

DOCUMENT FOR PROCUREMENT OF DESIGN AND CONSTRUCTION

Contracting Agency:

*Central Executing Unit,
Ministry of Finance*

Project:

*Sustainable and Inclusive
Urban Development
Program (BL-L1046 &
BL-J0007)*

Loan Number:

5877/OC-BL/5881/GR-BL

*Design and Construction of Market
Complex, Orange Walk Town, Belize*

National Competitive Bidding (NCB)

RFB No: *BL-L1046/P00029*

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Belize

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Section I. Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. Scope of Bid	1.1. The Employer as defined in “General Conditions of Contract” (GCC) and identified below, invites bids for the design and construction of Works, as described below and Section VI, “Special Conditions of Contract” (SCC). The name and identification number of the Contract are provided below. • The Employer is <i>Government of Belize (Ministry of Finance)</i> • The name and identification of the contract are <i>Sustainable and Inclusive Urban Development Program – BL-L1046-P00029</i> • The Works are <i>Design and Construction of Market Complex, Orange Walk Town, Belize</i> • The estimated value of the contract is: <i>BZD \$3,100,000.00</i> 1.2. The successful Bidder shall be expected to complete the contract (Design & Works) by the Intended Completion Date specified below and SCC 1.1 (r). <i>The Intended Completion Date is September 6th, 2027</i> <i>Or</i> <i>The Intended Completion Dates are: for the design phase is October 19th, 2026 and for the works is September 6th, 2027</i> 1.3. Throughout this bidding document: (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, including, if specified in ITB 1.4, distributed or received through electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “day” means calendar day; and (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety measures that the Contractor and subcontractors shall adopt in the implementation of the Works.” 1.4. If specified below, the Employer intends to use the electronic-procurement system to manage the aspects of this procurement process specified as follows. <i>The Employer shall not use any electronic-procurement system to manage this RFB.</i> <i>The following documents shall be shared electronically:</i> <i>1. Bidding Document</i> <i>2. Amendments to the Bidding Document</i> <i>3. Opening of Bids Minutes</i> <i>4. Notification of Award</i>
2. Source of	2.1. The Borrower, as defined below, intends to apply part of the funds of a loan from the Inter-American Development Bank (IDB) (hereinafter

Funds	called “the Bank”) towards the cost of the Project, as defined below, to cover eligible expensive under the Contract for the Works. • <i>The Borrower is: Government of Belize</i> • <i>Loan Number: 5877-OC-BL</i> • <i>Date: August 30, 2024</i> • <i>The Project is: Sustainable and Inclusive Urban Development Program</i> 2.2. Payments by the Inter-American Development 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. Except as the Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Contract or have any rights to the loan proceeds.
3. Prohibited Practices	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, <i>inter alia</i>, 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 Bank¹ 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. (a) For the purposes of this provision, the definitions of Prohibited Practices are as follows: (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; (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;

¹ Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank’s web site (www.iadb.org/integrity)

- (iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) “*coercive practice*” 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;
 - (v) “*obstructive practice*” is
 - (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
 - (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
 - (vii) refer the matter to appropriate law enforcement authorities.
- (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.
 - (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 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.

- (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. 3.2. By submitting bids bidders and proposers represent and warrant: (a) that they have read and understood the Bank's definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; (b) that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; (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; (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 (e) that all commissions, representative or agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and (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)
4. Eligible Bidders	4.1. A Bidder, and all parties constituting the Bidder, shall be a national 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 III, "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: (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 and works required; or (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, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country. 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. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the

	Bidder: (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 (b) receives or has received any direct or indirect subsidy from another Bidder for the purpose of this bidding process; or (c) has the same legal representative as another Bidder for the purpose of this bidding process; or (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 Employer regarding this bidding process; or (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation; (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; (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 procurement process and execution of the contract. 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, key personnel, principal shareholders, proposed personnel and agents) are subject to a temporary suspension or disqualification imposed by the
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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.

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).

		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 indicated in the Bank's website (www.iadb.org/integridad).
		4.4. A firm that is a Bidder (either individually or as member of a Joint Venture, Consortium or Association (“JVCA”) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JVCA member may participate as a subcontractor in more than one Bid. The limit on the number of members in a JVCA is indicated below.
		<i>Maximum number of members in a JVCA shall be: Three (3)</i>
		4.5. Government-owned enterprises in Belize shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Borrower.
		4.6. A Bidder shall not be under suspension from bidding by the Employer as a result of non-compliance with a Bid-Securing Declaration.
		4.7. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
5. Qualifications of the Bidder	5.1.	All bidders shall provide in Section IV, “Bidding Forms,” a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
	5.2.	All bidders shall include the following information and documents with their bids in Section IV, “Bidding Forms” unless otherwise stated below:
	(a)	copies of original documents defining the constitution or incorporation, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder
		• <i>Written Power of Attorney of the signature of the bid to commit the bidder</i> • <i>Articles of Incorporation or Registration</i> <i>E.g.: written power of attorney of the signatory of the Bid to commit the Bidder;</i> (b) total monetary value of construction works performed for each of the last <i>three (3)</i> years;

	c) experience in design of works of a similar nature and size for each of the last <i>ten (10)</i> years, and details of clients who may be contacted for further information on those contracts; <i>(Designed two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years)</i>; experience in works of a similar nature and size for each of the last <i>ten (10)</i> years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts <i>(Construction two (2) projects for public markets, large landscape areas, or urban setting within the past ten (10) years)</i> (d) construction equipment as listed in 5.4(d); (e) resumes of key personnel as listed in 5.4(e); (f) management certified statements on the financial standing of the Bidder, such as profit and loss statements and/or income statements for the past <i>three (3)</i> years <i>(2021, 2022 and 2023)</i> (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) and authorization to seek references from the Bidder's bankers; <i>Total Working Capital \$332,200.00</i> (h) information regarding any litigation, current or during the last <i>five (5)</i> years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards; (i) proposals for subcontracting components of the Works amounting to more than ten (10) percent of the Contract Price. The ceiling for subcontractor's participation is: <i>50 %</i> (j) Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.
	5.3. Bids submitted by a Joint venture, Consortium or Association (JVCA) shall comply with the following requirements: <i>Articles of Incorporation or Registration</i> (a) the Bid shall include all the information listed in ITB 5.2(a) above for each JVCA partner; (b) the Bid shall be signed so as to be legally binding on all partners; (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA; (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and (f) a copy of the JVCA Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a JVCA agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement. The Letter or The Agreement shall

	specify the participation share (as a percentage) of each member.
5.4.	To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria (a) meet the eligibility requirements (b) an average annual billing of construction work over the period specified below of at least the multiple (of the estimated value of the Works) indicated below • <i>The period is: three (3) years</i> • <i>The multiple is: 1</i> (c) experience as prime contractor in design of works and in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified below. In the case of work, to comply with this requirement, works cited should be at least seventy (70) percent complete; <i>Experience in design:</i> • <i>The number of contract of design shall be: two (2)</i> • <i>The period is: ten (10) years</i> • <i>The design works shall be of Designed projects for public market, large landscape areas, or urban settings within the past ten (10) years.</i> <i>Experience in construction of works:</i> • <i>The number of contract of works is: two (2)</i> • <i>The period is: ten (10) years</i> • <i>The works cited should be at 100 percent complete;</i> • <i>The works shall be of Construct projects for public market, large landscape areas, or urban settings within the past ten (10) years.</i> (d) show that it can ensure the timely availability (own, lease, hire, etc.) of the essential equipment listed below; <i>The essential equipment to be made available for the Contract by the successful Bidder shall be:</i> • <i>Surveying equipment</i> • <i>Concrete batching plant</i> • <i>Concrete vibrators</i> • <i>Hauling trucks for the transportation of large elements</i> • <i>Cranes for the loading and unloading of large element</i> • <i>Excavators</i> • <i>Backhoes</i> • <i>Concrete pumping equipment</i>

(e) The essential key technical personnel for the Contract is:

Personnel for the Design Phase

- **Project Manager:** Possesses a minimum of a Bachelor's Degree in Civil Engineering or a related field and a minimum of ten (10) years of experience as a Project Manager. The proposed Project Manager shall demonstrate experience in successfully completing two (2) design and build projects for public markets, large landscape areas, or urban settings, as Project Manager withing the last ten (10) years.
- **Civil Engineer:** Possesses a Bachelor's Degree in Civil Engineering or a related field and a minimum of ten (10) years of experience as a Civil Engineer. The proposed Civil Engineer shall demonstrate experience in designing and overseeing the successful completion of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
- **Architect:** Possesses a Bachelor's Degree in Architecture or a related field and a minimum of ten (10) years of experience as an Architect. The proposed Architect shall demonstrate experience in designing and overseeing the successful completion of at least two (2) projects for public market, large landscape areas, or urban settings withing the past ten (10) years.
- **Environmental, Social, Health, and Safety (ESHS) Specialist:** Possesses a Bachelor's Degree in Environmental Engineering or a related field and a minimum of ten (10) years of experience as an ESHS Specialist. The proposed ESHS Specialist shall demonstrate experience in designing and implementing ESHS management strategies on two (2) infrastructure projects within the past ten (10) years.
- **Electrical Engineer:** Possesses a Bachelor's Degree in Electrical Engineering and a minimum of ten (10) years of experience as an Electrical Engineer. The proposed Electrical Technician shall demonstrate experience in designing and overseeing the successful completion of at least two (2) electrification projects for public spaces within the past ten (10) years.

	<u>Personnel for the Construction phase</u> • Construction Manager: Possesses a Bachelor's Degree in Civil Engineering or a related field and a minimum of ten (10) years of experience as a Construction Manager. The proposed Construction Manager shall demonstrate experience in successfully managing the construction of at least two (2) projects for public markets, large landscape areas, or urban setting within the past ten (10) years. • Foreman: The proposed Foreman shall demonstrate experience in successfully supervising the construction of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years. • Electrical Technician: The proposed Electrical Technician shall demonstrate experience in installing electrical systems for at least two (2) infrastructure projects within the past ten (10) years. (f) financial ratios as follows: <i>The source of the data is management certified statements on the financial standing of the bidder, such as profit and loss statements and/or income statements for the past 3 years: 2021, 2022, and 2023</i> <i>Liquidity: (Current Assets / Current Liabilities) ≥ 1</i> <i>Solvency: (Total Assets / Total Liabilities) ≥ 1</i> <i>Profitability: (Earnings before taxes / Equity) > 0</i> <i>Debt Capacity: (Liabilities / Equity) < 1.5</i> (g) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be \$332,200.00 Belize Dollars <i>Evaluation will be on the basis of the ITB (g) information</i> (h) A consistent history of litigation or arbitration awards against the Applicant or any partner of a JVCA may result in disqualification. (i) A proposal for subcontracting above ceiling for subcontractor's participation mentioned in 5.2(i) shall result in the rejection of the bid (j) The Proposed Program shall comply with the requirements and characteristics of the design and the construction work. (k) The works completion date shall not exceed September 6th, 2027 <i>Any Bid with a proposed works completion date exceeding the expected period mentioned will be rejected</i> 5.5. The figures for each of the partners of a JVCA shall be added together to determine the Bidder's compliance with the minimum
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	qualifying criteria of ITB 5.4 (b) and (g). However, for a JVCA to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB 5.4 (b) and (g) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. <i>100% of the requirements must be met among the members.</i> Failure to comply with this requirement shall result in rejection of the JVCA's Bid.
	5.6. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.
6. One Bid per Bidder	6.1. Each Bidder shall submit only one Bid, either individually or as a partner in a JVCA ⁴ . A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be rejected.
7. Cost of Bidding	7.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.
8. Site Visit	8.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. <i>The Employer will organize a Site Visit and Pre-Bid Meeting:</i> • <i>Date: December 4th, 2025</i> • <i>Hour: 1:00 p.m. – 3:00 p.m.</i> • <i>Address: Rustic Roof, Naranjal Road, Orange Walk Town</i> <i>For Pre-Bid Meeting Registration, please email procurement@ceu.mof.gov.bz to confirm attendance</i>

B. Bidding Document

9. Contents of Bidding Document	9.1. The bidding document comprises the documents listed below, and addenda issued in accordance with ITB 11: Section I. Instructions to Bidders (ITB) Section II. Chart of Evaluation Section III. Eligible Countries Section IV. Bidding Forms Section V - VI General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) Section VII. Specifications & Performance Requirement Section VIII. Drawings Section IX. Activity Schedule Section X. Contract Forms
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⁴ For the avoidance of doubt, where the bidding includes lots, "Bid" means bid for each lot.

10. Clarification of Bidding Document	10.1. A prospective Bidder requiring any clarification of the bidding document may notify the Employer in writing at the Employer's address indicated below. The Employer shall respond to any request for clarification received earlier than 14 days⁵ prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the bidding document, including a description of the inquiry, but without identifying its source. <i>For Clarification of Bid purposes only, the Employer's address is:</i> <i>Attention: Ruby Pascascio</i> <i>Address: Sir Edney Cain Building</i> <i>Floor/ Room number: 2nd Floor</i> <i>City: Belmopan, Cayo District</i> <i>Country: Belize</i> <i>Telephone: 501-822-4106</i> <i>Electronic mail address: procurement@ceu.mof.gov.bz</i> <i>(Note: Requests for clarification sent via email must be sent on a company's letterhead, signed and stamped by the company's legal representative and preferably in pdf format.)</i> <i>Deadline for the request of clarification: December 17th, 2025 at 10:00 a.m.</i> 10.2. If the use of an electronic-procurement system to manage the aspects of this procurement process was specified in ITB 1.4, the response to the clarification request shall be published there too.
11. Amendment of Bidding Document	11.1. Before the deadline for submission of bids, the Employer may modify the bidding document by issuing addenda. 11.2. Any addendum thus issued shall be part of the bidding document and shall be communicated in writing to all prospective bidders that obtained the bidding document.⁶ Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. 11.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB 21.2 below.

C. Preparation of Bids

12. Language of Bid	12.1. All documents relating to the Bid shall be in English
13. Documents Comprising the Bid	13.1. The Bid submitted by the Bidder shall comprise the following: (a) Letter of Bid: in the format indicated in Section IV, "Bidding Forms"; (b) Bid Security, or Bid Validity Declaration, in accordance with

⁵ It may be necessary to extend the deadline for submission of bids if the Employer's response results in substantial changes to the bidding document. See ITB Clause 11 below.

⁶ It is therefore important that the Employer maintain a complete and accurate list of recipients of the bidding document and their addresses.

	ITB 17, if required; (c) Activity Schedule:⁷ as specified in ITB 14; (d) Qualifications: Information Form and Documents; (e) Alternative offers where invited; and (f) Good Standing Certificates (Belize Tax Services, Social Security Board and Belize Company Registry) (<i>valid</i>) (g) any other documents required to be completed and submitted by bidders, as specified below. The bid should be numbered with table of contents Code of Conduct (ESHS) The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct. (<i>Please refer to Section VII for template</i>) Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. (<i>Please refer to Section VII for template</i>) The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. This shall be submitted following the award of contract.
14. Bid Prices	14.1. The Contract shall be for the design and the construction Works, as described in ITB 1.1, based on the priced Activity Schedule submitted by the Bidder. 14.2. The Design price shall not exceed the percentage indicated below. Any BID exceeding that percentage will be dismissed. The maximum percentage of the Design price shall be 5% 14.3. The Bidder shall fill in rates and prices for all activities of the Design and Works described in the drawings and specifications and listed in the Activity Schedule. Activities for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the priced Activity Schedule.

⁷ In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

	14.4. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
	14.5. The lump sum price quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for below. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.
	<i>The rates and prices shall not be subject to price adjustment in accordance with GCC Clause 47.</i> <i>Not Applicable</i>
15. Currencies of Bid and Payment	15.1. The lump sum price shall be quoted by the Bidder entirely in Belize Dollar. Foreign currency requirements shall be indicated as percentages of the Bid price and shall be payable at the option of the Bidder in up to three foreign currencies.
	15.2. The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the source specified below prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.
	The source for establishing the rates of exchange shall be <i>Central Bank of Belize</i>
	15.3. Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	15.4. Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum, if required below, are reasonable and responsive to ITB 15.1.
	<i>Bidders are required to clarify their foreign currency requirements</i>
16. Bid Validity	16.1. Bids shall remain valid for the period ⁸ specified below. The Bid shall be valid for 90 days counted from the date of submission of bids.
	16.2. In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Validity Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its

⁸ The period is a realistic time, usually not less than 35 days nor more than 105, allowing for bid evaluation, clarifications, and the Bank's "no objection" (where awards of Contract are subject to prior review).

17. Bid Security and Bid Validity Declaration	Bid, except as provided in ITB 17.
	16.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.
	17.1. If required below, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid Validity Declaration in original form as specified in the BDS.
	• Bid shall include a Bid Validity Declaration using the form included in Section IV, "Bidding Forms"
	17.2. The Bid Security shall be in the amount specified below and denominated in Belize Dollar or the currency of the Bid or in another freely convertible currency, and shall:
	The Bid Security amount is: <i>Not Applicable</i> (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution; (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside Belize, it shall have a correspondent financial institution located in Belize to make it enforceable. (c) be substantially in accordance with one of the forms of Bid Security included in Section IV "Bidding Forms," or other form approved by the Employer prior to bid submission; (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB 17.5 are invoked; (e) be submitted in its original form; copies shall not be accepted; (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB 16.2.
	17.3. If a Bid Security or a Bid Validity Declaration is required in accordance with ITB 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Validity Declaration in accordance with ITB 17.1, shall be rejected by the Employer as non-responsive.
	17.4. The Bid Security or the Bid Validity Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.

	17.5. The Bid Security may be forfeited, or the Bid Validity Declaration executed: (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 16.2; or (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28. (c) if the successful Bidder fails within the specified time to: (i) sign the Contract; or (ii) furnish the required performance security. 17.6. The Bid Security or Bid Validity Declaration of a JVCA must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Security or Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.
18. Alternative Proposals by Bidders 19. Format and Signing of Bid	18.1. Alternatives shall not be considered, unless specifically allowed below. If so allowed, ITB 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed: <i>Alternative Bids shall not be considered.</i> 18.2. Alternative bids, if allowed, shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. 19.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified below, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail. The number of copies of the Bid to be submitted shall be <i>one (1)</i> original and <i>two (2)</i> copies. Also, <i>one (1)</i> digital version on a USB Flash Drive. 19.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB 5.3 (a). The person or persons signing the Bid shall initial all pages of the Bid where entries or amendments have been made. 19.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. 19.4. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
D. Submission of Bids	
20. Submission,	20.1. Bidders may always submit their bids by mail or by hand. When so specified below, bidders shall have the option of submitting their bids

Sealing and Marking of Bids	electronically. Bidders submitting bids electronically shall follow the procedures specified in the BDS. In the case of Bids submitted by mail or by hand the Bidder shall seal the original and all copies of the Bid in two inner envelopes, duly marking them as “ORIGINAL” and “COPIES”, respectively, and shall seal the two inner envelopes into an outer envelope
	Bidders may submit their bids electronically: <i>No</i>
	20.2. The inner and outer envelopes shall
	(a) be addressed to the Employer at the address ⁹ provided below <i>Attention: Senior Procurement Specialist</i> <i>Street Address Sir Edney Cain Building</i> <i>Floor/Room number: 3rd Floor</i> <i>City: Belmopan, Cayo District</i> <i>Country: Belize</i> <i>*Ensure to place in the tender box</i>
	(b) bear the name and identification number of the Contract as given in ITB 1.1 above; (c) provide a warning not to open before the specified time and date for Bid opening as defined below . The warning should read “DO NOT OPEN BEFORE <i>December 30th, 2025, at 10:00 a.m.</i> ”
21. Deadline for Submission of Bids	20.3. In addition to the identification required in ITB 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB 22.
	20.4. If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.
	21.1. Bids shall be delivered (<i>or withdrew, substituted or replaced</i>) to the Employer at the address specified in ITB 20.2 (a) no later than the time and date specified below. <i>Date: December 30th, 2025</i> <i>Time: 10:00 a.m.</i>
	21.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.
22. Late Bids	22.1. Any Bid received by the Employer after the deadline prescribed in ITB 21 shall be returned unopened to the Bidder.
23. Withdrawal, Substitution	23.1. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB 21.

⁹ The receiving address should be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safekeeping until Bid opening. The address must be the same as the receiving address described in the Invitation for Bids.

and Modification of Bids	23.2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB 19 and 20, with the outer and inner envelopes additionally marked "Withdrawal", "Substitution", or "Modification" as appropriate
	23.3. Notices for withdrawal, substitution or modification of bids shall be delivered to the Employer at the address specified in ITB 20.2 (a) no later than the time and date specified in ITB 21.1.
	23.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Validity Declaration pursuant to ITB 17.
	23.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this instruction or including them in the initial Bid.

E. Bid Opening and Evaluation

24. Bid Opening	24.1. The Employer shall open the bids in public, and the withdrawal, substitution and modification notices made pursuant to ITB 23, in the presence of the bidders' representatives who choose to attend at the time, date and in the place specified below. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB 20.1, shall be as specified below. <i>Street Address: Sir Edney Cain Building</i> <i>Floor/Room number: 2nd Floor, Ministry of Finance, Conference Room</i> <i>City: Belmopan, Cayo District</i> <i>Country: Belize</i> <i>Date: December 30, 2025</i> <i>Time: 10:45 a.m.</i>
	24.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB 23 shall not be opened.
	24.3. The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications notices, the presence or absence of Bid Security or Bid Validity Declaration, if required, and such other details as the Employer may consider appropriate, shall be read aloud (and posted online when electronic bidding is used) by the Employer at the opening, and recorded when opened. No bid or notice shall be rejected at bid opening except for the late bids and notices pursuant to ITB 22. Substitution Bids and modifications submitted pursuant to ITB 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids and notices shall be returned un-opened to bidders

	24.4. The Employer shall prepare Minutes of the Bid Opening, including the record of readout bids and the information disclosed to those present, in accordance with ITB 24.3 ¹⁰ and promptly send copy of such minutes to all bidders who submitted bids in time.
25. Confidentiality	25.1. Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the Notification the Award the Contract. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
26. Clarification of Bids	26.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. ¹¹ The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB 28.
27. Determination of Responsiveness	27.1. Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB 4; (b) has been properly signed; (c) is accompanied by the Bid Security or the Bid Validity Declaration, if required; and (d) is substantially responsive to the requirements of the bidding document.
	27.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	27.3. If a Bid is not substantially responsive, it shall be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

¹⁰ A copy of the minutes should be sent by the Employer to the Inter-American Development Bank together with the Bid evaluation report, for contracts subject to prior review.

¹¹ In lump sum contracts, delete "unit rates" and replace with "the prices in the Activity Schedule."

28. Correction of Errors	28.1. In lump-sum contracts, the evaluation of the Financial part of each Bid, the Employer shall correct the arithmetic errors in the following manner: (a) List of Sub-Activity with prices: if there are errors between the total of quantities in the column for Sub-Activity price and the amount shown in the total for the Sub-activity, the first one shall prevail and consequently, the latter corrected; (b) List of Activity with prices: if there are errors between the total of the quantities shown in the price column for the Activity Price and the amount shown in the total price of the activities, the first one shall prevail and the latter corrected as a result; and when there is an error between the total of the quantities in the List of Sub-activity with prices and the corresponding amount in the Schedule of Activities with prices, the first one shall prevail and the second shall be corrected as a result; and (c) Global Summary: in case of errors between the total price of the activities in the calendar with prices and the amount indicated in the Global Summary, the first shall prevail and the latter corrected as a result. 28.2. The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid - Validity Declaration executed in accordance with ITB 17.5 (b).
29. Currency for Bid Evaluation	29.1. Bids shall be evaluated as quoted in Belize Dollars accordance with ITB 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Belize Dollar using the exchange rates prescribed in ITB 15.2.
30. Evaluation and Comparison of Bids	30.1. The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB 27. 30.2. In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows: (a) making any correction for errors pursuant to ITB 28; (b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB 18; (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB 23.5; 30.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding document or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation. 30.4. The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

	30.5. 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 as to the capability of the Bidder to perform the Contract for the offered Bid price. 30.6. In the event of identification of a potentially abnormally low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 30.7. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
31. Abnormally Low Bids	31.1. 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 as to the capability of the Bidder to perform the Contract for the offered Bid price. 31.2. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 31.3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
32. Unbalanced or Front-Loaded Bids	32.1. If the Bid which results in the lowest evaluated cost, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document. 32.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate: (a) accept the Bid; or (b) require that the total amount of Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or (c) reject the Bid.
33. Domestic Preference	33.1. A margin of preference shall not apply to compare the bids of national and foreign bidders.
34. Employer's Right to Accept any Bid and to	34.1. The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected

Reject any or all Bids	Bidder or bidders of the grounds for the Employer's action. ¹²
F. Award of Contract	
35. Award Criteria	35.1. The Employer 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: (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost.
36. Notification of Award	36.1. Prior to the expiration of the Bid Validity Period or any extension thereof, the Employer 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 Employer 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"). 36.2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Employer; (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) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in ITB 38.1. 36.3. The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in Belize, or in the official gazette. 36.4. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
37. Signing of Contract	37.1. The Employer 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 requested, shall be submitted within eight (8) Business Days of receiving this request. The selected Bidder <i>shall</i> submit the Form of Disclosure of Beneficial Ownership.

¹² Employers shall not reject bids or annul bidding processes, except as permitted in the Policies for the Procurement of Goods and Works financed by the Bank.

	37.2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-one (21) days of its receipt.
38. Performance Security	38.1. Performance Guarantee. Within the number of days indicated below of the receipt of Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another Form acceptable to the Employer. 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 Employer. A foreign financial institution providing a bond shall have a correspondent financial institution located in Belize, unless the Employer has agreed in writing that a correspondent financial institution is not required. The maximum number of days is <i>20 days</i>. 38.2. The Standard Form of Performance Security acceptable to the Employer shall be: <i>A Bank Guarantee shall be unconditional (on demand) (see Section X: Contract Forms). An amount of 10 percent of the Contract Price.</i> 38.3. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
39. Advance Payment and Security	39.1. The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated below. The Advance Payment shall be guaranteed by a Security. Section X “Contract Forms” provides a Bank Guarantee for Advance Payment form. The Advance Payment shall be limited to <i>20</i> percent of the Contract Price with an <i>Advance Payment Guarantee</i>
40. Technical Adjudicator	40.1. The Employer proposes the person named below to be appointed as Technical Adjudicator under the Contract, at an hourly fee specified below, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Technical Adjudicator, the Technical Adjudicator shall be appointed by the Appointing Authority designated below and the SCC at the request of either party.

	<i>The Technical Adjudicator proposed by the Employer is: Association Professional Engineers of Belize</i> <i>The hourly fee for this proposed Technical Adjudicator shall be BZD \$200-400/hr.;</i> <i>If a dispute arises, the parties shall refer it to adjudication. The adjudicator shall be an independent engineer with relevant expertise, agreed upon by both parties. If no agreement is reached within 10 days, the Association of Professional Engineers of Belize (APEB) Council shall appoint the most relevant person.</i>
41. Debriefing by the Employer	41.1. At the same time of the Notification of Award to the successful Bidder, the notification of the results of the bidding shall be send to unsuccessful Bidders.
	41.2. If a Bidder wishes to know the reasons why its Bid was not selected, a request could be made in writing (by the quickest means available, that is email). The Employer shall provide a debriefing to all unsuccessful Bidders who made a request as soon as possible
	41.3. The request shall be made to the following address:
	For the attention: <i>Ruby Pascascio</i> Title/position: <i>Sr. Procurement Specialist</i> Employer: <i>Ministry of Finance</i> Email address: rpascascio@ceu.mof.gov.bz

SECTION II - CHART OF EVALUATION, COMPARISON AND QUALIFICATION OF BIDS

Bids will be evaluated according to the following criteria

ITB	Criteria	Individual bidders	JVCA (incorporated or to be incorporated)		
			All the members of the JVCA	Each member	At least one member
ITB 4.1 5.2(a)	Nationality: bidder shall be a national from member countries of the Bank (member or eligible country)	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	
ITB 4.1(a)	The laws or regulations of Belize shall not prohibit commercial relations with the country of origin of the offeror;	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	
ITB 4.1(b)	There is not decision of the United Nations Security Council that prohibits the commercial relationship with the bidder's country of origin.	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	
ITB 4.2	A Bidder should not have conflicts of interest	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	
ITB 4.3 5.4(b)	A Bidder shall not be listed at the companies and sanctioned persons by the IDB list	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	
ITB 4.4	A Bidder shall not participate in more than one Bid, except for permitted alternative Bids	Shall meet the qualifying criteria		Shall meet the qualifying criteria	
ITB 4.4	Meets the maximum number of members in a JVCA		Shall meet the qualifying criteria		
ITB 4.5 5.4(b)	Government-owned enterprises shall be eligible if they can establish the condition in ITB 4.5	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	

ITB	Criteria	Individual bidders	JVCA (incorporated or to be incorporated)		
			All the members of the JVCA	Each member	At least one member
ITB 4.6	Bidder shall not be under suspension from bidding by the Employer as a result of non-compliance with a Bid-Securing Declaration.	Shall meet the qualifying criteria	Shall meet the qualifying criteria	Shall meet the qualifying criteria	
ITB 5.4(b)	Meets the average annual billing of construction work	Shall meet the qualifying criteria	Shall meet the qualifying criteria	each partner must meet at least 25% of minimum criteria	partner in charge at least 40% of minimum criteria.
ITB 5.4(c)	experience as contractor in design of works of a nature and complexity equivalent to the Works over the period specified	Shall meet the qualifying criteria			
	experience as contractor in the construction of works of a nature and complexity equivalent to the Works over the period specified	Shall meet the qualifying criteria			
ITB 5.4(d)	Availability of the essential equipment listed below	Shall meet the qualifying criteria			
ITB 5.4(e)	Meets the key site technical personnel	Shall meet the qualifying criteria			
ITB 5.4(f)	Meets the financial ratios	Shall meet the qualifying criteria		each partner must meet at least 25% of minimum criteria	partner in charge at least 40% of minimum criteria
ITB 5.4 (g)	Meets the minimum liquid assets and/or credit facilities	Shall meet the qualifying criteria		each partner must meet at least 20 % of minimum criteria	partner in charge at least 40% of minimum criteria.
ITB 5.4 (h)	Bidder does not have a consistent history of litigation or arbitration awards	Shall meet the qualifying criteria	Shall meet the qualifying criteria (if is a JVCA incorporated)	Shall meet the qualifying criteria	
ITB	Proposals for subcontracting below	Shall meet the	Shall meet the		

ITB	Criteria	Individual bidders	JVCA (incorporated or to be incorporated)		
			All the members of the JVCA	Each member	At least one member
5.4 (i)	the ceiling for subcontractor's participation	qualifying criteria	qualifying criteria		
ITB 5.4 (j)	Proposed Program comply with the requirements and characteristics of the work.	Shall meet the qualifying criteria	Shall meet the qualifying criteria		

ITB 5.4(d) Availability of the essential equipment listed

Equipment	Description	Quantity
(a)Survey total station	Prism range up to 4,000 meters	1
(b) Automatic level	20 x magnification	1
(c)Concrete Batching Plant	15 – 75 cubic yards per hour production rate	1
(d)Concrete Vibrators	1 – 2 horsepower	1
(e)Hauling Trucks	13 – 15 cubic yards capacity	1
(f)Cranes	50 – 250 tons capacity	1
(g)Excavators	20 – 30 tons operating weight	1
(h)Backhoes	10 – 15 tons operating weight	1
(i)Concrete pumping equipment	Boom length 90 – 175 feet, output capacity 75 – 270 cubic yards per hour	1

In addition to the equipment listed above, the Contractor shall possess all necessary tools, machinery, and facilities to execute the activities defined for the Project. Additional equipment shall include, but not be limited to, heavy-duty construction vehicles, material testing devices, concrete finishing tools, temporary shoring systems, and environmental monitoring equipment. The cost for all such equipment and resources shall be included in the contract price for the Project.

ITB 5.4(e) Key Personnel

Description of the profile	Years of Experience (general)	Description of characteristics of the post & Years of Experience in similar posts
Personnel for the Design Phase		
(a) Project Manager	Possesses a minimum of a Bachelor's Degree in Civil Engineering or a related field and a minimum of ten (10) years of experience as a Project Manager.	The proposed Project Manager shall demonstrate experience in successfully completing two (2) design and build projects for public markets, large landscape areas, or urban settings, as Project Manager within the last ten (10) years.
(b) Civil Engineer	Possesses a Bachelor's Degree in Civil Engineering or a related field and minimum of ten (10) of experience as a Civil Engineer.	The proposed Civil Engineer shall demonstrate experience in designing and overseeing the successful completion of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
(c) Architect	Possesses a Bachelor's Degree in Architecture or a related field and a minimum of ten (10) years of experience as an Architect.	The proposed Architect shall demonstrate experience in designing and overseeing the successful completion of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
(d) Environmental, Social, Health and Safety (ESHS) Specialist	Possesses a Bachelor's Degree in Environmental Engineering or a related field and minimum of ten (10) years of experience as an ESHS Specialist.	The proposed ESHS Specialist shall demonstrate experience in designing and implementing ESHS management strategies on two (2) infrastructure projects within the past ten (10) years.
(e) Electrical Engineer	Possesses a Bachelor's Degree in Electrical Engineering and a minimum of ten (10) years of experience as an Electrical Engineer.	The proposed Electrical Engineer shall demonstrate experience in designing and overseeing the successful completion of at

		least two (2) electrification projects for public spaces within the past ten (10) years.
Personnel for the Construction of Works Phase		
(f) Construction Manager	Possesses a Bachelor's Degree in Civil Engineering or a related field and minimum of ten (10) years of experience as a Construction Manager.	The proposed Construction Manager shall demonstrate experience in successfully managing the construction of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
(g) Foreman		The proposed Foreman shall demonstrate experience in successfully supervising the construction of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
(h) Electrical Technician		The proposed Electrical Technician shall demonstrate experience in designing and installing electrical systems for at least two (2) infrastructure projects within the past ten (10) years.

In addition to the personnel reflected above, the Contractor shall possess all other experts and facilities to carry out the activities defined. Other experts shall include but not be limited to estimators, CAD technicians, surveyors, geotechnical service providers, admin and secretarial support, etc. All computers, software and other testing and measuring devices relevant to the assignment shall also be available. The cost for all of these inputs shall be considered as included in the contract price for this consultancy.

Section III. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

Note: In these documents, references to Bank include both, the IDB, Bid Lab, as well as any fund administered by the Bank

Next, 2 options of number 1) are shown, for the User to choose the one that is appropriate, according to the source of financing. This source may be the Inter-American Development Bank (IDB), the Bid Lab or, occasionally, contracts can be financed by special funds that could include different criteria for eligibility to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:

1) List of Member Countries and Territories when the Inter-American Development Bank is financing:

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

Eligible Territories

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China

1) List of Countries when a Fund administered by the Bank is financing (Include the list of countries)]

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

A) Nationality.

- 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:
 - 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.
- b) A **firm** is considered to have the nationality of a member country if it meets the two following requirements:

- 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.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth 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 Employer 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 Employer.

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 IV. Bidding Forms

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Letter of Bid

[The Bidder shall fill in and submit this form with the Bid. If the Bidder objects to the Technical Adjudicator proposed by the Employer in the bidding document, it should so state in its Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with ITB 41]

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]

RFB Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[name and address of Employer]*

Conformity: Having examined the bidding document, including addenda *[insert list]*, we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Bid for the following price

	Price	Percentage over the total price*
Value of the Design: Belize Dollars	<i>[insert amount in numbers], [insert amount in words] Belize Dollars</i>	<i>[insert the percentage]</i>
Value of the Construction works:	<i>[insert amount in numbers], [insert amount in words] Belize Dollars</i>	<i>[insert the percentage]</i>
Total Contract Price:	<i>[insert amount in numbers], [insert amount in words] Belize Dollars</i>	<i>[insert the percentage]</i>

*Percentage shall not exceed the percentage established in ITB 14.2

(a) **Total price:** The Contract shall be paid in the following currencies:

Activity	Currency	Percentage payable in currency	Rate of exchange: <i>[insert number of local currency units per unit of foreign currency]</i>	Inputs for which foreign currency is required
DESIGN PHASE				
1.1				
1.2				
1.....				
CONSTRUCTION PHASE				
2.1				
2.2				
2.3				
2...				

(b) **Advance Payment:** The advance payment for each phase required is:

Amount	Currency	% OF THE VALUE OF THE PHASE
DESIGN		
(a)		
CONSTRUCTION		
(a)		
(b)		
(c)		
(d)		

(c) **Technical Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Technical Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Technical Adjudicator and propose instead that *[insert name]* be appointed as Technical Adjudicator, whose daily fees and biographical data are attached.

- (d) **Bidding Contract:** This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that the Employer is not bound to accept the Most Advantageous Bid or any Bid you receive.
- (e) **Bid Validity:** We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid Validity Declaration as required by the bidding document and specified in the BDS.
- (f) **Bid Validity and Bid Security:** Our Bid shall be valid for a period specified in the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **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 Employer, either during the selection process, or the execution of the Contract. In the event that the works contract includes the supply of goods and related services, we undertake that these goods and related services originate in member countries of the Bank.

In addition, we, including any subcontractor or supplier for any component of the contract, have no conflict of interest, in accordance with the provisions of ITB 4.2; and in case of detecting that

any of those named are in any conflict of interest, we will notify this circumstance in writing to the Employer, either during the selection process or the execution of the Contract;

(h) **Suspension and Debarment:** We, our subcontractors and suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents), we have not been directors, officers or principal shareholders and agents of a company or entity:

- (i) that has been declared ineligible by the Bank, or has been declared ineligible by the IDB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the IDB and other development banks;
- (ii) that has been declared ineligible under the laws or official regulations of the Employer's country,
- (iii) that has been declared ineligible pursuant to a decision of the United Nations Security Council, and
- (iv) that has incurred in any Prohibited Practice or Fraud and Corruption;

(i) **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]*

(j) **Cooperation:** We will use our best efforts to assist the Bank in any investigation;

(k) **Commissions, gratuities and fees:** We have paid, or will 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.")

(l) **Prohibited Practices:** We, and our subcontractors or suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents) have read and understood the definitions of Prohibited Practices of the Bank and the sanctions applicable to acts as described in this document and we are obliged to observe the relevant norms. In addition, we commit ourselves that within the selection process (and in case of being awarded, in the execution) of the contract, to observe the laws on fraud and corruption, including bribery, applicable in the country of the Employer.

In addition, we, and our subcontractors or suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents) acknowledge that failure to comply with any of these statements is the basis for the imposition by the Bank of one or more of the measures described in ITB 3.1.

Our company, its parent company, its affiliates or subsidiaries, subcontractors or suppliers for any part of the contract (including, in all cases, directors, officers, principal shareholders, proposed key personnel and agents):

- (i) We have not been declared ineligible by the Bank, or by any other International Financial Institution (IFI) with which the Bank has signed an agreement for the reciprocal recognition of sanctions, so that we may be awarded contracts financed by any of them; and
- (ii) We have not engaged in any Prohibited Practice or Fraud and Corruption and have taken the necessary measures to ensure that no person acting for us or on our behalf participates in fraud and corruption or prohibited practices.

(m) **Disclosure of Beneficial Ownership 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, we will indicate the reasons why it is not possible to provide the required information. We state herewith the authorization for the Borrower to publish as part of the Contract Award Notification the Beneficial Ownership Disclosure Form.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

List of Activities and Sub-activities with Prices

The total prices of the Activities at the List of Activities at the Bid is meant to complete the design and construction of the works on a "single liability" basis through a lump sum contract.

The cost of any activity or sub-activity (whether or not specified by the Employer) or omitted by the Bidder shall be deemed to be included in the price of other activities or sub-activities

The List of Activities and sub-activities with Prices provided by the bidder will be used for the bids evaluation. These lists, together with the work program, will be used as the basis for estimating the payments.

Activities prices

[To be completed by the bidder to reflect the cost structure appropriately]

Phase	Activity #	Description of the activity	Price	% of incidence over the total price
1	1	Design Development		
2	1.2			
	2.2			
	2.3.			
	2.4.			
	2.5.			
	6.			
	7.			
				
TOTAL AMOUNT				
Written total amount				

Sub-activities prices

[To be completed by the bidder to reflect the cost structure appropriately]

Phase	Activity #	Sub activity	Description of the sub-activity	Price	% of incidence over the total price
1	1.1	1.1.1	Design Development		
		1.1.2			
2	2.1	1.2.1			
		1.2.2			
		1.2.3			
	2.2	2.2.1			
		2.2.2			
		2.2.3			
					
TOTAL AMOUNT					
Written total amount					

Qualification Information

[The information to be filled in by bidders in the following pages shall be used for purposes of qualification or for verification of prequalification as provided for in ITB 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. If used for prequalification verification, the Bidder should fill in updated information only.]

1. Firms or Members of JVCA	1.1 Incorporation, constitution or legal status of Bidder: <i>[attach copy of document or letter of intent]</i> Place of constitution or incorporation: <i>[insert]</i> Principal place of business: <i>[insert]</i> Power of attorney of signatory of Bid: <i>[attach]</i> 1.2 Annual amounts of construction works performed during the last <i>[insert number pursuant to BDS 4.5(a)]</i> years <i>[insert amounts in the national currency equivalent]</i> 1.3 Experience in works of a similar nature and size is in <i>[insert number of works and information specified in ITB 5.3(c)]</i> <i>[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]</i>
------------------------------------	---

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a)			
(b)			

- 1.4 The major items of Contractor's Equipment proposed for carrying out the Works are: *[List all information requested below in accordance with ITB 5.3 (d).]*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

	1.5 The qualifications and experience of key personnel proposed are
--	---

	attached. <i>[Attach biographical data in accordance with ITB 5.3 (e). See also GCC Sub-Clause 9.1 and SCC Sub-Clause 9.1. Include the list of such staff in the following table]</i>
--	---

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

	1.6 The financial reports for the last 5 years: balance sheets, profit and loss statements, auditors' reports, etc., that are attached in accordance with ITB 5.3(f) are: <i>[List below and attach copies.]</i> 1.7 The evidence of access to financial resources in accordance with ITB 5.3(g) is: <i>[List below and attach copies of support documents.]</i> 1.8 Authorization with name, address, telephone, and facsimile numbers of banks that may provide references if contacted by the Employer is attached in accordance with ITB 5.3(h). <i>[Attach authorization]</i> 1.9 The information on current litigation(s) in which the Bidder is involved is attached in accordance with ITB 5.3(i). <i>[insert information in the following table].</i> 1.10 Declare works contracts that have been suspended or terminated by an Employer for reasons related to non-compliance with any environmental, social, health or safety requirements (including exploitation and sexual abuse (EAS) and gender-based violence (VBG)) in the last five years.
--	--

Other part(y)(ies)		Cause of dispute and amount involved	Amount of award and awardee
(a)			
(b)			
Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

	1.11 The proposed subcontracts and firms involved in accordance with ITB 5.3(j) are: <i>[Insert information in the table above. Also see GCC Clause 7 and SCC 7]</i>
--	--

	1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.
--	--

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

Form ESHS- MSIP

Environmental, Social, Safety and Health Management Strategies and Implementation Plans

The Bidder shall submit complete and concise Environmental, Social, Health and Safety Management Strategies and Plans to Implement (ESHS-MSIP).

These strategies and plans shall describe in detail the actions, materials, equipment, management procedures, etc. that shall be implemented by the Contractor and subcontractors to implement the works.

In preparing these strategies and plans, the Bidder shall take into account the contract ESHS stipulations, including the ones described in more details in Section VII, “Specifications & Performance Requirements.”

This shall be submitted following the award of contract.

Code of Conduct Standards

Environmental, Social, Health and Safety Code of Conduct

Bidders must demonstrate they have Code of Conduct standards that shall be applied to the Contractor's employees and subcontractors. The standards of conduct shall guarantee compliance with ESHS contract provisions, including those described in more details in Section VII, "Specifications & Performance Requirements."

Moreover, the Bidder shall present a plan on how the standards of conduct shall be implemented. This shall include: how it shall be introduced in the labor contracts, what training shall be provided, how it shall be monitored and how the Contractor shall address these violations.

Bid Security (Bank Guarantee)

Not Applicable

Bid Security (Bid Bond)

Not Applicable

Bid Validity Declaration

[If required, the Bidder shall fill in this form in accordance with the instructions indicated in brackets.]

Date: *[insert date]*

Name of contract: *[insert name]*

Contract Identification N°: *[insert number]*

RFB No.: *[insert number]*

To: _____

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid validity declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Employer for the period of time of **6 months** starting on **December 30th, 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 by us in the Bid Submission Sheet; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the bidding document; or
 - (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid validity shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification informing us that we are not the successful bidder; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JVCA, the Bid Validity Declaration must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

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

Section V & VI. General and Special Conditions of Contract

The General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) (colored in grey) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of General Conditions of Contract that follows has been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

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General and Special Conditions of Contract

A. General

1. Definitions	1.1. Boldface type is used to identify defined terms. (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder. (b) List of Activities means the priced and completed Bill of Quantities forming part of the Bid. (c) Compensation Events are those defined in GCC Clause 44 hereunder. (d) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1. (e) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below. (f) The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer. (g) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer. (h) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. (i) Days are calendar days; months are calendar months. (j) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. (k) A Defect is any part of the Works not completed in accordance with the Contract. (l) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. (m) The Defects Liability Period is the period named below Sub-Clause 35.1 and calculated from the Completion Date. The Defects Liability Period is <i>12 months</i> (n) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract. (o) The Employer is the party who employs the Contractor to carry out the Works, as specified below. The Employer is <i>Joseph Waight, Financial Secretary, Ministry of Finance (Government of Belize)</i> (p) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. (q) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
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	(r) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified below. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order. The Intended Completion Date for the Design phase shall be <i>October 19th, 2026</i> The Intended Completion Date for the whole of the Works shall be <i>September 6th, 2027</i> (s) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works. (t) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. (u) The Project Manager is the person named below (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. The Project Manager is <i>Kathya Castaneda, Project Manager for BL-L1046</i> (v) SCC means Special Conditions of Contract (w) The Site is the area defined as such below. The Site is located at <i>Orange Walk Town, Belize</i> and is defined in <i>Section VIII</i> (x) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site. (y) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager. (z) The Start Date is given below. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. The Start Date for the Design phase shall be <i>March 10th, 2026</i> The Start Date for the Construction works shall be <i>October 20th, 2026</i> (aa) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. (bb) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. (cc) A Variation is an instruction given by the Project Manager which varies the Works. (dd) The Design and construction Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined below.
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	The Design and Construction Works consist of <i>The Contractor shall design and construct a new public market (approximately 0.4 acres) in Orange Walk Town, Orange Walk District, hereafter referred to as the Project. The Project aims to create a vibrant, sustainable, and accessible market facility to support local vendors and community activities, with safe, functional, and aesthetically pleasing infrastructure. The design-build approach requires fully functional market facilities, including structural, electrical, plumbing, landscaping, accessibility, and painting features, compliant with all specified codes and standards.</i> (ee) ESHS are the environmental, social, health and safety obligations as stated in the Contractor's Bid as accepted by the Employer that the Contractor shall implement in the execution of the Works as well any national requirements on these topics, and should they not exist, as they are contained in the Inter-American Development Bank policy and implementation guidelines and the Specification. (ff) In interpreting these GCC, singular also means plural, male also means female, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
2. Interpretation	2.1. If sectional completion is specified below, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works). Sectional Completions with different completion date to the completion date for the whole works are: <i>Not Applicable</i> 2.3 The documents forming the Contract shall be interpreted in the following order of priority: (a) Agreement, (b) Letter of Acceptance, (c) Contractor's Bid (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Activity Schedule, and (i) any other document listed below as forming part of the Contract. The following documents also form part of the Contract: - Design Report - Quality Control Plan - Accessibility compliance Report - Construction Schedule

	- Environmental, Social, Health and Safety (ESHS) Management Strategies and Implementation Plans - Code of Conduct
3. Language and Law	3.1. The language of the Contract is English and the law governing the Contract is the law of Belize.
4. Project Manager's Decisions	4.1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation	5.1. The Project Manager may delegate any of his duties and responsibilities to other people, except to the Technical Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications	6.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting	7.1. The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors	8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to below. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification. Schedule of other contractors: <i>Not Applicable</i>
9. Personnel	9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to below, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule. Key Personnel: <i>Not Applicable</i> 9.2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. Reasons for dismissing a person include behavior that disregards the ESHS Code of Conduct (such as the spread of contagious diseases, sexual harassment, gender-based violence (GBV)), illegal or criminal activities).
10. Employer's and Contractor's Risks	10.1. The Employer carries the risks which this Contract states are the Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	11.1. From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks: (a) The risk of personal injury, death, or loss of or damage to

	property (excluding the Works, Plant, Materials, and Equipment), which are due to (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. 11.2. From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	12.1. From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
	12.2. Contractor's risks are when there is a breach of the environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV) and health and safety (ESHS) obligations established by the applicable law and/or the applicable Contract provisions.
	12.3. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated below for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	The minimum insurance amounts and deductibles shall be: (construction works phase) (a) for loss or damage to the Works, Plant and Materials: 3% of the insured sum (b) For loss or damage to Equipment: 3 % of the insured sum (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract

	<i>\$100,000.00 for any one occurrence and 3% deductible</i> (d) for personal injury or death: (i) of the Contractor's employees: <i>\$100,000.00 for any one occurrence and 3% deductible</i> (ii) of other people: <i>\$100,000.00 for any one occurrence and 3% deductible</i> Professional Indemnity Insurance shall be provided at a minimum value of the design services phase. 12.4. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred 12.5. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due. 12.6. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager 12.7. Both parties shall comply with any conditions of the insurance policies.
13. Site Investigation Reports	13.1. The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to below, supplemented by any information available to the Bidder. Site Investigation Reports are: <i>Not Applicable</i>
14. Queries about the Special Conditions of Contract	14.1. The Project Manager shall clarify queries on the SCC of this contract.
15. Contractor to Construct the Works	15.1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings approved by the Project Manager. 15.2. The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively

	comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically, and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.
16. The Works to Be Completed by the Intended Completion Date	16.1. After the design is approved by the Project Manager, the Contractor may commence execution of the Works on the Start Date listed in 1(z) and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	17.1. The Contractor shall submit Specifications and Drawings including the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
	17.2. The Contractor shall be responsible for design of the whole Works.
	17.3. The Project Manager's approval shall not alter the Contractor's responsibility for the design of the whole Works.
	17.4. The Contractor shall obtain approval of third parties to the design, where required.
	17.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.
18. Safety	18.1. The Contractor shall be responsible for all obligations concerning the environment, social, health and safety of all activities at the Site, according to the regulations in the Country of the Employer, and should there be none, according to stipulations of the contract conditions and the Specifications.
19. Discoveries	19.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated below, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. The Site Possession Date(s) shall be: <i>San Pedro Town and date(s)] TBD</i>
21. Access to the Site	21.1. The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits	22.1.	The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	22.2.	The Contractor shall permit the Bank to inspect their accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by persons appointed by the Bank. The Contractor shall maintain all documents and records related to the Bank-financed project for seven (7) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of prohibited practices and require to employees or agents with knowledge of the Bank-financed project to respond to questions from the Bank.
23. Disputes	23.1.	If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Technical Adjudicator within 14 days of the notification of the Project Manager's decision.
24. Procedure for Disputes	24.1.	The Technical Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	24.2.	The Technical Adjudicator shall be paid by the hour at the rate specified below, together with reimbursable expenses of the types specified below, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Technical Adjudicator. Either party may refer a decision of the Technical Adjudicator to an Arbitrator within 28 days of the Technical Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Technical Adjudicator's decision shall be final and binding.
		Fees and types of reimbursable expenses to be paid to the Technical Adjudicator: <i>The Technical Adjudicator proposed by the Employer is: Association Professional Engineers of Belize</i> <i>The hourly fee for this proposed Technical Adjudicator shall be BZD \$200-400/hr.;</i> <i>If a dispute arises, the parties shall refer it to adjudication. The adjudicator shall be an independent engineer with relevant expertise, agreed upon by both parties. If no agreement is reached within 10 days, the Association of Professional Engineers of Belize (APEB) Council shall appoint the most relevant person.</i>
	24.3.	The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified below.
		<i>Institution whose arbitration procedures shall be used:</i> <i>"United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i> <i>Sub-Clause 25.3—Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."</i>

	<i>The place of arbitration shall be: Belize</i>
25. Replacement of Technical Adjudicator	25.1. Should the Technical Adjudicator resign or die, or should the Employer and the Contractor agree that the Technical Adjudicator is not functioning in accordance with the provisions of the Contract, a new Technical Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Technical Adjudicator shall be designated by the Appointing Authority designated below at the request of either party, within 14 days of receipt of such request. Appointing Authority for the Technical Adjudicator: Association of Professional Engineers

B. Time Control

26. Program	26.1. Within the time stated below, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the design phase and during the Construction Works. The Contractor shall submit for approval by the Project Manager a Program for the Design within 10 days after the date of the Letter of Acceptance. Once the designs are approved by the Project Manager, as well as the construction phase, the Contractor shall submit for approval by the Project Manager a reviewed Program for the Works 10 days after the date of the approval. 26.2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities. ESHS Reporting “The Contractor shall also provide immediate notification to the Project Manager of incidents in at least the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager: (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; (e) any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children; or
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	(f) significant leak of hazardous material or pollution of water ways.
	26.3. For the construction phase, the Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated below. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated below from the next payment certificate of the Works and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. The period between Works Program updates is <i>30</i> days. The amount to be withheld for late submission of an updated Program is <i>1 % of contract price</i>
	26.4. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
27. Extension of the Intended Completion Date	27.1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost
	27.2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
28. Acceleration	28.1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
	28.2. If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
29. Delays Ordered by the Project Manager	29.1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
30. Management Meetings	30.1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

	30.2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
31. Early Warning	31.1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	31.2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager

C. Quality Control

32. Identifying Defects	32.1. The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
34. Correction of Defects	34.1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined below. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. The Defects Liability Period is: <i>12 months</i>
	34.2. Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
35. Uncorrected Defects	35.1. If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Activity Schedule	36.1. The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be coordinated with the activities on the Program.
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	36.2. The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.
37. Activity Schedule (Amendment)	37.1. The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule
38. Variations	38.1. All Variations shall be included in updated Programs and Activity Schedule produced by the Contractor. The Contractor shall also provide information of any ESHS risks and impacts of the Variation.
39. Payments for Variations and Value Engineering	39.1. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager, before the Variation is ordered.
	39.2. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	39.3. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given, and the Variation shall be treated as a Compensation Event.
	39.4. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
	39.5. Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following; (a) the proposed change(s), and a description of the difference to the existing contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and (c) a description of any effect (s) of the change on performance/functionality. The Employer may accept the value engineering proposal if the proposal demonstrates benefits that: (a) accelerate the contract completion period; or (b) reduce the Contract Price or the life cycle costs to the Employer; or (c) improve the quality, efficiency, safety or sustainability of the Facilities; or

	(d) yield any other benefits to the Employer, (e) without compromising the functionality of the Works. If the value engineering proposal is approved by the Employer and results in: (i) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the percentage specified in the PCC of the reduction in the Contract Price; or (ii) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price If the Employer approves the value-engineering proposal the amount to be paid to the Contractor shall be 30% of the reduction in the Contract Price.
40. Cash Flow Forecasts	40.1 When the Program or Activity Schedule for the Works is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
41. Payment Certificates	41.1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously. 41.2. The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor. 41.3. The value of work executed shall be determined by the Project Manager. 41.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities that have been completed.¹³ 41.5. The value of work executed shall include the valuation of Variations and Compensation Events. 41.6. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. 41.7. If the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses

¹³ In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

	from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failure to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).																								
42. Payments	DESIGN PHASE 42.1. The Employer shall pay the Contractor as follows <table><tr><th>#</th><th>Amount Belize Dollar</th><th>%</th><th>Product submitted</th></tr><tr><td>1</td><td></td><td></td><td>[e.g.] Submission and approval of the program</td></tr><tr><td>2</td><td></td><td></td><td></td></tr></table> CONTRUCTION WORKS PHASE 42.2. The Employer shall pay the Contractor as follows <table><tr><th>#</th><th>Amount Belize Dollar</th><th>%</th><th>Product submitted</th></tr><tr><td>1</td><td></td><td></td><td>[e.g.] Submission and approval of the program</td></tr><tr><td>2</td><td></td><td></td><td></td></tr></table> 42.3. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made 42.4. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made. 42.5. If an amount certified is increased in a later certificate or as a result	#	Amount Belize Dollar	%	Product submitted	1			[e.g.] Submission and approval of the program	2				#	Amount Belize Dollar	%	Product submitted	1			[e.g.] Submission and approval of the program	2			
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#	Amount Belize Dollar	%	Product submitted																						
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	of an award by the Technical Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. 42.6. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price. 42.7. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
43. Compensation Events	43.1. The following shall be Compensation Events: (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover work done, or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports if available), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. 43.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended. 43.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been

	provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
	43.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
44. Tax	44.1. The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.
45. Currencies	45.1. Where payments are made in currencies other than Belize Dollar, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
46. Price Adjustment	46.1. Prices shall be adjusted for fluctuations in the cost of inputs only if provided for below. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency: $P_c = A_c + B_c (I_{mc}/I_{oc})$ where: P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c." A_c and B_c are coefficients¹⁴ specified below, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c." The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 47, and the following information regarding coefficients <i>does not</i> apply. 46.2. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be

¹⁴ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

	deemed to take account of all changes in cost due to fluctuations in costs.
47. Retention	47.1. The Employer shall retain from each payment due to the Contractor the proportion stated below until Completion of the whole of the Works.
	The proportion of payments retained is: 5 %
	47.2. On completion of the whole of the Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	47.3. On completion of the whole Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, the Contractor may substitute retention money with an “on demand” Bank guarantee.
48. Liquidated Damages	48.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated below for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined below. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
	48.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.
49. Advance Payment	49.1. The Employer shall make advance payment to the Contractor of the amounts stated below by the date stated below, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> .
	49.2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by

	supplying copies of invoices or other documents to the Project Manager.
	49.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
50. Securities	50.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified below, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days later than the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year later than the date of issue of the Completion Certificate in the case of a Performance Bond.
	The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</i> (a) Bank Guarantee: <i>[insert percentage and amount(s)]</i> .
51. Daywork	51.1. If applicable, the Daywork rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way
	51.2. All work to be paid for as Daywork shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	51.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
52. Cost of Repairs	52.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
53. Force Majeure	53.1. 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.
	53.2. 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-contractors 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.
	53.3. The Contractor 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.
	53.4. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer 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.

E. Finishing the Contract

54. Completion	54.1. The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
55. Taking Over	55.1. The Employer shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a certificate of Completion.
56. Final Account	56.1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
57. Operating and Maintenance Manuals	57.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated below. The date by which operating, and maintenance manuals are required is <i>20 days after issuance of Completion Certificate</i> The date by which "as built" drawings are required is <i>within 20 days of the issuance of the completion certificate</i>
	57.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated below, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated below from payments due to the Contractor.
	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>2% of contract sum</i>

58. Termination	58.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	58.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following: (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Contractor does not maintain a Security, which is required; (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined below;
	The maximum number of days is: <i>100 days</i> (h) if Contractor, in the judgment of the Employer has engaged in Fraud and Corruption or Prohibited Practices in competing for or in executing the Contract, as established in the Policies of the Inter-American Development Bank, indicated in Clause 60.1 of these GCC; and (i) if the Contractor substantially prevents the exercise of the Bank's rights to perform audits, notwithstanding the provisions of Subclause 60.1 (f). of this Contract.
	58.3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 60.2 above, the Project Manager shall decide whether the breach is fundamental or not.
	58.4. Notwithstanding the above, the Employer may terminate the Contract for convenience at any time.
	58.5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
59. Prohibited Practices	59.1. 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 Bank¹⁵ 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. (a) For the purposes of this provision, the definitions of Prohibited Practices are as follows: (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; (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; (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; (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; (v) "<i>obstructive practice</i>" is (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 Subclause 60.1(f) below or access to information; and (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. (b) If, the Bank determines that at any stage of the procurement or
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¹⁵ Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI's are available on the Bank's web site (www.iadb.org/integrity)

	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: (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; (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 60.1 (b) (i) and (ii) shall also be
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	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 Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider
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	or concessionaire. (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. 59.2. The Contractor represents and warrants: (a) that has read and understood the Bank's definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; (b) that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; (c) that has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; (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 (e) that all commissions, representative or agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and (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 60.1 (b).
60. Payment upon Termination	60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated below. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. The percentage to apply to the value of the work not completed is 15%

	60.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
61. Property	61.1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
62. Release from Performance	62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
63. Payment's Suspension of Bank Loan	63.1. In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made: (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice. (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.
64. Eligibility	64.1. The Contractor and its Subcontractors shall have the nationality of a Bank's member country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements: (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: (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. (a) A firm is considered to have the nationality of a member country if it meets the two following requirements: (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. 64.2. All members of a JVCA and all subcontractors must meet the nationality criteria set forth above. 64.3. 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. 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.
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Section VII. Specifications & Performance Requirements

Specifications and Performance Requirements for the New Orange Walk Town Market Complex

1. Project Scope

The Contractor shall design and construct a new public market (approximately 0.4 acres) in Orange Walk Town, Orange Walk District, hereafter referred to as the Project. The Project aims to create a vibrant, sustainable, and accessible market facility to support local vendors and community activities, with safe, functional, and aesthetically pleasing infrastructure. The design-build approach requires fully functional market facilities, including structural, electrical, plumbing, landscaping, accessibility, and painting features, compliant with all specified codes and standards.

1.1 Design Phase

The Contractor shall carry out designs services for the Project based on the provided data and the specifications being provided.

The design stage includes:

- Reviewing available data.
- Conducting a comprehensive set of studies to inform the design phase, including soil studies, topographic surveys, potential flood level assessments, various risk exposure evaluations, and ecological surveys.
- Developing detailed designs, bills of quantities, detailed specifications, detailed work plans, etc. All market features shall be designed and endorsed by the relevant personnel for the assignment.
- Developing an Environmental, Social, Health, and Safety (ESHS) code of conduct and ESHS Management Strategies and Implementation Plans (MSIP) to ensure compliance during project execution.
- Acquiring permits from various agencies to execute the works.
- Undertaking all professional engineering and architectural services by professional engineers and architects registered with the Association of Professional Engineers of Belize (APEB) and the Association of Professional Architects of Belize (APAB), respectively. All professional electrical design and installation services shall be undertaken by professionals licensed by the Public Utilities Commission of Belize.

The design phase ends when all detailed designs, bills of quantities, detailed specifications, detailed work plans, and permits have been submitted and approved by the Project Manager.

1.2 Construction Phase

The Contractor shall carry out construction services for the Project, which includes mobilization, fabrication of elements, installation of elements, and all works associated with the Project.

This construction phase commences upon completion of the design phase and ends upon issuance of the Certificate of Completion by the Project Manager.

1.3 Defects-Liability Phase

This phase begins following the issuance of the Completion Certificate and shall run for a period of 12 months and ends upon the issuance of the Defects-Liability Certificate. The defects-liability phase shall be extended for as long as defects remain to be corrected.

2. General Specifications

2.1 Applicable Codes and Standards

The design, materials, fabrication, and construction shall comply with the following:

- American Concrete Institute (ACI) 318-19: Building Code Requirements for Structural Concrete.
- ACI 530-13: Building Code Requirements for Masonry Structures
- American Iron and Steel Institute (AISI) S100: Standards for the design and construction of cold-formed steel structural members.
- American Society of Testing Materials (ASTM) Standards: Relevant standards for materials and testing (e.g., ASTM C150, A615, A123, A572, C90, C33, C140, F567, etc.)
- National Electrical Code (NEC) (NFPA 70-2023): National Electrical Code for electrical fixtures
- American with Disabilities Act (ADA) Standards for Accessible Design (2010): Accessibility requirements for wheelchair access
- International Building Code (IBC) 2021: International Building Code for general structural and safety requirements
- Belize Building Code 2024: Belize Building Code for general structural and safety requirements to be used in conjunction with the IBC 2021.
- American Society of Civil Engineers (ASCE) 7-22: Minimum Design Loads and Associated Criteria for Buildings and Other Structures

- Belize Water Industry Act, Chapter 222: Water supply components
- International Plumbing Code 2023: Establishes minimum standards for plumbing systems.
- Other codes deemed applicable by the designer.

All codes utilized for the Project shall prioritize the integration of energy efficiency and climate resilience technologies to promote sustainable practices and enhance environmental adaptability.

2.2 Design Submittals

- Design Report: Submit results of studies highlighted in Section 1.1 along with detailed structural calculations, shop drawings, and architectural/ engineering design plans stamped by a licensed Professional Engineer (P. Eng.) registered in Belize and a licensed Professional Architect (P. Arch) registered in Belize. Submit detailed specifications, bills of quantities, detailed estimates of the works, and 3-D renderings of the designs.
- Quality Control Plan: Detail fabrication, inspection, and testing procedures per relevant standards.
- Accessibility Compliance Report: Demonstrate compliance with ADA standards, including ramp slopes, handrails, and surface treatments.
- Construction Schedule: Provide a detailed timeline for design, related fabrication, and construction phases, including milestones activities.
- Environmental, Social, Health and Safety (ESHS) Code of Conduct: Provide a code of conduct that will apply to the Contractor's employees to ensure compliance with the contract's ESHS obligations. The Code of Conduct shall also include how it will be introduced into conditions of employment/engagement, what trainings will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.
- ESHS Management Strategies and Implementation Plans (MSIP): Provide MSIP to manage key Environmental, Social, Health and Safety (ESHS) risks.

All design submittals shall be validated by the Project Manager. These submittals may be subject to adjustments based on risk and hazard conditions as defined by relevant environmental authorities, in accordance with the recommendations of the Project Manager. Any proposed modifications shall be incorporated during the design phase and accompanied by corresponding specifications.

2.3 Construction Submittals

- Material Certifications: Provide certifications for all materials, including concrete, reinforcement, electrical fixtures, and landscaping materials per ASTM and NEC requirements.
- Monthly progress reports which detail progress relevant to the baseline construction schedule submitted.
- Monthly ESHS MSIP reports.

All construction submittals shall be validated by the Project Manager. These deliverables may be subject to adjustments in accordance with the recommendations of the Project Manager. Any proposed modification shall be incorporated prior to the acceptance of the submittal.

2.4 Quality Assurance

Documentary evidence shall be provided by the Contractor verifying compliance with all specified codes during fabrication and construction.

The Contractor shall provide records of material certifications, test reports, and inspections.

The Contractor shall ensure that pre-construction meetings are undertaken to review quality control procedures, safety protocols, and compliance with regulatory bodies.

2.5 Environmental and Safety Requirements

Ensure compliance with the Project's Environmental and Social Management Plan (ESMP), including those enforced by the Belize Department of Environment.

The ESMP is available at the following link: [CLICK HERE TO ACCESS!!!](#).

Contractors shall ensure that all activities are aligned with the commitments and requirements outlined in the ESMP.

The Contractor shall:

- Verify and ensure that all necessary permits, licenses, and approvals are in place before commencing any works. This includes but is not limited to:
 - Environmental permits and approvals;
 - Municipal authorizations;
 - Rights-of-way or easement agreements (servitudes of passage);

- Any other regulatory requirements applicable to the intervention sites
- Designate qualified Environmental, Social, and Health and Safety (ESHS) personnel, approved by the Supervising Engineer, to oversee and ensure the implementation of all environmental, social, and occupational health and safety (OHS) measures on site;
- Train all personnel and subcontractors on the Code of Conduct and ensure compliance throughout the duration of the contract;
- Establish and operate a Grievance Redress Mechanism (GRM) accessible to both workers and local communities;
- Prepare and submit an Environmental and Social Compliance Report with the progress of the implementation of the Environmental and Social Management Plan (ESMP);
- Notify the Executing Agency in writing within ten (10) days of becoming aware of any of the following situations:
 - material non-compliance with environmental and social requirements;
 - serious incidents or accidents related to project works resulting in fatalities, permanent disabilities, or cases of sexual violence involving contracted workers;
 - initiation of regulatory actions for serious environmental, social, or OHS violations; or
 - newly identified environmental and social risks that may significantly affect the Program. The notification must include actions taken or proposed in response to such events.

In addition, the Contractor shall implement the following key environmental and social programs described in the ESMP:

- Waste and hazardous materials management program;
- Biodiversity protection and natural habitat conservation measures;
- Soil erosion and sediment control plan;
- Occupational Health and Safety (OHS) program, including the provision and use of personal protective equipment (PPE), emergency response, and worker safety training;
- Community Health and Safety program, including traffic management, signage, and control of public access to work areas;

- Environmental monitoring and reporting system;
- Communication and community engagement activities in accordance with the SEP.

All costs associated with the implementation of these obligations, including staffing, training, reporting, and mitigation measures, shall be borne by the Contractor.

2.6 Site Conditions

The Contractor shall verify site-specific conditions, including, but not limited to soil properties, flood levels, and environmental exposures, through various investigations and coordination with local authorities.

Coordinate with the Orange Walk Town Council (OWTC) and the Central Building Authority (CBA) for permits and compliance with local codes and regulations.

Account for environmental sensitivities, including implications on site as it relates to the existing storm water drainage system, and cultural assets per NICH requirements.

3. Construction Specifications

3.1 Market Stall Structures:

- Construct enclosed stalls per ACI 318-19 and IBC 2021.
- Concrete: Minimum 28-day compressive strength of 4,000 psi, maximum water-cement ratio of 0.45, per ACI 318-19. Use Type I Portland cement and aggregates.
- Roof: Fabricate corrosion-resistant steel with 50 ksi yield strength. Use screw connections per AISI S100.
- Electrical: Install receptacles and fixtures per NEC 2023, using UL-listed, weather-resistant components. Provide 5 foot-candle illumination for evening use, verified by photometric analysis.
- Plumbing: Install fixtures and accessories in accordance with the Belize Water Industry Act, Chapter 222.
- Accessibility: Include ramps, handrails, and stable surfaces per ANSI A117.1-2017.
- Paint: Apply water-based acrylic paint to all exposed concrete and steel surfaces. Apply two coats over a compatible primer.
- Loads: Design per ASCE 7-22.

3.2 Drainage Retrofitting:

- Retrofit drains with concrete slabs per ACI 318-19.
- Concrete: Minimum 28-day compressive strength of 4,000 psi, maximum water-cement ratio of 0.45, per ACI 318-19. Use Type I Portland cement and aggregates.
- Manholes: Install every 50 LF.
- Drainage: Ensure 1% minimum slope with appropriate backfill.

3.3 Chain Link Fencing:

- Construct 6 ft fence with concrete base and barb wire per ASTM F567 and IBC 2021.
- Concrete: Minimum 28-day compressive strength of 4,000 psi, maximum water-cement ratio of 0.45, per ACI 318-19. Use Type I Portland cement and aggregates.
- Gates: Install heavy-duty hinges and locks for pedestrian and vehicular access.
- Paint: Apply water-based acrylic paint to all exposed concrete and steel surfaces. Apply two coats over a compatible primer.
- Loads: Design per ASCE 7-22.

3.4 Bathroom Facilities:

- Construct stalls per ACI 318-19, IBC 2021, and ADA 2010.
- Concrete: Minimum 28-day compressive strength of 4,000 psi, maximum water-cement ratio of 0.45, per ACI 318-19. Use Type I Portland cement and aggregates.
- Roof: Fabricate corrosion-resistant steel with 50 ksi yield strength. Use screw connections per AISI S100.
- Plumbing: Install fixtures and accessories in accordance with the Belize Water Industry Act, Chapter 222. Allow for the application of odor control measures.
- Electrical: Install lighting and receptacles per NEC 2023 (IP66 rating).
- Accessibility: Ensure 60" turning radius, slip-resistant surfaces, and grab bars per ADA 2010.
- Paint: Apply water-based acrylic paint to all exposed concrete and steel surfaces. Apply two coats over a compatible primer.
- Loads: Design per ASCE 7-22.

3.5 Aerobic Sewage Treatment Systems and Grease Traps:

- Install systems based on calculated daily usage in accordance with IPC 2024.
- Use aerobic sewage treatment units based on calculated gallons/day.
- Systems shall be designed in accordance with IPC 2024, the Project's ESMP, and Belize Department of Environment standards.

3.5 Janitor's Storage and Manager's Room:

- Construct per ACI 318-19 and IBC 2021.
- Concrete: Minimum 28-day compressive strength of 4,000 psi, maximum water-cement ratio of 0.45, per ACI 318-19. Use Type I Portland cement and aggregates.
- Roof: Fabricate corrosion-resistant steel with 50 ksi yield strength. Use screw connections per AISI S100.
- Electrical: Install fixtures and receptacles per NEC 2023.
- Plumbing: Install fixtures per IPC 2021.
- Air Conditioning: Install 1adequate size based on room dimensions.
- Accessibility: Include ramps, handrails, and 60" turning radius per ADA 2010.
- Paint: Apply water-based acrylic paint to all exposed concrete and steel surfaces. Apply two coats over a compatible primer.
- Loads: Design per ASCE 7-22.

3.6 Garbage Receptacles:

- Install secure receptacles for waste segregation per Department of the Environment standards.
- Use stainless steel or powder-coated aluminum.
- Paint: Apply powder-coated finish to aluminum components, ensuring adhesion.
- Ensure lockable and weather-resistant design.

3.7 Weather Resistant Seating Features:

- Benches: Install weather-resistant benches with corrosion-resistant materials (e.g., stainless steel per ASTM A276 or powder-coated aluminum per ASTM B221). Ensure a minimum load capacity of 500 lbs per seat, per IBC 2021.
- Anchoring: Secure benches to concrete bases with stainless steel anchors (ASTM A193), embedded per ACI 318-19, to resist uplift and vandalism.

3.8 Lighting and Landscaping Standards:

- Lighting: Install LED, weather-resistant lighting (IP66 rating) per NEC (NFPA 70-2023). Ensure 5 foot-candle illumination for market areas, verified by photometric analysis. Use UL-listed fixtures and PVC or galvanized conduits per NEC Article 314.
- Grounding: Ground all electrical components per NEC Article 250 using copper conductors.
- Install photocells, where applicable, for energy-efficient lighting operation.
- Landscaping: Plant native trees, shrubs, and grass, ensuring species are suitable for the local environment in accordance with ASTM D5268. Install irrigation systems with drip lines to minimize water waste.

3.9 Parking Bays, Walkways, and Pathways:

- Concrete Pavers: Use precast concrete pavers (8,000 psi) per ASTM C936 for pathways, accessways, and parking bay. Ensure a slip-resistant surface (coefficient of friction $\geq$ 0.6, per ADA 302).
- Base Preparation: Install a 6-inch compacted granular base per ASTM D2940, with geotextile fabric.
- Drainage: Ensure a 2% minimum slope and 4-inch diameter drains per ASTM C1782.
- Joints: Use polymeric sand joints per ASTM C144, with a minimum joint width of 1/8 inch.
- Installation: Lay pavers in a herringbone or running bond pattern per the Interlocking Concrete Pavement Institute (ICPI) guidelines.

3.10 Accessibility Requirements (ADA Compliance)

- Pathways: Provide 5 ft clear width, with cross slopes $\leq$ 2% and running slopes $\leq$ 5% without handrails per ADA 403.3.

- Ramps: Maximum slope of 8.33% (1:12) with landings every 30 ft per ADA 405. Handrails (34-38 inches high) per ADA 505.
- Surface: Use slip-resistant, broom-finished concrete (coefficient of friction ≥ 0.6) per ADA 302, with flush transitions (≤ 0.25 inches) per ADA 303.

3.10 Electrical Supply

- Install main electrical meter and sub meters for each stall, complete with breakers and grounding in accordance with the NEC 2023.
- Sub-meters shall be utilized to reconcile electrical usage with the main electrical meter.

3.11 Plumbing and Water Supply Installations

- Install plumbing, main bulk meter, sub-meters for stall that shall be fitted with a water connection, and water supply connections per IBC 2021 and the Belize Water Industry act, Chapter 222, Water Industry (Plumbing) Code.
- Sub-meters shall be utilized to reconcile water usage with the main bulk meter.
- Install water saving measures where applicable.

3.12 Testing and Inspection

- Material Testing: Test concrete per ASTM C39, masonry per ASTM C140, and aggregates per ASTM C33.
- Structural Inspection: Verify element integrity, alignment, and surface finish per applicable standards.
- Accessibility Inspection: Conduct field inspections for ADA compliance, using precision leveling and friction testing.
- Electrical Testing: Test continuity and insulation resistance (minimum 100 M Ω) per NEC, and verify lighting performance with a photometric survey.
- Plumbing Testing: Maintain 30 psi pressure for 24 hours on all plumbing lines.

3.13 Maintenance and Durability

- Drainage: Ensure proper site grading for adequate drainage.
- Maintenance Manual: Provide detailed inspection intervals (e.g., annual), cleaning procedures (e.g., pressure washing), and repair methods for all components.

3.14. Signage

The Market shall be equipped with the following signs at a minimum:

- Warning signs: alerting users to any potential hazards.
- Regulatory signs: informing users of rules and regulations.
- Guide signs: informing of Market name, directional and information signs.
- Accessibility signs: indicating accessibility routes.

4. Deliverables upon Completion

- As-Built Drawings: Submit drawings reflecting the final constructed outputs, including structural, electrical, and accessibility features, in both PDF and CAD formats.
- Operation and Maintenance Manual: Include procedures for routine inspections, cleaning, and repairs, with contact information for maintenance support.

5. Performance Requirements

- Design for a minimum service life of 50 years with maintenance intervals specified in the maintenance manual.
- The design shall optimize cost, constructability, and aesthetics while meeting all code requirements and local aesthetic preferences (e.g., incorporating local architectural elements).

6. Personnel for the Assignment

6.1 Design Phase

- **Project Manager:** Possesses a minimum of a Bachelor's Degree in Civil Engineering, Architecture, or a related field and a minimum of ten (10) years of experience as a Project Manager. The proposed Project Manager shall demonstrate experience in successfully completing two (2) design and build projects for public markets, large landscape areas, or urban settings, as Project Manager within the last ten (10) years.
- **Civil Engineer:** Possesses a Bachelor's Degree in Civil Engineering or a related field and a minimum of ten (10) years of experience as a Civil Engineer. The proposed Civil Engineer shall demonstrate experience in designing and overseeing the successful completion of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
- **Architect:** Possesses a Bachelor's Degree in Architecture or a related field and a minimum of ten (10) years of experience as an Architect. The proposed Architect shall

demonstrate experience in designing and overseeing the successful completion of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.

- **Environmental, Social, Health, and Safety (ESHS) Specialist:** Possesses a Bachelor's Degree in Environmental Engineering or a related field and a minimum of ten (10) years of experience as an ESHS Specialist. The proposed ESHS Specialist shall demonstrate experience in designing and implementing ESHS management strategies on two (2) infrastructure projects within the past ten (10) years.
- **Electrical Engineer:** Possesses a Bachelor's Degree in Electrical Engineering and a minimum of ten (10) years of experience as an Electrical Engineer. The proposed Electrical Engineer shall demonstrate experience in designing and overseeing the successful completion of at least two (2) electrification projects for public spaces within the past ten (10) years.

6.2 Construction Phase

- **Construction Manager:** Possesses a Bachelor's Degree in Civil Engineering or a related field and a minimum of ten (10) years of experience as a Construction Manager. The proposed Construction Manager shall demonstrate experience in successfully managing the construction of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
- **Foreman:** The proposed Foreman shall demonstrate experience in successfully supervising the construction of at least two (2) projects for public markets, large landscape areas, or urban settings within the past ten (10) years.
- **Electrical Technician:** The proposed Electrical Technician shall demonstrate experience in installing electrical systems for at least two (2) infrastructure projects within the past ten (10) years.

In addition to the personnel reflected above, the Contractor shall possess all other experts and facilities to carry out the activities defined. Other experts shall include but not be limited to estimators, CAD technicians, surveyors, geotechnical service providers, admin and secretarial support, etc. All computers, software and other testing and measuring devices relevant to the assignment shall also be available. The cost for all of these inputs shall be considered as included in the contract price for this consultancy.

7. Equipment

The essential equipment which the Contractor shall have accessible for the Project is as follows:

- Surveying equipment
- Concrete batching plant
- Concrete vibrators
- Hauling trucks for the transportation of large items.
- Cranes for the loading and unloading of large items.
- Excavators
- Backhoes
- Concrete pumping equipment

In addition to the equipment listed above, the Contractor shall possess all necessary tools, machinery, and facilities to execute the activities defined for the Project. Additional equipment shall include, but not be limited to, heavy-duty construction vehicles, material testing devices, concrete finishing tools, temporary shoring systems, and environmental monitoring equipment. The cost for all such equipment and resources shall be included in the contract price for this project.

**GOVERNMENT OF BELIZE
MINISTRY OF FINANCE, INVESTMENT
ECONOMIC TRANSFORMATION, CIVIL
AVIATION AND E-GOVERNANCE**



CODE OF CONDUCT
**Project: BL-L1046: Sustainable and
Inclusive Urban Development Program**

Prepared by: Dr. Pedro Villegas
Environmental and Social Specialist



Friday May 23rd, 2025.

SUGGESTED CONTENT OF THE CODE OF CONDUCT

A. Model Standard Code of Conduct for Workers

We are the Contractor company **[Name of the company Contractor]**. We have signed a contract with **[Employer Name]** to **[Job Description: Consultant, Site Supervision, Skilled Construction Worker, Watchman, Office Assistant, etc.]**.

These activities will take place at **[Site where the work will be carried out]**. Our contract obliges us to implement measures to address environmental and social risks related to assigned work activities, including risks of sexual exploitation, sexual abuse, and harassment.

This Code of Conduct is part of our measures to address environmental and social risks related to the construction site **[of the Project BL-L1046: Sustainable and Inclusive Urban Development Program]**. It applies to all the personnel at the managerial, administrative, or technical level, workers and other employees at the Construction Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and to any other personnel who support us in the execution of the Works and in the administration and management of the Program. All these individuals are referred to as "Contractor Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior we require of all Contractor and executing agency personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all people should feel comfortable raising issues or concerns without fear of retaliation.

Contractor/CEU personnel shall:

1. Carry out his duties competently and diligently.
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and welfare of other contractor personnel and any other person.
3. Maintain a safe working environment including:
 - ensure that workplaces, machinery, equipment, and processes under the control of each person are safe and free from health risk.
 - use the required personal protective equipment.
 - use appropriate measures relating to chemical, physical and biological substances, and agents; and
 - Follow applicable emergency operating procedures.
4. Bring up work situations that he/she believes are unsafe or unhealthy and move away from

work situations that he/she reasonably believes pose an imminent danger to his/her life or health.

5. Do not use violence and treat others with respect, and do not discriminate against specific groups such as women children and people with disabilities.
6. Not engaging in sexual harassment, which means unwanted sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with the contractor's or Employer's other personnel.
7. Not engaging in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. In Bank-financed operations/projects, sexual exploitation occurs when access to Bank-financed Goods, Works, Consulting or Non-Consulting services is used to extract sexual gain.
8. Not or engage in sexual abuse, which means actual or threatened physical intrusion of a sexual nature, either by force or under unequal or coercive conditions.
9. Engage in any form of sexual activity with persons under the age of 18, except in the case of a pre-existing marriage.
10. To complete the relevant training courses to be given in relation to the environmental and social aspects of the Contract, including health and safety, sexual exploitation and abuse (SA) and sexual harassment (SA) matters.
11. Not to retaliate against anyone who reports violations of this Code of Conduct, either to us or to the Employer, or anyone who makes use of the Contractor's Staff Grievance Management Mechanism or the Program Grievance Management Mechanism.
12. In special cases such as chance finds, training should be given on the heritage value of places, objects for the country. Avoiding looting by carelessness or lack of vigilance.

B. RAISE CONCERNS

If any person observes behavior that they believe may represent a violation of this Code of Conduct, or that otherwise concerns them, they should raise the issue promptly. This can be done in any of the following ways:

1. Contact **[Name of the Contractor/CEU's ESS]** with relevant experience in handling cases of sexual exploitation, sexual abuse, and harassment, or if such person is not required under the Contract, another person designated by the Contractor to deal with these matters] in writing at this address **[Contact address]** or by telephone at **[Phone Number]** or in person at **[Place of contact]**.
2. Call **[Phone number]** to contact the contractor/CEU hotline and leave a message.

The identity of the person shall be kept confidential unless the necessary allegations are reported under national law. Anonymous complaints or denunciations may also be filed and

given all due and appropriate consideration. We take all reports of potential misconduct seriously and will investigate and take appropriate action. We will provide recommendations to service providers who can help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises good faith concern for any behavior prohibited by this Code of Conduct. Such a retaliation would be a violation of this Code of Conduct.

C. CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Staff may result in serious consequences, including warning notice, temporary suspension or contract termination and possible referral to legal authorities.

D. FOR CONTRACTED PERSONNEL

I have received a copy of this Code of Conduct written in a language I understand. I understand that, if I have any questions about this Code of Conduct, I may contact my Contractor or the CEU contact person with relevant experience (including sexual exploitation, abuse, and harassment cases in handling those types of case cases), requesting an explanation.

Name of the staff member:

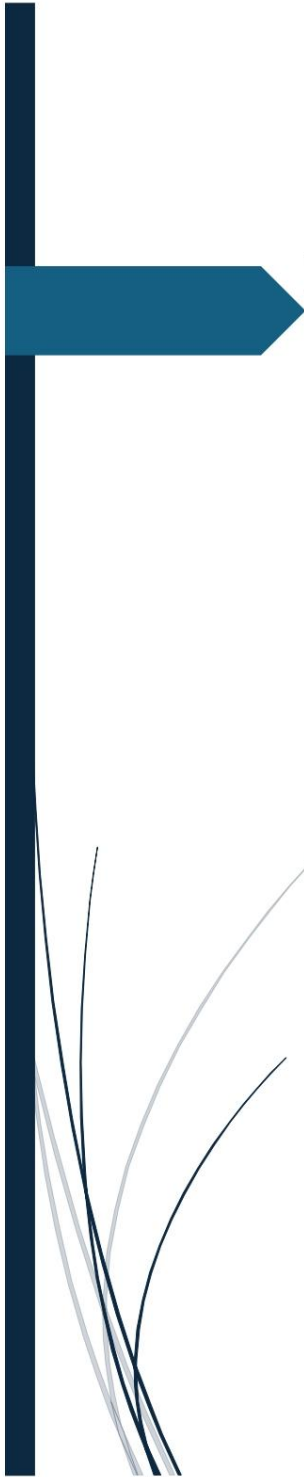
Signature:

Date:

Countersignature of the authorized representative of the Contractor / CEU:

Signature:

Date:



ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS

**Project BL-L1046 - Sustainable and
Inclusive Urban Development Program**

MINISTRY OF FINANCE, ECONOMIC DEVELOPMENT, AND INVESTMENT
CENTRAL EXECUTING UNIT
ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS
ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS
Project BL-L1046 – Sustainable and Inclusive Urban Development Program

Program 1: Monitoring and Control of Compliance with Mitigation Measures

Program 1: Monitoring and Control of Compliance with Mitigation Measures	
Socio-environmental effects to be prevented or corrected:	Deviations in implementation of mitigation measures
Management Measures	
To ensure effective oversight of compliance with the identified mitigation measures, the contractor will establish and maintain a comprehensive "compliance monitoring system". This system will serve as a means to oversee the implementation of each mitigation measure during the construction stage. The compliance monitoring system will include, but is not limited to, the following elements: • Actions to be Implemented: A detailed description of specific actions and steps to be taken to execute each mitigation measure. • Necessary Material Resources: An inventory of the materials, equipment, and resources required to carry out mitigation measures effectively. • Responsible Staff: Identification of personnel responsible for execution and supervision of each mitigation measure, including their roles and responsibilities. • Indicators of Compliance: Establishment of clear and measurable indicators that will be used to assess the degree of compliance with each mitigation measure. • Goals and Frequency of Monitoring: Defined objectives for achieving compliance, along with the frequency and methodology for monitoring progress towards these goals. This structured compliance monitoring system will ensure that the construction project adheres to the established mitigation measures and operates in a manner that minimizes potential environmental or regulatory impacts.	
Monitoring and Compliance	
Indicators	
• Number of ESHS Non-Conformities (environmental, social and safety and hygiene) identified during the inspections.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

**MINISTRY OF FINANCE, ECONOMIC DEVELOPMENT, AND INVESTMENT
CENTRAL EXECUTING UNIT
ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS**

Program 2: Construction Sites Management

Program 2: Construction Sites Management	
Socio-environmental effects to be prevented or corrected:	Minimize the environmental and social impacts of the preparatory activities of the works
Management Measures	
The work sites must ensure the minimal impact on the environment and incorporate the following considerations: • Establishment of a materials storage and collection area. • Implementation of an efficient waste collection and storage system. • Supply of sufficient water resources for sanitary and operational needs. • Installation of appropriate signage for safety and guidance. • Availability of a well-equipped first aid kit. • When deemed necessary, provision of an electric generator with a waterproof base. Among the specific recommendations, the following guidelines have been established: • Provision of Adequate Communication Equipment: All work sites shall be equipped with reliable communication tools, such as radios, to facilitate prompt requests for assistance during emergencies. • Fire Safety Measures: Work sites must be equipped with fire extinguishers or other appropriate fire suppression systems. • Emergency Response Training: Personnel shall undergo comprehensive training in emergency response procedures, first aid, and proper hygiene practices. • Site Cleanup: Upon completion of construction activities at each work site, all residual materials must be promptly removed, ensuring a clean and organized environment. • Machinery Maintenance and Compliance: Regular maintenance checks and technical verifications will be conducted to ensure construction machinery remains in good working condition. • Runoff management: The drainage of excess water, soil movement, and stockpile management shall prioritize the preservation of natural drainage patterns and land runoff levels to prevent erosion and its associated environmental impacts. • Covered Transportation and Material Handling: All materials prone to generating dust will be transported in vehicles equipped with tarpaulins and maintained at adequate humidity levels to minimize dispersion during transit. Additionally, during on-site stockpiling, regular wetting of materials susceptible to dust generation will be enforced. Efforts will be made to minimize stockpile quantities, wherever operationally feasible, to reduce potential emissions. • Road and Site Maintenance: To control dust emissions from roads lacking an asphalt layer, a regular watering schedule will be implemented, ensuring these surfaces are dampened at least twice a day. The speed of construction vehicles using access roads without asphalt will be regulated and limited (ranging from 20 to 40 km/h depending on specific conditions). • Dust Control during Earth Extraction: When excavating or moving soil, measures will be taken to mitigate dust emissions. This will include the application of water or other appropriate suppressants to the material during extraction to minimize airborne dust.	
Monitoring and Compliance	
Indicators • The ratio of work sites where management measures have been applied to the total number of active work sites.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 3: Air Quality, Noise and Vibrations Management

Program 3: Air Quality, Noise and Vibrations Management	
Socio-environmental effects to be prevented or corrected:	Impacts of air quality, dust and noise near community or urban areas.
Management measures	
Emissions Control Measures: • Ensure all construction equipment is maintained in accordance with the manufacturer's specifications. • Implement dust suppression measures as necessary in unpaved areas. • Prohibit incineration of non-vegetative wastes (e.g., refuse) at construction sites. • Reduce unnecessary idling of construction equipment and delivery trucks when they are not in active use. • Maintain cleanliness, especially of tires, on work vehicles to prevent tracking of dirt both within and outside the construction site. • Covering of work vehicles transporting friable materials to prevent dispersion of materials beyond the site. • Minimize drop heights of materials during construction operations. • Establish and enact a comprehensive grievance procedure in the event of receiving complaints related to dust and/or exhaust emissions.	
Noise Control measures: • Ensure maintenance of all construction equipment in accordance with manufacturer's specifications to minimize noise emissions. • Strategic Work Scheduling: Plan construction, modification, and rehabilitation activities to take place during daylight hours when heightened noise levels are generally more acceptable to the surrounding community. • Develop and implement a comprehensive Construction Communications Plan to proactively notify neighboring receptors, such as residents, commercial establishments, religious institutions, and hotels, about upcoming construction activities. • Consider Acoustic Enclosures: Evaluate the necessity of installing acoustic enclosures where applicable to mitigate noise generated by construction activities. • Discourage unnecessary idling of construction equipment and trucks to minimize noise emissions and environmental impact.	
Monitoring and Compliance	
Indicators • Absence of grievances voiced by neighboring commercial establishments and/or the local community.	
Monitoring Regular daily site inspections shall be conducted, encompassing the following critical aspects: • Visual assessment for dust migration to detect any instances of dust transgressing site perimeters. • Visual assessment of areas with a heightened propensity for dust emissions, such as haul roads, stockpiles, and operational zones. • Equipment and machinery service records.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 4: Erosion Control

Program 4: Erosion Control	
Socio-environmental effects to be prevented or corrected:	Effects of erosion and sedimentation on the environment. Soil disturbance, degradation, and erosion.
Management measures	
Erosion control measures • The minimization of disturbance area will be a paramount objective, and clear demarcation will be established to delineate the boundaries of this zone. • All activities will strictly occur within the designated work zone, ensuring that the work scope is confined to this specific area. • Vehicle movements will be confined to predefined roads and tracks, thereby mitigating potential off-road impacts. • Management of runoff water and soil displacement and accumulations will be carried out with a primary focus on preserving their natural flow patterns and adhering to the natural runoff levels of the terrain. • Monitoring and periodic inspections will be conducted to assess the effectiveness of sediment controls, particularly after significant rainfall events exceeding 10mm in a 24-hour period.	
Monitoring and Compliance	
Indicators • Absence of Substantial Sediment Deposition: There should be no noticeable accumulation of sediment beyond the designated works area.	
Monitoring • Daily inspections of the work site will be conducted. • Sediment controls will be assessed during site inspections and following significant rainfall events (defined as more than 10mm of rainfall within 24 hours, leading to site runoff). The assessment will also encompass the removal of any accumulated sediments as needed.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 5: Flora and Fauna Management

Program 5: Flora and Fauna Management	
Socio-environmental effects to be prevented or corrected:	Impacts on vegetation cover and wildlife
Management measures	
This Program incorporates measures aimed at mitigating impacts on local flora and fauna and aims to cultivate a shared responsibility among all involved parties in safeguarding and preserving the local flora and fauna. Throughout its execution, regular audits will be carried out to ensure adherence to it. Necessary modifications will be made based on monitoring outcomes and feedback received from stakeholders. Furthermore, comprehensive training sessions will be provided to construction personnel, emphasizing the significance of biodiversity conservation and the application of mitigation measures. Additionally, awareness activities will be organized for both workers and the local communities.	
Flora management measures	
- Assess the net area of natural vegetation loss once construction sites are defined. - The Contractor must implement a revegetation scheme for zero net loss of vegetation and prioritize the retention of mature and significant trees, with clear criteria for removal only when necessary. Compensatory measures should include planting indigenous tree species in nearby areas. A 3:1 compensation ratio for tree removal is required. - Ensure that only native species are used in landscaping and rehabilitation efforts. - Determine the revegetated area four months after planting, considering surviving vegetation. - Remove vegetal cover just before construction commences. - Minimize time on construction sites to limit disturbance to the natural habitat. - Store the topsoil separately for ground leveling, respecting the edaphic sequence. - Strictly prohibit the introduction of invasive plant species into the project area. Conduct regular inspections and implement measures to prevent their inadvertent introduction or spread, ensuring that only native species are used in landscaping and rehabilitation efforts. - Develop proactive communication channels with adjacent communities to disseminate information about the planting initiatives, with the aim of engaging neighbors in the preservation of local vegetation.	
Fauna	
- Ensure all personnel receive proper training in identification and safeguarding of native flora and fauna, as well as protocols for dealing with potentially hazardous animals. - Implement specific measures for fauna's habitat restoration, such as the installation of nesting boxes or shelters to support the local fauna population. - Implement strategies to deter wildlife from areas earmarked for vegetation clearance. Encourage their relocation to adjacent areas without the need for capture. For less mobile species, promote rescue and relocation to nearby suitable habitats. - Recommend the adoption of reduced vehicle speeds within the project area. - Enforce a strict prohibition on hunting within the project area.	
Monitoring and Compliance	
Indicators	
Reduction in vegetation covers surface.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 6: Waste Management

Program 6: Waste Management	
Socio-environmental effects to be prevented or corrected:	Pollution due to improper handling of waste generated on site.
Management measures	
Waste generated during the construction phase comprises two distinct categories: common household waste, characterized by low hazard, and specialized waste, considered potentially dangerous. The first category encompasses materials such as packaging waste, plastics, pipe cuttings, wood, cardboard, food scraps, wires, bags containing lime and cement, cables, bricks, and similar non-hazardous items. The second category comprises hazardous materials such as rags, contaminated wood, filters, gloves, or other solid objects tainted with oils, hydrocarbons, traces of solvents, varnishes, paints, as well as waste stemming from coating and welding electrodes. Additionally, it includes used oils and containers or packaging with residues of the aforementioned substances.	
Waste Management Measures • Personnel training and waste management: all personnel must be adequately trained to distinguish between the two distinct categories of waste and to rigorously maintain their segregation throughout the entirety of the project's development. This includes the proper handling and management of waste. • Waste storage and categorization: all waste materials must be segregated based on their inherent properties, such as reusability, recyclability, or categorization as household or special waste. This segregation should occur under controlled conditions to preserve their inherent characteristics and prevent any unintended dispersion. • Waste disposal prohibitions: no form of waste generated during the construction phase, whether it is of household or special nature, solid or liquid, may be incinerated, buried, or discharged into water bodies or the soil. Strict adherence to these prohibitions is mandatory. • Prevention of unattended waste: under no circumstances shall unattended waste be left unattended at construction sites, where it may be accessible to both wildlife and individuals. • Waste documentation: a comprehensive record of the waste generated at each construction site must be diligently maintained, documenting the type, volume, and detailed characterization of the waste produced. • Effluent management: whenever feasible, the practice of washing tools and machinery on the construction site should be avoided. In cases where this is unavoidable, a designated location must be provided for the temporary containment of effluents. These effluents must be removed from the project area at the conclusion of each phase of work.	
Low Hazard Waste Management Measures • When the recycling of assimilable household waste is both technically and economically viable, it will be carried out. • Should recyclable materials prove valuable to the residents of the locality, they shall be made available to those who express a need for them, following consultations and mutual agreement with the local populace. • Waste materials that remain unutilized within the Project Area must be securely stored and promptly removed upon the successful conclusion of each phase of the project.	
Special Waste Management Measures • Special waste must be securely stored in appropriate containers, in compliance with the nature of the substances, and treated as hazardous waste, in accordance with prevailing legal regulations. • In the event of accidental spills, the Environmental Agency (EA) will be immediately informed, and necessary measures for the containment and elimination of the spilled hydrocarbon or chemical	

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Program 6: Waste Management	
product will be carried out. Immediate absorption using suitable materials (such as absorbent cloths or clay) shall be applied. Any contaminated soil or vegetation shall be treated as special waste. - Any generation of pathological waste resulting from personal accidents requiring first aid care must be carefully separated, stored, and treated in strict adherence to prevailing legislation. - Hazardous waste generated because of construction activities should be diligently managed, adhering to current legislation. These materials must be securely stored within designated facilities, ensuring their proper preservation. After completion of the works, prompt removal and transportation of special waste to an appropriate facility for treatment and final disposal must be carried out. - Transportation and disposal of special waste must exclusively be carried out by licensed and authorized operators. Under no circumstances will the ultimate disposal of special waste be conducted at open dumps or landfills designated for household waste.	
Monitoring and Compliance	
Indicators - Amount of hazardous waste generated by the project. - total dry waste and construction surplus generated by the project. Monitoring - Training in supervising hazard waste registration forms for key personnel. - Records of the removal of hazardous waste for its ultimate disposal. - Reviewing hazardous waste removal records for compliance. - Verifying accreditation certificates for hazardous waste disposal.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 7: Effluent Management

Program 7: Effluent Management	
Socio-environmental effects to be prevented or corrected:	Pollution due to inadequate management of effluents generated by work activities.
Management Measures	
Effluent Management Measures - Identify and categorize all potential sources of effluents. - Implement specific protocols for handling different types of effluents (domestic, construction, stormwater runoff). - Conduct regular training sessions for construction personnel on the proper handling, storage, and disposal of potentially harmful substances to prevent accidental spills or leaks. - Regularly monitor, test, and treat effluents discharged from the construction site. - Prioritize managing water drainage, soil movements, and stockpiles in alignment with natural flow patterns and land runoff levels. - Implement erosion and sediment control measures to minimize the introduction of sediment-laden runoff into water bodies. - Install impermeable flooring in susceptible areas and a surrounding channel connected to an autonomous drainage system to direct rainwater towards treatment facilities. - Install enough portable toilets or equivalent facilities. Prioritize toilets with efficient waste management systems and low-water-consumption sanitation solutions. Effluents from these facilities will be removed and sanitized daily by authorized operators or service providers. - Implement wastewater recycling systems for sanitation facilities, where feasible, using greywater treatment for non-potable purposes like irrigation or construction. - Establish a Tools and Machinery Maintenance Protocol. Efforts will be made to avoid on-site tool and machinery washing. When such washing is unavoidable, cleaning areas will be designated and equipped with containment measures to prevent the washing of tools and machinery from affecting the surrounding environment. Explore and encourage the use of eco-friendly cleaning agents to minimize environmental impact.	
Monitoring and compliance	
Indicators Total effluent types generated by the project.	
Monitoring Record sheet documenting the withdrawal and inspection of portable toilets by the contractor.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 8: Occupational and Community Health and Safety

Program 8: Occupational and Community Health and Safety	
Socio-environmental effects to be prevented or corrected:	Accidents and incidents that affect occupational and community health and safety
Management measures	
The contractor shall regularly ensure compliance with relevant standards and regulations, including international best practices (such as the International Finance Corporation guidelines). This will involve retaining a team of professional advisors. All personnel are required to receive training in equipment operation, machinery use, and vehicle operation in accordance with prevailing regulations within protected areas. Clear and permanent identification of all available elements must be conducted, alongside the use of signage and instructional materials for educational purposes. The contractor must supply Personal Protective Equipment (PPE) and provide comprehensive induction training to workers, covering PPE types, proper usage, characteristics, and limitations.	
Occupational Health and Safety Subprogram	
A comprehensive assessment of risk factors associated with each job role, including an enumeration of the workforce exposed to these risks, must be carried out. The following measures are recommended to enhance workplace safety: • Conduct Daily 5-Minute Safety Talks before commencing work. Topics should be tailored to the specific risks associated with ongoing activities. • Develop and implement Safe Work Procedures for the safe execution of activities. Emphasize adherence to established safety protocols. • Regularly inspect and ensure the proper functioning of equipment, machinery, and essential safety apparatus such as fire extinguishers. • Apply Safety Data Sheets for hazardous products, ensuring that relevant information is readily accessible to workers. • Provide necessary Personal Protective Equipment (PPE) to all workers on the construction site in accordance with the specific requirements of their tasks. • demarcate work areas and storage zones using appropriate signaling in order to promote awareness and help prevent accidents. • Develop a comprehensive Contingency Plan and ensure that all workers are proficiently trained in its implementation to address unforeseen circumstances. • Conduct proper Waste Management by exercising control over the collection, treatment, and disposal of residues and waste, while adhering to basic sanitation standards. • Verify that personnel operating equipment possess the necessary licenses and certifications. • Training in Environmental, Health, Hygiene, and Occupational Safety. The following activities are classified as high-risk within the occupational context, and demand a diligent commitment to safety protocols, continuous training, and strict adherence to established guidelines to mitigate potential hazards and ensure the well-being of personnel involved: • Work at Heights and on Scaffolding • Hot Work (Welding) • Machinery Maintenance • Electrical Work	
Community Health and Safety Subprogram	
This subprogram is designed to address potential risks and impacts on the health and safety of communities affected by the project. The Contractor is required to conduct a comprehensive evaluation of the project's potential effects on the health and safety of the affected communities, with specific	

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Program 8: Occupational and Community Health and Safety

attention to individuals facing vulnerability due to their unique circumstances, such as children. Subsequently, the Contractor is expected to propose mitigation measures in strict adherence to the mitigation hierarchy. The assessment will encompass the following key aspects:

- Thorough evaluation of the impact on **traffic and road safety**, with the aim of minimizing any adverse effects on the community.
- Implementation of clear and effective **signaling** and delineation measures at work sites to enhance safety and minimize potential hazards.
- Rigorous management and safety protocols for handling **hazardous materials** to prevent any harm to the health and safety of the affected communities.
- Development and implementation of a comprehensive **emergency preparedness and response plan**, ensuring swift and effective actions in the event of unforeseen circumstances.

The Contractor is expected to integrate these measures into the project's execution, reflecting a commitment to responsible and conscientious project management.

Labor Management Procedure Subprogram

The contractor is required to formulate a comprehensive Labor Management Procedure (LMP) designed to articulate a structured framework governing the actions and responsibilities of both the employer and the workforce. This protocol is applicable to individuals employed directly by the contractor and extends to personnel engaged through third-party entities (sub-contractors).

The primary objective of the LMP is to establish and maintain employment relationships grounded in the principles of equal opportunities and equitable treatment. The employment of children or forced labor is strictly prohibited. The contractor, along with its subcontractors, is expressly prohibited from engaging individuals below the minimum age of employment as prescribed by relevant legal statutes, with a minimum threshold of no less than 15 years of age.

The LMP will include the creation of a **grievance redress mechanism**. This mechanism is designed to provide a channel through which workers, and where applicable, their affiliated organizations, can voice concerns related to the workplace. Additionally, it serves as a platform for the lodging of complaints pertaining to instances of sexual and gender-based violence. The contractor is tasked with ensuring the effectiveness and accessibility of this grievance redress mechanism to facilitate a transparent and responsive resolution process.

Monitoring and Compliance

Indicators

- Frequency rate (number of accidents x 200,000/man-hours worked in the period).
- Severity Index (number of serious accidents x 200,000/ man-hours worked in the period).
- Fatal Accident Incidence Rate (Number of fatal accidents x 200,000/Number of exposed workers).
- Number of personnel using PPE according to the risk of the activity / Total number of personnel.
- Number of workers with Medical and Labour Insurance / Total number of workers in the project

Monitoring

- Work accident registration forms.
- PPE delivery record forms.
- Record sheets for training in the use of PPE.
- Certification forms for the use of specific machinery.
- Safety procedures for critical activities.
- Risk analysis and checklists for critical activities.

Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 9: Traffic and Pedestrian Management

Program 9: Traffic and Pedestrian Management	
Socio-environmental effects to be prevented or corrected:	Accidents and incidents that affect occupational and community health and safety
Management measures	
The Master Contractors will prepare the Traffic and Pedestrian Management Program. Consultation with key stakeholders will be conducted prior to Program finalization. The Contractors will ensure implementation of this Program. The Traffic and Pedestrian Management Program shall: • Identify the sensitive location (religious facility, educational facility, health facility, commercial areas) along the site access roads. • Identify the road condition, traffic congestion areas and peak traffic load period. • Identify the traffic hotspots like road junctions, market areas, school areas. • Provision of traffic marshal (signalman) in identified traffic sensitive locations. • Identify any major road repairing requirements along the site access road. • Prepare the Traffic and Pedestrian Management Program based on local sensitivity (religious gathering, school timing, market timing and peak traffic timings); • Implement procedure to follow road safety requirements by the drivers & helpers. • Implement procedure to check fit certificates of the vehicles to minimize the emission of air and noise. • Monitor road conditions to identify any damage of road or structures and remedy immediately to reduce the potential for significant impacts to the local communities. Contractors are responsible for ensuring that drivers receive instructions in accordance with the Traffic and Pedestrian Management Program to maintain appropriate speeds. Additionally, they must conduct induction and training sessions for all drivers to promote safe driving practices. Furthermore, contractors are obligated to enforce compliance among drivers, ensuring adherence to all legal and project-specific safety regulations relevant to road safety measures.	
Monitoring and Compliance	
Indicators • Number of work fronts marked with signs in accordance with the approved Traffic and Pedestrian Management Program /Number of work fronts that require signage in accordance with Traffic and Pedestrian Management Program. • Number of road accidents. Monitoring • Weekly inspection program • Monthly inspection report • Road safety accident records	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 10: Pest and Vector Control

Program 10: Pest and Vector Control	
Socio-environmental effects to be prevented or corrected:	Spread of pests and vectors
Management Measures	
To safeguard public health, it is strongly advised that the Contractor engages the services of a certified and proficient company with the following responsibilities: • Pest disinfection: before the removal of green waste and soil movement, the contracted company should conduct thorough pest disinfection. This involves the use of appropriate products and methods to eliminate pests effectively. • Municipal coordination: the contracted company must collaborate with municipal authorities to prevent the unlawful deposition of municipal solid waste on neighboring properties without structures and in adjacent streets. This coordination helps maintain a clean and sanitary environment. • Product protocols: to ensure safety, it is recommended to request and monitor the protocols for the products used in pest elimination. This includes assessing potential side effects and residual impacts, ensuring that only approved and safe products are utilized. • Waste management: the company responsible for pest disinfection must manage the waste generated during their operations. They should promptly remove containers used for pest control, and evidence of proper disposal should be provided. • Food handling and fire prevention: to prevent the attraction of rodents and snakes, no food remnants should be left exposed, and open fires should be avoided. Both hot food and ash can be an attraction for these species, posing risks to public health. • Eco-friendly pest control: when addressing pest and vector control, prioritizing environmentally conscious products is imperative. It is essential to explore alternatives with minimal ecological impact for non-targeted species. Whenever feasible, the use of highly toxic substances should be minimized or avoided entirely.	
Monitoring and compliance	
Indicators • Completed pest and vector disinfection/control applications to the total planned applications in the Program.	
Monitoring • Verification of disinfection certificates in alignment with the predetermined disinfection schedule, including projected fumigation dates, specified products for use, outlined safety protocols, Contingency Plan, etc. • Validation of bait withdrawal and proper final disposal confirmation.	
Periodicity of Supervision of the degree of Compliance and Effectiveness of the Measure	Monthly
Head of Audit	Construction Inspection

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Program 11: Socio-Environmental training for construction personnel

Program 11: Socio-Environmental Training for Construction Personnel	
Socio-environmental effects to be prevented or corrected:	Lack of knowledge regarding the personnel's role in preserving, protecting, and conserving the environment, as well as ensuring occupational safety in the performance of their duties
Management measures	
Socio-Environmental Training To carry out the training process, informative sessions will be conducted prior to the commencement of work. Subsequently, ongoing exchange and training meetings will be organized, tailoring content to meet the specific requirements of diverse projects with environmental implications. Additionally, drills addressing emergency response protocols will be conducted. The planning and execution of these training sessions will be conducted under the oversight of safety, hygiene, and environmental professionals employed by the contractor. The training program encompasses a comprehensive agenda, including, but not limited to, the following topics: • Basic induction in environmental protection. • Evaluation and control of risks with a focus on personnel safety. • Management of environmental contingencies such as spills and fires. • Fire prevention and control measures. • Comprehensive waste management procedures. • Protection and management of plant species in the immediate environment. • Safe handling of chemical substances. • Familiarization with the company's Code of Conduct and addressing gender-related issues. • The implementation of this program will ensure a thorough understanding of essential environmental and safety protocols, contributing to the effective management of potential risks and emergencies. Code of Conduct The Contractor is required to develop and implement a comprehensive Code of Conduct for Site Personnel, as exemplified in Annex 2, Appendix A. This code shall be incorporated into employment contracts for both the Contractor and Subcontractors, adhering to the guidelines outlined in the LMP. To mitigate the risk of gender, social, political, cultural, or racial conflicts, and to maintain order, the Contractor must take necessary measures and precautions. This includes preventing tumult or disorder among construction personnel, employees hired by them, or Subcontractors, while ensuring the preservation of order, protection of inhabitants, and the security of public and private property within the project's area of influence. The Code expressly prohibits harassment, violence, exploitation, and racism. Its application is mandatory for all individuals involved in the project, both during and outside of working hours. Non-compliance or infringement of the established rules of conduct will result in sanctions, fines, or dismissals, depending on the severity of the violation. All construction personnel, irrespective of their hierarchical level, are required to participate in training sessions and discussions related to the Code. Furthermore, the Contractor is obligated to conduct a minimum of two activities addressing non-discrimination and gender equity for all personnel affected by the project. These activities will focus on: 1) the prevention of sexual exploitation of children and adolescents, including labor and criminal consequences; and 2) fostering positive relationships between men and women in the workplace.	

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Program 11: Socio-Environmental Training for Construction Personnel	
Prior to these activities, the Contractor must submit an Action Plan for approval by the Construction Management. This plan should outline the responsible parties for implementation, the methodology, and the schedule. Upon completion, a comprehensive evaluation report must be submitted. Additionally, the Contractor is required to establish, within an agreed-upon timeframe with Construction Management, a protocol addressing sexual harassment in the workplace.	
Monitoring and Compliance	
Indicators • Percentage of personnel trained in accordance with the Training Program. • Percentage of training sessions given out of the total training sessions required according to the Training Program.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 12: Disaster Management and Emergency Response

Program 12: Disaster Management and Emergency Response	
Socio-environmental effects to be prevented or corrected:	Human, economic, and environmental losses associated with an emergency and protect areas of social, economic, and environmental interest located in the area of influence of the project.
Management measures	
Contingency Prevention and Control Strategies Contractor Responsibilities: • Strict compliance with general and specific regulations, rules, procedures, and instructions pertaining to health, hygiene, and occupational safety. • Identification and mitigation of all potential risks leading to workplace accidents or occupational illnesses. • Identification and rectification of unsafe conditions within work areas. • Enforcement of standards and procedures outlined in environmental management plans. • Development of programs aimed at enhancing working conditions and implementing procedures to ensure greater safety during project execution. • Implementation of training and awareness campaigns for workers focused on Occupational Health practices. • Periodic communication of specific job risks to each worker, along with information about environmental risks and preventive measures. • Ensuring that the design, engineering, construction, operation, and maintenance of equipment align with safety norms and procedures endorsed by Construction Supervision. • Establishment of periodic and preventive maintenance programs for machinery, equipment, and facilities. • Facilitation of inspections and investigations related to occupational health conditions conducted by competent authorities. • Provision of necessary and suitable personal protective equipment based on the level of risk, adhering to Industrial Safety recommendations. • Development of an emergency response plan in collaboration with the National Emergency Management Organization (NEMO). • Ensuring availability of essential resources and materials for effective response to emergencies. Employee Responsibilities: • Execute tasks with utmost care, ensuring operations adhere to safety standards, environmental regulations, and the guidelines outlined in the management plan programs. • Vigilantly monitor machinery and equipment to promptly identify and report any risks or dangers to superiors. Address human, physical, mechanical, or environmental issues that arise during work. • Refrain from operating unauthorized machines or allowing unauthorized personnel to handle equipment under their responsibility. • Avoid the introduction of alcoholic or intoxicating substances in the workplace and avoid working under their influence. • Workers operating machinery with moving parts must avoid wearing loose clothing, jewelry, or accessories. If they have long hair, secure it with a cap or hairnet. • Safely utilize and maintain company-provided work items, safety devices, and personal protective equipment. Maintain cleanliness and order in workplaces and services. • Actively participate in company-approved programs for preventing occupational accidents, illnesses, and community health issues.	

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Program 12: Disaster Management and Emergency Response

- Promptly report any procedures or operations that violate safety regulations and pose a threat to individuals, colleagues, or company assets.
- Vehicle drivers must adhere to internal traffic regulations and those of protected areas during work execution.
- Propose activities that promote occupational health within the workplace.
- Implement actions specified in emergency protocols and strategies.

Fire Prevention and Control:

The Contractor is responsible for preventing and controlling fires in the workplace. In case of a fire, the following actions will be taken:

- Utilize the nearest fire extinguishers to prevent the fire from spreading.
- Request external support when necessary and initiate control procedures with available resources as a first response.
- Establish means for maintaining constant communication, such as radios or telephones.
- Evacuate individuals from the work front and the camp until the emergency is under control.
- Identify and evaluate the emergency, determining the point of occurrence, cause, magnitude, consequences, actions to follow, and necessary support for control.

Actions in Case of Floods:

- In the event of flash flooding, immediately move to higher ground.
- Stay vigilant for sudden flooding in streams, drainage channels, and other areas.
- Avoid driving through flooded areas.
- Once the emergency is controlled, the emergency coordinator will prepare a comprehensive final report.

Monitoring and Compliance

Indicators

- Number of environmental and health accidents managed in accordance with the defined procedure.

Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

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Program 13: Community Information and Participation

Program 13: Community Information and Participation	
Socio-environmental effects to be prevented or corrected:	Misinformation of the public regarding the progress and tasks of the project.
Management measures	
Contractor Responsibilities: • Project Reporting: Maintain timely and updated records on the project's implementation and progress. Promptly address queries, observations, complaints, and claims from the Works Inspection, proactively identifying and implementing solutions to identified problems. • Communication Channels: Provide the public with a transparent and accessible means of communication. Establish a complaints book for public access. Make available a 24-hour contact telephone number, an email address, and a web interface for the community to submit their claims, complaints, and suggestions. Ensure that all submitted comments are promptly analyzed and receive a swift response. • Community Information and Participation: Implement the Community Information and Participation Program consistently throughout the project's lifecycle. Give special attention to ensuring clear, transparent, and timely communication with all individuals benefiting from the program. • Community Engagement: Establish a mode of engagement with the community affected by the project's development. Inform the community about the project's schedule and progress to foster transparency. • Access to Information: Facilitate equal access to information, with a commitment to promoting gender equity among all interested social sectors. These responsibilities underscore the contractor's commitment to effective communication, community engagement, and transparency throughout the project.	
Monitoring and Compliance	
Indicators • The percentage of complaints managed properly during the month according to the defined mechanism over the total number of complaints generated. • Percentage of public consultations carried out over the total number of public consultations required.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

**MINISTRY OF FINANCE, ECONOMIC DEVELOPMENT, AND INVESTMENT
CENTRAL EXECUTING UNIT
ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS**

Program 14: Chance Find Procedure

Program 14: Chance Find Procedure	
Socio-environmental effects to be prevented or corrected:	Destruction of historical, cultural, archaeological, and paleontological heritage.
Management measures	
This program will be systematically implemented throughout the duration of the project, with the following key provisions: • Continuous Monitoring: A permanent monitoring initiative will be conducted across the entire area directly impacted by the project to identify any archaeological elements. • Immediate Action on Discovery: Should any property of potential archaeological significance be discovered; the construction team is obligated to promptly cease activities that may impact on the identified area. Adequate surveillance measures will be implemented to prevent unauthorized access and looting. • Alternative Worksite Consideration: If necessary, the project team will explore alternative locations for project activities to mitigate any potential impact on archaeological finds. • Notification to the Competent Authority: The relevant national authority (National Institute of History and Culture (NICH)) will be promptly notified, and the project will adhere to their instructions for further action in response to the archaeological discoveries. • Salvage Operations: In the event of cultural remains emerging during activities such as ditching, earth removal, or excavations, salvage operations will be promptly initiated. Recognized archaeologists, under supervision, will conduct these operations with the utmost consideration for preserving the contextual integrity of the archaeological remains. Work will resume only upon the archaeologist's determination of an appropriate timeframe and location. • Comprehensive Reporting: Upon completion of the project, a comprehensive final report will be prepared. This report will detail the quantity and nature of the recovered materials and will be submitted to the competent authority. • Consultation with Competent Authority: The competent authority (NICH) will be consulted regarding the proper procedures for delivering archaeological materials as part of the project's commitment to compliance and transparency.	
Monitoring and Compliance	
Indicators • Number of archaeological and cultural resources found in the project and managed according to the defined procedures	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

**MINISTRY OF FINANCE, ECONOMIC DEVELOPMENT, AND INVESTMENT
CENTRAL EXECUTING UNIT
ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS**

Program 15: Solar Panel Supply Chain Risk Management

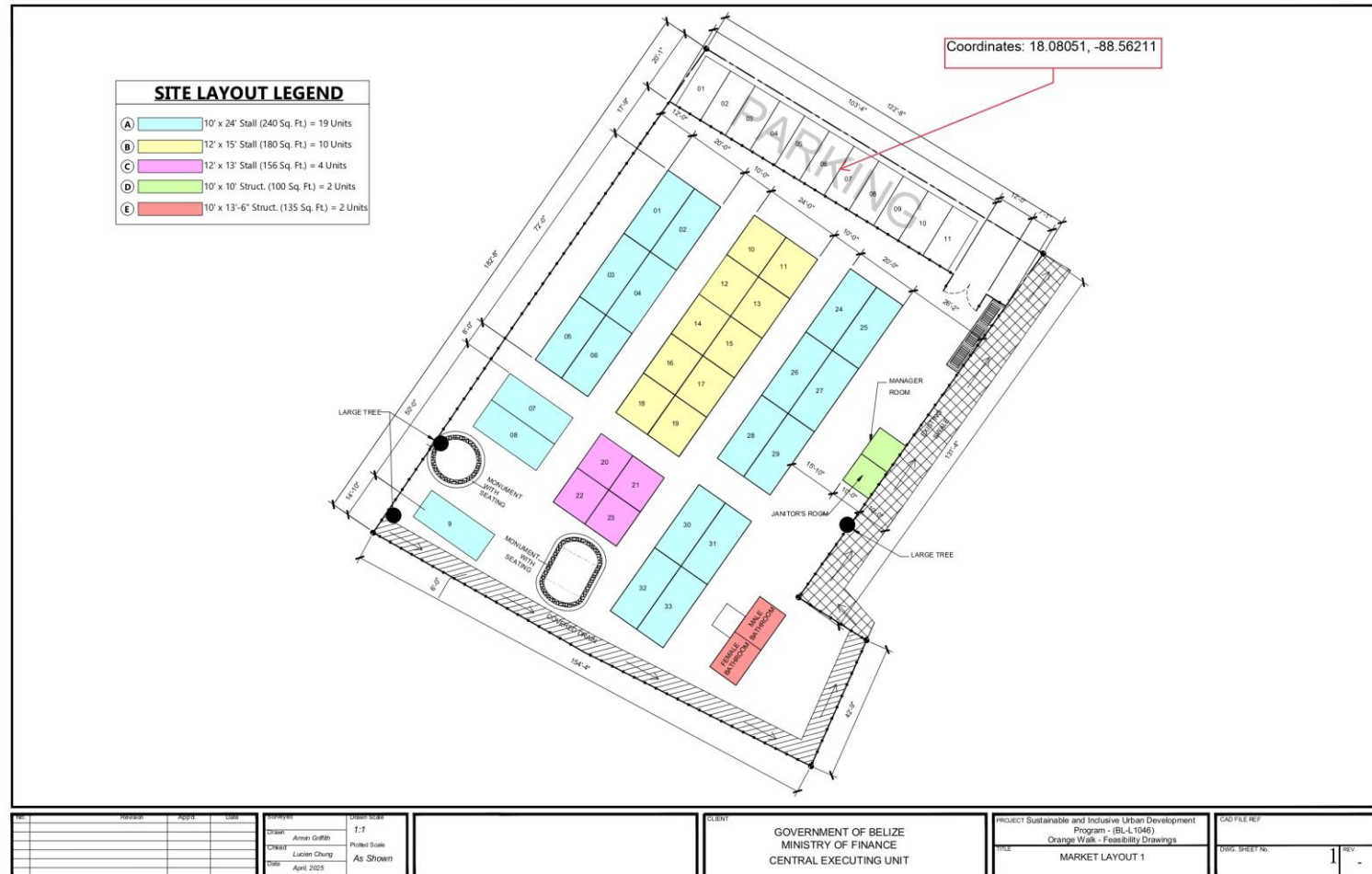
Program 15: Solar Panel Supply Chain Risk Management	
Socio-environmental effects to be prevented or corrected:	Potential labor violations within supply chain of photovoltaic solar panels (child labor / forced labor / modern slavery)
Management measures	
Mitigation measures • Solar Panels Supplier Evaluation: solar panel suppliers must be evaluated through the guidelines provided in Annex 3. These guidelines encompass criteria related to labor practices, ensuring suppliers adhere to ethical standards and do not engage in any form of child labor, forced labor, or modern slavery. • Affidavit: Suppliers will be required to sign an affidavit confirming their non-awareness and non-engagement in forced labor during the production of solar panels. This affidavit should serve as a formal commitment to ethical practices, providing a legal document affirming the supplier's adherence to labor rights. An affidavit model is provided in Annex 4.	
Monitoring and Compliance	
Indicators • Affidavit signed. • Guidelines for the Procurement of Solar Panels properly applied.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

**MINISTRY OF FINANCE, ECONOMIC DEVELOPMENT, AND INVESTMENT
CENTRAL EXECUTING UNIT
ENVIRONMENTAL AND SOCIAL MANAGEMENT PLANS**

Program 16: Works Closure

Program 16: Works Closure	
Socio-environmental effects to be prevented or corrected:	Impacts on the environment once the work is finished.
Management measures	
Mitigation measures • All installations utilized in the execution of the project will undergo systematic removal. • An exhaustive examination of environmental and social liabilities will be conducted, and identified issues will be promptly addressed and remedied. • Disposal of waste and solid materials must adhere to the guidelines set by environmental and social supervision, ensuring their transfer to approved sites. • Areas where vegetation has been cleared must undergo revegetation using the same species originally present. • Surplus reusable or recyclable materials are eligible for donation, while the delivery of materials constituting environmental liabilities is strictly prohibited. • The incineration of waste during the dismantling process is expressly forbidden. • Dismantled sites are obligated to be left in impeccable condition, seamlessly integrated into the surrounding environment.	
Monitoring and Compliance	
Indicators • Absence of claims by the authorities, the surrounding population, and the community in general.	
Monitoring • Photographic record before and after work.	
Responsible for the measure implementation	Works Director
Responsible for the control of the measure	Works Inspector

Section VIII. Drawings



Indicative Work Plan - Orange Walk Town - Sustainable Urban Investments - New Public Market												
ID	Task Name	Duration	Start	Finish	1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027	Qtr 3, 2027	Qtr 4, 2027
0	Indicative Work Plan - Orange Walk Town - Sustainable Urban Investments - New Public Market	390 days	Mar 10 '26	Sep 6 '27								
1	1 Contract Effectd	0 days	Mar 10 '26	Mar 10 '26								
2	2 Contract Preliminary Items	20 days	Mar 10 '26	Apr 6 '26								
3	2.1 Insurances and guarantees attained	10 days	Mar 10 '26	Mar 23 '26								
4	2.2 Access to temporary utilities provided	10 days	Mar 24 '26	Apr 6 '26								
5	3 Design Services	160 days	Mar 10 '26	Oct 19 '26								
6	3.1 Surveys and studies executed	10 days	Mar 24 '26	Apr 6 '26								
7	3.2 Architectural designs and renderings executed	40 days	Apr 7 '26	Jun 1 '26								
8	3.3 Engineering designs executed	40 days	Jun 2 '26	Jul 27 '26								
9	3.4 Environmental, social, health, and safety (ESHS) code of conduct and ESHS management strategies and implementation plan developed	40 days	Mar 10 '26	May 4 '26								
10	3.5 Final designs, and construction documents completed	30 days	Jul 28 '26	Sep 7 '26								
11	3.6 Design package submitted to regulatory agencies for approval	30 days	Sep 8 '26	Oct 19 '26								
12	3.7 Project sign erected	10 days	Sep 8 '26	Sep 21 '26								
13	3.8 Design services completed	0 days	Oct 19 '26	Oct 19 '26								
14	4 Construction Works - New Public Market	210 days	Oct 20 '26	Aug 9 '27								
15	4.1 Works area set out	10 days	Oct 20 '26	Nov 2 '26								
16	4.2 Earthworks undertaken	20 days	Nov 3 '26	Nov 30 '26								
17	4.3 Demolition works undertaken	10 days	Nov 3 '26	Nov 16 '26								
18	4.4 Drains retrofitted	40 days	Dec 1 '26	Jan 25 '27								
19	4.5 Historical monuments retrofitted	60 days	Nov 17 '26	Feb 8 '27								
20	4.6 Bathroom stalls constructed	60 days	Nov 17 '26	Feb 8 '27								

Project: Indicative Work Plan - Orange Walk Town - Sustainable Urban Investments - New Public Market

Date: May 23 '25

Task

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

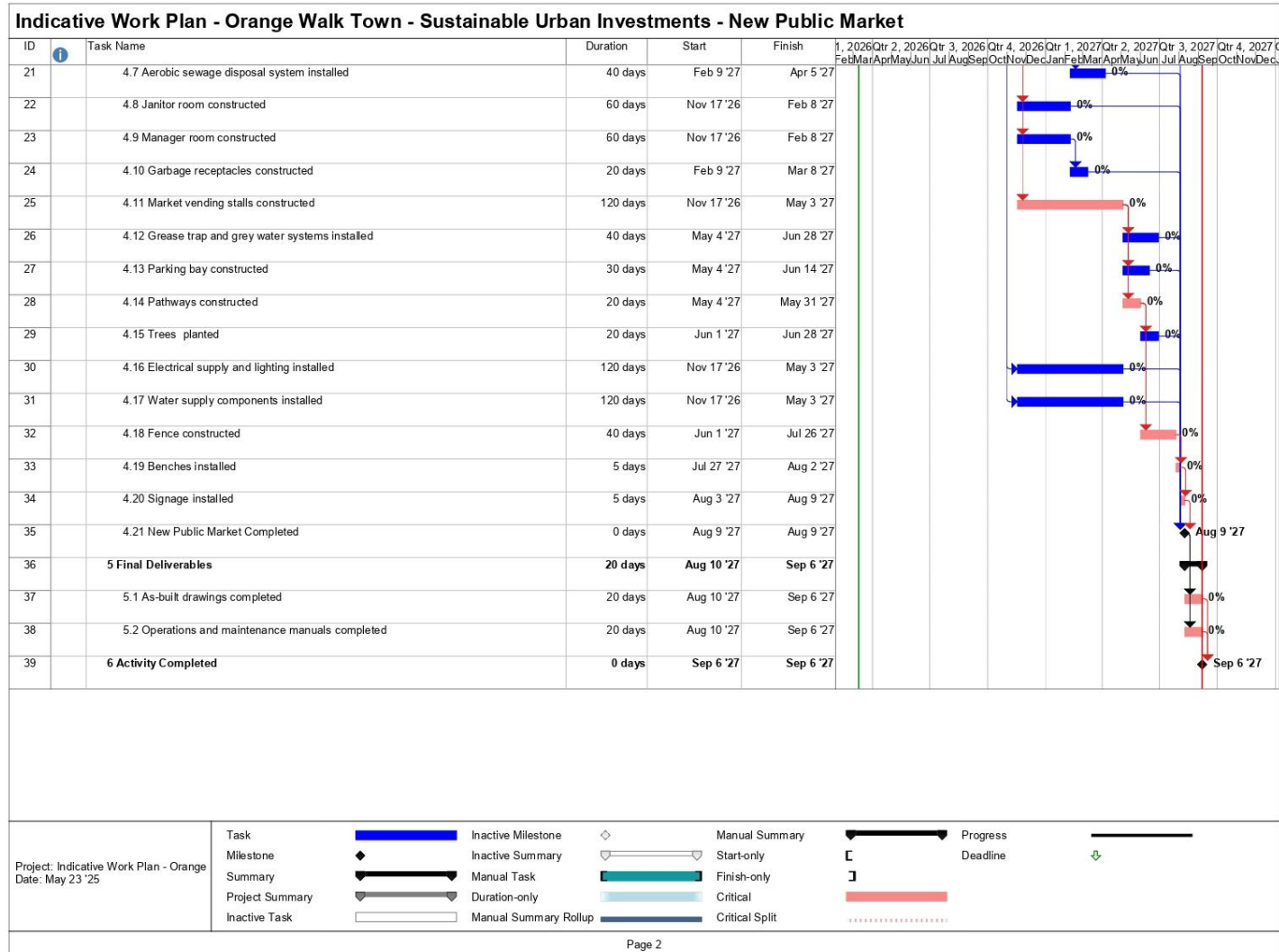
Critical

Critical Split

Progress

Deadline

Page 1



Section IX. Priced Activity Schedule

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
	Orange Walk Town - Sustainable Urban Investments - New Public Market			Date: July 2025	
	Costs shall not include General Sales Tax (GST), as GST exemption shall be attained for all services for the Project.				
1.0	PRELIMINARY ITEMS				
	Insurances				
1.1	Allow for required all risk contractor's insurance, which includes PROFESSIONAL INDEMNITY INSURANCE, ALL RISK COVERAGE, THIRD PARTY PROPERTY COVERAGE, THIRD PARTY PERSONS COVERAGE, AND CONTRACTOR'S EMPLOYEE COVERAGE.	1.0	LS		\$ -
	Performance Security				
1.2	Allow for required PERFORMANCE SECURITY.	1.0	LS		\$ -
	Advance Security				
1.3	Allow for required ADVANCE SECURITY.	1.0	LS		\$ -
	Provision of Temporary Utilities				
1.4	Allow for the cost of utility services over the construction period including the provision of electricity, water, and sewage disposal facilities. Allow for payment of connection fees and charges, where applicable, during the construction period and to clear away and make good on completion.	1.0	LS		\$ -
	Provision of Project Sign				
1.5	Provide and install sign minimum 10 feet wide by 6 feet high fabricated with aluminum composite material backing, vinyl print with UV clear coat laminate, installed on galvanized posts and framing. The sign to include the project name, rendering of the proposed outputs, contractor details and employer details.	1.0	No.		\$ -
	PRELIMINARY ITEMS Sub-Total				\$ -
2.0	DESIGN SERVICES				
2.1	Execute surveys and studies throughout works scope area.	1.0	LS		\$ -

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
2.2	Undertake full architectural designs and renderings.	1.0	LS		\$ -
2.3	Undertake full engineering designs, including mechanical, electrical, and plumbing.	1.0	LS		\$ -
2.4	Develop Environmental, Social, Health, and Safety (ESHS) code of conduct and ESHS Management Strategies and Implementation Plans and ensure implementation during project execution.	1.0	LS		\$ -
2.5	Complete final designs, bill of quantities, technical specifications, and construction documents.	1.0	LS		\$ -
2.6	Submit all design data and designs to requisite approval authorities for no-objections to proceed, which includes, but is not limited to the following departments/ authorities: Central Building Authority, Department of the Environment, Ministry of Health, Orange Walk Town Council, Public Utilities Commission, National Fire Service, National Institute of Culture and History (NICH), Etc.	1.0	LS		\$ -
DESIGN SERVICES Sub-Total					\$ -
3.0	CONSTRUCTION WORKS - MARKET AREA (APPROXIMATELY 0.4 ACRES)				
3.1	Supply all materials, labor, and equipment to allow for the setting out of the works and to remain in place until the completion of the works.	1.0	LS		\$ -
3.2	Supply all materials, labor, and equipment to allow for grubbing, excavation works, and earthworks to be undertaken on site to allow for adequate drainage, etc.	1.0	LS		\$ -
3.3	Supply all materials, labor, and equipment to allow for the demolition of existing structures on site. Allow for the carting away and disposal of debris in accordance with the ESHS management strategies and implementation plans.	1.0	LS		\$ -

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3.4	Supply materials, labor, and equipment for the retrofitting of existing drainage features on site and for the covering of existing drains with concrete slabs. Allow for substructure and superstructure works. Allow for the installation of manholes placed on drainage slabs to allow for the maintenance of drains.	350.0	LF		\$ -
3.5	Supply materials, labor, and equipment for the construction of a 6 feet high chain link fence complete with concrete base, and barb wire security features along the entire perimeter of the proposed market area. Allow for substructure and superstructure works. Allow for the installation of pedestrian and vehicular access gates.	660.0	LF		\$ -
3.6	Supply materials, labor, and equipment for the retrofitting of existing historical monuments on site, in collaboration with the NICH.	1.0	LS		\$ -
3.7	Supply materials, labor, and equipment for the construction of bathroom stalls. Allow for substructure and superstructure works. Allow for the installation of plumbing fixtures and accessories. Allow for the installation of electrical fixtures and receptacles. Allow for the installation of turnstile access for each stall.	50.0	SY		\$ -
3.8	Supply materials, labor, and equipment for the installation of an aerobic sewage treatment system and adequate wastewater disposal system, which is connected to the bathroom facility and is specifically designed for the anticipated client load and the location's sensitive environmental conditions.	1.0	LS		\$ -
3.9	Supply materials, labor, and equipment for the construction of an enclosed structure to serve as a Janitor's Storage Room. Allow for substructure and superstructure works. Allow for the installation of electrical fixtures and receptacles. Allow for the installation of access ramp, stairs, railings, etc. Allow for the installation of plumbing fixtures and accessories.	15.0	SY		\$ -

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3.10	Supply materials, labor, and equipment for the construction of an enclosed structure to serve as a Manager's Room. Allow for substructure and superstructure works. Allow for the installation of electrical fixtures and receptacles. Allow for the installation of access ramp, stairs, railings, etc. Allow for the installation of an air conditioning system.	15.0	SY		\$ -
3.11	Supply materials, labor, and equipment for the construction of secure garbage receptacle facilities on site to manage various waste types in accordance with the ESHS management strategies and implementation plans.	1.0	LS		\$ -
3.12	Provide all necessary materials, labor, and equipment for the construction of enclosed market stall structures, each measuring approximately 10' x 24'. Include substructure and superstructure works to ensure structural integrity. Install electrical fixtures and receptacles to meet operational requirements. Incorporate an access ramp, stairs, and railings for safe and accessible entry. Provide water supply connections, food preparation areas with a sink, and wastewater drainage systems, including grease traps, to support food vending operations.	6.0	No.		\$ -
3.13	Provide all necessary materials, labor, and equipment for the installation of a grease trap system and wastewater disposal system to serve approximately six (6) food vending stalls. The system shall be designed to accommodate the anticipated client load and comply with the location's sensitive environmental conditions.	1.0	LS		\$ -
3.14	Supply materials, labor, and equipment for the construction of enclosed market stall structures measuring approximately 10' x 24'. Allow for substructure and superstructure works. Allow for the installation of electrical fixtures and receptacles. Allow for the installation of access ramp, stairs, railings, etc.	13.0	No.		\$ -

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3.15	Supply materials, labor, and equipment for the construction of enclosed market stall structures measuring approximately 12' x 15'. Allow for substructure and superstructure works. Allow for the installation of electrical fixtures and receptacles. Allow for the installation of access ramp, stairs, railings, etc.	10.0	No.		\$ -
3.16	Supply materials, labor, and equipment for the construction of enclosed market stall structures measuring approximately 12' x 13'. Allow for substructure and superstructure works. Allow for the installation of electrical fixtures and receptacles. Allow for the installation of access ramp, stairs, railings, etc.	4.0	No.		\$ -
3.17	Supply materials, labor, and equipment for the construction of a parking bay area and a loading/unloading area. Allow for the provision of subbase, base material, bedding material, and concrete pavement. Allow for the construction of curbs, gutters, and basins to allow for adequate drainage.	290.0	SY		\$ -
3.18	Supply materials, labor, and equipment for the construction of a pathways within the market. Allow for the provision of subbase, base material, bedding material, and concrete pavers. Allow for the construction of curbs, gutters, and basins to allow for adequate drainage. Allow for the construction of ramps and hand rails where necessary.	1000.0	SY		\$ -
3.19	Supply materials, labor, and equipment for the installation of lighting throughout the market area. Lighting to be a combination of pole lights, bollard lights, etc. Allow for the construction of substructure and anchors to allow for the adequate installation of lighting. Also allow for the installation of conduits, wires, and all relevant electrical accessories.	30.0	No.		\$ -

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3.20	Provide all necessary materials, labor, and equipment for the installation of electrical supply components, including a main electrical meter, safety disconnect switches, electrical sub-meters, main electrical distribution panels, and circuit breakers. Ensure the connection of stall electrical fixtures and receptacles to dedicated sub-meters and circuits for efficient and safe operation.	1.0	LS		\$ -
3.21	Supply materials, labor, and equipment for the planting of native trees and drip irrigation systems. Allow for the provision of planting soil and stone chippings for beautification, etc.	65.0	No.		\$ -
3.22	Provide all necessary materials, labor, and equipment for the installation of water supply components, including pipes, drinking water fountains, fittings, and accessories. Ensure the supply and installation of sub-meters for each independent stall receiving a water connection to monitor usage accurately.	1.0	LS		\$ -
3.23	Supply materials, labor, and equipment for the installation of benches throughout the market area.	20.0	No.		\$ -
3.24	Supply materials, labor, and equipment for the installation of signage throughout the market area.	1.0	LS		\$ -
	CONSTRUCTION WORKS - MARKET AREA (APPROXIMATELY 0.4 ACRES) Sub-Total				\$ -
4.0	DELIVERABLES				
4.1	Supply as-built drawings reflecting the final designs, including structural, mechanical, electrical, plumbing, and accessibility features, in both PDF and CAD formats.	1.0	LS		\$ -
4.2	Supply operation and maintenance manuals, which includes procedures for routine inspections, cleaning, and repairs, with contact information for maintenance support.	1.0	LS		\$ -
	DELIVERABLES Sub-Total				\$ -
	TOTAL VALUE OF WORKS AND SERVICES				\$ -

Orange Walk Town - Sustainable Urban Investments - New Public Market

List of Activities and Sub-Activities

ACT. NO.	ACTIVITY DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
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Bid Price in Words:

Name of Bidder:

Signature of Bidder:

Date:

Legend:

CY - Cubic Yard
SY - Square Yard
LF - Linear Foot
LS - Lump Sum
No. - Number

Section X. Forms of Contract

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Notification of Award

[Send this Notification to all Bidders simultaneously.]

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 reference number for loan]*

RFB No: *[insert RFB reference number from Procurement Plan]*

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

[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.]

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

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Bank required under the Loan Agreement.]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

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

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 below]* for the Contract Price of the equivalent¹ of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified² in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Technical Adjudicator.³
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Technical Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Technical Adjudicator in accordance with ITB 41.1.⁴

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB 39.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1; and (d) additional information on Beneficial Ownership in accordance with BDS in reference to ITB 38.1, within the next 8 (eight) business days using the Beneficial Ownership Disclosure Form of Section X. Contract Forms.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Agreement

¹ Delete "of the equivalent" if the Contract Price is expressed wholly in one currency.

² Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

³ To be used only if the Contractor disagrees in the Bid with the Technical Adjudicator proposed by the Employer in the Instructions to Bidders and has accordingly offered another candidate.

⁴ To be used only if the Contractor disagrees in the Bid with the Technical Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

Agreement

[The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB 28), price adjustment during the evaluation process (ITB 16.3, selection of an alternative offer (ITB 18), acceptable deviations (ITB 27), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.]

This Agreement made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

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

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of *[Witness entity]* _____
was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Employer *[signature of an authorized representative of the Employer]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

Performance Bank Guarantee

(Unconditional)

[The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

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

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),⁵ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year],*⁶ whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s) of an authorized representative(s) of the Bank]

⁵ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

⁶ Insert the date twenty-eight days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee."

Performance Bond

[The Surety/successful Bidder providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,⁷ 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 Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated⁸ the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* 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 Contractor 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 Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’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 Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive bidder, arrange for a Contract between such Bidder and Employer 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 the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

⁷ *An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Employer.*

⁸ *Date of Letter of Acceptance or Agreement.*

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 issuance of the Certificate of Completion.

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Bank Guarantee for Advance Payment

*The **bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

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

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[insert signature(s) of authorized representative(s) of bank]

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 Employer.

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

