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p>
	<p>24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>

25. Bid Opening	<p>25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified below in the presence of Bidders' designated representatives and anyone who chooses to attend Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified below.</p>
	<p>The Bid opening (and reading of withdrawals, substitutions or modifications to Bids, if any) shall take place at: Street Address: <i>Ministry of Finance, Sir Edney Cain Building</i> Floor/ Room number: <i>2nd floor</i> City: <i>Belmopan</i> Country: Belize Date: <i>February 18, 2025</i> Time: <i>11:10am (local time)</i> Link: To be requested from <i>tjoseph.ceu@cpu.mof.gov.bz</i></p>
	<p>25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p>
	<p>25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p>
	<p>25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.</p>
	<p>25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.</p>
<p>25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified below.</p>	

	<p>The Letter of Bid and Price Schedules shall be initialed by 1 (one) representatives of the Purchaser conducting Bid opening.</p> <p>Each Bid shall be initialed by the representative and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser.</p>
	25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1)
	<p>25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the Bid Price, per lot (contract); or the BID price per item in accordance with ITB 1.1, including any discounts (c) any alternative Bids; (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
	25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality	26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information of the Award of the Contract is transmitted to all Bidders.
	26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
	26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.
27. Clarification of Bids	27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.
	27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "<i>Deviation</i>" is a departure from the requirements specified in the bidding document;

	<p>(b) “<i>Reservation</i>” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</p> <p>(c) “<i>Omission</i>” is the failure to submit part or all of the information or documentation required in the bidding document.</p>
29. Determination of Responsiveness	29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
	29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
	29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation or reservation, or omission.
	29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
30. Nonconformities, Errors and Omissions	30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
	30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.
	30.4 If in accordance with ITB 1.1 bids shall comprise the whole lots (all the items), an incomplete Bid (one or more items missing) will be rejected.

31. Correction of Arithmetical Errors	<p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	<p>31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.</p>
32. Conversion to Single Currency	<p>32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified below.</p>
	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <i>Belize Dollars (BZD)</i> The source of exchange rate shall be: <i>Central Bank of Belize</i> The date for the exchange rate shall be: <i>February 18, 2025</i></p>
33. Margin of Preference	<p>33.1 Unless otherwise specified below, a margin of preference shall not apply.</p>
	<p>A margin of domestic preference <i>shall not</i> apply.</p>
34. Evaluation of Bids	<p>34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, "Evaluation and Qualification" criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost as stated in ITB 35.1
	<p>34.2 To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation will be done for Items or Lots, as specified below; and the Bid Price as quoted in accordance with ITB 14;
	<p>Evaluation will be done for Lots (one contract for all the items) Bids will be evaluated by the whole items that comprise the lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the price calculated as stated in ITB 30.3 will be added to the Bid price and the</p>

	<p>equivalent total cost of the Bid so determined will be used for price comparison.</p> <p>a) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;</p> <p>b) price adjustment due to discounts offered in accordance with ITB 14.4;</p> <p>c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;</p> <p>d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;</p> <p>e) the additional evaluation factors are specified in Section III, "Evaluation and Qualification Criteria."</p> <p>34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p> <p>34.4 Whether this bidding document allows Bidders to quote separate prices for each items (one contract per item) or for the whole lot (all the items in one contract) the methodology to determine the lowest evaluated cost of, is specified in Section III, "Evaluation and Qualification Criteria."</p> <p>34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:</p> <p>(a) in the case of Goods manufactured in Belize, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(b) in the case of Goods manufactured outside Belize, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</p> <p>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.</p> <p>34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified below from amongst those set out in Section III, "Evaluation and Qualification Criteria."</p> <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, "Evaluation and Qualification Criteria:"</p> <p>(a) deviation in Delivery schedule: No</p> <p>(b) the cost of major replacement component, mandatory spare parts, and service: No</p> <p>(c) the availability in Belize of spare parts and after-sales services for the equipment offered in the Bid: No</p> <p>(d) the performance and productivity of the equipment offered; No</p>
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35. Comparison of Bids	35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within Belize, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
36. Abnormally Low Bids	<p>36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.</p>
37. Qualification of the Bidder	<p>37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the Most Advantageous Bid and substantially responsive Bid, meets the qualifying criteria specified in Section III, "Evaluation and Qualification Criteria."</p> <p>37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.</p> <p>37.3 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 Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next Most Advantageous Bid cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38.1 The Purchaser 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 Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders
39. Increase or Decrease in Quantity	39.1 The Purchaser reserves the right to increase or decrease the quantities to purchase as follows: N/A

#	Name of the item	The maximum percentage by which quantities may be increased is:	The maximum percentage by which quantities may be decreased is:
<u>1</u>	<i>[insert name]</i>	<i>[insert percentage]</i>	<i>[insert percentage]</i>
<u>2</u>			
39-2			

F. Award of Contract

40. Award Criteria	<p>40.1 The Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost.
41. Notification of Award	<p>41.1 The Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price")</p> <p>41.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Purchaser; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; (e) if the final award used Negotiations, if applicable; (f) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and (g) successful Bidder's Beneficial Ownership Disclosure Form, if specified below in reference to ITB 43.1. <p>41.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in the official gazette.</p> <p>41.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>

42. Signing of Contract	<p>42.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified below, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.</p>
	<p>The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.</p>
	<p>42.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.</p> <p>42.3 Notwithstanding ITB 42.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Belize, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.</p>
43. Performance Security	<p>43.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign financial institution providing a bond shall have a correspondent financial institution located in Belize, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.</p>
	<p>43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.</p>
44. Debriefing by the Employer	<p>44.1 On receipt of the Employer's Notification Award of the Contract, an unsuccessful Bidder has the chance to make a written request to the Employer for a debriefing on the reasons why its Bid was not selected.</p>
	<p>44.2 Debriefing of unsuccessful Bidders may be done in writing or through an information meeting, or both, at the option of the Employer. The Bidders shall bear their own costs of attending such a meeting.</p>
	<p>For the attention: <i>Ruby Pascascio</i> Title/position: <i>Sr. Procurement Specialist</i> Purchaser: <i>Government of Belize</i> Email address: <i>rpascascio.ceu@cpu.mof.gov.bz</i></p>

Section III. Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

1. Domestic Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods in accordance with the following procedures:

The Borrower may, with the agreement of the Bank, grant a margin of preference in the evaluation of bids under NCB procedures to bids offering certain goods of origin Belize, when compared to bids offering such goods of origin elsewhere. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

For comparison purposes, Bids will be classified in one of three groups, as follows:

Group A: Bids exclusively offering goods of origin in Belize if the bidder establishes to the satisfaction of the Borrower and the Bank that (i) labor, raw material, and components from within Belize will account for 30 percent or more of the price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of bid submission.

Group B: All other bids offering goods of origin in Belize.

Group C: Bids offering goods of origin abroad that have been already imported or that will be directly imported.

The price quoted for goods in bids of Groups A and B shall include all duties and taxes paid or payable on the basic materials or components purchased on the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on the basis of CIP, which is exclusive of customs duties and other import taxes already paid or to be paid.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to 15 percent of the CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

2. Most Advantageous Bid

The Purchaser will use the criteria and methodologies listed in sections 3 below to determine the Most Advantageous Bid which is one that meets the qualification criteria and that:

- (a) substantially conforms to the bidding document, and
- (b) has the lowest evaluated cost.

3. Evaluation (ITB 34)

3.1 Evaluation Criteria

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14, the following factors as specified in the bidding document.

- (a) Delivery schedule (per Incoterms specified below)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. N/A

- (b) Cost of major replacement components, mandatory spare parts, and service.

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified below in reference to ITB 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only. N/A

- (c) Availability in Belize of spare parts and after sales services for equipment offered in the bid.

Bidder must submit along with their bid a commitment to provide post-sale services during the period specified in the warranty clause after delivery of the goods, through their own services or a representative. Bids missing this commitment shall be treated as non-responsive. N/A

- (d) Performance and productivity of the equipment: None

3.2 Life Cycle Costs . **None**

3.3 Multiple Contracts

In accordance with ITB 1.1, bids are invited for the whole lot (all the items). The contract(s) will be awarded to the Bidder offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for the complete lot, subject to the selected Bidder(s) meeting the required qualification criteria (this Section under Qualification Requirements).

Bids offering only part of the items treated as non-responsive.

In determining Bidder that offers the lowest evaluated cost, Purchaser shall apply the following steps in sequence:

- (a) evaluate the price of the lot to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;

- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the bid that offer the lowest evaluated cost.

3.4 Alternative Bids (ITB 13.1) *None*

3.5 Qualification of the Bidder (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, the Purchaser shall carry out the post-qualification of the Bidder, using only the requirements specified below.

(i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
Financial Statement for 2 years prior to submission

(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): successfully completed at least 2 contracts of similar goods in the past 8 years.

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: conform the Technical Specifications.

Section IV. Eligible Countries

Eligibility to provide goods, Works construction and render services for Bank financed procurement

Note: In these documents references to Bank include the IDB, the Bid Lab and any fund administered by the Bank.

Next you shall find 2 options numbered (1) for the User to choose the one pertinent which depends on the Financing source. Financing may come from the Inter-American Development Bank (IDB), the Bid Lab or occasionally, contracts may be financed by special funds restricting even more eligibility criteria to a particular Group of member countries, in which these shall be deciding to use the latter option:

(1) Member Countries when the financing source is the Inter-American Development Bank.

Germany, Argentina, Austria, the Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Croatia, Denmark, Ecuador, El Salvador, Slovenia, Spain, United States, Finland, France, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Nicaragua, Norway, The Netherlands, Panama, Paraguay, Peru, Portugal, United Kingdom, Republic of Korea, Dominican, People's Republic of China, Sweden, Switzerland, Suriname, Trinidad and Tobago, Uruguay, and Venezuela.

Eligible Territories

- (a) Guadeloupe, French Guyana, Martinique, Reunion – French Departments.
- (b) U.S. Virgin Islands, Puerto Rico, Guam – U.S.A. Territory.
- (c) Aruba – as country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Maarten, Saint Eustatius – as departments of the Kingdom of The Netherlands
- (d) Hong Kong – Special Administrative Region of the People's Republic of China.

(1) List of Countries according to the Administered Fund Agreement:
(Include the list of countries)]

(2) Criteria to determine Nationality and the country of origin of goods and services

To make a determination of: (a) the nationality of companies and individuals eligible to partake in Bank financed contracts and (b) the country of origin of goods and services, the following criteria shall be used:

(A) Nationality

- (a) **An individual** holds the nationality of a Bank member country when he/she meets the following requirements;
 - (i) Is a citizen of a member country; or
 - (ii) Has established domicile in a member country as a “bonafide” resident and is legally authorized to work in that country.
- (b) **A company** holds the nationality of a member country if two of the following requirements are met:
 - (i) Is legally constituted or incorporated according to the laws of a Bank member country; and

- (ii) More than fifty percent (50%) of the company capital is owned by individuals or companies of a Bank member countries.

All partners in a partnership, consortium or association (JVCA) with joint and severally responsibility and all the subcontractors shall have to comply with the requirements set above.

B) Origin of Goods

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

C) Origin of Services

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

Section V. Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

In respect to the statement on commissions, bonuses or fees, services it may be for example, payments to, or through, individuals or entities that are authorized to act on behalf of the Bidder to advance the interests of the Bidder in relation to this process of bidding or execution of the Contract.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of this bidding process]*

Request for Bids: No. *[insert number identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:

Mr. Rey Guerrero

Director

Central Executing Unit

Ministry of Finance

Belmopan

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4 and in case of detecting that any of the named parties are in any conflict of interest, we will notify this circumstance in writing to the Purchaser, either during the selection process, the negotiations or the execution of the Contract;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in Belize in accordance with ITB 4.6;
- (d) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Total price is: *[insert the total price of the Bid in words and figures, indicating the amounts and the respective currencies]*;

#	Name of the item	Price and currency
<u>1</u>	<i>[insert the name]</i>	<i>[insert the amount]</i>
<u>2</u>		
...		

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified below 18.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in ITB 22.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the IDB or a debarment imposed by the IDB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the IDB and other development banks.
- Further, we are not ineligible under Belize laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.5];*
- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:** We understand that the Purchaser is not bound to accept the Most Advantageous Bid or any other Bid that you may receive;
- (n) **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice;
- (o) **Commissions, gratuities and fees:** We have paid, or shall pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Purpose of the commission or gratuity	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (p) Beneficial Ownership Disclosure Form:** *(Applies in the event that the Bidder must provide the Form).* We understand that in the event that our bid is accepted we will be providing the required information on the Beneficial Ownership Disclosure Form or, where appropriate, indicate the reasons why it is not possible to provide the required information. We express our authorization for the Borrower to publish the Beneficial Ownership Disclosure Form as part of the Contract Award Notification.

Name of the Bidder: **[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *** [insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page of pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Email Address: <i>[insert Authorized Representative's email address]</i> Phone Number:
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.1. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.4. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • legal and financial autonomy • operation under commercial law • it is not a dependent agency of the Purchaser.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under ITB 46.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.1. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, they are not dependent agencies of the Purchaser, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required in ITB 46.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Quotation Price								
Item N°	Description	Unity	A	B	C = A x B	D	E = C + D	F= D/C % of taxes over the total Price (**)
			Quantity	Unit Price (excluding taxes BZD)	Total price (excluding taxes BZD) (*)	Total Taxes (BZD)	Total price (including taxes BZD)	
1								
2								
3								
Total Price BZD								

(*) Price for offers comparison and for determination of the lowest price

(**) The taxes noted by the bidders must correspond to those established at Belize's tax laws.

Price Schedule: Goods Manufactured Outside Belize, to be Imported

(Group C Bids, goods to be imported)						Date: _____		
						RFB No: _____		
Currencies in accordance with ITB 15						Alternative No: _____		
						Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Belize to convey the Goods to their final destination specified in ITB	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price (including all taxes and duties)	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Belize, already imported*

(Group C Bids, Goods already imported)

Date: _____

RFB No: _____

Alternative No: _____

Currencies in accordance with ITB 15

Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Belize to convey the goods to their final destination, as specified in ITB in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)

<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Belize]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Price (including all taxies and duties)	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Belize to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

AVAILABILITY OF STOCK OF SPARE PARTS

Date and place: _____

RFB No: _____

To: [Name of the client]

This is to guarantee that, if we are awarded with the contract, we will ensure the availability of a stock of spare for at least [insert the period of time, for instance one year] after the warranty period of the equipment supplied has expired.

[Name of signatory]

[Title]

TECHNICAL ASSISTANCE AND MAINTENANCE

[Remove this form if not required at 11.1(j)]

Date and place: _____

RFB No: _____

To: [Name of the client]

This is to guarantee that, if we are awarded with the contract, we will provide technical assistance and maintenance of the goods for at least [insert the period of time, for instance one year] after the warranty period of the goods supplied has expired.

[Choose one of the following options]

[option one]

The service will be provided in our workshops located in Belize

[option two]

The service will be provided through the workshops of the company *[insert the name]*, an agreement note is attached.

[Name of signatory]

[Title]

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *six (6) months* starting on **February 18, 2025**, 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 in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated below.]

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2. Supply Requirements

Section VI. Schedule of Requirements

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List of Goods and Delivery Schedule

Lot#	Description of Goods	Quantity	Physical unit	Named place of Destination as specified in ITB	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be specified by the bidder</i>]
1	Double Cab Pickup Truck	2	Unit	Ministry of Finance, Belmopan	Thirty (30) days after contract signing	Ninety (90)days after contract signing	

Technical Specifications

SPECIFICATION REQUIRED BY PURCHASER	
GENERAL / BODY	<ul style="list-style-type: none"> • 4X4; double cab Pickup truck • Year 2024 or newer • 4-door double cab • 2-tier loading • Seating capacity 5
POWER TRAIN / CHASSIS	<ul style="list-style-type: none"> • 2.4 – 3.0 L Turbo Diesel • Fuel tank capacity – minimum 76 liters • 4 Cylinder • 6-speed Manual Transmission • Power Steering, Heavy duty suspension
INTERIOR	<ul style="list-style-type: none"> • AM/FM, Clock, USB, Bluetooth, • Touch Screen • Premium Cloth seats • Power window w/ UP & DOWN for driver side • Driver & passenger sun visor • 5 passenger capacity
EXTERIOR	<ul style="list-style-type: none"> • Front bumper plastic body color • Outside rear-view mirror • Front and Rear Mud Flaps • Halogen Headlamps • Front fog lamps • Running Boards
TIRES & WHEELS	<ul style="list-style-type: none"> • 16”-18” Alloy Rims • Full-Size Spare Tire
BRAKES	<ul style="list-style-type: none"> • Front disc brakes • Rear drum brakes
SAFETY	<ul style="list-style-type: none"> • Driver & Passenger SRS Airbags • Front & rear side impact bars • Front & rear skid plate, steel • Anti-Lock Braking System • Limited Slip Differential • Anti-theft system
OTHER	<ul style="list-style-type: none"> • Jack & Tool Kit • Heavy Duty Maintenance Free Battery • Heavy Duty rubber mats • Cargo Hooks & Tow Hitch • Bed liner

WARRANTY	<ul style="list-style-type: none">• Minimum 3 years/100,000KM• Bumper to Bumper Warranty
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Inspections and Tests

The following inspections and tests shall be performed: *Technical specifications review by Ministry of Finance - expert.*

PART 3. Conditions of Contract and Contract Forms

Section VII - VIII. General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)

The Special Conditions of Contract (SCC) are gray colored, and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<p>1. Definitions</p>	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them.</p> <ul style="list-style-type: none"> (a) “Bank” means the Inter-American Development Bank (IDB) or any fund administered by the Bank. (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (e) “Day” means calendar day. (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) “GCC” means the General Conditions of Contract. (h) “Goods” means all of the goods incidental to the supply of the services such as commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Employer under the Contract. (i) “Purchaser’s Country” is Belize. (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified below <ul style="list-style-type: none"> <li style="text-align: center;">SCC 1.1 (j) The Purchaser is: <i>The Government of Belize</i> (k) “Services” means the services required by the Purchaser and which the Supplier agrees to provide under the Contract. (l) “SCC” means the Special Conditions of Contract (colored in gray). (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (o) “The Project Site,” where applicable, means the place named below <ul style="list-style-type: none"> <li style="text-align: center;">SCC 1.1 (o) The Project Site(s)/Final Destination(s) is/are: Ministry of Finance, Belmopan
<p>2. Contract Documents</p>	<p>2.1. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Agreement shall be read as a whole.</p>

<p>3. Prohibited Practices</p>	<p>3.1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank⁴ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.</p> <p>(a) For the purposes of this provision, the definitions of Prohibited Practices are as follows:</p> <p>(i) "<i>corrupt practice</i>" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) "<i>fraudulent practice</i>" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "<i>collusive practice</i>" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(iv) "<i>coercive practice</i>" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) "<i>obstructive practice</i>" is</p> <p>(i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;</p> <p>(ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or</p>
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⁴ In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 3.21 of the Procurement Policies GN-2349-15.

ement regulating the mutual recognition of sanctions among the IFI's are available on the Bank's web site (www.iadb.org/integrity)

- (iii) acts intended to impede the exercise of the IDB Group's contractual rights of audit or inspection provided for under Subclause 3.1(f) below or access to information; and
 - (vi) "*misappropriation*" is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard.
- (b) If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:
 - (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;
 - (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the "abovementioned" sanctions are reprimand and debarment/ineligibility);
 - (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or

exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or

(viii) refer the matter to appropriate law enforcement authorities.

- (c) The provisions of Subclause 3.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.
- (e) Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the

	<p>Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.</p> <p>(g) If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.</p>
	<p>3.2. The Contractor represents and warrants:</p> <p>(a) that they have read and understood the Bank's definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;</p> <p>(b) that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;</p> <p>(c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;</p> <p>(d) that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank</p> <p>(e) that all commissions, representative or agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and</p> <p>(f) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Subclause 3.1 (b).</p>
<p>4. Interpretation</p>	<p>4.1. If the context so requires it, singular means plural and vice versa;</p>

	<p>4.2. Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>(b) The terms CIP, FCA, CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified below and published by the International Chamber of Commerce in Paris, France</p> <p style="text-align: center;">SCC 4.5 (b)</p> <p style="text-align: center;">The version edition of Incoterms shall be 2020</p> <p>4.3. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>4.4. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.5. Nonwaiver</p> <p>(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.6. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<p>5. Language</p>	<p>5.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>

<p>6. Joint Venture, Consortium or Association</p>	<p>6.1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<p>7. Eligibility</p>	<p>7.1. The Supplier and its Subcontractors shall have the nationality of a Bank’s member country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:</p> <p>a) An individual is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:</p> <ul style="list-style-type: none"> i. is a citizen of a member country; or ii. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile. <p>b) A firm is considered to have the nationality of a member country if it meets the two following requirements:</p> <ul style="list-style-type: none"> (i) is legally constituted or incorporated under the laws of a member country of the Bank; and (ii) more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank. <p>7.2. All members of a JVCA and all subcontractors must meet the nationality criteria set forth above</p> <p>7.3. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank’s member country. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the Purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the Purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.</p>
<p>8. Notices</p>	<p>8.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below. The term “in writing” means communicated in written form with proof of receipt.</p>

	<p>8.2. For <u>notices</u>, the Purchaser’s address shall be:</p> <p style="text-align: center;">SCC 8.2</p> <p>Attention: Procurement Specialist Street Address: Ministry of Finance, Sir Edney Cain Building Floor/ Room number: 2nd floor City: Belmopan Country: Belize Telephone: 501-822-4106 Electronic mail address: tjoseph.ceu@cpu.mof.gov.bz</p> <p>8.3. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<p>9. Governing Law</p>	<p>9.1. The Contract shall be governed by and interpreted in accordance with the laws of Belize.</p>
<p>10. Settlement of Disputes</p>	<p>10.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.</p> <p style="text-align: center;">SCC 10.2</p> <p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of Belize. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.</i></p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of Belize.”]</i></p>
	<p>(a) <i>Contract with foreign Supplier:</i></p>

	<p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contracts with Supplier national of Belize:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of Belize, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Belize</p>
<p>11. Inspections and Audit by the Bank</p>	<p>10.3. Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p> <p>11.1. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 Prohibited Practices, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Subclause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).</p>
<p>12. Scope of Supply</p>	<p>12.1. The Services (and related Goods if applies) to be performed shall be as specified in the Schedule of Requirements.</p>
<p>13. Delivery of Documents</p>	<p>13.1. Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified below.</p> <p style="text-align: center;">SCC 13.1</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <ol style="list-style-type: none"> 1. <i>A copy of the Supplier's invoice showing Goods description, quantity, unit price, total amount;</i> 2. <i>Three (3) copies of the certificate of origin for each item.</i> <p><i>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</i></p> <p>13.2. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

14. Supplier's Responsibilities	14.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.																														
15. Contract Price	<p>15.1. The contract price is:</p> <p style="text-align: center;">SCC 15.1</p> <p style="text-align: center;"><i>[insert the total price of the accepted Bid in words and figures, indicating the amounts and the respective currencies];</i></p> <table border="1" data-bbox="527 520 1370 953"> <thead> <tr> <th>#</th> <th>Name of the item</th> <th>Unit</th> <th>Quantity (a)</th> <th>Unit price in Belize Dollar (b)</th> <th>Total price in <i>[insert currencies]</i> (a x b)</th> </tr> </thead> <tbody> <tr> <td><u>1</u></td> <td><i>[insert the name]</i></td> <td></td> <td></td> <td></td> <td><i>[insert the amount]</i></td> </tr> <tr> <td><u>2</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>...</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right;">TOTAL AMOUNT<i>[delete in contracts for individual items]</i></td> <td></td> </tr> </tbody> </table> <p>15.2.</p> <p>15.3. Prices charged by the Supplier for the Services performed and Goods (if applies) delivery under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized below.</p> <p style="text-align: center;">SCC 15.3</p> <p style="text-align: center;">The prices charged for the Services and Goods (if applies) performed <i>shall not</i> be adjustable.</p> <p>15.4. If prices are adjustable, the following method shall be used to calculate the price adjustment N/A</p>	#	Name of the item	Unit	Quantity (a)	Unit price in Belize Dollar (b)	Total price in <i>[insert currencies]</i> (a x b)	<u>1</u>	<i>[insert the name]</i>				<i>[insert the amount]</i>	<u>2</u>						<u>...</u>						TOTAL AMOUNT <i>[delete in contracts for individual items]</i>					
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<u>...</u>																															
TOTAL AMOUNT <i>[delete in contracts for individual items]</i>																															
16. Terms of Payment	<p>16.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified below.</p> <p>Payment shall be made in <i>Belize Dollars</i> within 30 days of presentation of claim supported by requested documents.</p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(i) On Delivery & Acceptance: one hundred percent (100%) of the Contract Price shall be paid on receipt of the Goods and Services if applies, and upon submission of the documents specified in GCC Clause 13 and after the Purchaser declares that the Goods have been delivered and that all other contracted Services have been performed. And 30 days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>																														

	<p>16.2. The Supplier’s request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Services performed and Goods delivered if applies, formed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p>
	<p>16.3. Payments shall be made promptly by the Employer , but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Employer has accepted it.</p>
	<p>16.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p>
	<p>16.5. In the event that the Employer fails to pay the Supplier any payment by its due date or within the period set forth below, the Employer shall pay to the Supplier interest on the amount of such delayed payment at the rate shown below, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p> <p style="text-align: center;">SCC 16.5</p> <p>The payment-delay period after which the Employer shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is based on the prevailing interest rate for commercial borrowing.</p>
<p>17. Taxes and Duties</p>	<p>17.1. For goods manufactured outside Belize, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Belize.</p>
	<p>17.2. For goods manufactured within Belize, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>
<p>18. Performance Security</p>	<p>18.1. If required as specified below, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified below.</p> <p style="text-align: center;">SCC 18.1</p> <p><i>A Performance Security shall not be required</i></p>
	<p>18.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p>
	<p>18.3. As specified below, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser below, or in another format acceptable to the Purchaser.</p>
	<p style="text-align: center;">SCC 18.3</p> <p style="text-align: center;">N/A</p>

	<p>18.4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise below</p> <p style="text-align: center;">SCC 18.4 N/A</p>
19. Copyright	<p>19.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
20. Confidential Information	<p>20.1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3. The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>20.4. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>

<p>21. Subcontracting</p>	<p>21.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
	<p>21.2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<p>22. Specifications and Standards</p>	<p>22.1. Technical Specifications and Drawings</p> <p>(a) The Services performed and goods supplied, if applies, under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
<p>23. Packing and Documents</p>	<p>23.1. Services performed and goods supplied, if applies, under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate</p>
	<p>23.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any other instructions ordered by the Purchaser.</p>
	<p style="text-align: center;">SCC 23.2</p> <p>23.3. The packing, marking and documentation within and outside the packages shall be: <i>The Supply and Delivery of Vehicles – MAFSE</i></p>
<p>24. Insurance</p>	<p>24.1. Unless otherwise specified below, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified below.</p> <p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p>

	<p style="text-align: center;">SCC 24.1</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Belize, defined as the Project Site, transport to such place of destination in Belize, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price</i></p>
<p>25. Transportation</p>	<p>25.1. Unless otherwise specified below, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p>
	<p style="text-align: center;">SCC 25.1</p> <p>The Supplier is required under the contract to transport the Goods to the Final Destination as defined in the SCC 24.1 and related costs shall be included in the Contract price.</p>
<p>26. Inspections and Tests</p>	<p>26.1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified below.</p>
	<p style="text-align: center;">SCC 26.1</p> <p>The inspections and tests shall be:</p> <p>The Purchaser or its representative shall inspect and test each individual item to confirm their conformity to the contract specifications, and to determine their functionality, on receipt at their final destination. The Supplier shall submit a manufacturer’s warranty certificate for each item.</p> <p>If the items fail to meet the technical specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee.</p>
	<p>26.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in Belize as specified below. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p>
	<p style="text-align: center;">SCC 26.2</p> <p>The Inspections and tests shall be conducted at: <i>Ministry of Finance, Belmopan</i></p>
<p>26.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p>	

	<p>26.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.</p> <p>26.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract..</p>
<p>27. Liquidated Damages</p>	<p>27.1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified below of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified below. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p> <p style="text-align: center;">SCC 27.1</p> <p>The liquidated damage shall be: <i>0.1%</i> per day The maximum amount of liquidated damages shall be: <i>10%</i></p>
<p>28. Warranty</p>	<p>28.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p>

	<p>28.2. Subject to GCC Subclause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>28.3. The warranty shall remain valid for the period specified below, after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated below.</p> <p style="text-align: center;">SCC 28.3</p> <p>The period of validity of the Warranty shall be: <i>as per specifications</i>. For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>Ministry of Finance, Belmopan</i></p> <p>28.4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5. Upon receipt of such notice, the Supplier shall, within the period specified below, expeditiously repair the Services supplied under this contract, or replace the defective Goods or parts thereof, at no cost to the Purchaser .</p> <p style="text-align: center;">SCC 28.5</p> <p>The period for repair or replacement shall be: <i>90 days</i>.</p> <p>28.6. If having been notified, the Supplier fails to remedy the defect within the period specified below, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract..</p>
<p>29. Patent Indemnity</p>	<p>29.1. The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products produced by the Goods. <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>

	<p>29.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>
<p>30. Limitation of Liability</p>	<p>30.1. Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p>31. Changes in Laws and Regulations</p>	<p>31.1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Belize where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<p>32. Force Majeure</p>	<p>32.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>

	<p>32.2. For the purposes of this Contract, “Force Majeure” means and event which is beyond the reasonable control of a Party, that is not foreseeable, is unavoidable, and makes and a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, epidemics, quarantine restrictions, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation, freight embargoes or any other action by Government agencies.</p>
	<p>32.3. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such a Party’s Expert, Sub-consultants or agents or employees, nor (ii) any event with a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder, neither (iii) insufficiency of funds or failure to make any payment required hereunder.</p>
	<p>32.4. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>33. Change Orders and Contract Amendments</p>	<p>33.1. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier.
	<p>33.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.</p>
	<p>33.3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>33.4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>

<p>34. Extension of Time</p>	<p>34.1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.</p>
<p>35. Termination</p>	<p>35.1. Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in prohibited practices, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>35.2. Termination for Insolvency</p> <p>a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p>

	<p>35.3. Termination for Convenience</p> <p>(a) The Purchaser , by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser 's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
<p>36. Assignment</p>	<p>36.1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
<p>37. Export Restriction</p>	<p>37.1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Belize, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Subclause 35.</p>

38. Penalty	<p>38.1. Penalty Cause</p> <p>a. Delay in Delivery: If the Supplier fails to deliver the goods by the agreed delivery date, a penalty of (2)% of the total contract price per week of delay will be imposed, up to a maximum of (5)% of the total contract price. If the delay exceeds (2) weeks, the Buyer reserves the right to terminate the contract and claim damages.</p> <p>b. Quality Non-Compliance: In the event that the goods do not meet the quality standards and specifications outlined in the contract, the Supplier shall, at their own expense, replace or rectify the goods within (14) days of notification. Failure to comply will result in a penalty of (2)% of the total contract price, and the Buyer may also choose to terminate the contract and claim further damages.</p> <p>c. Other Obligations: For any other non-compliance with the terms of this contract, the Buyer may impose a penalty of (2)% of the contract value per instance of non-compliance, up to a maximum of (5)% of the total contract price.</p>
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Section IX. Forms of Contract

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Notification of Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone number: *[insert Authorized Representative's telephone number]*

Email Address: *[insert Authorized Representative's email address]*

Date of transmission: This Notification is sent by: *[email]* on *[date]* (local time)

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: Belize

Loan No. *[insert the loan reference number]*

RFB No: *[insert RFB reference number]*

This Notification of Award (Notification) notifies you of our decision to award the above contract as follows

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Information about other Bids

Name of Bidder	Bid price as readout	Evaluated Bid price
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

3. Reason/s why your Bid was unsuccessful

<i>[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]</i>
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If you have any questions regarding this Notification, please do not hesitate to contact us.
On behalf of the Employer:

Signature: _____
Name: _____
Title/position: _____
Telephone: _____
E-mail: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

Name of the Bidder: **[insert complete name of the Bidder]*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*_____

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

*** It is understood that any false or equivocal information that has been provided in relation to this requirement may result in actions or penalties by the Bank in accordance with its rules and policies.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with the ITB in reference to ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Belize, or corporation incorporated under the laws of Belize]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid (or the last presented by the Bidder if Best and Final Offer or Negotiations was used)
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules or the last presented by the Bidder if Best and Final Offer or Negotiations was used)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Belize* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_[insert name of contract and brief description of Goods and related Services]* (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Supplier”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the ____ day of _____, 20 _____, for [*name of contract and brief description of Goods and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.