



CONDITIONS OF CONTRACT

Belize Infrastructure Limited

FOR CONSTRUCTION, REHABILITATION AND UPGRADING OF HOUSE OF CULTURE AND ITS GROUNDS.

Belize City, Belize District

PROJECT# ICDF-BIL/001/HOC

Issued on: June 23rd 2017

Project No: ICDF-BIL/001/HOC

**Contracting Agency: The Government of Belize/Ministry of Tourism
and Civil Aviation**

Country: Belize

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REQUEST FOR EXPRESSIONS OF INTEREST

CONSTRUCTION SERVICES FOR THE HOUSE OF CULTURE AND ITS GROUNDS IN BELIZE CITY

Institution: BELIZE INFRASTRUCTURE LIMITED (BIL)
Country: BELIZE
Project: BELIZE CITY HOUSE OF CULTURE AND DOWN TOWN
REJUVENATION PROJECT
Sector: PUBLIC SECTOR AND PRIVATE SECTOR (URBAN)
CONSTRUCTION SERVICES
Project ID No.: ICDF-BIL/001/HOC
Deadline: August 18th 2017

The Government of Belize has received financing (loan) from the Taiwan International Cooperation Development Fund (ICDF), to apply payments under the project “Belize City House of Culture and Downtown Rejuvenation Project”, to contract an experienced and qualified contractor **FOR THE CONSTRUCTION OF THE HOUSE OF CULTURE AND IT GROUNDS.**

General requirements of the Contractors: 1) Contractor’s Company must be prior to year 2012 incorporated in the country of Belize; 2) Contractor must have experience in works of a similar size, scope and nature particularly showing experience in heritage restoration; 3) Average Annual Billings of five (5) million BZD per year; 4) Proof of Contractors ability to receive payments directly via a US correspondent bank per ICDF country procurement requirements.

The Government of Belize/Ministry of Tourism and Civil Aviation through BIL now invites eligible contractors to indicate their interest to submit their bid for the constructions of the House of Culture and its grounds. Interested contractors please note that above requirements are minimum mandatory and may be submitted prior or within the letter of interest, but must be included within any final submitted bid.

Interested contractors may obtain bidding documents on CD at the office of Belize Infrastructure Limited at the address below from Monday to Fridays between the hours of 9:00 am and 3:00 pm. Printing of documents is at the intended Bidder's expense.

Expressions of interest must be received in hard copy or email format by **10:00 am** preferably by **July 14th 2017** as deadline for bids submission is **August 18^h 2017 12:00 p.m.**

Belize Infrastructure Limited
Attn: Ms. Sandra Cuello
Finance/Procurement Manager
The Matalon, 6th Floor
Coney Drive, 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 Contracting Agency as defined¹ in “General Conditions of Contract” (GCC) and identified in Section II “Bidding Data Sheet” (BDS), invites bids for the construction of Works, as described in the BDS and Section VI, “Special Conditions of Contract” (SCC). The name and identification number of the Contract are provided in the BDS and the SCC.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and SCC 1.1 (r).
 - 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
 2. **Source of Funds**
 - 2.1 The Contracting Agency, as defined in the bidding Data, has provided the funds for this project. This is an ICDF/GOB-Financed project.
 3. **Fraud and Corruption**
 - 3.1 The Contracting Agency requires compliance with its policy in regard to fraud and corruption and prohibited practices. Executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in an ICDF/GOB - financed project including, *inter alia*, bidders, suppliers, contractors, consultants and concessionaires (including their respective officers, employees and agents), shall adhere to the highest ethical standards, and report to The Contracting Agency all suspected acts of fraud or corruption of which they have knowledge or become aware both during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions of actions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Contracting Agency, shall also take action in
-

the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Contracting Agency shall in all cases proceed with the established procedure referred to in Clause 3.1 (c). In pursuance of this document:

(a) The Contracting Agency defines, for the purposes of this provision, the terms set forth below:

(i) A *corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A *fraudulent practice* 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) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and

(iv) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(b) If the Contracting Agency, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a ICDF/GOB-financed project including, *inter alia*, bidders, suppliers, contractors, subcontractors, consultants and concessionaires, executing agencies or contracting agencies (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Contracting Agency may:

(i) decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Contracting Agency;

(ii) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Executing Agency or Contracting Agency has

engaged in an act of fraud or corruption;

- (iii) 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 Contracting Agency, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Contracting Agency considers reasonable, and in accordance with the due process guarantees of the Contracting Agency country's legislation;
 - (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
 - (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under ICDF/GOB-financed projects except under such conditions as the Contracting Agency deems to be appropriate;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Contracting Agency for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.
- (c) The Contracting Agency has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the ICDF/GOB. To that effect any complaint shall be submitted to the Contracting Agency Office at compliance@bil.org.bz for the appropriate investigation. Allegations may be presented confidentially or anonymously;
- (d) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Contracting Agency policies on Fraud and Corruption described in this Clause

3.1; and

- (e) The imposition of any action to be taken by the Contracting Agency pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Contracting Agency;

3.2 The Contracting Agency will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to permit the Contracting Agency to inspect their accounts and records and any other documents relating to the submission of Bids and contract performance and to have them audited by auditors appointed by the Contracting Agency. The Contracting Agency will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring Bidders, suppliers, contractors, subcontractors, consultants and concessionaires to: (i) maintain all documents and records related to the ICDF/GOB-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Contracting Agency the employees or agents of the Bidders, suppliers, contractors, subcontractors, consultants or concessionaires with knowledge of the ICDF/GOB-financed project to respond to questions from Contracting Agency personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, consultant or concessionaire fails to comply with the Contracting Agency's request, or otherwise obstruct the Contracting Agency's review of the matter, the Contracting Agency, in its sole discretion, may take appropriate action against the Bidder, supplier, contractor, subcontractor, consultant or concessionaire.

3.3 The Bidders shall represent and warrant:

- (i) that they have read and understood the Contracting Agency's prohibition against fraud and corruption and agrees to abide by the applicable rules;
- (ii) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (iii) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;

- (iv) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded ICDF/GOB-financed contracts or have been convicted of a crime involving fraud or corruption;
- (v) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded an ICDF/GOB-financed contract or has been convicted of a crime involving fraud or corruption;
- (vi) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the ICDF/GOB-financed contract or consulting agreement have been disclosed;
- (vii) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause 3.1 (b).

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall be nationals from the Country of Belize.
- 4.2 Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Contracting Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
 - (b) Submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid
- 4.3 A Bidder that is under a declaration of ineligibility during the period of time established by the GOB in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. .
- 4.4 Government-owned enterprises in the Contracting Agency's country 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 Contracting Agency.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Contracting Agency, as the Contracting Agency shall reasonably request.

5. Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Contracting Agency has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (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; incorporated in Belize by 2012 or prior
- (b) total monetary value of construction works performed for each of the last five (5) years; to an average annual billings of \$5 million BZD
- (c) experience in works of a similar nature and size for each of the last five (5) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five (5) years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authorization to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five (5) years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Works amounting to more than ten (10) percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS.**

5.4 Bids submitted by a joint venture, consortium or association (JVCA) of two or more firms as partners shall comply with the following requirements, unless otherwise **stated in the BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 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; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (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.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual billing of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should

be at least seventy (70) percent complete);

- (c) show that it can ensure the timely availability (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) hire a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.
- (f) Proof of Contractors ability to receive payments directly via a US correspondent bank per ICDF country procurement requirements for contract regulations of ICDF direct payment procedures.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a JVCA may result in disqualification.

5.6 The figures for each of the partners of a JVCA shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a JVCA to qualify, each of its partners must meet at least twenty five (25) percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least forty (40) percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the JVCA's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a JVCA. 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 Contracting Agency 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. A scheduled site visit may be

established by the Consultant and Contracting Agency for those bidders who may wish to be present. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Contents of Bidding Documents**
- 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|---------------------|--|
| Invitation for Bids | |
| Section I | Instructions to Bidders (ITB) |
| Section II | Bidding Data Sheet (BDS) |
| Section III | Eligible Countries |
| Section IV | Forms of Contractor's Bid |
| Section V | General Conditions of Contract (GCC) |
| Section VI | Special Conditions of Contract (SCC) |
| Section VII | Specifications & Performance Requirement |
| Section VIII | Drawings |
| Section IX | Bill of Quantities |
| Section X | Forms of Securities |
- 9.2 The set of bidding documents is supplied to the prospective Bidder. The number of copies to be completed and returned with the Bid is specified in the BDS. Printing copies of the bidding documents are at the expense of the Bidder.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Contracting Agency in writing at the Contracting Agency's address **indicated in the BDS**. The Contracting Agency shall respond to any request for clarification received earlier than 14 days² prior to the deadline for submission of bids. Copies of the Contracting Agency's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Contracting Agency may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all procurers

² *It may be necessary to extend the deadline for submission of bids if the Contracting Agency's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.*

of the Bidding Documents.³ Prospective bidders shall acknowledge receipt of each addendum in writing to the Contracting Agency.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting Agency shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 All documents relating to the Bid shall be in the language **specified in the BDS.**

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Contractor's Bid (in the format indicated in Section IV);
 - (b) Bid Security, or Bid Validity Declaration, in accordance with ITB Clause 17, if required;
 - (c) priced Bill of Quantities;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) any other materials required to be completed and submitted by bidders, as **specified in the BDS.**

14. Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Contracting Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, the unit prices, and total Bid price submitted by the Bidder, unless otherwise specified.

³ *It is therefore important that the Contracting Agency maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.*

14.4 The rates and unit prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and SCC and the provisions of Clause 47 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.

15. Currencies of Bid and Payment

15.1 The unit rates and prices¹ shall be quoted by the Bidder entirely in the currency of the Contracting Agency's country as **specified in the BDS**.

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 in the BDS** 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 Clause 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.4 Bidders may be required by the Contracting Agency to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices, **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Contracting Agency 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 Clause 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 Bid, except as provided in ITB Clause 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 90 days, the amounts payable 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. Bid Security
and Bid
Validity
Declaration**

- 17.1 **If required in the BDS**, 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.
- 17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the currency of the Employer's country or the currency of the Bid or in another freely convertible currency, and shall:
- (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 the Contracting Agency's country. If the institution issuing the bond or surety is located outside the Contracting Agency's Country, it shall have a correspondent financial institution located in the Contracting Agency's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section X "Security Forms," or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Contracting Agency in case the conditions listed in ITB Clause 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 Clause 16.2.
- 17.3 If a Bid Security or a Bid Validity Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Validity Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Contracting Agency 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 Sub-Clause 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

18.1 Alternatives shall not be considered, unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:

- (a) Option One. A bidder may submit alternative bids with the base bid and the Contracting Agency shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-price evaluated bid, or
- (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.

18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Contracting Agency, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 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 in the BDS**, and clearly marked as "**COPIES**." In the event of discrepancy between them, the original shall prevail.

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 Sub-

Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Contracting Agency, 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, Sealing and Marking of Bids

20.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their 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

20.2 The inner and outer envelopes shall

- (a) be addressed to the Contracting Agency at the address² **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes only 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 Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Contracting Agency shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Sub-mission of Bids

21.1 Bids shall be delivered to the Contracting Agency at the address specified in Sub-clause 20.2 (a) no later than the time and date **specified in the BDS**.

21.2 The Contracting Agency may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Contracting Agency 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 Contracting Agency after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.

23. Withdrawal, Substitution and Modification of Bids

23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 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 Contracting Agency at the address specified in sub-clause 20.2 (a) no later than the time and date **specified in sub-clause 21.1 of the BDS.**

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 Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Validity Declaration pursuant to ITB Clause 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 clause or including them in the initial Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The Contracting Agency shall open the bids in public, and the withdrawal, substitution and modification notices made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time, date and in the place **specified in the BDS.** Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.

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 Clause 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 Contracting Agency may consider appropriate, shall be read aloud (and posted online when electronic bidding is used) by the Contracting Agency 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 Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 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 Contracting Agency shall prepare Minutes of the Bid Opening, including the record of readout bids and the information disclosed to those present, in accordance with ITB Sub-Clause 24.3 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 publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Contracting Agency'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 Purchaser 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 Contracting Agency may, at the Contracting Agency's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, 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 Contracting Agency in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness 27.1 Prior to the detailed evaluation of Bids, the Contracting Agency shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 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 Documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Contracting Agency'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 Contracting Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by the Contracting Agency for any arithmetic errors. Errors shall be corrected by the Contracting Agency as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Contracting Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by the Contracting Agency 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 Sub-Clause 17.5 (b).

29. Currency for Bid Evaluation

29.1 Bids shall be evaluated as quoted in the currency of the Contracting Agency's Country in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 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 the currency of the Contracting Agency's country using the

exchange rates prescribed in ITB Sub-Clause 15.2.

30. Evaluation and Comparison of Bids

30.1 The Contracting Agency shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Contracting Agency 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 Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Contracting Agency 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 Documents or otherwise result in unsolicited benefits for the Contracting Agency 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.

31. Domestic Preference

31.1 A margin of preference shall not be applied to compare the bids of national and foreign bidders.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Contracting Agency shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and represents the lowest evaluated cost, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with

the provisions of ITB Clause 5.

- 33. Contracting Agency's Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Contracting Agency 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 Bidder or bidders of the grounds for the Contracting Agency's action.
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Contracting Agency prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Contracting Agency shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.
- 34.3 The Agreement shall incorporate all agreements between the Contracting Agency and the successful Bidder. It shall be signed by the Contracting Agency and sent to the successful Bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Contracting Agency.
- 34.4 The Contracting Agency shall, as specified in the BDS, publish in minimum one of the Contracting Agency's local newspaper and or the Contracting Agency's website, once available, the results identifying the bid and lot numbers and the following information: (i) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Contracting Agency for a debriefing seeking explanations for the failure of their bids. The Contracting Agency shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Contracting Agency in writing to explain on which grounds its bid was not selected.
- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Contracting Agency a Performance Security in the amount

stipulated in the GCC and in the form (Bank Guarantee or Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the country of the Contracting Agency, or by a foreign bank acceptable to the Contracting Agency through a correspondent bank located in the Contracting Agency's country.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Contracting Agency.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid Validity Declaration. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Contracting Agency shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.

**36. Advance
Payment and
Security**

36.1 The Contracting Agency shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

37. Adjudicator

37.1 The Contracting Agency proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Contracting Agency has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.

Section II. Bidding Data Sheet³

A. General	
ITB 1.1	<p>The Contracting Agency is the Government of Belize/ Ministry of Tourism and Civil Aviation (GOB) acting through Belize Infrastructure Limited (BIL) hereinafter called “Client”, “Contracting Agency”.</p> <p>The Works are for the construction, upgrading and improvement of the House of Culture and its grounds located in Belize City, Belize –reference ICDF-BIL/001/HOC</p>
ITB 1.2	The Intended Completion Date is October, 2018
ITB 2.1	The Contracting Agency is the Government of Belize/Ministry of Tourism and Civil Aviation
ITB 2.1	The expression “ICDF/GOB-Financed” used in this document means that all funding is provided by Taiwan International Cooperation and Development Funding (ICDF) and The Government of Belize.
ITB 2.1	The Project is the ICDF/GOB Project - Belize City House of Culture and Downtown Rejuvenation Project
ITB 5.3	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: NONE
ITB 5.3 (f)	NOT APPLICABLE
ITB 5.3 (g)	\$500,000.00 BZ total with a minimum of 50% from a credit facility and 50% from a Financial Institution
ITB 5.3 (j)	The ceiling for sub contractor's participation is: 30 percent
ITB 5.4	The qualification data required from JVCA in ITB Sub-Clause 5.4 are modified as follows: NONE
ITB 5.5	The qualification criteria for Bidders in ITB Sub-Clause 5.5 are modified as follows: Contractor’s Company must be prior to year 2012 incorporated in the country of Belize
ITB 5.5 (a)	<p>The multiple is: ONE</p> <p>The period is: 5 YEARS</p>
ITB 5.5 (b)	The number is: FIVE

	The period is: 10 YEARS
ITB 5.5 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: NOT APPLICABLE
ITB 5.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be BZ\$500,000.00
ITB 5.6	Subcontractors' experience and resources SHALL NOT be taken into account.
B. Bidding Documents	
ITB 9.2	The number of copies of the Bid to be completed and return shall be: THREE
ITB 10.1	The Contracting Agency's address for clarification is: Ms. Sandra Cuello Finance/Procurement Manager Belize Infrastructure Limited The Matalon, 6 th Floor Coney Drive, Belize Tel: 501-223-0494/501-223-2837 E-mail: sandra.cuello@bil.org.bz
C. Preparation of Bids	
ITB 12.1	The language of all documents relating to the bid is: ENGLISH
ITB 13.1	Any additional materials required to be completed and submitted by the Bidders are: 1) Contractor's Company must be prior to year 2012 incorporated in the country of Belize; 2) Contractor must have experience in works of a similar size, scope and nature particularly showing experience in heritage restoration; 3) Average Annual Billings of five (5) million BZD per year; 4) Proof of Contractors ability to receive payments directly via a US correspondent bank per ICDF country procurement requirements.

ITB 14.4	The rates and prices SHALL NOT be subject to price adjustment in accordance with GCC Clause 47.
ITB 15.1	The currency of the Contracting Agency's country is: Belize Dollar (BZ\$)
ITB 15.2	The source for establishing the rates of exchange shall be the <i>Central Bank of Belize</i>
ITB 15.4	Bidders ARE NOT required to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices are reasonable and responsive to ITB Sub-Clause 15.1.
ITB 16.1	The Bid shall be valid for 90 days
ITB 17.1	Bid shall include a Bid Security issued by a bank or a by a surety using the form for bid security (bank guarantee or bid bond) included in Section X Security Forms.
ITB 17.2	The Bid Security amount is BZ\$20,000.00
ITB 18.1	Alternative Bids shall not be considered.
ITB 19.1	The number of copies of the Bid to be completed shall be THREE
D. Submission of Bids	
ITB 20.1	Bidders may submit their bids electronically: NO
ITB 20.2 (a)	The Contracting Agency's address for the purpose of Bid submission is Ms. Sandra Cuello Finance/Procurement Manager Belize Infrastructure Limited The Matalon, 6 th Floor Coney Drive, Belize Tel: 501-223-0494/501-223-2837 E-mail: sandra.cuello@bil.org.bz Proposals must be submitted no later than the following date and time: Friday, August 18th, 2017 by 12:00 P.M.
ITB 20.2 (b)	The name and identification of the contract are ICDF/GOB Project - Belize City House of Culture and Downtown Rejuvenation Project –reference ICDF-BIL/001/HOC
ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE SCHEDULED BID

	OPENING DATE AND TIME”
ITB 21.1	The deadline for submission of bids shall be Friday, August 18th, 2017 by 12:00 P.M
E. Bid Opening and Evaluation	
ITB 24.1	The bid opening shall take place at: Date: Friday, August 18th, 2017; Time: 1:00 p.m.
F. Award of Contract	
ITB 34.4	Only the successful Bidder name and price will be published
ITB 35.1	The Standard Form of Performance Security acceptable to the Contracting Agency shall be a Bank Guarantee and Performance Bond.
ITB 36.1	The Advance Payment shall be limited to TWENTY percent of the Contract Price.
ITB 37.1	The Adjudicator proposed by the Contracting Agency is a member of APEB. The hourly fee for this proposed Adjudicator shall be BZ\$200.00 The Appointing Authority is Mr. Carlton Young

Section III. Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in ICDF/GOB-Financed
Procurement**

1) The Eligible Country at this time is The Country of Belize

Section IV. Forms of Contractor's Bid

1. Contractor's Bid

Identification No and Title of Contract:

ICDF/GOB Project –Belize City House of Cultrue and Downtown Rejuvenation Project –reference ICDF-BIL/001/HOC

To: **The General Manager,
Belize Infrastructure Limited
The Matalon, 6th Floor
Coney Drive
Belize City, Belize**

Having examined the Bidding Documents, we offer to execute the ICDF/GOB Project – Belize City House of Culture and Downtown Rejuvenation Project –reference **ICDF-BIL/001/HOC** in accordance with the GCC accompanying this Bid for the Contract Price of

BZD XXXXXXXXX

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: <i>[insert number of local currency]</i>	Inputs for which foreign currency is required
(a) BZ\$	100%		

The advance payment required is:

	Amount	Currency
(a)	20%	BZ\$
(b)		
(c)		
(d)		

We accept the appointment of XXXXX as the Adjudicator.

[or]

We do not accept the appointment of XXXXX as the Adjudicator, and propose instead that YYYYY be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1. In the case that the works contract includes the supplying of goods and related services, we guarantee that these goods and related services will have their origin in any member country of the Bank;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the GOB, or under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

3. 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 Clause 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. 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: [attach copy of document or letter of intent]

Place of constitution or incorporation: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

1.2 Annual amounts of construction works performed during the last **five (5)** years [insert amounts in the national currency equivalent]

1.3 Experience in works of a similar nature and size is in [insert number of works and information]

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:

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.

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 Sub-clause 5.3(f) are: NOT APPLICABLE

1.7 The evidence of access to financial resources in accordance with ITB Sub-clause 5.3(g) is:

500,000.00 BZD

1.8 Authorization with name, address, telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Contracting Agency is attached in accordance with ITB 5.3(h). [Attach authorization]

1.9 The information on current litigation(s) in which the Bidder is involved is attached in accordance with ITB Sub-clause 5.3(i).

Other part(y)(ies)	Cause of dispute and amount involved	Amount of award and awardee
(a)		
(b)		

1.10 The proposed subcontracts and firms involved in accordance with ITB 5.3(j) are:

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

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

- 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.

4. Letter of Acceptance

[letterhead paper of the Contracting Agency]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. 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 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 in the SCC]* for the Contract Price of the equivalent⁴ of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified⁵ 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 Adjudicator.⁶
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as 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 Adjudicator in accordance with ITB Clause 37.1.⁷

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 Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

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

⁴ Delete "of the equivalent" if the Contract Price is expressed wholly in one currency.

⁵ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

⁶ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Contracting Agency in the Instructions to Bidders, and has accordingly offered another candidate.

⁷ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Contracting Agency in the ITB, has accordingly offered another candidate, and the Contracting Agency does not accept the counterproposal.

Attachment: Agreement

5. Agreement

This Agreement, made the XXXXX day of XXX, 2017 between the Government of Belize/Ministry of Tourism and Civil Aviation (hereinafter called “the Contracting Agency”) and XXXXX (hereinafter called “the Contractor”) of the other part.

Whereas the Contracting Agency is desirous that the Contractor execute the ICDF/GOB Project –Belize City House of Culture and Downtown Rejuvenation Project –**reference ICDF-BIL/001/HOC** (hereinafter called “the Works”) and the Contracting Agency has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Contracting Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Agency to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Contracting Agency 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 Contracting Agency XXXXXXXX

Binding Signature of Contractor XXXXXXXX

Section V. General Conditions of Contract

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General 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 Contracting Agency and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
- (b) **Bill of Quantities** 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 Contracting Agency 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 Contracting Agency.
- (g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Contracting Agency.
- (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 in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
- (n) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (o) The **Contracting Agency** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (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 Contracting Agency's Letter of Acceptance.
- (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 in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (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 in the SCC** (or any other competent person appointed by the Contracting Agency 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.
- (v) **SCC** means Special Conditions of Contract
- (w) The **Site** is the area **defined as such in the SCC**.
- (x) **Site Investigation Reports** are those that were included

in the bidding documents 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 in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (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 **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Contracting Agency, **as defined in the SCC**.

2. Interpretation

- 2.1 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.
- 2.2 If sectional completion is **specified in the SCC**, 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).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (ee) Agreement,
 - (ff) Letter of Acceptance,

- (gg) Contractor's Bid,
- (hh) Special Conditions of Contract,
- (ii) General Conditions of Contract,
- (jj) Specifications,
- (kk) Drawings,
- (ll) Bill of Quantities,⁴ and
- (mm) any other document **listed in the SCC** as forming part of the Contract.

- 3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the SCC**.
- 4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Contracting Agency and the Contractor in the role representing the Contracting Agency.
- 5. **Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 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 Contracting Agency 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 Contracting Agency between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Contracting Agency may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. **Personnel** 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC**, to carry

out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager 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.

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.

10. Contracting Agency's and Contractor's Risks

10.1 The Contracting Agency carries the risks which this Contract states are the Contracting Agency's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Contracting Agency's Risks

11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Contracting Agency'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 Contracting Agency 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 Contracting Agency or in the Contracting Agency'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 a Contracting Agency'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 a Contracting Agency'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 Contracting Agency's risks are Contractor's risks.

13. Insurance

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

- (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.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Contracting Agency may effect the insurance which the Contractor should have provided and recover the premiums the Contracting Agency 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.

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

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site

14.1 The Contractor, in preparing the Bid, shall rely on any Site

Investigation Reports	Investigation Reports referred to in the SCC , supplemented by any information available to the Bidder.
15. Queries about the Special Conditions of Contract	15.1 The Project Manager shall clarify queries on the SCC .
16. Contractor to Construct the Works	16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
17. The Works to Be Completed by the Intended Completion Date	17.1 The Contractor may commence execution of the Works on the Start Date 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.
18. Approval by the Project Manager	<p>18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>18.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>18.5 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.</p>
19. Safety	19.1 The Contractor shall be responsible for the safety of all activities on the Site.
20. Discoveries	20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Contracting Agency. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

- 21. Possession of the Site** 21.1 The Contracting Agency shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Contracting Agency shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 22. Access to the Site** 22.1 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.
- 23. Instructions, Inspections and Audits** 23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Contracting Agency to inspect their accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Contracting Agency. The Contractor shall maintain all documents and records related to the ICDF/GOB-financed project for five (5) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of fraud or corruption and require to employees or agents with knowledge of the ICDF/GOB-financed project to respond to questions from the Contracting Agency.
- 24. Disputes** 24.1 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 Adjudicator within 14 days of the notification of the Project Manager's decision.
- 25. Procedure for Disputes** 25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2 The Adjudicator shall be paid by the hour at the **rate specified in the BDS and SCC**, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Contracting Agency and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the

arbitration procedures published by the institution named and in the place specified **in the SCC**.

26. Replacement of Adjudicator

26.1 Should the Adjudicator resign or die, or should the Contracting Agency and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Contracting Agency and the Contractor. In case of disagreement between the Contracting Agency and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program

27.1 Within the time **stated in the SCC**, 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 Works.

27.2 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.

27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

27.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 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.

28.2 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.

29. Acceleration

29.1 When the Contracting Agency 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 Contracting Agency accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Contracting Agency and the Contractor.

29.2 If the Contractor's priced proposals for an acceleration are accepted by the Contracting Agency, they are incorporated in the Contract Price and treated as a Variation.

**30. Delays
Ordered by the
Project
Manager**

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

**31. Management
Meetings**

31.1 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.

31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Contracting Agency. 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.

32. Early Warning

32.1 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.

32.2 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

33. Identifying Defects 33.1 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.

34. Tests 34.1 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.

35. Correction of Defects 35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 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.

36. Uncorrected Defects 36.1 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

37. Bill of 37.1 The Bill of Quantities shall contain items for the construction,

- Quantities** installation, testing, and commissioning work to be done by the Contractor.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 38. Changes in the Quantities**
- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- 38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Contracting Agency.
- 38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 39. Variations**
- 39.1 All Variations shall be included in updated Programs⁵ produced by the Contractor.
- 40. Payments for Variations**
- 40.1 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.
- 40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 40.3 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.

40.4 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.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1 When the Program⁶ 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.

42. Payment Certificates

42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

42.3 The value of work executed shall be determined by the Project Manager.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities that have been completed.⁷

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 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.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Contracting Agency shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Contracting Agency 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.

- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment 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.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Contracting Agency and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following shall be Compensation Events:
 - (a) The Contracting Agency does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
 - (b) The Contracting Agency 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), 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 Contracting Agency, or additional work required for safety or other

reasons.

- (h) Other contractors, public authorities, utilities, or the Contracting Agency 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 Contracting Agency's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) other Compensation Events described in the SCC or determined by the Project Manager shall apply.

44.2 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.

44.3 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.

44.4 The Contractor shall not be entitled to compensation to the extent that the Contracting Agency's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

45.1 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.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Contracting Agency's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. 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:

$$P_c = A_c + B_c (\text{Imc/Ioc})$$

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 coefficients⁸ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

47.2 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 deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Contracting Agency shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

48.2 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.

48.3 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.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Contracting Agency at the rate per day **stated in the SCC** 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 in the SCC**. The Contracting Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

49.2 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.

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Contracting Agency shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Contracting Agency 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.

51.2 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.

51.3 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.

52. Securities

52.1 The Performance Security shall be provided to the Contracting Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Contracting Agency, 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.

53. Daywork

53.1 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.

53.2 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.

53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

54. Cost of Repairs

54.1 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.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Project Manager to issue a

certificate of Completion of the Works, or each section thereof predefined for separate completion, and the Project Manager shall do so upon deciding that the work is completed.

- 56. Taking Over** 56.1 The Contracting Agency shall take over the Site and the Works, or any section thereof as defined in clause 55 above, within seven (7) days of the Project Manager's issuing a certificate of Completion.
- 57. Final Account** 57.1 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.
- 58. Operating and Maintenance Manuals** 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 59. Termination** 59.1 The Contracting Agency or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2 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 Contracting Agency 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 Contracting Agency 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 in the SCC**.
- (h) if the Contractor, in the judgment of the Contracting Agency has engaged in fraud or corruption in competing for or in executing the Contract, as established in the Fraud and Corruption Policies indicated in Clause 60 of these GCC.

59.3 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 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Contracting Agency may terminate the Contract for convenience at any time.

59.5 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.

60. Fraud and Corruption

60.1 The Contracting Agency requires compliance with its policy in regard to fraud and corruption and prohibited practices. Executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in an ICDF/GOB -financed project including, *inter alia*, bidders, suppliers, contractors, consultants and concessionaires (including their respective officers, employees and agents), shall adhere to the highest ethical standards, and report to the Contracting Agency all suspected acts of fraud or corruption of

which they have knowledge or become aware both during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions of actions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Contracting Agency shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Contracting Agency shall in all cases proceed with the established procedure referred to in Clause GCC 60.1 (c).

- (a) The Contracting Agency defines, for the purposes of this provision, the terms set forth below:
 - (i) A *corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A *fraudulent practice* 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) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; and
 - (iv) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (b) If the Contracting Agency, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in an ICDF/GOB-financed project including, *inter alia*, bidders, suppliers, contractors, subcontractors, consultants, and concessionaires, executing agencies or contracting agency (including their respective officers, employees and agents) has engaged in an act of fraud or

corruption, the Contracting Agency may:

- (i). decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Contracting Agency;
- (ii). suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
- (iii). 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 Contracting Agency, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Contracting Agency considers reasonable, and in accordance with the due process guarantees of the Contracting Agency country's legislation;
- (iv). issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
- (v). issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under GOB-financed projects except under such conditions as the Contracting Agency deems to be appropriate;
- (vi). refer the matter to appropriate law enforcement authorities; and/or
- (vii). impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Contracting Agency for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.

- (c) The Contracting Agency has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the ICDF/GOB. To that effect any complaint shall be submitted to the Contracting Agency Office at compliance@bil.org.bz for the appropriate investigation. Allegations may be presented confidentially or anonymously;
- (d) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Contracting Agency policies on Fraud and Corruption described in this Clause GCC 60; and
- (e) The imposition of any action to be taken by the Contracting Agency pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Contracting Agency;

60.2 The Contracting Agency will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring bidders, suppliers, Contractors, subcontractors, consultants and concessionaires to permit the Contracting Agency to inspect their accounts and records and any other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Contracting Agency. The Contracting Agency will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring bidders, suppliers, Contractors, subcontractors, consultants and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Contracting Agency the employees or agents of the bidders, suppliers, Contractors, subcontractors, consultants or concessionaires with knowledge of the GOB-financed project to respond to questions from Contracting Agency personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, consultant or concessionaire fails to comply with the Contracting Agency's request, or otherwise obstruct the Contracting Agency's review of the matter, the Contracting Agency, in its sole discretion, may take appropriate action

against the Bidder, supplier, contractor, subcontractor, consultant or concessionaire.

60.3 The Contractor represents and warrants:

- (a) that they have read and understood the Contracting Agency's prohibition against fraud and corruption and agrees to abide by the applicable rules;
- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded GOB-financed contracts or have been convicted of a crime involving fraud or corruption;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a GOB-financed contract or has been convicted of a crime involving fraud or corruption;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the GOB-financed contract or consulting agreement have been disclosed;
- (g) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause 60 (b).

61. Payment upon Termination

61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Contracting Agency exceeds any payment due to the Contractor, the difference shall be a debt payable to the Contracting Agency.

61.2 If the Contract is terminated for the Contracting Agency's convenience or because of a fundamental breach of Contract by

the Contracting Agency, 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.

62. Property

62.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Contracting Agency if the Contract is terminated because of the Contractor's default.

63. Release from Performance

63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Contracting Agency 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.

64. Payment's Suspension of Financing

64.1 In the event that the Contracting Agency suspends the financing or Credit to the Executing Agency, from which payments to the Contractor are being made:

- (a) The Contracting Agency is obligated to notify the Contractor of such suspension within 7 days of having received 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.

65. Eligibility

65.1 The Contractor and its Subcontractors shall have the nationality of the country of Belize. 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 the country of Belize if he or she meets either of the following requirements:
 - (i) is a citizen of the country of Belize; or
 - (ii) has established his/her domicile in the country of Belize

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 the country of Belize if it meets the two following requirements:
 - (i) is legally constituted or incorporated under the laws of the country of Belize; and
 - (ii) more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from the country of Belize.

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

Section VI. Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is 12 calendar months
GCC 1.1 (o)	The Contracting Agency is <i>The Government of Belize (GOB)/Ministry of Tourism and Civil Aviation</i> through <i>Belize Infrastructure Limited (BIL)</i>
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be eleven (11) months from date of commencement
GCC 1.1 (u)	The Project Manager is <i>Ms Christy Mastry</i>
GCC 1.1 (w)	The Site is located in Belize City, Belize and the site boundaries are indicated on the Location Plan in the drawings
GCC 1.1 (z)	The Start Date shall be tentatively <i>Monday, September 4th, 2017</i>
GCC 1.1 (dd)	The Works consist of the <i>Construction, Rehabilitation and Upgrading of the House of Culture and its grounds</i> , located at Regent Street, Belize City, Belize.
GCC 2.2	Sectional Completions with different completion date to the completion date for the whole works are: NOT APPLICABLE
GCC2.3(mm))	The following documents also form part of the Contract: Architectural Drawings – Technical Specifications
GCC 3.1	The language of the contract is <i>English</i> The law that applies to the Contract is the law of Belize
GCC 8.1	Schedule of other contractors: NOT APPLICABLE
GCC 9.1	Key Personnel: <i>Project Manager, Site Foreman for each site</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>Minimum insurance coverage BZ\$250,000.00. Maximum deductible: one percent (1%) of the sum insured.</i>

	<p>(b) For loss or damage to Equipment: BZ\$ 50,000.00</p> <p>Maximum deductible: two percent (2%) of sum insured.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Minimum insurance coverage BZ\$50,000.00.</p> <p>Maximum deductible: two percent (2%) of sum insured</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: BZ\$ 250,000.00 per occurrence</p> <p>(ii) of other people: BZ\$ 250,000.00 per occurrence</p>
GCC 14.1	Site Investigation Reports available are: Refer to the Drawings
GCC 21.1	The Site Possession Date(s) shall be: within 7 days as of the date contract signature
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: Allocated professional input time: BZ\$200.00 per hour
GCC 25.3	<i>Arbitrations shall take place in accordance to the laws of Belize.</i>
GCC 26.1	Appointing Authority for the Adjudicator: The Contracting Agency
B. Time Control	
GCC 27.1	The Contractor shall submit for approval by the Project Manager a Program for the Works within 14 (fourteen) days from the date of the Letter of Acceptance.
GCC 27.3	The period between Program updates is 28 (twenty eight) days. The amount to be withheld for late submission of an updated Program is BZ\$1000.00
C. Quality Control	
GCC 35.1	The Defects Liability Period is: 12 MONTHS.

D. Cost Control	
GCC 46.1	The currency of the Contracting Agency's country is: <i>Belize Dollars</i>
GCC 47.1	The Contract <i>is NOT</i> subject to price adjustment in accordance with GCC Clause 47, and the information regarding coefficients <i>does NOT</i> apply.
GCC 48.1	The proportion of payments retained is: TEN (10%) PERCENT
GCC 48.3	NOT APPLICABLE
GCC 49.1	The liquidated damages for the whole of the Works are <i>\$500.00</i> per day. The maximum amount of liquidated damages for the whole of the Works is 5.0 PERCENT of the final Contract Price.
GCC 50.1	NOT APPLICABLE
GCC 51.1	The Advance Payment shall be: <i>twenty percent (20%) of Contract Sum</i> and shall be paid to the Contractor no later than <i>15 BANKING DAYS AFTER SUBMISSION OF PERFORMANCE BOND</i>
GCC 52.1	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: <ul style="list-style-type: none"> a) Bank Guarantee 20% of Contract Sum b) Performance Bond 15% of Contract Sum
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is 30 DAYS AFTER THE DATE OF SUBSTANTIAL COMPLETION The date by which "as built" drawings are required is 30 DAYS AFTER THE DATE OF SUBSTANTIAL COMPLETION
GCC 58.2	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 BZ\$20,000.00
GCC 59.2 (g)	The maximum number of days is: 100 days
GCC 61.1	The percentage to apply to the value of the work not completed is 10%

Section VII. Specifications & Performance Requirements

SPECIFICATIONS





PRICING NOTES

HOUSE OF CULTURE AND ITS GROUNDS
BELIZE CITY, BELIZE

The Matalon, 6th Floor
Coney Drive, Belize City, Belize
Tel# 501-223-0494/223/2857

1. General

- (a) No works shall be executed, or materials ordered without a written notice to proceed by the Consultants.
- (b) All the requirements of the contract documents and associated works explicitly noted, implied or necessary for the proper execution and completion of the works, unless otherwise specifically noted to the contrary, shall be deemed to have been included in the rates and prices contained in the contractor's final submitted Bills of Quantities.
- (c) Where specific details are required to be done for the completion of the project but the method, or particulars to achieve this is not clearly defined, then the Contractor shall allow to complete the same to a reasonably high standard consistent with the other aspects of the works and to at least to the prevailing industry standards. Details of such works shall be submitted to the Engineer for approval prior to installation.
- (d) Any item contained in the Bills of Quantities or shown in the Drawings or contained in the Specifications and other documents, shall be deemed to have been included within the Bills of Quantities whether explicitly stated or not. The Bill of Quantities provided serves as a guide to the bidder. The contractor shall be responsible for full verification and quantification of all that is within the drawings and specifications provided. The Lump Sum Contract Price shall include all that is within the issued Drawings, Specifications and Contractor's submitted Bill of Quantities.
- (e) The Contractor shall allow to provide the Engineer with samples or copies of all pre-manufactured products, indicating requirements as specified. Any alternative proposals must be submitted for consideration and must include relevant cut sheets and samples of both the originally specified and proposed product.
- (f) The bidder is responsible to determine his own quantities and make all necessary adjustments within his rates to complete the whole of the works shown on the drawings, and as required for completion as described in the specifications and other aspects of the contract.
- (g) Fill quantities have been adjusted for compaction as follows: 1.35 for common fill, 1.25 for subbase material and graded granular fill, 1.15 for base material.

- (h) Payment will be limited to the rates and quantities shown in the Contractor's final submitted Bills of Quantities unless a change in the scope of the works is authorized in writing by the Project Manager. The Contractor shall provide for all incidentals required for a complete product even if it is not specifically shown but implied in the documents. No claims will be entertained for works executed beyond the financial scope of the contract without a written change order signed by the Project Manager.
- (i) The prices shall be assumed to include all applicable taxes, including but not limited to General Sales Tax (GST), import duties, and all business and income taxes.
- (j) The contract shall be fixed price subject to variation orders as herein indicated, which shall be priced based on pre-approved rates and the quoted and agreed profit margin. Total costs for additional works or changes shall not exceed rates set forth in the schedule of rates. Additional costs for preliminaries that directly relates to additional time, may only be entertained if such additional time is clearly reflected in work programs, is a direct fault of the Employer due to a change in the works, **and** is communicated to the Project Manager in a timely manner.
- (k) The cost to the Employer for any additional works shall be strictly based on rates provided in the Schedule of Rates for similar items. Non-similar works shall be priced based on the cost to the Contractor, plus the pre-agreed rate for administration, profit and overhead costs as indicated in the Schedule of Rates.
- (l) From time to time, the Engineer may request quotations from the Contractor for works of a nature not covered in the Bills of Quantities or Schedule of Rates. Such estimates shall be provided within a period not to exceed one (1) week after the request is made, unless otherwise determined by the Consultants and shall be provided with a comprehensive breakdown of cost plus the quoted rate for profit and overhead.

2 **Works**

- (a) The prices for excavation shall allow for excavating in any kind of ground except "hard rock" and leveling and ramming bottoms to receive hardcore or concrete as necessary. The prices for disposal of excavated material shall allow for multiple handling and shifting from spoil heaps before disposal and for handling by whatever means may be required.
- (b) The price for plain and reinforced concrete shall allow for forming construction joints, work in all sectional areas and thickness, leaving surfaces ready for screed or other finish. Prices shall also allow for any required chases, rebates, chamfers, grooves, notches, mortise, or holes for pipes.

- (c) The price for reinforcement shall allow for all bends, hooks, spacers, tie wire, laps and waste.
- (d) The prices for fabric reinforcement shall allow for all raking and curved cutting, notching, bends distance blocks and spacers, and for supplying and tying together with approved wire. Allowance shall be made for laps and waste.
- (e) Prices for formwork shall allow for raking and curved cutting, overlaps and passing, angles, notchings, and waste.
- (f) Prices for blockwork shall allow for all templates, rough and fair cutting, bonding, wedging, bedding, timbers, cutting of chases, notches, holes for pipes, grooves, and grouting.
- (g) The prices for carpentry and joinery shall allow for all cutting, rebates, grooves, chamfers, framing, trimming, angles, miters, and perforation for pipes. Plugging shall allow for cutting a mortise in any type of material and for making good.
- (h) Prices for planting of trees shall allow for digging to required depth and backfilling with appropriate soil in accordance with the specifications, and for any necessary support of seedlings for whatever length of time is deemed necessary.

Section VIII. Drawings

Section IX. Bill of Quantities

Section X. Security Forms

Notes on Forms of Securities

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are annexed. Bids security is required at this time. Bidders should not complete the Performance Bank Guarantee, Performance Bond and Bank Guarantee for Advance Payment forms at this time.. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Contracting Agency.

Annex A Form: Bid Security (Bank Guarantee),

Annex B Form: Bid Security (Bid Bond),

Annex C Form: Bid Validity Declaration,

Annex D Form: Performance Bank Guarantee

Annex E Form: Performance Bond

Annex F Form: Bank Guarantee for Advance Payment

Bid Security (Bank Guarantee)

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

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

Beneficiary: *[insert name and address of Contracting Agency]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder; if a JVCA, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, 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 expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the Bidding Documents; or
- (c) having been notified of the acceptance of its Bid by the Contracting Agency during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

Bid Security (Bid Bond)

*[If required, the **Surety/Bidder** shall fill in this Bid Bond Form in accordance with the instructions indicated in brackets.]*

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Bidder; if JVCA, insert complete legal names of partners]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in** *[insert name of country of Contracting Agency]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Contracting Agency]* as Obligee (hereinafter called “the Contracting Agency”) in the sum of *[insert amount in figures expressed in the currency of the Purchaser’s Country or the equivalent amount in an international freely convertible currency] [insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Contracting Agency dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (2) refuses to accept the correction of its Bid Price, pursuant to ITB Sub-Clause 28.2; or
- (3) having been notified of the acceptance of its Bid by the Contracting Agency during the period of Bid validity;
 - (a) fails or refuses to execute the Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Contracting Agency up to the above amount upon receipt of the Contracting Agency’s first written demand, without the Contracting Agency having to substantiate its demand, provided that in its demand the Contracting Agency shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Contracting Agency at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

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

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

[insert printed name and title]

[insert printed name and title]

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^o: *[insert number]*
Invitation for Bid 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 Contracting Agency for the period of time of *[insert time period]* starting on *[insert start date]*, 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 Documents; or
 - (c) having been notified of the acceptance of our Bid by the Contracting Agency 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]*

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 Contracting Agency requires this type of security.]*

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

Beneficiary: *[insert name and address of Contracting Agency]*

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]*),⁹ 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],¹⁰* 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. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Performance Bond

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 Contracting Agency]* as Obligee (hereinafter called “the Contracting Agency”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,⁸ 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 Contracting Agency dated⁹ 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 Contracting Agency to be, in default under the Contract, the Contracting Agency having performed the Contracting Agency’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 Contracting Agency for completing the Contract in accordance with its terms and conditions, and upon determination by the Contracting Agency and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Contracting Agency 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 Contracting Agency to the Contractor under the Contract, less the amount properly paid by the Contracting Agency to the Contractor; or

⁸ 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 Contracting Agency.

⁹ Date of Letter of Acceptance or Agreement.

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- (3) pay the Contracting Agency the amount required by the Contracting Agency to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

Any suit under this Bond must be instituted before the expiration of one year from the date of 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 Contracting Agency named herein or the heirs, executors, administrators, successors, and assigns of the Contracting Agency.

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 Contracting Agency]*

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]*¹¹) 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]*,¹² 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. 458.

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

