



Standard Document for International Public Bidding

Request for Bids of Goods and Services

**With Resources from the Central American Bank for
Economic Integration**

One Stage – One Envelope

(Without Prequalification)

Acquisition and Delivery of Essential Operating Kits

N° CABEI-G-002-2147/2026

Belize Integral Security Programme (BISP)

August 2026

Standard Bidding Document

Summary

Model of Specific Procurement Notice

The attached model corresponds to the notice to be used by the borrower for the bidding process of one stage - one envelope.

Bidding Document: Single Envelope Bidding Process

Section I. Instructions to Bidders (ITB)

This section provides information to assist bidders in preparing their bids. It is based on a single envelope bidding process. It also provides information on the submission, opening and evaluation of bids and the award of contracts. **The provisions of Section I should be used without modification.**

Section II. Bidding Data (BD)

This section sets out the particular requirements for the specific procurement and supplements the information included in Section I, Instructions to Bidders.

Section III. Evaluation Criteria

This section details the criteria and requirements to be used to evaluate the bids to determine the more convenient bid.

Section IV. Bidding Forms

This section provides the forms necessary for the submission of the bids that the Bidder must complete and submit as part of its Bid.

Section V. Requirements for Goods and Related Services

This section includes the detailed list of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services that are subject of this procurement.

Section VI. General Conditions of Contract (GCC), Particular Conditions of Contract (PCC) and Contract forms.

The General Conditions of Contract (GCC) contains the General Conditions of Contract clauses which will be applied to all contracts. **The text of the General Conditions of Contract clauses in this section shall not be modified.**

Particular Conditions of Contract (PCC), this section contains specific information for the contract. The content of this section modifies or supplements the General Conditions and must be prepared by the Buyer.

Contract Forms, contains the Letter of Acceptance, and other relevant forms.

Specific Procurement Notice
Acquisition and Delivery of Essential Operating Kits
N° CABEL-G-002-2147/2026
One Stage-One Envelope

August 28, 2026:

1. SOURCE OF RESOURCES

The Central American Bank for Economic Integration (CABEL), as part of the services it provides to its beneficiary partner countries, is granting financing is granting full financing for the Acquisition and delivery of Essential Operating Kits for the Belize Defence Force within the framework of the Belize Integral Security Program.

2. EXECUTING AGENCY AND BUYER OF THE BIDDING PROCESS

2.1 Buyer's background.

The Executing Body (EB) for the BISP is the Ministry of Finance, Investment, Economic Transformation, Civil Aviation and E-Governance. The MET will be responsible for the execution of the Programme and all its components, reporting all progress to CABEL and ensuring the execution of each component under the terms established for CABEL formulation and approval. The execution of BISP components will be carried out by the Co-Executors: Belize Police Department, Belize Defense Force, Belize Coast Guard, and National Forensic Science Services.

2.2 The Ministry of Economic Transformation is responsible for the present Procurement process for which it invites eligible suppliers of goods and services to submit bids for this procurement in a sealed envelope.

2.3 The Supplier will be selected through international competition in accordance with the procedures of the Central American Bank for Economic Integration as established in the Procurement Policy for Procurement of Goods, Works, Services and Consultancies with CABEL resources and its Regulations, which can be found on the following web site: <https://www.bcie.org>.

3. PRESENTATION OF THE PROCUREMENT PROCESS

3.1 General Objectives of the Procurement: General Objectives of the Procurement: Acquisition and Delivery of Essential Operating Kits to ensure operational readiness for the Belize Defence Force.

3.2 The Buyer makes available to interested parties all the documentation related to this Procurement necessary for the preparation of bids.

Such information will be available free of charge:

- a. For download on the Ministry of Economic Transformation's Website: <https://procurement.gov.bz/opportunities/#tender> and the Ministry of Finance's Procurement Portal.
- b. Additional information regarding the preparation of proposals can be communicated by emailing: projectmanager.rsp@met.gov.bz and copied to adminassistant.bisp@met.gov.bz

3.3 Bids for this invitation to bid shall be received no later than **October 12, 2026, until 10:00 a.m.** at the following physical address below.

3.4 Bids must be sent to the address below. Bids will not be permitted in electronic form and no late bids will be accepted. Bids shall be opened publicly, in the presence of the representatives designated by the Bidder, at the address listed below on **October 12, 2026, at 10:30 a.m.**

3.5 **All Bids must be accompanied by one "Bid Maintenance Declaration".**

3.6 The address mentioned above is:

***Project Coordinator
Belize Integral Security Programme
#1904 Constitution Drive, 2nd Floor, Unit 3
Belmopan City, Cayo District
Belize, Central America***

Ref: Belize Integral Security Programme (N° CABEI-G-002-2147/2026)

Telephone: 501-826-6102



Request for Bids of Goods and Services
Standard Document for International Public Bidding
One Stage-One Envelope
(Without Prequalification)

Acquisition and Delivery of Essential Operating Kits

Process No. *Nº CABEI-G-002-2147/2026*
Project: *Belize Integral Security Programme*
Buyer: *Ministry of Finance, Investment, Economic Transformation,
Civil Aviation, and E-Governance*
Country: *Belize*

August 2026

STANDARD PROCUREMENT DOCUMENT FOR GOODS AND SERVICES

General Contents

PART ONE: BIDDING PROCEDURES	8
Section I. Instructions to Bidders (ITB)	12
Section II. Bidding Data (BD)	37
Section III. Evaluation Criteria	43
Section IV. Bidding Forms	52
PART TWO: REQUIREMENTS FOR THE GOODS AND RELATED SERVICES	74
Section V. List of Requirements for Goods and Related Services	75
PART THREE: CONTRACTUAL CONDITIONS AND CONTRACT FORMS	81
Section VI. Contract Form	82

PART ONE: BIDDING PROCEDURES

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

Index

A.	10
1.	10
2.	10
3.	10
4.	10
5.	12
6.	Error! Bookmark not defined.
7.	14
B.	15
8.	15
9.	15
10.	15
C.	16
11.	16
12.	16
13.	16
14.	17
15.	17
16.	17
17.	19
18.	19
19.	19
20.	20
21.	20
22.	22
D.	23
23.	23
24.	24
25.	24
26.	24
27.	25
E.	26
28.	26
29.	26
30.	27
31.	27
32.	28
33.	29

	34.	29
	35.	30
	36.	30
	37.	30
	38.	31
	39.	32
	40.	32
F.	32	
	41.	33
	42.	33
	43.	33
	44.	34
	45.	34
	46.	35

Section I. Instructions to Bidders (ITB)

<i>Instructions to Bidders</i>		
A. General		
1. Definitions	1.1	Except where otherwise stated in the Bidding Data (BD), the definitions and interpretations are those established in the General Conditions of the Contract contained in section VI.
2. Scope of the Tender	2.1	The Buyer, identified in the BD invites to submit bids for the procurement of goods and if applicable related services that are described in the same section, which also specifies the name, identification number of this bidding process, quantity of lots.
3. Source of funds	3.1	The Borrower/Beneficiary has requested or received financing from CABEL, and these resources will be used to defray the total or partial cost of the eligible payments under the contracts resulting from these Bidding Documents.
	3.2	No bidder of bidding processes or suppliers contracted by the Buyer to provide goods and services may derive rights or demand payments from the Bank, since at all times the legal relationship involving rights and responsibilities is between them and the Buyer.
4. Prohibited Practices	4.1	CABEL requires Borrowers/Beneficiaries and all natural or legal persons to participate or provide services in CABEL-financed projects or operations, whether in their capacity as bidders, borrowers, executing agencies, coordinators, project supervisors, contractors, subcontractors, consultants, suppliers, grant recipients (and all their officers, employees, representatives, and agents), as well as any other similar relationship, the following: a. Observe the highest ethical standards, at all stages of the procurement process or the execution of a contract. b. Refrain from performing any act or action that is framed or may be classified as a Prohibited Practice. c. Report to CABEL using the Reporting Channel or other reporting mechanism available to CABEL any act suspected of constituting a Prohibited Practice of which it is aware or informed. In accordance with the best practices and to establish a frame of reference in its operation, prohibited practices are understood as: i. Corruptive Practice: It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party. ii. Coercive Practice: It consists of harming or causing harm, or threatening to harm or cause harm, directly or indirectly, to any party or its property to improperly influence the actions of a party. iii. Fraudulent Practice: Any fact or omission, including misrepresentation of facts and circumstances that deliberately or negligently misleads or attempts to mislead any party for financial

Instructions to Bidders

or other gain, own or from a third party, or to evade an obligation in favor of another party.

- iv. Collusive Practice: Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party.
- v. Obstructive Practice: Consists of: (a) deliberately destroying, falsifying, altering, or concealing material.

In the face of complaints received in the channel of reports or other means acceptable to CABEL, related to Prohibited Practices that occurred during the processes of procurement of Goods, Works, Services and Consultancies, as well as during the execution of a contract resulting from said processes within the framework of an operation financed with CABEL resources, it will proceed in accordance with its internal policies related to the subject.

Prior to determining the existence of a Prohibited Practice, CABEL reserves the right to execute audit and investigation procedures.

The right to execute the audit and investigation procedures set out in the preceding paragraph refers to the unrestricted access of CABEL or its duly authorized representatives to visit or inspect offices or physical facilities, used in connection with procurement processes or projects financed with CABEL's own funds or administered by CABEL. Likewise, the conduct of interviews and access to physical and digital files related to these procurement processes, projects, or operations, and must provide all necessary collaboration and assistance, in order to properly execute the planned activities, at the discretion of the Bank.

When the existence of a Prohibited Practice is determined, CABEL will issue one or more of the actions and/or recommendations listed below, without limitation:

- a. Referral of the relevant case to the competent local authorities.
- b. Issuance of a written reprimand.
- c. Adoption of measures to mitigate the risks identified.
- d. Suspension of disbursements.
- e. Disobligation of resources.
- f. Request the advance payment of resources.
- g. Cancel the business or contractual relationship.
- h. Suspension of procurement processes, or execution of contracts, regardless of the state in which these are.
- i. Request for additional guarantees.
- j. Execution of bonds or guarantees.
- k. Request reimbursement of expenses or costs related to the activities and investigations carried out in connection with the Commission of Prohibited Practices.

Instructions to Bidders	
	The actions and/or recommendations issued by CABEL shall be of observance and mandatory compliance. CABEL reserves in any case, and without prejudice to the sanctions imposed by the authorities of the country of the Borrower/Beneficiary, the right to request the suspension of the procurement processes or the execution of the contract or contracts resulting from them, regardless of the state in which these are located. If CABEL requests the suspension of the procurement procedures or the execution of the contract(s) and this does not occur, it reserves the right not to finance the contract(s) resulting from those procedures. As a result of the investigation process, CABEL may include natural or legal persons in the List of Prohibited Counterparties or other CABEL ineligibility list that it has instituted for this purpose.
5. Eligible Bidders	5.1 A Bidder, and all parties constituting the Bidder, may be from member and non-member countries of the Bank. Participation in the procurement processes will be restricted when the source of financing to be used by CABEL so determines, a restriction that will be clearly defined in the BD.
	5.2 The Bank's member countries are Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Dominican Republic, Belize, Mexico, China (Taiwan), Argentina, Colombia, Spain, Cuba, and Korea.
	5.3 Legal or natural persons who have one of the following conditions may not be awarded or subject to extensions of contracts with total or partial financing from CABEL or funds administered by it: a. Are included in CABEL's List of Prohibited Counterparties or CABEL's other list of ineligibility. b. Have been disqualified or declared by an entity as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEL for that purpose. c. Found guilty by a final sentence of crimes or sanctions related to Prohibited Practices by the competent authority, while the sanction is in force.
	5.4 Bidders, like goods supplied under the contract, shall not be eligible where, pursuant to a decision of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations, the country of the Borrower prohibits the importation of goods from that country in question or payments of any kind to that country, to a person or entity.
	5.5 The following persons may not participate directly or indirectly in the supply of goods, execution of works, services, or consultancies for operations financed by CABEL: a) In public sector financing, individuals with family or business ties with the representatives of the Borrower/Beneficiary, its executing agency, or a recipient of a portion of the Bank's financing, or with any other person representing or acting on behalf of the Borrower/Beneficiary up to and including the

Instructions to Bidders	
	second degree of consanguinity or second degree of affinity, and who participates directly or indirectly in: i. The preparation of technical specifications or an equivalent activity. ii. The contract bidding process; or iii. Contract supervision, This prohibition shall not apply where: i. The persons named there prove that they are engaged, on a regular basis, in carrying out the business activity that is the subject of the respective contract, at least from two (2) years before the publication. ii. The costs involved are commensurate with the market; so, iii. The dispute arising from this relationship has been disclosed and resolved in a manner acceptable to the Bank throughout the selection process and the execution of the contract. b) In procurements for goods, works or services: Any Bidder (including its shareholders, executive directors, and key personnel) engaged by the Borrower/Beneficiary to provide consultancy services in respect of the preparation or execution of a project, as well as its parent and all its subsidiaries, shall be disqualified from providing goods or constructing works or services that are directly related to the consultancy services for the preparation or execution. c) All those who submit more than one proposal in a bidding or competition process, except in the case of alternative bids permitted in the bidding documents of the respective process. This does not limit the participation of subcontractors in more than one offer. d) Any additional conflict of interest situations that are listed in the BD.
5.6	A company that is a bidder (either individually or as a member of the Joint Venture) may not participate as a Bidder or as a member of a JV in more than one Bid, except in the case of permitted Alternative Bids. Such participation will result in the disqualification of all Bids in which the company in question has been involved. A company that is not a Bidder or a member of an JV may participate as a subcontractor in more than one Bid. Unless specified in the BD, there is no limit to the number of members of a JV.
5.7	A Bidder must not be suspended by the Buyer from submitting bids or proposals as a result of non-compliance with a Bid Maintenance Declaration.

Instructions to Bidders		
	5.8	Bidders shall provide the Buyer with satisfactory evidence that they continue to be eligible in accordance with ITB 13.1, when the Buyer reasonably requests it.
	5.9	Bidders that are state-owned institutions or enterprises of the contractor's country may be eligible to compete for and be awarded one or more Contracts only if they can establish, to the satisfaction of the Bank, that (i) they are legally and financially autonomous; (ii) they operate in the borrower/recipient's country in accordance with commercial laws and regulations; and (iii) are not subject to the supervision of the entity acting as executing agency of the operation or as contractor.
	5.10	A private entity or a state-owned enterprise or institution/company in the Contractor's country, subject to the provisions of ITB 5.9, or any combination thereof in the form of a Joint Venture, Consortium or Association (JV) through an existing agreement or with the intention to enter into such an agreement expressed in a letter of intent, may be a Bidder. In the case of a JV, all members shall be jointly and severally liable for the performance of the entire Contract in accordance with its terms. The JV shall appoint a Representative who shall be empowered to carry out all activities on behalf of and represent each and every member of the JV during the bidding process and, if the Contract is awarded to the JV, during its execution.
6. Provisions for Bidders	6.1	When selected as the most suitable bid, a bid submitted by a bidder originating from a non-CABEI country will be verified if there is any bid within a range of up to 15% above the selected bid, submitted by one or more bidders originating from CABEI partner countries. If so, the Buyer will give the possibility to the second lowest bid to match its financial bid to that of the bid initially selected as the most convenient, in case of matching said bid, this will be considered as the most convenient bid. If the previous negotiation fails, the Buyer will proceed to carry out the same negotiation with the next bidder that is in the defined range and so on until the bidders that were placed in said range are exhausted. This provision shall apply to international biddings except in cases where there is a restriction relating to the origin of the bidders, which shall be detailed in paragraph 5.1 of the BD. For the purposes of applying this clause, the Member States of the Bank are those indicated in ITB 5.2.
7. Eligibility of related goods and services	7.1	All Goods and Related Services to be supplied in accordance with the contract and financed by the Bank may originate in member and non-member countries of the Bank.
	7.2	For the purposes of this instruction the term "goods" includes goods, raw materials, machinery, equipment, industrial plants and "related

Instructions to Bidders	
	services" includes services such as transportation, insurance, facilities, commissioning, training, and initial maintenance.
B. Bidding Documents	
8. Sections of the BD	8.1 The Bidding Documents consist of the six (6) sections: Section I: Instructions to Bidders (ITB) Section II: Bidding Data (BD) Section III: Evaluation criteria Section IV: Bidding forms Section V: Requirements for Goods and Related Services Section VI: General Conditions of the Contract (GCC), Particular Conditions of the Contract (PCC) and Contract Forms. These sections should be read in conjunction with any clarifications to be published and any amendments issued in accordance with ITB 10.
	8.2 The Buyer is not responsible for the integrity of the Bidding Documents and their amendments, if they are not obtained directly from the source indicated by the Buyer in the notice of the process.
	8.3 Bidders shall study all instructions, forms, conditions, and specifications contained in the Bidding Document. Failure by the bidder to provide all the information or documentation required in the Bidding Documents could result in the rejection of its bid.
9. Clarifications on the Bidding Document and communication regime	9.1 Any bidder who requires any clarification of the Bidding Documents shall contact the Buyer in writing at the address provided in the BD. a) The time limit for consultations and clarifications shall be indicated in the BD. b) The time limit for the Buyer to respond to queries and/or clarifications shall be indicated in the BD.
	9.2 The Buyer will respond in writing to all requests for clarification by sending copies of the responses to all bidders, including a description of the inquiries made, without identifying their source.
	9.3 The bidder and any member of its staff or representative, shall have access to information and location related to the provision of goods and services required at its own risk, being responsible for any loss, damage, costs, and expenses incurred by it.
	9.4 The official communication channel of this bidding process will adhere to the provisions of the BD.
10. Modifying the BD	10.1 If at any time during the process, the Buyer deems it necessary to amend the Bidding Document or any process information, it may amend the documents through the issuance of addendums, which will be communicated to the bidders in a timely manner, in order to give potential bidders a reasonable period of time to consider the addendums in the preparation of their bids. This period may not be less than fifteen (15) days before the date of receipt of bids.

Instructions to Bidders		
	10.2	Any addendum issued shall form part of the Bidding Documents and shall be communicated to all bidders who have obtained the Bidding Document in accordance with the provisions of paragraph 9. 4 of the BD .
C. Preparation of Bids		
11. Cost of participation in the procurement	11.1	The bidder will assume all costs related to the preparation and presentation of its bid from the moment of obtaining of the bidding document. The Buyer shall not be liable or liable in any event for such costs, regardless of the outcome of the bidding process.
12. Language of the bid	12.1	The bid, as well as all correspondence and documents relating thereto exchanged between the bidder and the Buyer shall be written in the official language of the Buyer as indicated in the BD .
	12.2	Supporting documents and printed materials forming part of the bid may be in another language, provided that the relevant parts are accompanied by a reliable translation into the language indicated in the BD . For the purposes of the interpretation of the offer, such translation shall prevail.
13. Documents that make up the bid.	13.1	The bid must contain the following documents: a. Bid submission letter prepared in accordance with ITB 14, which must include commissions and gratuities, if any, paid or payable to agents or other party related to this bid. b. Complete price list, according to ITB 14 and ITB16. c. Bid Maintenance Guarantee or Bid Maintenance Declaration in accordance with ITB 21.1. d. Alternative bids if these are permitted, in accordance with ITB 15. e. Authorization: written confirmation authorizing the signatory of the bid to commit the bidder in accordance with ITB 22.3 and 22.4, accompanied by a simple copy of the current identification document of the signatory to the bid. f. Bidder's Eligibility: Exhibit, in accordance with ITB 19. 1 that establishes that the bidder is eligible to submit a bid. g. Qualifications: Exhibit in accordance with ITB 19.2, which lists the qualifications of the bidder to perform the contract if the bid is accepted. h. Eligibility of related goods and services: Exhibit in accordance with ITB 18 demonstrating the eligibility of the related goods and services to be provided by the bidder. i. Compliance with the provisions: Exhibit in accordance with ITB 18 and 31 establishing that the related goods and services comply with the provisions of the bidding document. j. Any other documents required in the BD.
	13.2	In addition to the requirements set out in ITB 13.1, bids submitted by a JV must include a copy of the JV agreement entered by all its members. Alternatively, a letter of intent to enter into a JV Agreement, signed by all its members, must be submitted jointly with the Bid in the event that the Bid is awarded, accompanied by a copy of the proposed Agreement.

<i>Instructions to Bidders</i>		
14. Bid submission letter and price list	14.1	The Bidder shall submit the "Bid Submission Letter" and Price List using the forms provided in Section IV Bidding Forms. The forms must be completed without making any modifications to the text or submitting any replacement to what is required except as provided in ITB 22.5. All blank spaces must be filled with the required information.
15. Alternative bids	15.1	Unless otherwise specified in the BD , the submission of alternative bids is not permitted ¹
16. Bid Price and discounts	16.1	The prices and discounts quoted by the bidder in the bid submission letter and in the price, list must comply with the requirements indicated below.
	16.2	All lots and items should be listed and listed separately on the price list
	16.3	The price quoted on the bid submission letter in accordance with ITB 14 shall be the total bid price excluding any discounts offered.
	16.4	The bidder will quote any discount and indicate its method of application in the bid submission letter, in accordance with ITB 14.1.
	16.5	The prices quoted by the bidder shall be fixed during the performance of the contract and shall not be subject to any variation for any reason during performance, unless otherwise indicated in the BD. A bid submitted with adjustable prices does not respond to the request and consequently be rejected in accordance with ITB 32. However, if, in accordance with the BD, the prices quoted by the bidder may be subject to adjustment during the performance of the contract, bids that quoted fixed prices shall not be rejected and the price adjustment shall be treated as if it were zero.
	16.6	Where bids may be submitted in individual lots (Contracts) or by combination of lots (group of contracts), this shall be indicated in the BD and Section III. Unless otherwise indicated in the BD , the quoted prices shall correspond to 100 % of the items indicated in each lot and 100 % of the quantities indicated for each item in a lot. Bidders wishing to offer discounts for the award of more lots of a contract shall indicate in their bid the discounts applicable for each group of contracts or, alternatively, for individual contracts in the group. Discounts must be submitted in accordance with ITB 16.4, provided that bids for all lots are submitted and opened at the same time.
	16.7	The expressions EXW, CIP and other related terms shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, as specified in the BD .
	16.8	Prices shall be quoted as indicated in each price list in Section IV, "Bid Forms". The breakdown of the price components is required for the

Instructions to Bidders

sole purpose of facilitating Buyer's comparison of bids. This shall in no way limit the Buyer's right to contract on any of the terms offered.

When quoting prices, the bidder may include transport costs quoted by transport companies registered in any partner and non-member country of the Bank. In addition, the bidder may purchase insurance services from any partner and non-member country of the Bank. The prices shall be recorded as follows:

- a. For Goods manufactured in the Buyer's Country:
 - i. the price of the EXW Quoted Goods (workshop, factory, warehouse, showroom or in stock, as applicable), including all customs duties and sales or other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods.
 - ii. any sales tax or other type of tax that obliges the Buyer's Country to pay on the Goods in case the Contract is awarded to the bidder.
 - iii. the price of internal transport, insurance, and other services necessary to get the Goods to the final destination (Project site) specified in the **BD**.
- b. For Goods manufactured outside the Buyer's Country and to be imported:
 - i. the price of the Goods, quoted CIP agreed place of destination, in the Buyer's Country, as indicated in the **BD**.
 - ii. the price of internal transportation, insurance, and other local services necessary to get the Goods from the agreed duty station to their final destination (Project site) indicated in the **BD**.
- c. For Goods manufactured outside the Buyer's Country, and previously imported:
 - i. the price of the Goods, including the original import value plus any margin (or discount), plus any other related costs, customs duties and other import taxes paid or payable on the Previously Imported Goods.
 - ii. customs duties and other import taxes paid (to be supported by documentary evidence) or payable on goods previously imported.
 - iii. the price of the Goods obtained from the difference between (i) and (ii).
 - iv. any sales tax or other tax payable in the Buyer's Country on the Goods if the Contract is awarded to the bidder.
 - v. the price of internal transportation, insurance and other local services required to get the Goods from the agreed duty station to the final destination (Project site) indicated in the **BD**.
- d. For Related Services other than internal transportation and other services necessary to bring the Goods to their final destination, where such Related Services are specified in the

Instructions to Bidders	
	List of Requirements for Goods and Related Services, the price of each item comprising the Related Services (including any applicable taxes).
17. Bid and Payment Currency	17.1 The bid and payment currency are specified in the BD. It is also informed whether or not the amount budgeted for the procurement will be published.
18. Documents establishing the eligibility and conformation of related goods and services	18.1 To establish eligibility for related goods and services in accordance with ITB 7, bidders must complete the country of origin on the "price list" form, included in section IV "Bidding Forms".
	18.2 In order to establish the conformity of the Related Goods and Services with the Bidding Document, the bidders shall provide, as part of their bid, documentary evidence that the Goods comply with the technical specifications and standards specified in section V "Requirements for related goods and services".
	18.3 The documentary evidence may consist of bibliographic material, plans or data, and shall include a detailed description of the essential technical and operational characteristics of each article demonstrating substantial conformity of the Related Goods and Services with the technical specifications, and, where appropriate, a statement of deviations and exceptions to the provisions of Section V "Requirements for related goods and services.
	18.4 Bidders shall also provide a detailed list including availability and current prices of spare parts, special tools, etc., necessary for the proper and continuous operation of the Goods during the period indicated in the BD, from the time buyer begins to use such Goods.
	18.5 The manufacturing, processing, material, and equipment standards, as well as references to trademarks or catalogue numbers that the Buyer has included in the List of Goods Requirements and the List of Related Services, are merely descriptive, and not restrictive. The bidders may offer other quality standards, marks and/or catalogue numbers, provided that they demonstrate, to buyer's satisfaction, that the replacements are substantially equivalent to internationally accepted standards and that they comply with, or are superior to, those specified in section V "Requirements for Related Goods and Services".
19. Documents establishing the bidder's eligibility and qualification	19.1 To establish their eligibility in accordance with ITB 5, bidders must complete the bid submission letter and its annexes, included in section IV "Bidding Forms". Additionally, the bidders must submit a simple copy of the act of incorporation of the bidder (and its amendments if any), duly registered in the competent public registry. In the case of bids submitted by a JV, a simple copy of the act of incorporation (and its amendments if any) must be submitted, duly registered in the competent Public Registry, of each of the members of the JV.

<i>Instructions to Bidders</i>		
	19.2	Documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the full satisfaction of the Buyer that: a. if required in the BD, the Bidder who does not manufacture or produce the Goods it proposes to provide shall submit a manufacturer's authorization using the form included in Section IV, "Bidding Forms", to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply them in the Buyer's Country. b. if required in the BD, in the case of a Bidder who is not commercially established in the Buyer's Country, the Bidder is or will be (if awarded the Contract) represented by an agent in the Buyer's Country equipped and able to comply with the Supplier's maintenance, repair and storage obligations for spare parts stipulated in the terms of the Contract and/or the technical specifications. c. the Bidder meets each of the qualification criteria set forth in Section III, "Evaluation Criteria." According to the forms included in section IV "Bidding forms".
20. Period of validity of the bids	20.1	Bids must remain valid for the period determined in the BD , from the deadline for the submission of bids set out in the Bidding Document. Any bid with a shorter term will be rejected for non-compliance with the provisions.
	20.2	In exceptional cases, before the expiration of the period of validity of the bid, the Buyer may request in writing to the bidders to extend the period of validity of their bids. The Buyer will do everything in its power to formalize the contract within this period of validity of the bids. However, the Buyer may ask bidders to extend the term of validity of their bids if necessary. Bidders who agree to such an extension shall confirm the extent of the validity of the bid. Bidders who do not agree to extend the validity of the bid have the right to refuse the request, without losing the Guarantee of Maintenance of Bid and Signing of Contract in cases where it has been submitted in accordance with ITB 21.
	20.3	If the award is delayed more than fifty-six (56) days from the expiration of the initial Validity period of the Bid, the price of the Contract shall be determined as follows: a) In the case of fixed-price contracts, the contract price shall be that of the bid, adjusted by a factor specified in the BD. b) In the case of adjustable price contracts, no adjustments shall be made. c) In all cases, the evaluation of the bid shall be based on the price of the Bid without considering the correction applicable in the cases indicated above.
21. Bid Maintenance	21.1	a) In the BD will be established the obligation to present Bid Maintenance and Signing of Contract Guarantee.

Instructions to Bidders	
and signing of contract Guarantee	If required, the bidder must present as part of its bid this guarantee with the characteristics, amount, term, and currency stipulated in the BD. This guarantee may be of the banking type, guarantee or any other unconditional financial instrument and at first request. The BD shall indicate in favor of whom the guarantee should be issued. The guarantee must take any of the following forms, at the option of the Bidder: 1. An unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance or bonding company). ÷ 2. an irrevocable letter of credit. ÷ 3. a cashier's check or certified check ÷ 4. another guarantee defined in the BD issued by a reputable institution. ÷ The Bid Maintenance and Contract Signing Guarantees will be returned to the non-selected bidders, as soon as possible, once the selected bidder signs the Contract and provides the Execution and/or Performance Guarantee, in accordance with ITB 44. b) Instead of this guarantee, bidders may be required to submit a Bid Maintenance Declaration, accepting that they will be unable to participate in other processes carried out by the Buyer for a defined period of time in the BD, in case of withdrawing their bids during the period of validity of the same. In the case of bidders participating as an JV, the foregoing shall apply to JV members.
	21.2 If the Bid Maintenance Guarantee and Signing of Contract is required, the following conditions must be met: a. Where the bidding process requires an extension of the period of validity of bids, the period of validity of the guarantee shall be extended for the same period. Bidders may reject the request without losing the bid guarantee. Bidders who accept the extension will not be asked or allowed to modify their bid. b. It must be a guarantee in sight, or in electronic, unconditional, and irrevocable format of automatic realization or at the sole request of the Buyer by means of a simple letter, without the need for a judicial requirement or before a guarantor for its payment and without the benefit of excuse that allows it to make effective said guarantee. c. It must be issued by a regulated financial institution or insurer in the Buyer's country. If the guarantee/bond/other financial instrument is issued by a financial institution located outside the buyer's country, the issuing institution must have a correspondent financial institution regulated in the buyer's country, which allows the guarantee to be made effective. d. It must be substantially in accordance with one of the forms in Section IV.

Instructions to Bidders	
	e. The period of validity shall be at least 30 days additional to the period of validity of the bids, or of the extended period of the bids where applicable. f. All bids that are not accompanied by this guarantee will be rejected by the Buyer for non-compliance with the non-rectifiable requirement.
	21.3 The Bid Maintenance Guarantee may be made effective, or the bid maintenance Declaration may be executed if: a) The bidder withdraws its bid during the period of validity of the same, or during any extension of that period ordered by the Bidder, except as stipulated in the numeral of these Instructions relating to the period of validity of the bids and guarantees; or b) The selected bidder: - do not sign the contract in accordance with the provisions of this Bidding Document; or - It does not provide the Contract Performance and/or Compliance Guarantee in accordance with the provisions of ITB 44.1.
	21.4 The Bid Maintenance Guarantee or JV's Bid Maintenance Declaration will be issued on behalf of the association submitting the Bid. If the JV has not been formally constituted as a legal entity at the time the bid is submitted, the Bid Maintenance Guarantee, or the Bid Maintenance Declaration may be issued on behalf of one or all of the future members listed in the letter of intent referred to in ITB 13.2.
	21.5 If in the BD, a Bid Maintenance Guarantee is not required as stipulated in ITB 21.1 and if: a) a Bidder withdraws its Bid during the Bid Validity Period specified by the Bidder in the Bid Submission Letter, or b) the selected Bidder does not enter into the Contract in accordance with the provisions of ITB 45 or does not provide a Contract Performance and/or Compliance Guarantee as set forth in ITB 44, the Buyer may, if so, provided in 21.1(b) of the BD, declare the Bidder ineligible to be awarded a contract by Buyer for the period specified in 21.1(b) of the BD.
22. Format and Signature of the Bid	22.1 The bidder shall prepare an original of the documents constituting the bid, as set out in ITB 13. In addition, the bidder shall submit the number of copies of the offer indicated in the BD and shall clearly mark each copy as a "copy". In the event of a discrepancy, the text of the original shall prevail over that of the copies.

Instructions to Bidders	
	22.2 They must deliver the original and each copy of the bid, in separate envelopes, closed inviolably and duly identified as "ORIGINAL" and "COPY". The bidders must mark as "EXTERNAL CONFIDENTIAL" the information included in their Bids that is of a confidential nature for their companies. This may include classified information, trade secrets or sensitive information of a commercial or financial nature.
	22.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the person duly authorized to sign on behalf of the Bidder and shall be attached to the Bid. The name and title of each person signing the authorization must be typed or written in print under the signature. All pages of the Bid that contain annotations or amendments must be signed or initialed by the person who subscribes to the Bid.
	22.4 Where the bidder is a JV, the Bid must be signed by an authorized representative of the JV on behalf of the JV, as evidenced by the Intent form (JV) or the respective agreement, and on legally binding representation to act on behalf of all members, formalized by a power of attorney signed by their legal representatives.
	22.5 Any line spacing, erasure or replacement will be valid only if it is signed by the person subscribing to the bid and has their initials.
D. Presentation and opening of the Bids	
23. Procedure for signing, sealing, and marking of Bids	23.1 The Bidder must submit the Bid in a single sealed envelope (bidding process with single envelope mechanism), inside which must place the following sealed envelopes: a) an envelope identified as "ORIGINAL", which will contain all documents that make up the Bid, as described in ITB 13. b) an envelope identified as "COPIES", which will contain the copies of the Bid that have been requested. c) whether Alternative Bids are permitted under ITB 15 and, if applicable: i. an envelope identified as "ORIGINAL: ALTERNATIVE BID", where the Alternative Bid will be placed, ii. an envelope identified as "COPIES: ALTERNATIVE BID", where all copies of the Alternative Bid that have been requested will be placed.
	23.2 The inner envelopes and the outer envelope shall: a) Bear the name and address of the bidder. b) Be addressed to the Buyer and carry the address indicated in the BD.

Instructions to Bidders	
	c) Carry the specific identification of this bidding process indicating the name of the procurement. d) Include a warning not to open before the time and date of the opening of the bid.
	23.3 If the envelopes are not sealed and identified as required, the Buyer shall not be liable if the bid is lost or opened prematurely.
24. Deadline for submission of Bids	24.1 a. The Buyer shall receive the bids at the address and, at the latest, at the time and date indicated in the BD. b. Unless a different time limit is agreed in the BD, the time limit for the preparation of bids shall be at least 45 calendar days from the following working day after the date of publication of the bidding documents, or from the following working day after the date on which they are available.
	24.2 The Buyer may extend the bid deadline by amending the Bidding Document in accordance with ITB 10 in which case all obligations and rights of Buyer and bidders that were subject to such deadline shall be subject to the new deadline.
	24.3 Bidders will have the option to submit their bids electronically, where indicated in the BD. In that case, the bidders who submit their bids electronically shall follow the procedures indicated in that section for the submission of the bids.
25. Late Bids	25.1 The Buyer will not consider any bid that arrives after the time and deadline for the submission of bids in accordance with ITB 24.1. No bids that arrive after the deadline will be received.
26. Withdrawal, replacement, and modification of bids	26.1 Provided that the deadline for the submission of bids is in effect, bidders may withdraw, replace, or modify their bids after it has been submitted, having to submit a communication in writing, duly signed by the representative authorized to submit the bid. Which must include a copy of the authorization in accordance with the provisions of ITB 22.3 and 22.4. This communication must be accompanied by the corresponding replacement or modification of the bid (except for notifications of withdrawal of bid). All communications must be: a) Prepared and accompanied in accordance with ITB 22 and ITB 23, (except for the withdrawal communication, which does not require copies) and the respective envelopes must be clearly marked "withdrawal", "replacement" or "modification". b) Received by the Buyer before the deadline established for the submission of bids in accordance with ITB 24.1
	26.2 Bids which withdrawal was requested in accordance with paragraph 26.1 above, will be returned to the bidders without opening.

Instructions to Bidders	
	26.3 No Bid may be withdrawn, replaced, or modified during the interval between the deadline for the submission of Bids and the expiration of the period of Validity of the Bid indicated by the Bidder in the Bid Submission Letter or any extension of that period.
27. Reception and Opening of Bids	27.1 Once the deadline for the submission of bids has closed, the Buyer shall carry out the public act of receipt and opening of the bids, and shall read aloud all bids received before the expiration of the indicated period, at the address, date and time specified in clause 24.1 of the BD. The procedure to be followed will be as follows: a) First the envelopes marked as "withdrawal" will be read aloud and the envelope with the corresponding Bid will not be opened but returned to the sending Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming that the signatory is a person authorized by the bidder, the bid will be opened. Withdrawal of any bid shall not be permitted unless the relevant withdrawal notice contains a valid authorization to request withdrawal and is read aloud at the opening ceremony of the Bids. b) The envelopes marked as "replacement" will then be opened and read aloud and exchanged with the corresponding Bid being replaced; the superseded Bid will not be opened and will be returned to the sending bidder. No substitution shall be permitted unless the relevant replacement notice contains a valid authorization to request replacement and is read out at the opening of the Bids. c) The envelopes marked as "modification" will then be opened and read aloud with the corresponding Bid. No modification to the Bids will be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read aloud at the opening ceremony of the Bids. d) Then, all other envelopes will be opened one at a time, reading aloud: the name of the bidder and whether it contains modifications; the total Bid Price, per lot (contract), if applicable including any discounts or Alternative Bid there may be the existence or non-existence of a Bid Maintenance Guarantee or a Bid Maintenance Declaration, if required, and any other details that the Buyer deems relevant. e) Only Bids, Alternative Bids, and discounts open and read aloud will be considered in the evaluation. The Bid Submission Letter and Price Lists shall be initialed by the Buyer's representatives attending the opening ceremony of bids, as specified in the BD. f) The Buyer shall not discuss the merits of the Bids or reject any (except late Bids, as provided in ITB 25.1). g) Finally, the Buyer will prepare a record of the bids opening act that will include at least:

Instructions to Bidders	
	a) the name of the Bidder and whether there was withdrawal, replacement, or modification. b) the price of the Bid, per lot (contract) if applicable, including any discounts. c) any Alternative Bid. d) the existence or not of the Bid Maintenance Guarantee or the Bid Maintenance Declaration, if required. The representatives of the Bidders present shall be requested to sign the record. The omission of the signature of one of the Bidders in the act shall not invalidate the content or effects of the act. A copy of the record o minutes will be given to all Bidders. If there are electronic bids, these must be announced and read in accordance with the above.
E. Evaluation and comparison of Bids	
28. Confidentiality	28.1 Information relating to the evaluation of bids or to the recommendation for the award of the Contract shall not be disclosed to the Bidders or to any person who is not officially involved in the bidding process until the information on the Notification of intention to award the contract has been communicated to all bidders in accordance with ITB 40. The communications of the procurement process should be carried out only through the channels set out in ITB 9.4. After the opening of bids, no information concerning its review, examination, explanation, and evaluation, as well as the recommendations concerning the award, may be disclosed to persons not officially involved in the proceedings, until the award of the contract is announced.
	28.2 Any attempt by a bidder to influence the Buyer as to evaluate, compare bids or award the contract may result in the rejection of its bid.
	28.3 However, the provisions of ITB 28.2, if during the period elapsed between the opening and the date of award of the Contract, a Bidder wishes to communicate with the Buyer about any matter related to the Bidding process, it must do so in writing.
29. Clarification of Bids	29.1 To facilitate the evaluation and comparison of the bids until the qualification of bidders, the Buyer may, at its discretion, request any bidder for clarifications of its bid. Clarifications to a bid submitted by a bidder will not be considered when such clarifications are not in response to a request from the Buyer. The Buyer's request for clarification, and response, must be in writing. No changes in the prices or substance of the financial bid will be requested, offered, or permitted, except to confirm corrections of arithmetic errors discovered by the Buyer, during the evaluation of the bids in accordance with the provisions of ITB 36.

Instructions to Bidders	
	If a bidder has not delivered the clarifications to its bids before the date and time set out in the Buyer's request for clarification, the bid will be evaluated with the available information and may be rejected.
	29.2 The deadline for the submission of additional information or clarifications to the Buyer will be established in the BD.
30. Deviations, reservations, or omissions	30.1 The following definitions apply to the evaluation of bids: a) Errors or omissions that can be corrected: These are generally issues related to data verification, historical information, sending of unreadable documentation or issues that do not affect the principle that bids must conform substantially to the bidding documents. b) Errors or omissions that cannot be corrected: These are those that are considered basic and whose action or omission prevents the validity of the bid or those whose correction may change, improve, or alter the substance of the bid causing the bidder an advantage over others. Examples are not presenting the letter of presentation of offers, or the non-presentation of the guarantee, bond, declaration of maintenance of the offer. c) Deviation: Refers to departing from the requirements specified in the bidding document. d) Reservation: Refers to establishing limiting conditions or refraining from fully accepting the requirements specified in the bidding document. e) Omission: Refers to the failure to submit some or all of the information or documentation required in the bidding document.
31. Determination of Compliance with Bids.	31.1 In determining whether the Bid conforms substantially to the bidding document, the Buyer shall rely on the content of the Bid itself, as defined in ITB 13. 31.2 A Bid that conforms substantially to the bidding document is one that satisfies all the terms, conditions and specifications set forth in that document without significant deviations, reservations, or omissions. A significant deviation, reservation, or omission is one that: a) if accepted: i. substantially affect the scope, quality or operation of the Related Goods and Services specified in the contract. ii. would substantially limit, inconsistent with the bidding document, the rights of the Buyer or the obligations of the Bidder under the Contract, or iii. if rectified, it would unfairly affect the competitive position of other Bidders submitting Bids that substantially comply with the provisions of the bidding document.

Instructions to Bidders	
	31.3 The Buyer shall examine the technical aspects of the Bid submitted in accordance with ITB 18 and ITB 19 in particular, to confirm that all the requirements of Section V "List of Requirements for Goods and Related Services" have been met, without any deviation, reservation, or significant omission.
	31.4 If a Bid does not materially conform to the Bidding Document, it will be rejected by the Buyer and the bidder may not subsequently adjust it by correcting significant deviations, reservations, or omissions.
32. Evaluation of Bids	32.1 In determining whether the bid conforms substantially to the Bidding Documents, the Buyer shall, based on the content of the bid itself and the requirements set out in the Bidding Document, examine, and evaluate the different aspects of the bid in order to confirm that it satisfies the requirements set out in Section III, without significant errors or omissions. The Buyer shall determine which is the most convenient bid, which must meet the qualification criteria and for which it has been determined that: b) is substantially in line with the Bidding Document; and c) it has the lowest evaluated "Price".
	32.2 In evaluating a Bid, the Buyer shall consider the following: a) the evaluation shall be carried out by items or lots (contracts) in the manner specified in the BD. b) the Bid Price shall be quoted in accordance with the provisions of ITB 16. c) price adjustment for correction of arithmetic errors, as set out in ITB 36.1. d) the price adjustment for lack of quantifiable conformity, in accordance with the provisions of ITB 35.3, and. e) the adjustment of prices for discounts offered, as established in the ITB 16.4 the additional evaluation factors specified in Section III, "Evaluation Criteria".
	32.3 In the evaluation of the Bids, the estimated effect of the provisions on price adjustment that have been established in the Contractual Conditions, applied during the period of performance of this Contract will not be considered.
	32.4 If this Biding Document permits bidders to quote separate prices for different lots (contracts), the methodology for determining the lowest evaluated price of the lot combinations (contracts), including the discounts offered in the Bid Submission Letter, shall be specified in Section III, "Evaluation and Qualification Criteria".

Instructions to Bidders	
	32.5 In evaluating a Bid, the Buyer shall exclude and will not consider: a) in the case of Goods produced in the Buyer's Country, sales taxes, and other similar taxes payable on the goods if the bidder is awarded the Contract. b) in the case of Goods not produced in the Buyer's Country, previously imported or to be imported, customs duties and other import taxes, sales taxes, and other similar taxes payable on the Goods if the bidder is awarded the Contract. c) any provision relating to the price adjustments during the period of performance of the Contract, if it appears in the Bid.
	32.6 The evaluation of a Bid may require the Buyer to consider factors other than the quoted price in accordance with ITB 16. These factors may relate to the characteristics, performance, terms, and conditions of purchase of the Related Goods and Services. The effect of the selected factors, if any, will be expressed in monetary terms to facilitate the comparison of the Bids. The criteria and methodologies specified in ITB 32.2(e) will be applied.
33. Comparison of Bids	33.1 The Buyer shall compare, in accordance with ITB 32.2, the evaluated prices of all Bids that are substantially consistent with the Bidding Document, to determine which Bid is with the lowest evaluated price. The comparison shall be made on the basis of CIP (final destination) prices for imported goods and EXW prices plus the cost of internal transportation and insurance to the place of destination for goods manufactured within the Buyer's Country, together with the prices for any required installation, training, commissions, and other services. Customs and other taxes levied on CIP-listed goods and sales or similar taxes in connection with the sale or distribution of goods shall not be considered in the price evaluation.
34. Abnormally low bids	34.1 An abnormally low Bid is one whose price, in combination with other constituent elements of the Bid, appears to be so low that it raises serious doubts in the Buyer about the Bidders' ability to execute the Contract at the quoted price.
	34.2 In the event of detecting what could constitute an excessively low Bid, the Buyer shall request the Bidder to provide written clarifications, and in particular, to submit detailed analysis of the Bid Price in relation to the subject of the contract, the scope, the proposed methodology, the schedule, the distribution of risks and liabilities and any other requirements set out in the Bidding Document.
	34.3 After evaluating the price analyzes, if it determines that the Bidder does not demonstrate its ability to execute the Contract at the quoted price, the Buyer will reject the Bid.

Instructions to Bidders	
35. Lack of conformity, errors, and omissions	35.1 If a bid conforms substantially to the Bidding Documents, the Buyer may waive nonconformities that do not constitute an omission or a significant error.
	35.2 Provided that a Bid is substantially consistent with the Bidding Documents, the Buyer may request the bidder to submit, within a reasonable period of time, the information or documentation necessary to rectify non-significant discrepancies or omissions in the bid, related to requirements relating to documentation. The request for information or documentation related to such non-conformities may not be related in any way to the price of the bid. If the bidder does not comply with the request, its bid may be rejected.
	35.3 As long as a Bid is substantially consistent to the Bidding Document, the Buyer will correct quantifiable non-significant discrepancies relating to the Bid Price. For such purposes, the price of the Bid shall be adjusted solely for comparative purposes to reflect the price of an element or component that is missing or inconsistent in the manner specified in the BD .
36. Correction of arithmetic errors	36.1 For the financial bid to comply substantially with the Bidding Documents, the Buyer may correct arithmetic errors as follows: a) If there is a discrepancy between a unit price and the total price obtained by multiplying that unit price by the corresponding quantities, the unit price shall prevail. The total price will be corrected unless, at the discretion of the Borrower/Beneficiary, there is an obvious error in the placement of the decimal point of the unit price in which case the total quoted price will prevail, and the unit price will be corrected. b) If there is an error in a total price as a result of the addition or subtraction of subtotals, subtotals will prevail, and the total price will be corrected; and c) If there is a discrepancy between words and figures, the amount expressed in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to the conditions mentioned in letters a, and b.
	36.2 The Buyer will adjust the amount indicated in the bid in accordance with the aforementioned procedure for the correction of errors and, with the consent of the bidder, the new amount will be considered mandatory for the bidder. If the bidder does not accept the correction of the errors, the bid will be rejected.
37. Qualification of the Bidder	37.1 The Buyer shall determine, to its satisfaction, whether the eligible bidder selected for having submitted the Bid that has the lowest evaluated price and that is substantially consistent with the Bidding Document, meets the qualification requirements specified in Section III, "Evaluation Criteria.

Instructions to Bidders	
	37.2 The Buyer in accordance with the requirements and evaluation criteria specified in section III, and the information submitted by the bidder in accordance with section IV Bidding Forms, shall evaluate the bids, establishing the order of priority of the bids and the most convenient bid, on the basis of which it shall recommend the award of the contract.
	37.3 The determination shall be based on the examination of the exhibits submitted by the bidder to demonstrate that it is properly qualified, in accordance with ITB 19. The evaluation of the bidder shall not consider the qualifications of other companies, such as subsidiaries, parent entities, affiliates, subcontractors (except specialized subcontractors, permitted by the bidding document), or of any company other than the bidder.
	37.4 A confirmation of the qualifications of the bidder with the most convenient bid will be a precondition for the award of the contract, in case such qualifications are not confirmed it will lead to the disqualification of the bid, in which case the Buyer will proceed to determine, in a similar way, whether the bidder who submitted the bid that has the following lowest evaluated price and that conforms to the bidding documents is qualified to perform the contract of Satisfactorily.
38. Presentation of protests in the Procurement process	38.1 The Buyer shall inform the Bank of the presentation and resolution of protests during the bidding process. The Buyer must act with diligence for the resolution of protests, CABEL reserves the right to refrain from financing any provision of goods or services, when the respective solution is not realized in a timely manner or in its opinion the solution adopted does not respond to the best interests of the operation.
	38.2 The time limit for submitting protests to the results of the background evaluation, of the technical and financial bid, once these are notified to the bidders, must be ten working days from the following working day after the notification of the intention to award the contract. This period will not apply when only one Bid is submitted and when the process is carried out in an emergency situation recognized by CABEL, in which case it will be indicated in the BD.
	38.3 The protests made by the bidders may be only in response to the notifications they receive regarding the results obtained from the evaluation of their bid. Any protest lodged shall: - Be presented by the bidder's representative. - Identify the procurement action for which it is claimed.

Instructions to Bidders	
	c. Describe the nature of the protest and the facts supporting it including references to CABEL's procurement policies that are deemed to have been breached. d. Indicate and attach all the information required to prove the chronology of the claim.
	38.4 All protests must be sent in writing to any of the addresses indicated in the BD .
	38.5 The Buyer will resolve protests within the time frame specified in the BD .
	38.6 The Buyer will suspend the activities related to the procurement process at the time of receiving a protest until the resolution of the same. In the event of a protest arising in the context of a process for which a lot award is established, only the lot affected by the protest shall be subject to suspension. In both cases, when required, all bidders must be requested to extend the validity of the bids, the Bid Maintenance and Contract signing Guarantee or Bid Maintenance Declaration as appropriate.
39. Buyer's right to accept any bid or reject any or all bids.	39.1 The Buyer reserves the right to accept or reject any bid, to cancel the bidding process and to reject all bids at any time prior to the award of the contract, without thereby acquiring any liability to the bidders. a) In case of canceling the process, it will promptly return to all the bidders the bids and the Bid Maintenance and Contract Signing Guarantees that it had received. b) In the event that all bids are rejected, and the bidding fails, a statement of the reasons for rejection and instructions on how to file a protest in accordance with ITB 38 shall be communicated to all bidders
40. Notification of Intention to Award	40.1 The Buyer shall transmit to all Bidders the Notice of Intent to Award the Contract to the selected Bidder. The Notification shall contain at least the following information: a. the name and address of the bidder who submitted the selected Bid. b. the contract price of the selected bid. c. the names of all bidders who submitted bids and the prices of their bids, as read aloud at the bid opening act. d. a statement of the reasons why the Bid of the unselected Bidder to whom the notification is sent was not selected, unless the price information contained in subparagraph (c) of this paragraph already reveals the reason. e. the expiry date of the deadline for submitting protests; and, f. instructions on how to request explanations and/or file a complaint or protests.
F. Award of the Procurement	

<i>Instructions to Bidders</i>		
41. Award Criteria	41.1	Subject to the provisions of ITB 39, the Buyer shall award the Contract to the Bidder offering the Most Convenient Bid, i.e., the One that has been submitted by a Bidder that meets the qualification criteria and that, in addition: a. is substantially consistent with the Bidding Document; and b. has the lowest evaluated price.
42. Buyer's right to vary quantities at the time of award	42.1	At the time of awarding the contract, the Buyer reserves the right to increase or decrease the quantity of goods and their related services, provided that this variation does not exceed the percentages indicated in the BD, nor alters the unit prices or other terms and conditions of the bid and the bidding document.
43. Notification of Award	43.1	Within the period of validity of the bid and the expiration of the deadline for filing protests or any extension granted, if any, and after the satisfactory resolution of any complaint or protest that has been filed within the established period for filing protests, the Buyer shall notify in writing the bidder with the most convenient bid, that its bid has been selected. The notice letter now hereinafter referred to as the "Letter of Acceptance" shall specify the amount that the Buyer shall pay to the Supplier for the provision of goods and related services, and the term for termination of the contract and shall attach the General Conditions of Contract (GCC) and Particular Conditions of contract (PCC) in accordance with the content in section VI.
	43.2	Within ten (10) business days of the date of transmission of the Letter of Acceptance, the Buyer shall publish the Contract Award Notice, which shall contain at least the following information: a. Buyer's name and address. b. name and reference number of the contract being awarded, and selection method used. c. names of all Bidders who had submitted bids, with their respective prices as read in the opening act and as evaluated. d. names of bidders whose bids were rejected (either for not meeting the requirements or for not meeting the qualification criteria) or were not evaluated, with the corresponding reasons. e. name of the successful bidder, the total final price of the Contract, its duration, and a summary of its scope.
	43.3	The Notice of Contract Award shall be published on the Buyer's free access website, if available, or in at least one newspaper of national circulation in the Buyer's Country or in the official gazette. The Buyer shall also include such notice on the website of the United Nations development business publication.

<i>Instructions to Bidders</i>		
	43.4	Until the formal Contract is prepared and finalized, the Letter of Acceptance will constitute a binding Contract.
44. Guarantees	44.1	The successful bidder must submit the Performance Guarantee and/or Performance Bond of the Contract within 28 days of receipt of the Letter of Acceptance, in accordance with clause 21.1 of the Particular Conditions of the Contract (PCC), using the Performance Guarantee form included in section VI Forms of the Contract. If the selected Bidder presents the Contract Execution and/or Performance Guarantee of in the form of a bond, it must ensure that it has been issued by a bonding or insurance company that is acceptable to the Buyer. Any foreign institution providing a bond shall have a correspondent financial institution domiciled in the Buyer's Country, unless the Buyer has agreed in writing that the existence of such correspondent financial institution is not mandatory. Failure by the successful bidder to comply with its obligations to present the aforementioned Bond or Execution and/or Performance Guarantee of the Contract or to sign the contract within the time limit provided, will constitute sufficient cause for the cancellation of the award and to make effective the measures established in the Bid Maintenance and Contract Signing Guarantee or in the Bid Maintenance Declaration as the case may be. In this case, the Buyer may award the contract to the bidder whose bid is evaluated as the next most convenient.
	44.2	An advance payment on the contract price may be provided, in accordance with the provisions of the BD. If applicable, payment must be made against receipt of a guarantee for the proper use of 100% of the value of said advance. This guarantee may be a bank type, a bond, or any other type of financial instrument, which is unconditional and at the first request issued by financial institutions or insurers acceptable to the Buyer. If the selected Bidder presents the Guarantee in the form of a guarantee, or other financial instrument, it shall ensure that it has been issued by a bonding or insurance company that is acceptable to the Buyer. Any foreign institution providing a bond shall have a correspondent financial institution domiciled in the Buyer's Country, unless the Buyer has agreed in writing that the existence of such correspondent financial institution is not mandatory.
45. Signing of the Contract	45.1	Immediately after notification of the Award, the Buyer shall send the contract to the selected bidder and the latter shall submit to the Buyer the documents indicated in the BD .
	45.2	Unless otherwise stipulated in the BD, within 28 days of receipt of the Letter of Acceptance and receipt of the contract the bidder shall sign, date, and return it to the Buyer. The Buyer shall define in the BD the procedure for signing the contract.

<i>Instructions to Bidders</i>		
46. Other	46.1	All contracts for goods and services with CABEL resources are subject to: a. Supervision of CABEL in accordance with its current provisions on the subject, to ensure the achievement of the set objectives. b. Prior No objection to any relevant changes, such as: those that may involve an increase in costs related to CABEL financing, gaps in the execution schedule of the operation and changes in the services provided.

Section II. Bidding Data (BD)

Below are the specific details of this process, which will supplement or amend the Instructions to Bidders (ITB), in the event of a conflict, the provisions contained in these BD, shall prevail over the provisions of the ITBs.

Ref. to ITB	Bidding Data
A. General	
1.1	The definitions and interpretations are those set out in the GCC
2.1	Buyer's Name: Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance Bidding reference number: N° CABEI-G-002-2147/2026 Name of the procurement and description of the goods and related services to be provided: Acquisition and Delivery of Essential Operating Kits
5.1	The bidding is not restricted to the participation of bidders of a specific origin, national or international bidders from any country interested in participating will be accepted.
5.5 (d)	In addition to the provisions of the ITB, the following is considered a conflict of interest: • Working with the project office or the Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance. • Being part of any prior project document, of which the current project is an extension.
B. Bidding Document	
9.1	If consultations are deemed necessary for the preparation of bids, communications should be made to the following e-mail address: Ministry of Economic Transformation: projectmanager.rsp@med.gov.bz copied to adminassistant.bisp@med.gov.bz Attention: Project Coordinator Address: #1904 Constitution Drive Floor/office number: 2nd Floor, Unit #3 City: Belmopan City, Cayo District Country: Belize C.A. Phone: 501-828-6102 The deadline for consultations and clarifications is as follows:

Ref. to ITB	Bidding Data
	a. Clarifications may be sought no later than September 25, 2026. The Buyer shall respond to the queries of the bidders for the preparation of their bids no later than September 30, 2026.
9.4	The communication of responses to the bidders' inquiries and addenda to this Bidding Document made during the bid preparation period shall be made by: Email: to (projectmanager.rsp@met.gov.bz) to bidders that acquired the base bidding document, copied to (adminassistant.bisp@met.gov.bz) For measures of transparency, all communication regarding bidders' inquiries and responses will be copied to and shared with all potential bidders who have requested the base bidding documents. This is to ensure that all interested parties have the same information regarding the bid.
C. Preparation of Bids	
12.1	The language in which the Bid must be drafted, as well as any exchange of correspondence is: English
12.2	Supporting documents and any other printed materials forming part of the bid may be in another language, provided that they are accompanied by a reliable translation into the English language.
13.1 (j)	The bidder must submit the following additional documents in its bid: 1. Current Certificate of Good Standing from Companies Registry 2. Current Certificate of Good Standing from Social Security Board International bidders shall submit their equivalent documents from their respective countries.
15.1	The submission of alternative bids is not permitted.
16.5	The prices quoted by the bidder will not be subject to adjustment during the performance of the contract.
16.6	The bids may not be submitted per lot. Bids must be for all items and 100% of the quantities. The quoted prices for each item in a lot shall correspond to at least 100% of the quantities specified for that item in a lot.
16.7	The edition of Incoterms is 2020
16.8 (a) (iii); (b)	Final destination: Belize City, Belize C.A.

Ref. to ITB	Bidding Data
(ii) y (c) (v)	
16.8 (b) (i)	Place of destination: Belize City, Belize C.A.
17.1	a. The bidder must submit its financial bid in: Belize Dollars and submit the detail of the same in accordance with form CC-1 and ECO-1, for each item. b. The currency of payment of the contract will be: <i>Belize Dollars in the case of a National Bidder being successful and in United States Dollars in the case of an International Bidder being successful.</i>
18.4	Estimated period of time of operation of the Goods (for spare parts purposes): 36 months
19. 2 (a)	Manufacturer's authorization is required .
19.2 (b)	Post-sale services is not required.
20.1	The term of validity of the bid shall be 180 (one hundred and eighty) days after the end date of the established term for receipt of bids.
20.3 (a)	Bid amount plus 3% (three percent)
21.1	The Bidder must submit a Bid Maintenance Declaration, in accordance with form CC-6, accepting that it will be disabled to participate in other processes carried out by the Buyer for a period of 1 (One) year, counted from the date of bid submission, in case of withdrawing its bid during the period of validity of the same.
22.1	The bidder must submit the original and 3 (Three) copies of the bid.
D. Presentation and opening of bids	
23.2 (b)	Solely for the purposes of the submission of the Bids, the Buyer's address is: Attention: <i>Project Coordinator</i> Address: <i>#1904 Constitution Drive</i> Floor/Office n.o: <i>2nd Floor, Unit #3</i> City: <i>Belmopan City, Cayo District</i> Country: <i>Belize C.A.</i>
24.1	a. Bids must be received no later than October 12, 2026, until 10:00 a.m. at the address detailed in BD 23.2 (b) b. The deadline for the preparation of bids will be 45 days.

Ref. to ITB	Bidding Data
24.3	The Bidders will not have the option to submit their bids electronically.
27.1 (e)	The Bid Submission Letter and Price List must be signed with the initials of 1 (One) representatives of the Buyer in charge of the Opening of Bids. • Each Bid will be numbered and signed by all representatives with their initials. • Any modifications will be signed by the Buyer's representatives with their initials
E. Evaluation and comparison of Bids	
29.2	The deadline for submitting clarifications or additional information requested by the Buyer will be at least 10 (Ten) business days.
32.2 (a)	The evaluation will be done by lots. Bids will be evaluated in lots. If the Price List does not include the prices of the listed items, it will be understood that these are included in the prices of other items. If any item is not included in the Price List, it will be understood that it is not included in the Bid. In this case, if the Bid substantially meets the requirements, an equivalent total cost of the Bid will be calculated by adding the average or higher price (as specified in the BD) of the quoted item by bidders who have submitted Bids that substantially meet the requirements. This total equivalent cost of the Bids will be used for price comparison.
35.3	The adjustment will be based on the price average of the item or component based on its listing in other bids that substantially meet the requirements. If it is not possible to determine the price of the item or component from other bids that substantially meet the requirements, the Buyer will use its best estimate.
38.2	The process is carried out in an emergency situation recognized by CABEL: No
38.4	All protests must be sent in writing to any of the following addresses: To the attention: Project Coordinator Buyer: Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance E-mail address: projectmanager.rsp@met.gob.bz copied to adminassistant.bisp@met.gob.bz Physical address: #1904 Constitution Drive, 2nd Floor, Unit 3, Belmopan City, Cayo District, Belize, Central America
38.5	Any protest must be resolved by the Buyer and communicated to the bidder within 10 business days after receipt of the protest.
F. Award of the procurement	

Ref. to ITB	Bidding Data
42.1	The quantities may not be increased. The quantities may not be reduced.
44.2	Advance shall be paid. The advance to be granted will be for a maximum amount of 20% percent of the contract price, prior to the presentation of a guarantee of good use of the advance for 100% of the amount granted, with a validity of 6 (six) months. The security must be a bank security supervised by the commission of banks of the country of the bidder. If a guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
45.1	Documents to be submitted after the award: 1. Notarized Act of the formalization of the JV (If applicable) 2. Duly apostilled power of attorney (If applicable) 3. Advance Guarantee Certificate 4. Performance Guarantee Certificate The above documents must be submitted at least 20 (Twenty) working days after the award.
45.2	The deadline for signing the contract will be 25 (Twenty-Five) working days. The procedure to be followed for the signing of the contract is: ▪ No Objection by CABEL ▪ Approval by the Ministry of Finance ▪ Approval by the Office of the Contractor General

Section III. Evaluation Criteria

A. Bidders' Background Assessment

The Bidder shall submit, included as part of its bid, all documents proving its history of participating in the procurement and its qualifications to provide the required goods and related services.

The Bidder who does not meet all the criteria will not go to the stage of evaluation of the technical bid

Criterion 1: Authorization to submit the bid and ability to be bound and contract	
Evaluation	Evidence presented
Complies (Yes/No)	1. Letter of confirmation of participation and submission of the bid, duly signed by the legal representative of the bidder. (CC-1). The Annexes 1, 2, and 3 to this letter may be corrected.
Complies (Yes/No)	2. Form CC-6- Bid maintenance Declaration. Document
Complies (Yes/No)	3. Copy of the Act of Incorporation (and its amendments, if any), duly registered in the competent Public Registry. In case of bids submitted by a JV, the copy of the act of incorporation duly registered in the competent Public Registry, of each of the members of the APCA .
Complies (Yes/No)	4. Copy of the Power of Representation of the person who subscribes the bid, issued by means of a notarized deed of authorization for the legal representation of the bidder. In case of bids submitted by a JV, a simple copy of the power of attorney of the person who signs the Intent to Participate, Consortium or Partnership (JV) form.
Complies (Yes/No)	5. A copy of an identification card or similar document, valid, of the person who subscribes to the bid.
Complies (Yes/No) / Not Applicable	6. Form CC-2 Bidder Identification Form and CC 3 JV Member Information Form. (In case of bids submitted by a JV).

Criterion 2: Eligibility to contract with CABEL funding.

In the case of bids submitted by a JV, each JV member must meet the requirement.

Requirement	Evaluation	Documentation required
1. The Bidder: a. Its agents, staff, contractors, consultants, directors, officers, or shareholders have no connection whatsoever, nor have they been involved in activities related to money laundering and the financing of terrorism. b. It is not in the case of creditors, bankruptcy, or liquidation. c. It is not in court interdiction. d. Does not have a conflict of interest as described in the Instructions to Bidders and Bidding Data. e. Its agents, staff, contractors, consultants, directors, officers, or shareholders are not included in CABEL's List of Prohibited Counterparties or any other CABEL list of ineligibility. f. Its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been disqualified or declared by an entity or authority to be ineligible for obtaining resources or awarding contracts financed by any other entity, while the sanction is in force. g. Its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been found guilty of crimes or sanctions related to Prohibited Practices by the competent authority. h. They have no history of breach of contract in the last 10 years. (2016 – 2025)	Complies (Yes/No)	Form CC-4 Affidavit
2. The bidder is not disqualified or declared ineligible or sanctioned for obtaining remedies or awarding contracts in: a. United Nations (UN) Consolidated Sanctions List. b. Consolidated list of individuals, groups, and entities subject to European Union (EU) financial sanctions. c. Consolidated list of individuals, groups, and entities subject to World Bank (WB). d. Consolidated list of Sanctions Office of Foreign Assets Control (OFAC). e. List CABEL's List of Prohibited Counterparties. f. UK Financial Sanctions Enforcement Office (OFSI).	Complies (Yes/No)	Form CC-4 and search on the list of disqualified, sanctioned or declared ineligible in CABEL and organizations recognized by CABEL
3. The bidder has no current sanction for non-compliance with a bid maintenance declaration and has no history of breach of contract attributable to the supplier in the last 10 years. (2016 – 2025)	Complies (Yes/No)	Form CC-1 and CC-4 Affidavit

Criterion 2: Eligibility to contract with CABEL funding.

In the case of bids submitted by a JV, each JV member must meet the requirement.

Requirement	Evaluation	Documentation required
4. In the case of a state enterprise or institution, documentation proving that: a. they are legally and financially autonomous, b. operate in the Purchaser's country in accordance with commercial laws and regulations, and c. are not subject to the supervision of the entity acting as executing agency of the transaction or as purchaser	Complies/ Does not comply/ Not applicable	Form CC2, CC3

B. Qualification of the Bidder**Criterion 1: History of breaches of contract and litigation**

In case of bid submitted by a JV each of the members must meet the requirement

Requirement	Evaluation	Documentation required
The bidder has not incurred a breach of contract for the provision of Goods and Related Services attributable to the supplier in the last 5 years (2021 – 2025) prior to the date of receipt of the bid.	Complies (Yes/No)	Form CC-5
The bidder has no history of court rulings or arbitration awards against the supplier related to the provision of Related Goods and Services in the last 5 years (2021 – 2025) prior to the date of receipt of the bid.	Complies (Yes/No)	Form CC-5

For evaluation purposes, it will be considered a breach of contract attributable to the supplier when the breach involved the termination of the Contract and any of the following scenarios occurred:

- a. The Supplier did not contest the breach of contract, including through the dispute resolution mechanisms provided for in the relevant Contract, or
- b. The breach was challenged, but there is a final ruling against the Supplier.

Additionally, the following will be applied for evaluation purposes:

- a. It shall not be considered as a breach of contract attributable to the supplier, where the Buyer's decision has been rejected under the dispute settlement mechanism.
- b. Default shall be determined on the basis of all information relating to controversies or disputes which have been definitively resolved, i.e., controversies or disputes the settlement of which has taken place within the framework of the dispute settlement mechanism provided for in the relevant Contract and in which all appeals available to the bidder have been exhausted.

Criterion 2: Soundness of the current financial situation		
Requirement	Evaluation	Required documentation
2.1 Financial Indicators: In the case of bids submitted by a JV, each JV member must meet the requirements.		
Presentation of audited financial statements of at least 3 (Three) years (2023 – 2025).	Complies (Yes/No)	Audited Financial Statements
Average Liquidity Ratio (Current Ratio) Equal to or greater than 1: Where: CR = AC/PC CR= Average Liquidity Ratio (Current Ratio) CA = Average short-term current assets CL = Average short-term current liability	Complies (Yes/No)	Form FIN-1 With the respective annexes
Average debt ratio (DR) Equal to or less than 0.45: Where: DR = TD/TA DR = Average debt ratio TD = Average of total debt TA = Average of total assets	Complies (Yes/No)	
2. 2 Financial Capacity: In case of bids submitted by a JV select one of the options: a. The leading company must meet at least 51% of the requirements.		
Working capital of the last year evaluated by discounting contractual advances and discounting the values resulting from assuming that all pending litigation will be resolved against the bidder. Greater than or equal to US \$175,000.00 (One Hundred Seventy-Five Thousand United States Dollars).	Complies (Yes/No)	Form FIN-3 With the respective annexes

Criterion 3: Contracting History		
The figures for each of the members of a JV will be added together to determine whether the bidder meets the minimum qualification requirements; and the leading JV company must meet at least fifty-one percent (51%) of them.		
Requirement	Evaluation	Required documentation
Average annual turnover equal to or greater than:	Complies (Yes/No)	Form FIN-2

Criterion 3: Contracting History		
US \$150,000.00 (One Hundred and Fifty Thousand United States Dollars). Average annual number of certified payments received for contracts for the provision of goods.		with the respective annexes

Criterion 4 Experience		
The figures for each of the members of a JV shall be added together to determine whether the bidder meets the minimum qualification requirements, and the leading JV company must meet at least fifty-one percent (51%) of them.		
Requirement	Evaluation	Required documentation
The bidder. If the bidder is not a manufacturer, but is bidding the Goods on behalf of the Manufacturer in accordance with the Manufacturer's authorization form, (Section IV "Bid Forms") The Manufacturer must demonstrate the qualifications, financial capacity, experience, technical capacity and documentary evidence (financial statements, Certificate of Incorporation, Certificates of Good Standing) and the bidder must demonstrate that it has completed successfully at least 2 (Two) contracts for the supply and delivery of equipment for the security services (Police, Army, Coast Guard) with a minimum value of Two Hundred Fifty Thousand US dollars each in the last 8 (Eight) years (2018 - 2025)	Complies (Yes/No)	- Form EXP-1 With its respective annexes - Manufacturer's Authorization.

C. Conformity of the Technical Bid

The criteria for evaluating technical bids shall be:

Evaluation Criteria	Evaluation
1. Technical Specifications and Related Services.	<i>Complies (Yes/No)</i>
2. Delivery plan and compliance schedule.	<i>Complies (Yes/No)</i>

The bidder who does not meet all the criteria of the technical evaluation will not move to the stage of evaluation of the financial bid.

Criterion 1: Compliance with technical specifications and related services		
Requirement	Evaluation	Required documentation
Related goods and services shall comply with the minimum technical specifications and standards specified in "Section	Complies (Yes/No)	Form TEC 1

Criterion 1: Compliance with technical specifications and related services		
Requirement	Evaluation	Required documentation
V, Requirements for Goods and Related Services Technical Specifications" in accordance with the form set out in Section IV Bid Forms.		Exhibit of the goods offered.

Criterion 2: Delivery Plan and Compliance Schedule (according to the Incoterms code indicated in the BD)		
Requirement	Evaluation	Required documentation
The related goods and services shall be delivered within the acceptable time limit of the "List of goods and delivery plan" set out in the form in section V List of goods requirements and technical specifications. (After the earliest date and before the delivery deadline). No credit will be given for deliveries prior to the earliest date. The bids with delivery proposals after the final date will be considered not in compliance with this request.	Complies (Yes/No)	Forms: List of goods and delivery plan.

D. Alternate Bids -NOT APPLICABLE-

E. Evaluation of the Financial Bid and the Most Convenient Bid

The Buyer will evaluate those financial bids that meet all the requirements established in subsections A, B, and C and D (when the latter subparagraph applies).

Where separate prices are quoted for different lots (contracts), and several lots (contracts) can be awarded to a single bidder, the methodology for determining the price assessed as the most appropriate shall be clearly defined in this paragraph.

The most convenient bid shall be selected in accordance with clause ITB 32 and considering the requirements of ITB 6.1.

Section IV. Bidding Forms

Background

CC -1	Bid Submission Letter
CC -2	Bidder Identification
CC -3	JV members information
CC -4	Affidavit
CC -5	History of contracts, non-performance, and litigations
CC -6	Bid Maintenance Guarantee Form Bid Maintenance Guarantee Form (Bond) Bid Maintenance Declaration Form
FIN -1	Financial Situation
FIN -2	History of contracts
FIN -3	Working capital
EXP -1	General Experience

Technical Bid

TEC -1	Technical Specifications offered
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Financial Bid

ECO -1	Price List: Goods manufactured outside the Buyer's country to be imported. Price List: Goods manufactured outside the Buyer's country previously imported. Price List: Goods manufactured in the Buyer's country. Price and Compliance Schedule: Related Services
Other:	Manufacturer's Authorization.

Bid Submission Letter

International Public Bidding No.: N° CABEI-G-002-2147/2026

Mr. Zane Castillo

Dear Sirs,

We hereby confirm our decision to participate in the procurement "(Acquisition and Delivery of Essential Operating Kits for the Belize Defence Force for the Belize Police Department)".

We also declare that:

- a. We have reviewed the bidding document, including the addendums issued in accordance with the Instructions to Bidders in ITB 10, and have no reservations about this.
- b. We present our bid in attachment, with a period of validity of the offer of 180 days from the date of termination of the established period for receipt of bids.
- c. No other Bid is being presented as individual bidders, and we are not participating with another Bid either as members of a Joint Venture or as subcontractors, and we comply with the requirements of ITB 5.6, without regard to alternative bids submitted pursuant to ITB 15.
- d. Our financial bid is for a total closed sum of _____ *(Write the currency, the amount in numbers and letters)*. Excluding any discount offered in letter (e) below is:

Option 1, in case of a single lot: the total price is *(indicate the total price of the Offer in letters and in figures, indicating the different amounts and the respective currencies)*.

or

Option 2, in case of multiple lots: (a) total price of each lot *(insert the total price of each lot in letters and figures, indicating the different amounts and the respective currencies)*, and (b) total price of all lots (sum of all lots) *(insert the total price of all lots in letters and figures, indicating the different amounts and the respective currencies)*.

- e. Discounts: The discounts offered and the methodology for their application are as follows:
 - (i) The discounts offered are: *(specify each discount offered)*.
 - (ii) The exact calculation method for determining the net price after the discounts have been applied is detailed below: *(detail the methodology to be used to apply the discounts)*.

In case of not applying discount indicate "no discounts apply".

- f. We confirm the commitment to comply with the proposal in the event that our company *(full name of the Bidder)* is awarded and is contracted.
- g. We accept that any false data or omission that may be contained in this bid and/or its annexes may be a justifiable element for the disqualification of the bid and declare that:
 1. We have not been suspended or declared ineligible by the Buyer in connection with the execution of a Bid Maintenance Declaration in the Buyer's country in accordance with ITB 5.7

2. If there are commissions or gratuities, paid or to be paid by us to agents in connection with this Bid and the performance of the Contract if it is awarded to us, they are indicated below:

Name and address of the recipient	Amount and currency	Purpose of the Commission or Gratuity
_____	_____	_____
_____	_____	_____

(If there are no commissions or gratuities indicate "none")

- h. select the appropriate option and delete the other (We are not a state-owned institution or enterprise)÷
(We are a state-owned institution or enterprise, but we meet the requirements of ITB 5.9).÷
- i. It is understood that the documents submitted and all the information that is attached to this bid, will be used by the Buyer, to determine, with its discretion, the capacity for the provision of what is required through the bidding process. ÷
- j. We understand that this Bid, together with its Annexes 1, 2 and 3 as well as your written acceptance included in your Letter of Acceptance, shall constitute a binding contract between us until the formal contract has been drafted and entered into. ÷
- k. We understand that you are not obligated to accept the lowest evaluated Bid, the most convenient Bid, or any other Bid you may receive. ÷
- l. We hereby certify that we have taken the necessary steps to ensure that no person acting on our behalf engages in fraudulent or corrupt practices~~±~~

In case of being selected as the awarded bidder, we undertake to comply with the proposed delivery plan and with all the scopes requested in the clauses of the contract, in accordance with the specifications of this procurement.

The signature of the undersigned in this document is duly authorized to sign by and on behalf of **(full name of the bidder)** and guarantees the truth and accuracy of all statements and documents included.

Dated _____ day _____ of the month _____ of the year _____.

Name of the bidder or JV _____

Position of the signatory _____

Name and signature of the Legal Representative _____

The following are part of this Letter:

Annex 1: Affidavit

Annex 2: Price List

Annex 3: List of Goods and delivery plan.

Form CC-2

(The Bidder shall complete this form in accordance with the instructions below. No alterations to this form will be accepted and substitutes will not be accepted.)

Bidder Identification Form

Date: (indicate the day, month, and year of submission of the Bid).
No. N° CABEI-G-002-2147/2026.

1. Name of the Bidder: (indicate the legal name of the bidder)
2. If it is a Joint Venture, the legal name of each member (please indicate the legal name of each JV member)
3. Country where the bidder is legally constituted: (Country where the bidder is legally constituted)
4. Year of incorporation of the bidder (indicate the year of incorporation of the Bidder)
5. Address of the Bidder (indicate the legal address of the Bidder)
6. Bidder's Authorized Representative Information:

Name: (enter the name of the authorized representative)

Address: (enter the address of the authorized representative)

Phone number: (enter the phone numbers of the authorized representative)

E-mail address: (provide the e-mail address of the authorized representative).

7. Copies of the following original documents are attached: (check the appropriate boxes)

- ☐ Articles of association of the Company (or equivalent documents of incorporation or association) and/or the registration documents of the above-mentioned legal entity, in accordance with the provisions of ITB 19.1
- ☐ If it is a JV, letter of intent to form the JV, or the JV Convention pursuant to ITB 13.2.
- ☐ If it is a state-owned institution or enterprise, in accordance with ITB 5.9, documentation proving:
 - They are legally and financially autonomous.
 - They operate in the Buyer's country in accordance with commercial laws and regulations.
 - They are not subject to the supervision of the entity acting as executing agency or buyer.

FORM CC-3

(The bidder must complete this form in accordance with the instructions below. The information must be completed by the bidder and by each of the JV members.).

Joint Venture Member Information Form

Date: *(indicate the day, month, and year of submission of the Bid).*

No.: *(indicate the number of the bidding process).*

Alternative 1: *(indicate the identification no. if this is a bid for an alternative).*

Page ____ of ____ pages

1. Name of the Bidder: *(indicate the legal name of the Bidder)*
2. Legal name of the JV member *(indicate the legal name of the JV member, indicate if it is a leading company)*
3. Name of the country where the JV member is legally constituted: *(Indicate the name of the country where the JV member is legally constituted).*
4. Year of incorporation of the JV *(indicate the year of incorporation of the JV member)*
5. Address of the JV member *(indicate the legal address of the JV member)*
6. Information about the JV member's authorized representative:
Name: *(enter the name of the JV member's authorized representative).*
Address: *(please provide the address of the JV member's authorized representative).*
Phone numbers: *(enter the phone numbers of the JV member's authorized representative).*
Email address: *(please provide the email address of the JV member's authorized representative).*
7. A simple copy of the following original document is attached: Company Statutes (or equivalent incorporation or association documents) and/or the registration documents of the above-mentioned legal entity, in accordance with the provisions of ITB 19.1.
8. *In the case of a state-owned institution or company, documentation showing they are legally and financially autonomous, they operate in the Buyer's country in accordance with commercial laws and regulations and are not subject to the supervision of the entity acting as executing agency or buyer, in accordance with ITB 5.9.*

NOTE: *The letter of intent of the Partnership in Association, Consortium or Joint Venture (JV) must be sent with an attached copy of the proposed JV agreement.*

**Annex 1 to the Bid Submission Letter
Affidavit**

International Public Bidding No: Acquisition and Delivery of Essential Operating Kits for the Belize Defence Force N° CABEL-G-002-2147/2026

I **(Name of the person credited to the Power of Attorney)** _____, with identification document _____ number _____, in my capacity as the legal representative of *(Name of the bidder in accordance with CC-2 Form)* _____,

I certify and declare the following:

- i. That my representative, its agents, its staff, contractors, consultants, directors, officials, or shareholders have no connection whatsoever, nor have they been involved in activities related to money laundering and the financing of terrorism.
- ii. It is not in the case of creditors, bankruptcy, or liquidation.
- iii. It is not in court interdiction.
- iv. Have no conflict of interest as described in the Bidders' Instructions and Bidding Data.
- v. We comply with the eligibility requirements established in ITB 5.1
- vi. That my representative, its agents, its staff, contractors, consultants, directors, officers, or shareholders are not included in CABEL's List of Prohibited Counterparties or CABEL's other list of ineligibility.
- vii. That my representative, its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been disqualified or declared by an entity or authority as ineligible to obtain resources or award contracts financed by any other entity, while the sanction is in force.
- viii. That my representative, its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been found guilty of crimes or sanctions related to Prohibited Practices by the competent authority.
- ix. That my represented, have no history of breach of contract in the last 10 years.

Likewise, I authorize the corresponding Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance and the Central American Bank for Economic Integration (CABEL) to carry out the verifications it deems appropriate in order to corroborate the above with any search system or database that the Buyer or CABEL has for such purposes, as well as with any competent authority deemed necessary.

Likewise, I certify and declare to know the origin of the funds from the patrimony of my represented, and I manifest that they do not come from any illicit activity.

Finally, if this is the case, I declare that the funds provided will be managed in accordance with best practices, transparency, and integrity, and at no time will this be used for illicit activities.

We further declare that immediate notice will be given to the Buyer and CABEL in the event that, at a later time, any change in the aforementioned conditions occurs.

We agree that the Buyer shall have the right to exclude us from this bidding process if the information provided in this Affidavit is false or if the change of status occurs at a time subsequent to the delivery of this Affidavit.

Bidder: *(Name of the bidder)*
Name: *(Complete name of the signatory)*
Title: *(of the signatory)*
Signature: *(signature of the person whose name and title are listed above).*
Date: *(day, month, and year in which the bid is signed)*

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In case of bids submitted by a JV, the form must be submitted by all JV members.

Form CC-5**History of contract non-performance and litigations**Name of the Bidder: *(indicate complete name)*Date: *(indicate day, month, year)*JV member's name: *(indicate complete name)***A. History of non-performance**

The bidder declares that:
☐ There has been no breach of contract in the last 5 years prior to the date of submission of the bids, in accordance with what is specified in evaluation criterion No.1, of Section III, Evaluation Criteria.
☐ There has been a breach of contract in the last 5 years prior to the date of submission of bids, in accordance with what is specified in evaluation criterion No.1 of Section III, Evaluation Criteria.

In case of having incurred in breach of contracts, indicate the details of the same, otherwise indicate "Not applicable".

Year	Part of the Contract affected by the breach	Identification of the Contract	Total Contract amount (updated value to the currency of the bid)
<i>(Indicate the year)</i>	<i>(Indicate the amount and the percentage)</i>	Identification of the Contract: <i>(indicate the full name and number of the contract and all other relevant identifying information)</i> Name of the Contracting Party: <i>(indicate the full name)</i> Address of the Contracting Party: <i>(indicate the street, the city, and the country)</i> Reasons for non-compliance: <i>(indicate the main reasons)</i>	<i>(Indicate the amount)</i>

Pending Litigations

The bidder declares that:
☐ There is no history of judicial decisions or arbitration awards against the Bidder in the last 5 years prior to the date of submission of the bids, in accordance with what is specified in evaluation criterion No.1 of Section III, Evaluation Criteria.
☐ There is a history of judicial decisions or arbitration awards against the Bidder in the last 5 years prior to the date of submission of the bids, in accordance with what is specified in evaluation criterion No.1 of Section III, Evaluation Criteria.

In case of judicial decisions or arbitration awards against the bidder or pending disputes, indicate the details thereof, otherwise indicate "Not Applicable".

Year of the award	Result expressed as a percentage of net value	Contract Identification	Total Contract amount (updated value to the currency of the bid)
<i>(Indicate the year)</i>	<i>(Indicate percentage)</i>	Identification of the Contract: <i>(indicate the full name and number of the contract and all other relevant identifying information)</i> Name of the Contracting Party: <i>(indicate the full name)</i> Address of the Contracting Party: <i>(indicate the street, the city, and the country)</i> Subject matter of the dispute: <i>(indicate the main issues of the dispute)</i> Party that initiated the dispute: <i>(indicate "Contracting party" or "Contractor")</i> Status of the dispute: <i>(indicate whether it is being dealt with by the conciliator, whether it has been submitted to arbitration or whether it is in court).</i>	<i>(Indicate the amount of the litigation)</i>

Bidder/JV Member: *(indicate full name of bidder/JV member)*
 Name: *(indicate the full name of the person of the representative)*
 Title: *(of the signatory)*

In case of bids submitted by a JV, the form must be submitted by all JV members.

**Bid Maintenance and Contract Signing Guarantee
(Guarantee at First Requirement)**

*(The bank will complete this bank guarantee form according to the instructions provided.)
(Guarantor's letterhead or SWIFT identification code) (Please provide the name of the bank
and address of the issuing branch or office)*

Beneficiary: _____ *(provide Buyer's name and address)*

Procurement No: N° CABEI-G-002-2147/2026

Date: *(indicate date of issue)*

No. OF BID MAINTENANCE GUARANTEE: _____ *(identification of the Guarantee)* Guarantor:
(Indicate the name and address of the place of issue unless indicated on letterhead)

We have been informed that _____ *(indicate the name of the bidder, which in the
case of a Joint Venture will be the name of this association (legally constituted or to be
constituted) or the names of its members)* (hereinafter referred to as "the Bidder") has
submitted or will submit to the Beneficiary its bid (hereinafter referred to as "the Bid") for the
execution of _____ *(Name of the Contract)* under the Invitation for bidding number
(indicate the number).

Likewise, we understand that, in accordance with the conditions established by the Beneficiary,
a Bid Maintenance Guarantee must support the bid.

At the request of the Bidder, we *(indicate the name of the bank)*, as Guarantor, hereby
irrevocably obligated ourselves to pay you a sum or sums, not exceeding a total amount of
_____ *(indicate the amount in figures)* (_____) *(amount in words)* upon
receipt at our offices of your first written request and accompanied by a written communication
stating that the bidder is in breach of its obligations under the conditions of the bid, because the
Bidder:

- a. have withdrawn its Bid during the period of validity set forth by the bidder on the Letter of
Confirmation of Participation and Bid Submission form, or any extended date set by the
Bidder; or
- b. Having notified the Beneficiary that it has accepted its Bid before the expiration date of the
validity of the Bid or any extension thereof established by the Bidder, (i) does not sign or
refuse to sign the contract within the period established for its signature, or (ii) does not
supply or refuses to provide the Execution or Performance Guarantee, in accordance with
the Instructions to Bidders.

This warranty will expire (a) if the Bidder is the selected Supplier, when we receive copies of the
Contract signed by the Bidder and the Execution or Performance Guarantee issued in favor of
the Beneficiary in connection with such contract; (b) in the event that the Bidder is not the selected
Supplier, thirty days after the expiration date of the Bid Validity.

This guarantee is subject to the ICC Uniform Rules for Demand Guarantees (URDG), revision
2010, International Chamber of Commerce publication No. 758.

Signature(s) _____

***Note: The italic text is intended to help prepare this form and should be deleted from the
final document***

Form CC-6

**Bid Maintenance Guarantee and Contract signing
(Bond at First Requirement)**

(The Guarantor will complete this Bond Form in accordance with the instructions)

Date: _____

No. OF BID MAINTENANCE BOND: _____ (identification number of the Bond)

By this bond, (name of the bidder), acting in his capacity as Principal Obligor (hereinafter, "the Principal Obligor"), and (name, legal name and address of the Guarantor), authorized to conduct business in (name of the Buyer's country) as Guarantor (hereinafter "The Guarantor"), are obligated and firmly commit to (indicate the name of the Buyer) as a Obligator (hereinafter "the Buyer") for the sum of (indicate the amount in figures)¹, (indicate the amount in words), for whose payment, which must be made correctly and effectively, we the Principal and the Guarantor mentioned above, are obligated, as well as to our successors and assigns, firmly, jointly and severally hereby.

WHEREAS the Principal has submitted to the Buyer a written Bid dated to the _____ days of the month of _____ of the _____ for the execution of (name of the bidding process) (hereinafter, "the Bid").

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

- a. Withdraw its bid during the period of validity established by the bidder in the Bid Submission Form or any extended date granted by the Principal Obligor.
- b. Having been notified of the acceptance of its Bid by the Buyer before the expiration date of the Validity of the Bid, or any extension accepted by the Principal Obligor (i) does not sign the Contract within the period established for its signature, or ((ii) does not provide the Performance Guarantee, in accordance with the provisions of the Instructions to Bidders.

The Guarantor will then immediately proceed to pay the Buyer the maximum sum indicated above upon receipt of Buyer's first written request, without the Buyer having to support his request, provided that it establishes in the request that it is motivated by any of the events described above and specifies which one(s) occurred.

The Guarantor hereby agrees that its obligation is irrevocable and shall remain in force and effect until the 30th day inclusive of the date of expiry of the validity of the Bid set forth in the Bid Submission Letter or any extension accepted by the Principal Obligor.

IN PROOF OF CONFORMITY, the Principal Obligor and the Guarantor have arranged for these documents to be executed in their respective names on the day of the date _____ of _____ of 20____.

Principal Oblige: _____

Guarantor _____ Company seal (if applicable)

(Signature)
(Name and Title in printed letter)

(Signature)
(Name and Title in printed letter)

¹ The amount of the Bond must be expressed in the currency indicated in the BD.

Bid Maintenance Declaration Form

(The Bidder will complete this Bid Maintenance Declaration Form in accordance with the instructions provided.)

Date: *(Enter date (day, month, year))*

Procurement No: *(indicate reference number of the procurement or the bidding process)*

To: *(enter the Buyer's full name)*

The undersigned declare that:

We understand that, in accordance with your terms, Bids must be supported by a Bid Maintenance Declaration.

We agree that we will be automatically declared ineligible to participate in procurement processes to be awarded any contract with the Buyer who called for bidding for the period of one year counted from April 6, 2025, in accordance with the BD of these bidding documents, if we breach our obligation(s) under the terms of the Bid if:

- a. we withdraw our Bid prior to the expiration date of the validity of the Bid specified in the Bid Submission Letter, or any extended date granted by us; or
- b. if once the Buyer has notified us of the acceptance of our Bid prior to the expiration date of the validity of the Bid indicated in the Bid Submission Letter or any extended date granted by us, (i) we have not signed or refused to sign the Contract, or (ii) we have not supplied or have refused to provide the Performance Guarantee in accordance with the ITB.

We understand that this Bid Maintenance Declaration will expire if we are not selected, when the first of the following occurs: (i) we have received your notice indicating the name of the selected Bidder, or (ii) thirty days have elapsed after the expiration date of the validity of our Bid.

Name of the bidder²: *(indicate full name of the bidder)*

Name of the person duly authorized to sign the Bid on behalf of the Bidder^{**3} *(please indicate the full name of the person duly authorized to sign the Bid)*

Title of the person signing the Bid *(indicate the title of the person signing the Bid)*

Signature of the aforementioned person *(signature of the person whose name and position are indicated above)*

Date of signature: The day _____ of the month _____ of the year _____

² In the event that the Bid is submitted by a JV, specify the name of the JV acting as Bidder.

³ The person signing the Bid shall attach to it the Power of Attorney granted to him/her by the Bidder.
(Note: In the case of a JV, the Bid Maintenance Declaration must be on behalf of all JV members submitting the Bid.)

Form FIN-1**Financial Situation**

In the case of bids submitted by a JV, the form must be submitted by all JV members.

Information to be completed by the bidder, in the event of a JV, must be completed by each member.

Legal name of the bidder: *(indicate full name)* Date: *(indicate day, month, and year)*

Legal name of the JV member: *(indicate full name)*

Invitation for Bidding No.: N° CABEI-G-002-2147/2026

Financial Information Indicate Currency	Historical Financial Information					
	2021	2022	2023	2024	2025	Average
Balance Sheet Information						
Total Assets (TA)						
Total Liabilities (TL)						
Net Worth (NW)						
Short-term assets (STA)						
Short-term liabilities (STL)						

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Copies of the financial statements (balance sheets, including all notes relating thereto, and income statements) of the bidder and of each of the members of the JV for the required periods, which meet the following conditions, must be attached:

1. Historical financial statements should be audited by authorized independent auditors.
2. The historical financial statements must be complete, including all notes to the financial statements.
3. Historical financial statements must correspond to accounting periods already completed and audited (part-time financial statements will not be requested or accepted).

Form FIN-2

History of Contracts

Information to be completed by the bidder and each JV member.

Legal name of the bidder: *(indicate full name)*

Date: *(indicate day, month, and year)*

Legal name of the JV member: *(indicate full name)*

Year	Amount (Bze \$)
<i>(Indicate year)</i>	<i>(Indicate amount and currency)</i>
Average annual turnover	

* Average annual turnover, obtained by calculating the sum of the annual sales volume divided by the number of years.

Bidder: *(indicate full name of the bidder)*

Name: *(indicate the full name of the person signing the bid)*

Title: *(of the signatory)*

Signature: *(signature of the person whose name and title are indicated above)*

Date: *(day, month, and year in which the bid is signed)*

Form FIN-3**Working Capital**Legal name of the bidder: *(indicate full name)*Date: *(indicate day, month, and year)*Legal name of the JV member: *(indicate full name)*

Describe the detailed information of the sources of financing bids, such as liquid assets, lines of credit, and other financial means (discounted current commitments), that are available to meet all the cash flow needs associated with the contract.

Source of the working capital	Amount (BZE \$)

Notes:

For the purposes of evaluation, the following will be considered:

1. Liquid assets: Proof indicating the amount available in the bank account, no older than 30 days from the date of receipt of bids.
2. Credit Lines: Record indicating the amount available in the bank credit line, no older than 30 days from the date of receipt of bids.

Bidder: *(indicate full name of the bidder)*Name: *(indicate the full name of the person signing the bid)*Title: *(of the signatory)*Signature: *(signature of the person whose name and title are indicated above)*Date: *(day, month, and year in which the bid is signed)*

In case of offers submitted by a JV, the form must be submitted by all JV members.

Form EXP-1

General Experience

Describe the detailed information of each of the contracts or provisions for goods/services, either individually or as a member of an Association (JV).

Legal name of the bidder: *(indicate full name)* Date: *(indicate day, month, and year)*

Legal name of the JV member: *(indicate full name)*

(Identify contracts that demonstrate continuity of operation)

Start Month/ Year	End Month/ Year	Years	Contract Identification*
<i>(Indicate month/ year)</i>	<i>(Indicate month/ year)</i>	<i>(Indicate number of years)</i>	Contract or provision name: <i>(indicate full name)</i> Brief description of the scope of the: <i>(describe the subject matter of the contract in a brief form)</i> Buyer's Name: <i>(indicate full name)</i> Address: <i>(indicate street/number/city/country)</i>

*The information provided must be completed for each of the experiences presented and must be supported by a copy of the receipt of the goods/services received to full satisfaction, which was issued by the Buyer.

In the case of bids submitted by a JV, the form must be submitted by all JV members.

Form TEC-1

Form TEC-1

Technical Specifications offered

The Buyer shall complete this table in accordance with the technical specifications set out in Section V, except for the bid column: "quantity" and "technical specifications offered" to be completed by the Bidder.

SINGLE LOT

Item (Indicate Item No.)	Requirements			Bid	
	Quantity	Name of the Goods and related services	Minimum Technical Specifications required and standards	Quantity	Technical Specifications offered
1	500	Army Webbing with Pouches	Material: 1000 Denier Cordura nylon Standard 7-piece set Belt & Yoke: Adjustable padded yoke for weight distribution. Weight: Approx: 2 kg Water bottle pouch: 1-liter canteen Utility Pouch: Large (to carry rations, mess tins, or personal items)		
2	500	Rucksack	Total Capacity: Approx: 5,000 cubic inches Main Compartment: Approx: 3,400-4,000 cubic inches Lower Compartment: Approx: 1,600 cubic inches Dimensions: Approx: 24" H x 16"- 8" W x10"-14" D Material: 1000-Denier Cordura Nylon, water-resistant Weight (Empty): Approx: 5.3 to 8.3 lbs Frame: Molded polymer Carrying Capacity: 120 lbs Color: Disruptive Pattern Material (DPM) Top loading Main Compartment.		

			Components: Main bag, frame, shoulder straps, waist belt, two detachable sustainment pouches.		
3	500	Jungle Boots	Height: 8" Upper: Smooth, full-grain cattlehide leather & nylon fabric Outsole: Dual-density rubber classic Panama outsole Insert: Single-density, molded polyurethane removable insert Insole: Puncture-resistant textile insole board Highly breathable unlined upper Double and triple-stitched seams Medial side drainage vents Color: Black Sizes (TBD)		
4	500	Basha/Poncho/trail tent	Dimension: Approx: 8 ft long X 5.5 feet Wide. Weight: Approx: 2.2 lbs Material: Ripstop Nylon Polyurethane coating Waterproofing: 3,000mm – 3,500mm water column rating. Attachment Color: Olive Drab		
5	500	Army Hammocks	Material: Polyurethane Coated Ripstop Nylon (Water Resistant) Suits adults up to 6'5" Weight: 1.3-1.9lbs Weight Capacity: approx.: 275lbs Reinforced Suspension 6 man carry handles Color: Olive Drab		
6	500	Poncho Liner	Dimension: 82 to 84 inches long, 60 to 64 inches wide. Material: 100% nylon ripstop shell, polyester batting. Color: Olive Drab		
7	500	Mosquito Net	Dimension: Approx: 200 inches Long X 71 inches Wide, 508X183 cm, or 17ftX6ft.		

			Material: 100% Polyester or Nylon, High-Density Mesh. Color Olive Drab (OD) Reinforced edges and corners with 6-8 tie-down tabs Weight: 1-2 lbs Treatment: Pretreated with permethrin Durability: Mildew Resistant		
8	500	Camp Bed	Unfolded Dimension: Approx: 75-84 inches long, 24-30 inches wide, 16-18 inches high. Folded Dimension: Approx: 35-40 inches long, 5-10 inches wide, 4-5 inches high. Weight Capacity: 265-250 lbs. Frame Material: Lightweight aircraft-grade aluminum alloy. Cover Material: Heavy Duty, tear-resistant 600D to 1200 D Polyester of Nylon with pvc coating. Structure: X-Shaped leg base with cross-bar reinforcement. Assembly: Rapid, tool-free deployment in under 2 minutes. Color: Olive Drab OD		
9	500	Camelbak (Hydration System)	Capacity: 3 Liters or 100 fl oz Weight (empty – approx. 0.6 kg or 1.3 lbs) Dimensions: 44X24X11 cm Material: 500D Double-rip Cordura (Front), 210 Hght Density Nylon (Back) Reservoir Type: Mil Spec Crux Long Insulation: 5mm closed-cell foam Flow rate: 1 liter per minute Color: Olive Drab OD		
10	15	Army Tents	Large Field Tent (18'X36') 648 sq ft., High Strength,		

		Fire-retardant (CPAI-84, ISO 1525:2016, water-resistant fabric, 100% Polyester or vinyl-coated polyester duct cloth. Galvanized high-strength aluminum alloy tubing. Operating Temperature: -25°F to +120°F with storage capabilities of up to 160°F or 180°F. Wind resistant capacity (55 mph and gusts up to 65mph). Color – Olive Drab OD Life Span: minimum of 3 years field life, with 10 years shelf life.	

It will be required to be accompanied by evidence of the specifications offered, which may be in the form of printed literature, plans or data, and must include a detailed description of the essential technical and operational characteristics of each item.

Form ECO- 1

Annex 2 to the Bid Submission Letter Price List

The bidder will complete these Price List forms in accordance with the instructions indicated. The list of items and lots in column 1 of the price list shall match the List of Goods and Related Services detailed by the Buyer in the "List of Requirements for Related Goods and Services) the total amount of the price list shall match the CC-1 form.

ECO-1 Price List: Goods manufactured outside the Buyer's country to be imported.

Date: _____
Procurement No. **N° CABEI-G-002-2147/2026**
Alternative No.: _____
Page No. _____ of _____

1	2	3	4	5	6	7	8	9
Item No.	Description of the Goods	Country of origin	Delivery date as defined by the Incoterms	Quantity and physical unit	Unit Price CIP (Indicate place of destination) in accordance with ITB 16.8 (b) (i)	CIP Price per item (Col.5 x6)	Price per item for internal transport and other services required in the Buyer's Country to get the Goods to the final destination established in the BD.	Total Price per item (Col 7+8)
<i>(Indicate the item number)</i>	<i>(Indicate the name of the goods)</i>	<i>(Indicate the country of origin of the goods)</i>	<i>(Indicate date of delivery offered)</i>	<i>(Indicate the number of units which will be provided and the name of the physical unit of measurement)</i>	<i>(Indicate CIP price per unit).</i>	<i>(Indicate total CIP Price per item)</i>	<i>(Indicate the corresponding Price per item)</i>	<i>(Indicate the total Price of the Item)</i>
1	Webbing with Pouches			500 pieces				
2	Rucksack			500 pieces				
3	Jungle Boots			500 piers				
4	Basha/Poncho/trail tent			500 pieces				

5	Hammocks			500 pieces				
6	Poncho Liner			500 pieces				
7	Mosquito Net			500 pieces				
8	Camp Bed			500 pieces				
9	Camelbak (Hydration System)			500 pieces				
10	Field Tents			15 pieces				
Total Price Offered								

Name of the Bidder: *(indicate the full name of the Bidder)* Signature of the Bidder: *(signature of the person signing the bid)* Date: *(indicate the date)*

ECO-1 Price List: Goods manufactured outside the Buyer's country, previously imported*

Date: _____
 Procurement No. N° CABEL-G-002-2147/2026
 Alternative No.: _____
 Page No. _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Item No.	Description of the Goods	Country of origin	Delivery date as defined by the Incoterms	Quantity and physical unit	Unit Price including customs duties and import taxes paid in accordance with ITB 16.8 (c) (i)	Customs duties, import taxes paid per unit in accordance with ITB 16.8 (c) (ii) (Supported with documents)	Net Unit Price, without including customs duties and import taxes paid in accordance with ITB 16.8 (c) (iii) (Col 6-7)	Net Price per item, without including customs duties and import taxes in accordance with ITB 16.8 (c) (i) (col 5 X 8)	Price per item for internal transport and other services required in the Buyer's Country to get the Goods to the final destination established in the BD in accordance with ITB 16.8 (c) (v)	Sales taxes and other taxes paid or payable on the item if the contract is awarded in accordance with ITB 16.8 (c) (iba)	Total Price per item (Col. 9 + 10)
<i>(Indicate the item number)</i>	<i>(Indicate the name of the goods)</i>	<i>(Indicate the country of origin of the goods)</i>	<i>(Indicate date of delivery offered)</i>	<i>(Indicate the number of units which will be provided and the name of the physical unit of measurement)</i>	<i>(Indicate the unit Price per item)</i>	<i>(Indicate the customs duties and import taxes paid per unit).</i>	<i>(Indicate CIP unit Price, without including customs duties and import taxes).</i>	<i>(Indicate net CIP Price per item without including customs duties and import taxes)</i>	<i>(Indicate Price for internal transport and other required services in the Buyer's Country).</i>	<i>(Indicate sales taxes and other taxes payable on the item if the contract is awarded).</i>	<i>(Indicate the Total Price per item)</i>
1	Webbing with Pouches			500 pieces							
2	Rucksack			500 pieces							
3	Jungle Boots			500 pairs							
4	Basha/Poncho/trail tent			500 pieces							

5	Hammocks			500 pieces							
6	Poncho Liner			500 pieces							
7	Mosquito Net			500 pieces							
8	Camp Bed			500 pieces							
9	Camelbak (Hydration System)			500 pieces							
10	Field Tents			15 pieces							
Total Price offered											

Name of the Bidder: *(indicate the full name of the Bidder)* Signature of the Bidder: *(signature of the person signing the bid)* Date: *(indicate the date)*

* (For previously imported Goods, the quoted price must be distinguishable from the original import value of these goods declared at customs and must include any refunds or remarks of the local agent or representative and all local costs, except taxes and import obligations, that the Buyer has paid or is due to pay. As a clarification, bidders will be asked to quote the price including import duties and, in addition, to provide import duties and the net price of import obligations, which will be the difference between those values)

ECO-1 Price List: Goods manufactured in the Buyer's Country.

Date: _____

Procurement No. Nº CABEL-G-002-2147/2026

Alternative No.: _____

Page No. _____ of _____

1	2	3	4	5	6	7	8	9	10
Item No.	Description of the Goods	Delivery date as defined by the Incoterms	Quantity and physical unit	EXW Unit Price per item	EXW Total Price per item (col. 4 X 5)	Price per item for internal transport and other services required in the Buyer's Country to ship the Goods to the final destination	Cost of local labor, raw materials, and components of origin in the Buyer's Country. (% of col. 5)	Sales taxes and other taxes paid or payable on the item if the contract is awarded in accordance with ITB 16. 8 (a) (ii)	Total Price per item (Col 6 + 7=)
(Indicate the item number)	(Indicate the name of the goods)	(Indicate date of delivery offered)	(Indicate the number of units which will be provided and the name of the physical unit of measurement)	(Indicate EXW Unit Price).	(Indicate EXW total Price per item).	(Indicate the corresponding Price per item).	(Indicate the total cost of local labor, raw materials, and components from the Buyer's Country as % of EXW price per item).	(Indicate sales taxes and other taxes payable on the item if the contract is awarded).	(Indicate the Total Price per item)
1	Webbing with Pouches		500 pieces						
2	Rucksack		500 pieces						
3	Jungle Boots		500 piers						
4	Basha/Poncho/trail tent		500 pieces						
5	Hammocks		500 pieces						
6	Poncho Liner		500 pieces						
7	Mosquito Net		500 pieces						
8	Camp Bed		500 pieces						

9	Camelbak (Hydration System)		500 pieces						
10	Field Tents		15 pieces						
Total Price offered									

Name of the Bidder: *(indicate the full name of the Bidder)* Signature of the Bidder: *(signature of the person signing the bid)* Date: *(indicate the date)*

ECO-1 Price and Compliance Schedule: Related Services

Currencies in accordance with (*indicate currency in accordance with clause ITB 17.*)

Date: __
Nº CABI-G-002-2147/2026

Procurement No.:

Alternative No.:

Page No. ____ of ____

1	2	3	4	5	6	7
Service N.□	Description of services (excludes internal transportation and other services required in the Buyer's Country to transport the goods to its final destination)	Country of Origin	Delivery date at the final destination	Quantity and Physical unit	Unit Price	Total Price per service (Col. 5 x 6) or an estimate
(Indicate service number)	(Indicate service name).	(Indicate country of origin of the service).	(Indicate the delivery date at the final destination per service).	(Indicate the number of units to be supplied and the name of the physical unit of measurement)	(Indicate the unit Price per item).	(Indicate the total price per item).
	N/A					
Total Price of the Bid						

Name of the Bidder: (*indicate the full name of the Bidder*) Signature of the Bidder: (*signature of the person signing the bid*) Date: (*indicate the date*)

Manufacturer's Authorization

(The Bidder will request the Manufacturer to complete this form in accordance with the instructions indicated. This letter of authorization must be written on the Manufacturer's letterhead and must be signed by a person duly authorized to sign documents legally compromising the Manufacturer. The Bidder shall include it in its Offer, if so, provided in the BD).

Date: *(indicate the day, month, and year of submission of the bid).*

Procurement No.: Nº CABI-G-002-2147/2026

Alternative No.: *(indicate the identification number if it is a bid for an alternative).*

To: *(enter the Buyer's full name).*

WHEREAS,

We *(indicate manufacturer's full name)*, as official manufacturers of *(indicate the name of the manufactured goods)*, with factories located in *(indicate the full address of the factories)*, hereby authorize *(indicate the full name of the Bidder)* to submit a Bid for the purpose of supplying the following Goods of our manufacture *(name and brief description of the goods)*, and subsequently negotiate and sign the Contract.

By this means we extend our guarantee and full guarantee, in accordance with clause 31 of the General Conditions of the Contract, with respect to the Goods offered by the aforementioned firm.

Signature: *(place signature of the manufacturer's authorized representatives).*

Name: *(provide the full name of the Manufacturer's authorized representatives).*

Title: *(indicate the title).*

Dated the day _____ of _____ del year _____ *(date of signature).*

PART TWO: REQUIREMENTS FOR THE GOODS AND RELATED SERVICES

Section V. List of Requirements for Goods and Related Services

Notes for the preparation of requirements for related goods and services

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The Buyer shall include the requirements for the goods and related services in the bidding document, such a list shall have at least a description of the goods and services to be provided and a delivery schedule. This section includes:

1. List of goods and delivery plan.
2. List of related services and compliance schedule.
3. Required technical specifications.
4. Plans or designs.
5. Inspections and testing.

This section aims to provide sufficient information to enable Bidders to prepare their bids efficiently and accurately, in particular the Price List, for which a form is provided in section IV.

In addition, the list of requirements for goods and related services, together with the Price List, shall serve as a basis in the event of a variation in quantities at the time of award of the contract, in accordance with ITB 42.1.

The date or time of delivery shall be set very carefully, taking into account: (a) the implications of the delivery terms, in accordance with Incoterms regulations (i.e. the terms EXW, CIP, FOB, FCA, which specify that "delivery" is realized when the goods are delivered to the carriers), and (b) the date set forth herein from which the Buyer's delivery obligations begin (i.e. , the notification of award, the signing of the Contract, and the opening or confirmation of the letter of credit).

1. List of Goods and Delivery Plan

☞The Buyer will complete this chart, except for the "Delivery Date Offered by the Bidder" column, which must be completed by Bidder.)

Item No.	Description of the Goods	Quantity	Physical Unit	Place of final delivery as indicated in the BD.	Delivery date (according to the Incoterms)		
					Earliest delivery date	Delivery deadline	Delivery date offered by the Bidder
<i>(Indicate the item number).</i>	<i>(Indicate the description of the goods).</i>	<i>(Indicate quantity of items to be supplied).</i>	<i>(Indicate the physical unit of measurement of the quantity)</i>	<i>Belize City</i>	<i>December 2026</i>	<i>March 2027.</i>	<i>(Indicate the number of days after the effective date of contract).</i>
1	Webbing with Pouches	500		Belize			
2	Rucksack	500		Belize			
3	Jungle Boots	500		Belize			
4	Basha/Poncho/trail tent	500		Belize			
5	Hammocks	500		Belize			
6	Poncho Liner	500		Belize			
7	Mosquito Net	500		Belize			
8	Camp Bed	500		Belize			
9	Camelbak (Hydration System)	500		Belize			
10	Field Tents	15		Belize			

Annex 3 to the Bid Submission Letter

2. List of Related Services and Compliance Schedule

(The Buyer shall complete this chart. The completion dates must be realistic and consistent with the required delivery dates of the goods in accordance with the Incoterms).

Service No.	Description of the Service	Quantity	Physical Unit	Place where the services will be provided	Final dates of completion of services
<i>(Indicate the service number).</i>	<i>(Indicate the description of the related services).</i>	<i>(Indicate the services to be provided).</i>	<i>(Indicate the physical unit of measurement of the services).</i>	<i>(Enter the name of the place).</i>	<i>(Indicate the number of days after the effective date of contract).</i>
	N/A				

1. If applicable

Bidder: *(indicate full name of the bidder) 1*

Name: *(indicate the full name of the person signing the bid)*

Title: *(of the signatory)*

Signature: *(signature of the person whose name and title are indicated above)*

Date: *(day, month, and year in which the bid is signed)*

3. Technical Specifications

The purpose of the technical specifications is to define the technical characteristics of the goods and services that are required.

The technical specifications shall be prepared considering that:

1. It constitutes the reference points against which technical compliance of bids can be verified.
2. It should be stipulated that all goods or materials incorporated into the goods must be new, unused.
3. Best practices will be used, examples of specifications of similar successful procurements in the same country or sector may provide concrete basis for drafting the technical specifications.
4. It must be sufficiently broad to avoid restrictions on manufacture, materials, and equipment generally used in the manufacture of similar goods.
5. The quality standards for equipment, materials and manufacture specified in the Bidding Documents shall not be restrictive.
6. International quality standards should be specified wherever possible.
7. References to brands, catalogue numbers or other details that limit materials or articles to a particular manufacturer should be avoided. Where such descriptions are unavoidable, they should always be followed by expressions such as "or substantially equivalent" or "or at least equivalent".
8. Where reference is made to other particular standards or codes of practice, these will only be acceptable if a statement is added following them indicating other standards issued by recognized authorities that ensure that the quality is at least substantially the same.
9. They shall describe in detail the requirements with respect to at least the following:
 - i. Standards of quality of materials and manufacture for the production and manufacture of goods.
 - ii. Detailed list of required tests (type and number).
 - iii. Other additional work and/or related services required to achieve full delivery or compliance.
 - iv. Detailed activities to be fulfilled by the supplier, and consequent participation of the Buyer.
 - v. Detailed list of operating guarantees covered by the warranty, and the specifications of the damage's settlement, applicable in case such guarantees are not fulfilled.
 - vi. It shall specify all essential and operational technical characteristics and requirements, including acceptable or guaranteed maximum or minimum values, as appropriate.
10. The Buyer shall include a TEC-1 form, where the bid shall provide detailed information on such technical or operational characteristics in relation to acceptable or guaranteed values.
11. Where the bidder is required to provide in its bid a portion of, or all of the technical specifications, technical schedules, or other technical information, the Borrower/Beneficiary shall specify in detail the nature and scope of the information required and the manner in which it shall be presented by the bidder in its bid.

12. A summary of the technical specifications must be provided; the Buyer shall insert the information in the table below. (If the goods are lots, the information must be grouped by the number of lots.)

Technical Specifications

Goods and related services shall comply with the following technical specifications and standards.

SINGLE LOT

Item (Indicate Item No.)	Requirements		
			Minimum Technical Specifications required and standards
1	500	Webbing Pouches with	Material: 1000 Denier Cordura nylon Standard 7-piece set Belt & Yoke: Adjustable padded yoke for weight distribution. Weight: Approx: 2 kg Water bottle pouch: 1-liter canteen Utility Pouch: Large (to carry rations, mess tins, or personal items)
2	500	Rucksack	Total Capacity: Approx: 5,000 cubic inches Main Compartment: Approx: 3,400-4,000 cubic inches Lower Compartment: Approx: 1,600 cubic inches Dimensions: Approx: 24" H x 16"- 8" W x10"-14" D Material: 1000-Denier Cordura Nylon, water-resistant Weight (Empty): Approx: 5.3 to 8.3 lbs Frame: Molded polymer Carrying Capacity: 120 lbs Color: Disruptive Pattern Material (DPM) Top loading Main Compartment. Components: Main bag, frame, shoulder straps, waist belt, and two detachable sustainment pouches.
3	500	Jungle Boots	Height: 8" Upper: Smooth, full-grain cattlehide leather & nylon fabric Outsole: Dual-density rubber classic Panama outsole Insert: Single-density, molded polyurethane removable insert Insole: Puncture-resistant textile insole board Highly breathable unlined upper Double and triple-stitched seams

			Medial side drainage vents Color: Black Sizes (TBD)
4	500	Basha/Poncho/trail tent	Dimension: Approx: 8 ft long X 5.5 feet Wide. Weight: Approx: 2.2 lbs Material: Ripstop Nylon Polyurethane coating Waterproofing: 3,000mm – 3,500mm water column rating. Attachment Color: Olive Drab
5	500	Hammocks	Material: Polyurethane Coated Ripstop Nylon (Water Resistant) Suits adults up to 6'5" Weight: 1.3-1.9lbs Weight Capacity: approx.: 275lbs Reinforced Suspension 6 man carry handles Color: Olive Drab
6	500	Poncho Liner	Dimension: 82 to 84 inches long, 60 to 64 inches wide. Material: 100% nylon ripstop shell, polyester batting. Color: Olive Drab
7	500	Mosquito Net	Dimension: Approx: 200 inches Long X 71 inches Wide, 508cmX183 cm, or 17ftX6ft. Material: 100% Polyester or Nylon, High-Density Mesh. Color Olive Drab (OD) Reinforced edges and corners with 6-8 tie-down tabs Weight: 1-2 lbs Treatment: Pretreated with permethrin Durability: Mildew Resistant
8	500	Camp Bed	Unfolded Dimension: Approx: 75-84 inches long, 24-30 inches wide, 16-18 inches high. Folded Dimension: Approx: 35-40 inches long, 5-10 inches wide, 4-5 inches high. Weight Capacity: 265-250 lbs. Frame Material: Lightweight aircraft-grade aluminum alloy. Cover Material: Heavy Duty, tear-resistant 600D to 1200 D Polyester or Nylon with pvc coating. Structure: X-Shaped leg base with cross-bar reinforcement.

			Assembly: Rapid, tool-free deployment in under 2 minutes. Color: Olive Drab OD
9	500	Camelbak (Hydration System)	Capacity: 3 Liters or 100 fl oz Weight (empty – approx. 0.6 kg or 1.3 lbs) Dimensions: 44X24X11 cm Material: 500D Double-rip Cordura (Front), 210 Hght Density Nylon (Back) Reservoir Type: Mil Spec Crux Long Insulation: 5mm closed-cell foam Flow rate: 1 liter per minute Color: Olive Drab OD
10	15	Field Tents	Large Field Tent (18'X36') 648 sq ft., High Strength, Fire-retardant (CPAI-84, ISO 1525:2016, water-resistant fabric, 100% Polyester or vinyl-coated polyester duct cloth. Galvanized high-strength aluminum alloy tubing. Operating Temperature: -25°F to +120°F with storage capabilities of up to 160°F or 180°F. Wind resistant capacity (55 mph and gusts up to 65mph). Color – Olive Drab OD Life Span: minimum of 3 years field life, with 10 years shelf life.

4. Drawings and designs.

This bidding document (select: *"includes" or "does not include"*) the following drawings and designs. If documents are to be included, place them in the following format:

:

List of drawings and designs		
Drawing or Design No.	Name of Drawing or Design	Purpose
DOES NOT INCLUDE DRAWINGS		

5. Inspection and Testing

Inspection of the goods/equipment will take place at the supplier's warehouse.

PART THREE: CONTRACTUAL CONDITIONS AND CONTRACT FORMS

Section VI. Contract Form

Contract

Contract for the Supply of Goods and Related Services

This **Contract for the Acquisition and Delivery of Essential Operating Kits** is concluded in Belize on the ____ of 2026 between **Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance** hereinafter the **Buyer**, represented by, **Chief Executive Officer** and *(indicate the full name of the supplier)*, hereinafter the **Supplier**, represented by *(indicate the full name of the legal representative of the supplier)*. Both shall henceforth be referred to jointly as the **Parties**.

DECLARES THE BUYER:

1. *(Indicate the legal requirements which, under national law, have to be based on an administrative contract. Among others, legal description of the entity, address, data of the documents that grant power of representation to its representative).*
2. That it has called for a bidding in respect of the Goods and Related Services *(briefly describe the goods and services covered by the contract)* and that it has accepted the **Supplier's** bid for the supply of these Goods and Related Services, for the sum of *(indicate the Contract Price expressed in number and letter)* (hereinafter the "Contract Price").

DECLARES THE SUPPLIER:

1. *(Establish the general data of the supplier, address, data of documents that grant power of representation to its representative, nationality, among others required by the applicable legislation).*
2. That it has accepted the award in respect of the Goods and Related Services *(briefly describe the goods and services covered by the contract)* and that the Contract Price corresponds to its bid for such Goods and Related Services.

THE PARTIES AGREE AS FOLLOWS:

I. Interpretation

1. In this Contract, the words and expressions shall have the same meaning as assigned to them in the respective terms of the Contract to which they relate.
2. In addition to the provisions of subsection 1, the interpretation of the Contract shall be governed by the provisions of the General Conditions of the Contract.

II. Priority of contractual documents

1. The following documents constitute the Contract between the Buyer and the Supplier, and shall be read and construed as an integral part of the Contract:
 - a) Contract.
 - b) Letter of Acceptance

- c) Supplier's Bid
 - d) Particular Conditions of the Contract.
 - e) General Conditions of the Contract.
 - f) Technical requirements (including requirements for Goods and Related Services and Technical Specifications).
 - g) Complete lists (including price lists)
 - h) *(Add here any other documents that will form an integral part of the contract.*
2. This Contract shall prevail over all other contractual documents. In the event of any discrepancy or inconsistency between the contract documents, the documents shall prevail in the order set forth above.

III. Obligations of the Supplier and the Buyer

1. By reason of the payments that the Buyer will make to the Supplier in accordance with the provisions of this Contract, the Supplier undertakes to supply the Goods and Related Services to the Buyer and to remedy their defects in accordance with all respects with the provisions of the Contract.
2. The Buyer undertakes to pay the Supplier in return for the supply of the goods and related services the Contract Price or the amounts that are payable in accordance with the provisions of the Contract within the period and in the manner prescribed therein.
3. The Parties agree to act in good faith as to the rights of the other Party under this Contract and to take all reasonable steps to ensure compliance with the objectives of this Contract.

Aware of its content and scope, the Parties subscribe to this Contract in accordance with the applicable legislation defined in the General Conditions of the Contract on the day, month and year indicated above.

By and on behalf of the Government of
Belize

By and on behalf of the **Supplier**

**Chief Executive Officer
Ministry of Finance, Investment,
Economic Transformation, Civil Aviation,
and E-Governance**

***(Indicate the name of Supplier's
Authorized Representative)***

in the presence of

In the Presence of (Indicate witness
Identification)

Zane Castillo
Acting Project Coordinator
Belize Integral Security Programme

(Witness)

(In the case of a JV, all members must sign or only the principal, in which case the Power of Attorney authorizing him to sign on behalf of all other members must be attached.)

By and on behalf of each member of the Association *(insert the name of the JV)*

(Name of principal member) _____

(Authorized Representative acting on behalf of the JV)

(Add spaces for each member's signatures if they all sign)

in the presence of *(indicate witness identification)*

General Conditions of Contract

Index of clauses General Conditions of Contract

Content

A.	92
1.	92
2.	93
3.	93
4.	94
5.	94
6.	94
7.	95
8.	95
9.	95
10.	96
11.	96
12.	96
13.	97
14.	97
15.	97
16.	98
B.	98
17.	98
18.	98
19.	98
20.	99
21.	99
22.	99
23.	99
24.	100
25.	100
26.	100
27.	101
28.	101
29.	101
30.	101
31.	102
C.	103
32.	103
33.	103
34.	103
35.	103
D.	104

36.	104	
37.	104	
38.	104	
39.	105	
40.	106	
Annex: Formula for price Adjustment		112
Appendix 1: Integrity Provisions		114
Appendix 2: Notification of intention to award		117
Appendix 3: Letter of Acceptance		119
Appendix 4: Guarantee Forms		120

General Conditions of Contract

The Contract, the following General Conditions of the Contract (GCC), together with the Particular Conditions of the Contract (PCC) and other documents listed in the contract, constitute a complete document that establishes the rights and obligations of the Parties.

General Conditions of Contract (GCC)	
A. GENERAL PROVISIONS	
1. Definitions	
1.1.	In the Conditions of the Contract that include these General Conditions and the Particular Conditions - the subsequent words and expressions will have the following meanings:
(a)	Bank: is the Central American Bank for Economic Integration.
(b)	Borrower/Beneficiary: Natural or legal person, public or private, indicated in the PCC, who has signed a contract or agreement for the financing of an operation with the Bank and who generally appoints an executing agency for its execution.
(c)	Buyer: is the entity that purchases the Goods and Related Services as indicated in the PCC
(d)	Buyer's Country: This is the country specified in the PCC.
(e)	Compliance: means the provision of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	Contract is the Contract Agreement entered into between the Buyer and the Supplier, together with the Contract Documents referred to therein, including all annexes and appendices, and all documents incorporated therein by reference.
(g)	Contract Documents are the documents listed in the Contract Agreement, including any amendments.
(h)	Contract Price: means the price to be paid to the Supplier as specified in the Contract, subject to additions and adjustments thereto or deductions from the Contract, which may be made in accordance with the Contract.
(i)	Day: refers to calendar day; except when "business day" is specified.
(j)	GCC: means the General Conditions of the Contract.
(k)	Goods: are all those products, merchandise, raw materials, machinery, equipment, and other materials that the Supplier must provide to the Buyer under the Contract.
(l)	Law/ Applicable Law: Laws and other instruments that have the force of law as specified in clause 6 of the GCC, that are issued and enter into force in a timely manner are understood.
(m)	Part: means the Buyer or the Supplier, as required by the context. Parties: means the Buyer and the Supplier.
(n)	PCC: means the Particular Conditions of the Contract.
(o)	Project Location: where appropriate, the place mentioned in the PCC is understood.
(p)	Related Services: are incidental services related to the provision of the Goods, such as insurance, transportation, installation, commissioning, training, and initial maintenance, as well as other obligations of the Supplier arising from the Contract.

General Conditions of Contract (GCC)	
	(q) Subcontractor: refers to any natural or legal person with whom the Supplier has subcontracted the supply of any portion of the Goods or the performance of any part of the Related Services.
	(r) Supplier: Natural or legal person, public or private, or a combination of these, whose offer to perform the Contract has been accepted by the Buyer and is referred to as such.
	(s) Third: this means any person or entity other than the Borrower/Beneficiary, the Contractor, the Contractor, or a Subcontractor.
2. Contract Documents	
2.1	The documents constituting the Contract shall be construed in the following order of priority: a. Contract. b. Letter of Acceptance. c. Supplier's Bid. d. Particular Conditions of the Contract. e. General Conditions of the Contract. f. Technical Requirements; (including Requirements for Goods and Related Services and Technical Specifications). g. Complete lists (including Price Lists). h. Any other document specified in the PCC that is an integral part of the Contract.
2.2	Subject to the order of priority set forth in the Contract, all documents forming an integral part of the Contract (and all its components therein included) are correlative, complementary, and mutually explanatory. The Contract should be read as a whole in a comprehensive manner.
3. Interpretation	
3.1	Except where the context requires otherwise: a) Words that indicate the singular also include the plural and words that indicate the plural also include the singular. b) Words indicating a genre include all genders. c) Provisions including the word "accept", "agreed" or "agreement" require that the agreement be recorded in writing; and signed by both Parties. d) "Written" or "in writing" means handwritten, typewritten, printed or produced electronically provided that it results in a continuous record.
3.2	The headings or titles used in this Contract are for reference purposes only and will not limit, alter, or affect the meaning or interpretation of the Contract for any purpose.
3.3	Commercial Terms a) The use of the terms EXW, CIP, FCA, CPT and the like, when used, shall be governed by the rules set forth in the current edition of the Incoterms specified in the PCC, and published by the International Chamber of Commerce in Paris, France. b) The meaning of any commercial term and the corresponding rights and obligations of the Parties shall be those prescribed in the Incoterms, as specified in the PCC, unless inconsistent with any provision of the Contract.
3.4	Entire Contract

General Conditions of Contract (GCC)	
	The Contract constitutes the entirety of what is agreed between the Buyer and the Supplier and supersedes all communications, negotiations, and agreements (written or oral) made between the Parties prior to the date of the conclusion of the Contract.
3.5	Amendment No amendment or other variation to the Contract shall be valid unless made in writing, dated, expressly referred to the Contract, and signed by a duly authorized representative of each party.
3.6	Limitations of waivers a) Subject to sub-clause 3.6(b) below of the GCC, no delay, tolerance, delay, or approval by either Party in enforcing any term and condition of the Contract, nor the granting of extensions by one Party to the other, shall prejudice, affect, or limit that Party's rights under the Contract. In addition, no waiver granted by either Party for breach of the Contract shall be deemed a waiver for subsequent or continuing breaches of the Contract. b) Any waiver of the rights, powers, or remedies of a party under the Contract shall be granted in writing, dateable and signed by an authorized representative of the party granting it and shall specify the obligation it is waiving and the scope of the waiver.
3.7	Divisibility If any provision or condition of the Contract is prohibited by the Contract declared illegal, void, invalid or unenforceable, in its entirety in part such prohibition, nullity, invalidity or lack of execution shall not affect the validity or performance of the other provisions or conditions of the Contract.
4. Integrity Provisions	
4.1	The Borrower/Beneficiary, the Buyer, the Supplier and all natural or legal persons participating or providing services in projects or operations financed directly or indirectly by the Bank and under any conditions, shall be subject to compliance with the provisions set out in Appendix 1 (Integrity Provisions).
4.2	The Buyer requires Supplier to provide any commissions or fees that may have been paid or are to be paid to agents or any other party in connection with the bidding process or performance of the Contract. The information provided must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. Failure to comply with this requirement may result in the termination of the Contract or sanctions imposed by the Bank.
5. Language	
5.1	The language governing the Contract and communications between the Parties shall be the official language of the Buyer, as detailed in the PCC .
5.2	Documents relating to the Contract and all printed documentation forming part of the Contract may be in another language provided that they are accompanied by a precise translation of the relevant contents into the official language detailed in clause 5.1 of the PCC . In case of conflicts of interpretation, the translation shall prevail.
5.3	The Supplier will be responsible for all costs involved in translating the documents it provides into the main language, as well as for all risks arising from possible inaccuracies in the Contract.
6. Applicable Law	
6.1	The Contract shall be governed by the laws of the Buyer's country and shall be construed in accordance with such laws unless otherwise stated in the PCC.

General Conditions of Contract (GCC)	
6.2	During the performance of the Contract, the Supplier shall comply with the prohibitions relating to the importation of goods and services from the Buyer's Country when: by an act performed pursuant to a decision of the National Council of the United Nations adopted under Chapter VII of the Charter of the United Nations, the country of the Borrower prohibits any importation of goods from that country, or payments to any country, person, or entity of that country.
7. Joint Venture, Consortium or Association (JV)	
7.1	If the Supplier is JV, the members authorize the member named in the PCC to exercise on its behalf all rights and perform all of Supplier's obligations to the Buyer under this contract, including, but not limited to, receiving instructions, and receiving payments from the Buyer. The composition or constitution of the JV may not be altered without the Buyer's prior written consent.
8. Origin of the Supplier, Subcontractors, related goods, and services	
8.1	The Supplier and its Subcontractors may originate in any country, unless otherwise specified in the PCC.
8.2	Goods and related services to be supplied under the Contract may originate in any country, unless otherwise specified in the PCC. In such a case, at the request of the Contracting Party, the Supplier may be requested to provide evidence of the origin of the goods and related services.
9. Confidentiality	
9.1	The Parties shall maintain the strictest confidentiality with respect to all information, indicated in the PCC as confidential, to which they will have or have had access by virtue of the conclusion of the Contract and which includes information that has been provided by one Party to the other in writing, either by electronic and/or printed means, or that information to which they have had access, directly or indirectly, provided by the other party in connection with the Contract before, during or after its performance. This obligation of confidentiality extends to all subcontractors, personnel and officials used or associated with the supply of the Goods covered by the Contract.
9.2	The Parties guarantee that such information will be treated strictly confidentially, and the Supplier may only use it for activities or functions directly related to the supply of the Goods and performance of the related Services object of the Contract, being prohibited the disclosure, reproduction, or arrangement in any form of that information provided or that to which it has access or knowledge under the Contract
9.3	The obligation of the Parties under Sub-clauses 9.1 and 9.2 of the above-mentioned GCC shall not apply to information which: - The Buyer or the Supplier required to share with the Bank or other institutions involved in the financing of the Contract; the confidentiality of such information must be noted. - Currently or in the future it is made public domain without infringement by either Party. - It can be found that it was in the possession of that Party at the time it was disclosed and was not previously obtained directly or indirectly from the other Party. or - Otherwise, it was legally made available to that party by a third party that had no obligation of confidentiality. - Require disclosure by law, court order issued by a court with jurisdiction, order issued by a Government Agency, or any competent public authority.

General Conditions of Contract (GCC)	
	f) It is credited with being developed independently by the Receiving Party without the use of confidential information.
9.4	The provisions of this Clause 9 of the GCC shall not in any way modify the confidentiality commitment granted by either Party, to whom this is a matter, prior to the date of the Contract with respect to the supplies or any part thereof.
9.5	The confidentiality obligations assumed by the Parties under the provisions contained in clause 9 shall subsist uninterruptedly and permanently with full force and signature even after the termination or expiration of the term of the Contract, in the Buyer's country or abroad.
9.6	Any misuse of confidential information to which the Supplier has access will be considered a violation of confidentiality obligations and, therefore, will be liable to penalties, sanctions, and civil liability with respect to the reparation of material damage or compensation for damages, in accordance with the provisions of the applicable law.
10. Conflict of Interest	
10.1	The Supplier declares that it has no conflict of interest with the Borrower/Beneficiary, nor with its executing agency and/or its employees or former employees.
10.2	The Supplier shall take all necessary measures to avoid any situation of conflict of interest and shall communicate these obligations to its subcontractors, its staff and any person authorized to represent it or make decisions on its behalf.
	During the term of the Contract, neither the Supplier, including all its personnel, nor its subcontractors may: a) Engage directly or indirectly in commercial or professional activities in the Buyer's Country that are inconsistent with its obligations under the Contract. b) Hire public employees in activity or on any type of license to perform activities under this Contract. c) Any other activity that is specified in the PCC.
10.3	Any violation of this clause constitutes a material violation of this Contract.
11. Notifications and Communications between the Parties	
11.1	Any notice or communication between the Parties pursuant to the Contract shall be in writing. The physical and electronic address for the receipt of notifications from the Supplier and the Buyer shall be that specified in the PCC .
11.2	A notification shall be effective on the latest date between the date of delivery of the notification and the date indicated in the notification
12. Dispute Resolution	
12.1	For the purposes of this clause, any dispute over technical, financial, administrative, legal, environmental or any other nature that arises between the Buyer and the Supplier as a result of the performance of this contract shall be understood as a dispute.
12.2	In the event of any dispute or claim arising out of or relating to this Contract or its breach, the Parties shall make every effort to consult and negotiate with each other and, recognizing their common interests, shall seek a satisfactory solution to the dispute. Where appropriate, the decision they take on the matter must be in writing and signed by both Parties.
12.3	If the Parties fail to reach an agreement in accordance with the above Sub-Clause, the dispute shall be submitted to conciliation, mediation and amicable composition mechanisms as indicated in the PCC . These mechanisms will pre-arbitrate.
12.4	If the Parties have not been able to resolve the dispute or dispute within the time limit indicated in the PCC through the negotiations set out in Sub-Clause 12.2 and the procedure set out in Sub-Clause 12.3 then the Buyer or the Supplier may inform the

General Conditions of Contract (GCC)

	other party of its intentions to initiate arbitration proceedings with respect to the matter in dispute. No arbitration may be commenced with respect to such matter unless such notice is given. Any dispute in respect of which notice of intent to commence arbitration has been given pursuant to this clause shall ultimately be resolved by arbitration. The arbitration process may commence before or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.
12.5	Notwithstanding any reference to arbitration or any other dispute resolution mechanism herein, a) The Parties will continue to comply with their respective obligations under the Contract unless otherwise agreed; and b) The Buyer shall pay the Supplier any money owed to it that is not part of the subject matter of the dispute.
13. Bank supervision and audits	
13.1	The Supplier shall permit and make every right to ensure that its agents (whether declared or not), its Sub-contractors, sub-consultants, service providers, suppliers and personnel allow the Bank and/or persons designated by the Bank to carry out supervisions in accordance with the relevant procedures and to review the documents, accounts and accounting records of the Supplier and its subcontractors related to the bidding process and the execution of the contract and, if required, to carry out audits through auditors appointed by the Bank.
13.2	The Supplier shall maintain and make all reasonable efforts to have its Subcontractors maintain accurate and systematized accounts, as well as all documents and records relating to the Contract in such a way as to identify relevant change times and costs in accordance with applicable law. The minimum period for the Supplier to maintain records and documents relating to the Contract shall be stipulated in the PCC.
13.3	The Supplier and its sub-contractors and sub-consultants shall consider as set forth in sub-clause 4.1 of the Contract which provides, inter alia, that actions aimed at substantially impeding the exercise of the Bank's rights to conduct audits and supervisions constitute a prohibited practice subject to termination of the contract (in addition to the determination of ineligibility under the Bank's existing sanctions procedures).
14. Authorized Representatives	
14.1	Persons designated as authorized representatives indicated in the PCC may take any action that the Buyer or the Supplier is or may take under this Contract and may sign on their behalf any document that under this Contract is or may be signed.
15. Change in laws and regulations	
15.1	Unless otherwise stated in the PCC, 28 days prior to the date of submission of Bids, any law, regulation, decree, ordinance or statute as law shall enter into force, promulgate, repeal or modify at the place in buyer's country where the Project Site is located (including any change in interpretation or application by competent authorities) that subsequently affects the Date of Delivery or contract price, such Delivery Date or Contract Price will be increased or reduced as appropriate, to the extent that the Supplier has been affected or benefited by these changes in the performance of obligations arising from the Contract. Without prejudice to this, such increase or decrease in cost shall not be paid separately or credited if it has already been considered in the price adjustment provisions where applicable, in accordance with clause 32 of the GCC.

General Conditions of Contract (GCC)	
16. Fortuitous event or force majeure	
16.1	Neither Party shall be liable to the other for reasons arising from unforeseeable circumstances or force majeure. Any cause of force majeure or fortuitous event, even if it is in the public domain, shall be documented by the Party suffering from it and notified to the other Party as soon as possible.
16.2	For the purposes of this Contract, an event that could not have been foreseen, but even if it had been, could not have been avoided or resisted, which is beyond the control of the Parties and which does not originate from the carelessness or negligence of any of the Parties, is understood as fortuitous or force majeure. The events of force majeure or fortuitous event make it impossible or very impractical to comply with contractual obligations even if the greatest possible diligence has been acted upon and yet the unforeseeable event that makes compliance impossible has occurred. Without limitation, such events may include governmental acts and resolutions in their sovereign capacity, wars or revolutions, hostage-taking, taking of facilities or the project site, wars, crises, revolutions, terrorist acts, sabotage, blockades, fires, floods, earthquakes, explosions, hurricanes, epidemics, quarantine restrictions, cargo seizures and other causes recognized as force majeure or fortuitous event.
16.3	If during the term of the Contract there is a fortuitous event or force majeure affecting the Supplier, the Supplier will not be subject to penalties or the execution of the Guarantee of Compliance for the partial or total breach of the obligations that correspond to it in accordance with the Contract to the extent that this breach arises from the cause of force majeure or fortuitous event and has been notified to the Buyer in accordance with the sub-clause 16.1. Unless otherwise provided by Buyer in writing, Supplier shall continue to comply with its obligations under the Contract to the extent reasonably practicable and shall seek all alternative means of performance that are not affected by the existing force majeure situation.
16.4	In an event of fortuitous event or force majeure suffered by the Buyer or the Supplier that makes it impossible to deliver or receive the goods, the deadline for delivery or receipt of these will be extended for the same time as the event that originates the fortuitous event or force majeure is maintained. The extension of the period for the performance of the obligations will apply as soon as the Supplier delivers to the buyer the bank guarantees or similar documents required under this contract, with the due extension of the term of validity.
B. SCOPE OF SUPPLY AND OBLIGATIONS OF THE SUPPLIER	
17. Scope of Supply	
17.1	The Goods and related Services to be supplied shall be those specified in the Requirements for Goods and Related Services.
18. Supplier responsibilities	
18.1	The Supplier shall provide all Goods and Related Services included in the scope of supplies in accordance with clause 17 of the GCC, the Delivery Plan and Completion, in accordance with clause 19 of the GCC.
19. Period and place of delivery of the Goods	
19.1	Subject to the provisions of 36.1 of the GCC, the delivery of the Goods and the completion of the Related Services shall be carried out in accordance with the Delivery Plan and Completion Schedule indicated in the Requirements of the Goods and Related Services.
19.2	The details of the shipping documents and others to be provided by the Supplier prior to receipt of the Goods, if any, are described in the PCC .

General Conditions of Contract (GCC)	
20. Taxes and duties	
20.1	In the case of goods manufactured outside the Buyer's Country, the Supplier shall be fully responsible for all taxes, postage and stamp duties, licensing fees and commissions and other similar charges imposed outside the Buyer's country,
20.2	In the case of Goods manufactured in Buyer's country, the Supplier shall be fully responsible for all taxes, levies, fees and commissions on licenses, and other similar charges incurred until delivery to Buyer of the contracted Goods.
20.3	The Supplier shall ensure payment of all national taxes payable as may be applicable under this contract, as well as payments for benefits or social security, in accordance with the national law of the Buyer's country.
20.4	If Supplier is subject to tax exemptions, reductions, rights or privileges in Buyer's Country, the Buyer shall make every effort to allow the Supplier to benefit, to the maximum extent permitted, from such tax benefits.
21. Contract Performance Guarantee	
21.1	If so, required in the PCC , the Supplier shall, within 28 (twenty-eight) days of notification of the award of the Contract, provide the Contract Performance Guarantee in the amount stipulated in the PCC .
21.2	The remedies of the Performance Guarantee will be payable to the Buyer as compensation for any loss that may be caused by the breach of the Supplier's obligations under the Contract.
21.3	As set forth in the PCC , the Performance Guarantee, if required, shall be denominated in the same currency(s) of the Contract, and shall be presented in one of the formats stipulated by the Buyer in the PCC or in such other format as the Buyer deems acceptable.
21.4	Unless otherwise stated in the PCC , the Performance Guarantee shall be released by the Buyer and returned to the Supplier no later than 30 (thirty) days from the date of the Performance of Supplier's obligations under the Contract, including any obligations relating to the warranty of goods.
22. Provisions on intellectual property and compensation for violation of intellectual property rights	
22.1	The copyright of all plans, documents and other materials containing data and information provided to the Buyer by the Supplier shall remain the property of the Supplier. If this information was provided to the Buyer directly or through the Supplier by third parties, including suppliers of materials, the copyright in such materials shall remain the property of such third parties ¹
23. Patents and disclaimer	
23.1	The Supplier shall exempt the Buyer, provided that it complies with sub-clause 23.2 of the GCC, as well as its employees and officers, from all liability arising from litigation, legal actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including expenses and fees for legal representation, which it must bear as a result of the transgression or alleged infringement of patent rights. , use of model, registered design, trademark, copyright or other intellectual property right registered or already existing on the date of the Contract due to: a) the installation of the Goods by the Supplier or the use of the Goods in the country where the project is located; and b) the sale, in any country, of the products generated by the Goods. Such disclaimer shall not proceed if the Goods or any part thereof were used for purposes not provided for in the Contract or which could not reasonably be inferred from the Contract. Nor shall it cover any transgressions resulting from the use of the

General Conditions of Contract (GCC)	
	Goods or any part thereof, or from any product generated in association or combination with other equipment, plant or materials not supplied by the Supplier under the Contract.
23.2	If a proceeding or a claim is brought against the Buyer as a result of any of the situations set forth in clause 23.1 of the GCC, the Buyer shall promptly notify the Supplier and the latter, on its own account and on behalf of the Buyer, shall proceed with such process or claim, and shall conduct the necessary negotiations to reach an agreement with respect to such process or claim.
23.3	If within 28 (twenty-eight) days of the date on which it received such communication the Supplier fails to notify the Buyer of its intention to pursue such process or claim, the Buyer shall have the right to bring such actions on its own behalf.
23.4	The Buyer undertakes to provide the Supplier, upon request, with all possible assistance to enable it to carry out such process or claim, and the Supplier shall reimburse the Buyer all reasonable expenses incurred in doing so.
23.5	The Buyer shall exempt the Supplier from any liability, as well as its employees, officers and subcontractors, for any litigation, legal action or administrative proceeding, claim, demand, loss, damage, cost and expense of any nature, including attorneys' fees and expenses, that may affect it as a result of any transgression or alleged infringement of patent rights, utility model, registered design, trademark, copyright or other intellectual property right registered or already existing as of the date of the Contract that may arise from any design, data, plan, specification, or other documents or materials that have been supplied or designed by or on behalf of the Buyer.
24. Limitation of Liability	
24.1	(a) The Supplier shall have no contractual, tort or other liability to the Buyer for indirect or incidental loss or damage, loss of use, loss of production, or loss of profits or interest; this exclusion shall not apply to any of the Supplier's obligations to pay the Buyer the damages provided for in the Contract; and (b) the Total Liability of the Supplier to the Buyer, whether contractual, non-contractual or otherwise, may not exceed the Contract Price; such limitation of liability shall not apply to the costs arising from the repair or replacement of defective equipment nor does it affect the Supplier's obligation to hold buyer harmless for infringements of patent rights.
25. Subcontracting	
25.1	The Supplier shall notify the Buyer in writing of all subcontracts awarded under the Contract that were not specified in its bid. Such notice, in the original Bid or Subsequent Bids, shall not relieve the Supplier of any obligations, duties and commitments or liabilities under the Contract. No percentage greater than the maximum percentage of subcontracting permitted as determined in the PCC may be subcontracted.
25.2	All subcontracts shall comply with the provisions of clause 4 and 8 of the GCC.
26. Specifications and Standards	
26.1	The Goods and Related Services provided under this Contract shall conform to the technical specifications offered and the standards set forth in the "Requirements for Goods and Related Services" Section, and, where no reference is made to an applicable standard, the standard shall be equivalent to or superior to the official standards the application of which is appropriate in the country of origin of the Goods.
26.2	The Supplier shall have the right to disclaim its liability for any design, data, plan, specification, or other document, or for any modification thereof, provided or designed by or on behalf of the Buyer, by notifying the Buyer of such demarcation.

General Conditions of Contract (GCC)	
26.3	Where the Contract refers to codes and standards under which the Contract is to be executed, the edition or revised version of such codes and standards shall be as specified in the Requirements for Goods and Related Services. Any change to such codes or rules during the performance of the Contract shall apply only with the prior approval of the Buyer and such change shall be governed by clause 36 of the GCC.
26.4	In any case, if so, indicated in the PCC , the Goods must comply with the environmental requirements of the Bank and the Borrower/Beneficiary.
27. Packaging and documents	
27.1	The Supplier shall ensure the proper packaging of the Goods in optimal conditions in such a way as to withstand, without limitation, sudden handling and exposure to extreme temperatures, salt and precipitation, and open storage and to ensure that, during handling, the contents do not suffer damage or loss and preserve their quality during transport to the final destination indicated in the Contract and their storage in open spaces. The size and weights of the packing box shall consider, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
27.2	Packaging, identifications, and documentation on and off packages shall strictly comply with the instructions set forth in the Contract and any other requirements, if any, specified in the PCC and any other instructions provided by the Buyer.
28. Insurance	
28.1	The Goods supplied must be fully insured in a currency of free convertibility of an eligible country, against risk of loss or incidental damage occurring during manufacture, acquisition, transport, storage, and delivery, in accordance with the applicable Incoterms or as provided in the PCC .
29. Transport and related services	
29.1	The liability for the transport arrangement of the goods shall be in accordance with the applicable Incoterms, unless otherwise provided in the PCC .
29.2	The Supplier may be required to provide any or all of the following services, in addition to any additional services, if any, specified in the PCC : a) on-site operation or supervision of the assembly or commissioning of the Goods supplied. b) provision of tools for the assembly or maintenance of the Goods supplied. c) provision of a detailed operations and maintenance manual appropriate for each of the units of the Goods supplied. d) operation or supervision or maintenance or repair of the Goods supplied, for a period of time agreed between the Parties, it being understood that this service does not exempt the Supplier from any of the warranties of operation derived from this Contract; and e) training of the Buyer's personnel, at the Supplier's plant or at the delivery site, in connection with the assembly, start-up, operation, maintenance or repair of the Goods supplied.
29.3	The prices charged by the Supplier for related services, if not included in the Contract Price of the Goods, shall be agreed by the Parties in advance and shall not exceed the rates that the Supplier normally charges to other parties for similar services.
30. Inspections and testing of Goods	
30.1	The Supplier shall, at its own expense and at no cost to the Buyer, except as provided in sub-clause 30.3, carry out all tests or inspections of the Goods and Related Services as provided for in the PCC .

General Conditions of Contract (GCC)	
30.2	Inspections and testing may be carried out at the premises of the Supplier or its Subcontractor, at the place of delivery or at the place of final destination of the Goods or at another location in the Buyer's Country established in the PCC . In accordance with sub-clause 30.3 of the GCC, where such inspections or tests are carried out at the premises of the Supplier or its Subcontractors, inspectors shall be provided with all reasonable facilities and assistance, including access to production drawings and data, at no charge to the Buyer.
30.3	The Buyer or its designated representative shall have the right to witness the tests or inspections referred to in sub-clause 30.2 of the GCC, provided that it assumes all costs and expenses incurred by its participation, including, but not later, travel, accommodation, and food expenses.
30.4	When the Supplier is ready to carry out such tests and inspections, it shall promptly notify the Buyer indicating the place and time. The Supplier shall obtain from the third party, or the manufacturer concerned the permission or consent necessary to permit the Buyer or its designated representative to witness the tests or inspections.
30.5	The Buyer may require the Supplier to perform some tests or inspections that are not contemplated in the Contract, but that it deems necessary to verify that the characteristics and operation of the Goods comply with the codes of the technical specifications and standards established in the Contract. Reasonable additional costs and expenses incurred by the Supplier for such tests and inspections shall be in addition to the Contract Price. In addition, if such tests or inspections would impede the progress of manufacturing or the fulfilment of other obligations of the Supplier arising from the Contract, adjustments must be made to the delivery and completion dates and to the other obligations affected.
30.6	The Supplier shall submit to the Buyer a report of the results of such tests or inspections.
30.7	The Buyer may reject any of the Goods or any component thereof that fails testing or inspections or does not conform to specifications. The Supplier shall rectify or replace such rejected Goods or components or make such modifications as necessary to comply with specifications, at no cost to the Buyer. The Supplier shall also repeat the tests or inspections, at no cost to the Buyer once the Buyer is notified in accordance with sub-clause 30.4 of the GCC.
30.8	The Supplier agrees that neither the conduct of testing or inspections of the Goods or any part thereof, nor the presence of the Buyer or his representative, nor the issuance of reports pursuant to sub-clause 30.6 of the GCC shall relieve it of any warranties or other obligations arising out of the Contract.
31. Quality Assurance of Goods	
31.1	The Supplier warrants that all Goods to be delivered pursuant to the Contract are new, unused and of recent or current models and incorporate all recent design and material improvements, unless otherwise provided in the Contract.
31.2	In accordance with clause 26.2 of the GCC, the Supplier undertakes to ensure that all goods supplied are free from defects arising from their acts and omissions, or arising from design, materials, or manufacture, during normal use under the conditions prevailing in the country of final destination.
31.3	Unless otherwise stated in the PCC , the guarantee shall remain in force for 12 (twelve) months from the date on which the Goods, or any part thereof, as the case may be, have been delivered and accepted at the destination endpoint indicated in the PCC or 18 (eighteen) months from the date of shipment at the port or place of loading in the country of origin if that period ends first.

General Conditions of Contract (GCC)	
31.4	The Buyer shall notify supplier of the nature of the defects and shall provide all available evidence immediately after they have been discovered. The Buyer shall provide the Supplier with a reasonable opportunity to inspect such defects.
31.5	Upon receipt of such notice, the Supplier shall repair or replace, within the time limit set forth in the PCC , the defective Goods, or parts thereof, at no cost to the Buyer.
31.6	If the Supplier, after having been notified, does not correct the defects within the period established in GCC 31.5, the Buyer may, within a reasonable time, proceed to make the Quality Guarantee effective or, if this guarantee has not been constituted, take the necessary corrective measures, at the risk and cost of the Supplier and without prejudice to any other right that the Buyer may have against the Supplier under the Contract.
C. PAYMENT	
32. Contract Price	
32.1	The prices charged by the Supplier for the Goods provided and the Related Services provided under the Contract may not be different from those quoted by the Supplier in its Bid, except in the case of a price adjustment authorized in the PCC .
33. Form and terms of payment	
33.1	The Buyer will make payment of the Contract Price, including any advance payment if applicable in accordance with sub-clause 34.1 as specified in the PCC .
33.2	In order for the payment obligation to become enforceable, the Supplier must submit the request in writing and be accompanied by invoices describing, as appropriate, the Goods delivered and Related Services made for review and acceptance, as well as all documentation that protects the delivery of these to the full satisfaction of the Buyer, in accordance with the requirements, characteristics and deadlines defined in clause 19 of the GCC and stipulated in the Contract.
33.3	The Buyer will make payment for the invoice submitted by the Supplier within a period not exceeding 60 (sixty) days from the date on which the Supplier has submitted an invoice or request for payment and the Buyer has accepted it.
33.4	The currencies in which the Supplier will be paid under this Contract shall be those specified by the Supplier in its Bid.
33.5	If the Buyer fails to make any of the payments to the Supplier on the applicable due dates or within the time limit set forth in the PCC , the Buyer will pay interest on the amounts of the delinquent payments at the rate set forth in the PCC , for the period of the delay and until full payment has been made, either before or after any court judgment or arbitral award.
34. Advance Payment and Guarantee for the proper use of the advance	
34.1	If the PCC provides for the payment of an advance and in order to ensure the proper investment, application, amortization, deduction or return of the advance received prior to payment thereof, the Supplier shall provide the Buyer with a Guarantee for the entire amount paid as an advance in the same currency as the Contract Price and in the manner established in the PCC .
35. Settlement for damages	
35.1	Except as provided in clause 16 of the GCC, if the Supplier fails to deliver all or part of the Goods on the date(s) established or to provide the Related Services within the period specified in the Contract, the Buyer, without prejudice to other remedies available under the Contract, may deduct from the Contract Price, by way of settlement for damages, a sum equivalent to the percentage of the delivery price of the Overdue Goods or Services not provided established in the PCC for each week or part of the week of delay until the maximum of the percentage specified in said PCC is reached.

General Conditions of Contract (GCC)	
Once the maximum established has been reached, the Buyer may terminate the Contract in accordance with clause 38 of the GCC.	
D. MODIFICATION AND EARLY TERMINATION OF THE CONTRACT	
36. Change Orders and modifications to the Contract	
36.1	The Buyer may, by means of a change order notified to the Supplier, in accordance with the provisions of clause 11 of the GCC require changes to be made to the Contract in one or more of the following aspects: a) The plans, designs or specifications, in the event that the Goods are of special manufacture for the Buyer. b) the place of delivery. c) the form of shipment or packaging; and d) additional related services to be provided by the Supplier.
36.2	If any of these changes cause an increase or decrease in the cost or time necessary for the Supplier to comply with any of the obligations under the Contract, an equitable adjustment will be made to the Contract Price or the Delivery Plan and Compliance Schedule, or both, and the Contract will be modified as appropriate. The Supplier shall submit the request for adjustment to the Contract Price and/or Delivery Schedule arising from the change order within 28 (twenty-eight) days from the date on which it receives the Buyer's change order request.
36.3	The cost of additional Related Services that may be necessary but not included in the Contract and that are required to be provided by the Supplier pursuant to a change order shall be agreed upon in advance adjusted to the prices currently charged by the Supplier to third parties for similar services.
36.4	Subject to the foregoing, no changes or modifications will be made to the Contract except by a written amendment signed by both Parties.
37. Extension of time limits	
37.1	If at any time during the performance of the Contract the Supplier or its Subcontractors encounter conditions that would prevent the timely delivery of the Goods or the completion of the Related Services in accordance with clause 19 of the GCC, the Supplier shall immediately inform the Buyer in writing of the delay, the possible duration, and the cause. As soon as possible after receiving communication from the Supplier, the Buyer will assess the situation and, at its discretion, may extend the Supplier's compliance period. In such a case, both Parties shall ratify the extension by means of an amendment to the Contract.
37.2	Except in the event of Fortuitous or Force Majeure, as provided in clause 16 of the GCC, any delay in the performance of its Delivery and Completion obligations shall expose the Supplier to the imposition of liquidation for damages in accordance with clause 35 of the GCC, unless an extension is agreed under sub-clause 37.1 of the GCC.
38. Early termination of the Contract	
38.1	<u>Termination for Breach</u> a) The Buyer, without prejudice to other remedies provided for in cases of breach of the Contract, may terminate the Contract in whole or in part by sending a written notice of breach to the Supplier: i. if the Supplier does not deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Buyer in accordance with the provisions of clause 37 of the GCC. ii. If the Supplier fails to comply with any other obligation arising from the Contract.

General Conditions of Contract (GCC)

- or
- iii. if the Supplier, in the opinion of the Buyer, during the bidding process or the execution of the Contract, has participated in acts of fraud and corruption, as defined in clause 4 of the GCC.
 - b) In the event of total or partial early termination of the Contract for breach, in accordance with clause 38.1(a) of the GCC, the Buyer may acquire, on such terms and in such manner as it deems appropriate, Goods or Related Services similar to those not delivered or unrealized and the Supplier shall be liable to the Buyer for any additional costs incurred by the Buyer for such similar Goods or Related Services. However, the Supplier will continue to be obliged to complete the performance of those obligations to the extent that they have remained unfinished.

38.2 Termination by Insolvency

- a) The Buyer may, by written communication to the Supplier, terminate the Contract without liability if the Supplier is declared by the competent authority, in bankruptcy, suspension of payments, bankruptcy or liquidation or in any similar situation affecting its assets.
- b) In such case, the termination will be without any compensation to the Supplier, provided that such termination does not prejudice or affect any right of action or remedy that it has or may subsequently have towards the Buyer.

38.3 Termination for Prohibited Practices

The Buyer may, by written notice, unilaterally terminate the Contract if in its judgment it believes that the Supplier has engaged in prohibited practices, as set forth in the Bank's Prohibited Practices Policies, as defined in clause GCC 4 when competing for the contract or its performance.

38.4 Termination due to unforeseeable circumstances or force majeure

When an event of any fact that constitutes a fortuitous event or force majeure interrupts or suspends the possibility of the performance of any of the substantial obligations of either Party for a continuous period of ninety (90) days, and the Parties are unable to reach an agreement to modify the terms of the Contract during such period the Supplier shall have the right to request the termination of the Contract and the Buyer shall terminate and, where appropriate, terminate the Contract.

38.5 Termination for Buyer's convenience

- a) The Buyer, by means of a communication sent to the Supplier, may terminate the Contract in whole or in part at any time for reasons of convenience. The termination notice shall indicate that the termination is for Buyer's convenience, the extent of termination of the Supplier's responsibilities under the Contract and the effective date of such termination.
- b) Goods that are already manufactured and ready to ship within 28 (twenty-eight) days of the date on which the Supplier receives notice of termination from the Buyer shall be accepted by the Buyer in accordance with the terms and prices set forth in the Contract. As for the rest of the Goods, the Buyer may choose between the following options:
 - i. that any portion is completed and delivered in accordance with the terms and prices of the Contract; or
 - ii. that the rest be cancelled, and an agreed sum be paid to the Supplier for those Goods or Related Services that have been partially completed and for the materials and spare parts previously purchased by the Supplier.

39. Cession

General Conditions of Contract (GCC)

- 39.1 The Supplier shall not assign, transfer, compromise or otherwise have access to the Contract or any part thereof or the rights, titles or under this Contract. Failure to comply with this obligation shall be grounds for termination of the Contract.

40. Export restrictions

- 40.1 Notwithstanding any obligation contained in the Contract to comply with all export formalities, any export restriction attributable to the Buyer, the Buyer's Country or use of the products/goods, systems, or services to be supplied, arising from commercial regulations of a supplier country of the products/goods, systems, or services, and preventing the Supplier from fulfilling its contractual obligations, shall release the Supplier from the obligation to provide goods or services. The foregoing shall have effect provided that the Supplier can demonstrate, to the satisfaction of the Bank and the Buyer, that it has promptly complied with all formalities, such as the application for permits, authorizations, and licenses necessary for the export of the products/goods, systems, or services in accordance with the terms of the Contract. The Contract shall terminate on this basis for the Buyer's convenience as set forth in sub-clause 38.4.

Particular Conditions of Contract

Particular Conditions of Contract

The following Particular Conditions of the Contract (PCC) will supplement and/or vary the General Conditions of the Contract (GCC). In the event of a conflict, the provisions set forth herein shall prevail over those of the GCC.

Ref to GCC	Particular Conditions of Contract
A. GENERAL PROVISIONS	
1.1 (c)	The Buyer is: Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance
1.1 (k)	The Buyer's country is: Belize
1.1 (n)	The Borrower/Beneficiary is: The Government of Belize
1.1 (s)	Project Location: Belize City & Belmopan
3.3 (a)	The version of the edition of the Incoterms will be: 2020
3.3 (b)	The meaning of the commercial terms will be that established in the Incoterms. If the meaning of any commercial term and the rights and obligations corresponding to the parties does not correspond to that established in the Incoterms, it must correspond to that established in: Incoterms 2020
5.1	The language will be: English
6.1	The applicable law shall be: The Laws of Belize
7.1	The person designated by the JV to act as its representative for the purposes of the contract is (name of the common representative of the JV, who has the authority to enter into obligations and receive instructions for and on behalf of each and every member of the JV.) (Delete in case the adjudicated is not a JV)
8.1	The Supplier and its subcontractors can originate from any country.
8.2	Goods and related services to be supplied under the Contract may originate in any country,
9.1	Indicate the information considered strictly confidential: ALL bidding documents and attached supplementary documents in tendering processes.
11.1	The Buyer's address for receiving communications and notifications shall be: Attention: Project Coordinator Physical address: 1904 Constitution Drive, Second Floor, Unit 3 City: Belmopan City, Cayo District Postal Code: N/A Country: Belize E-mail address: projectmanager.rsp@met.gov.bz copied to adminassistant.bisp@met.gov.bz The address of the Supplier for the receipt of communications and notifications will be: Attention: <i>(indicate the full name of the person, if applicable)</i> Physical address: <i>(indicate full address, including floor number or office number, if applicable)</i> City: <i>(indicate city name)</i> Postal Code: <i>(insert zip code)</i> Country: <i>(indicate country)</i>

Ref to GCC	Particular Conditions of Contract
	E-mail address: <i>(indicate e-mail address)</i>
12.3	The out-of-court process of conciliation, mediation, amicable composition to which the differences that may arise between the Parties in connection with the execution of the contract may be subject shall be in accordance with the following: If any dispute or differences arises out of or in connection with the Contract, representatives of the Parties with authority to settle the dispute will, within fourteen (14) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will resort to clause (12.4), sub-clause (a) or (b) as maybe applicable, in order to settle the dispute.
12.4	The period within which the parties shall resolve the dispute or dispute before informing the other party of intentions to commence arbitration proceedings shall be 45 (Forty-five) days from the date of notification of the dispute by either Party. The rules of procedure for arbitration proceedings, in accordance with clause 12.4 of the GCC, shall be as follows: <i>"Clause 12.4 (a) shall be maintained in the case of a Contract with a Foreign Supplier, and clause 12.4 (b) in the case of a Contract with a citizen of the Buyer's Country"</i> a) Contract with a foreign Supplier: If the Buyer selects the UNCITRAL Arbitration Rules, it must include the following model clause: CGC 12.4 (a): Any dispute, controversy or claim arising out of connection with this Agreement, or its breach, invalidity or termination, shall be resolved by arbitration in accordance with the then-current UNCITRAL Arbitration Rules. b) Contracts with Suppliers, citizens of the Country of the Buyer: If the Supplier is a citizen of the Buyer's Country, any dispute arising between them in connection with the Contract shall be submitted to arbitration in accordance with the laws of the Buyer's Country, or subject to judicial process if the parties deem it appropriate.
13.2	The minimum period during which the Supplier and its subcontractors must maintain records and documents related to the Contract shall be 5 years .
14.1	The Buyer's authorized representative for purposes of performance of the Contract is:, Carlos Pol, CEO. Ministry of Finance, Investment, Economic Transformation, Civil Aviation, and E-Governance The authorized representative of the Supplier for the purposes of the performance of the Contract is: <i>(indicate the name of the authorized person as the Supplier's representative)</i>
15.1	The date set shall be: 10 (Ten) days before the date of submission of bids.
B. SCOPE OF SUPPLY AND SUPPLIER'S OBLIGATIONS	

Ref to GCC	Particular Conditions of Contract
19.2	The following shipping documents and other documents will be delivered by the Supplier to the Buyer prior to the arrival of the Goods: • Copies of the Supplier's invoice showing Goods description, quantity, unit price, total amount; • Original and 5 copies of the negotiable, clean, on-board bill of lading marked freight prepaid and 5 copies of non-negotiable bill of lading; • Copies of packing list identifying contents of each package; • Insurance certificate; • Manufacturer's/supplier's guaranty/warranty certificate; • Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and • Certificate of origin. The Buyer shall receive the above-mentioned documents prior to the arrival of the Goods; if it does not receive such documents, all consequential expenses shall be borne by the Supplier.
21.1	Contract Performance Guarantee will be required within 28 days after contract signing, with a validity period of 240 days. "The amount of the Guarantee shall be: 10% of Contract Value.
21.3	If a Performance Guarantee is required, it must be presented in the form of: a Bank Guarantee
21.4	The release of the Performance Guarantee will take place: 30 days after completion of Supplier's Performance Obligation
25.1	Where applicable, the maximum percentage of subcontracting is 30% of the total amount of the contract price.
26.4	The Supplier must comply with the following requirements relating to environmental sustainability: "DOES NOT APPLY"
27.2	Packaging, identification, and documentation inside and outside packages shall be as follows: N/A.
28.1	The liability for insurance coverage of the Goods will be that established in the Incoterms 2020.
29.1	The responsibility for the transport of the Goods will be in accordance with the Incoterms. "Supplier is obligated under the terms of the Contract to transport the Goods to the final destination within the Buyer's country, defined as the Project Site; transportation to such location, including insurance and storage, as stipulated in the Contract, shall be arranged by the Supplier, and all related expenses shall be included in the Contract Price", or other commercial terms as may be agreed.
29.2	The related services to be provided are: NONE
30.1	Inspections and tests shall be as follows:

Ref to GCC	Particular Conditions of Contract
	The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's works and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items conform to the laid down specification. The Purchaser or its representative may inspect and /or test the items to confirm their conformity to the contract specifications, on receipt at destination. If the items fail to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee.
30.2	Inspections and tests will be carried out in: Belize
C. PAYMENT	
31.3	The period of validity of the Warranty is 3 years. For the purposes of the Warranty, the place of final destination will be Belize City, Belize, Central America GCC 31.3. In partial modification of the clauses, the warranty period of the Goods will be 3 years of operation or 36 months from the date of acceptance of the Goods. The Supplier must, in addition, comply with the guarantees of operation or consumption specified in the Contract. If, for reasons attributable to the Supplier, these warranties are not respected in whole or in part, the Supplier shall, at its discretion: a. Make, at its own expense, those changes, modifications or additions to the Goods or any part of them that are necessary to achieve the guarantees specified in the Contract and implement the tests contemplated in clause 30.7 of the GCC.
31.5	The deadline for repairing or replacing the goods will be 45 (Forty- Five) days from the notification of the defect detected.
32.1	The prices of the Goods supplied, and the related Services provided, will not be adjustable.
33.1	GCC 33.1: The form and terms of payment to the Supplier under the Contract shall be as follows: Payment of Imported Goods: The payment of the part in foreign currency will be made in Belize Dollars as follows: (i) Advance: 20% (twenty percent) of the Contract Price will be paid within thirty 30 (thirty) days of signing the Contract, upon request for payment and presentation of a bank guarantee for the equivalent and valid amount until the Goods have been delivered in the manner set forth in the Bidding Document or in such other manner as the Buyer deems acceptable. (ii) Upon delivery of the goods: 50% (fifty percent) of the Contract Price of the Goods/Equipment received will be paid within thirty (30) days of receipt of the

Ref to GCC	Particular Conditions of Contract
	submission of a payment request and presentation of the documents specified in clause 19 of the GCC. (iv) Upon inspection and acceptance of the goods/equipment: 30% (thirty percent) of the contract price of the goods received will be paid within 30 (thirty) days of receipt of the submission of a payment request accompanied by a certificate of acceptance issued by the Buyer. The payment of the part in national currency will be made in Belize Dollars within thirty (30) days following the submission of a payment request accompanied by a certificate from the Buyer indicating that the Goods have been received and accepted and that all other contracted services have been fulfilled. Payment for Goods and Services supplied from the Buyer's Country: Payment for goods and services supplied from the Buyer's country will be made in Belize Dollars as follows: i. Advance: 20% (twenty percent) of the Contract Price will be paid within 30 days (thirty days) of the presentation of a receipt and a bank guarantee for an equivalent amount, in the manner set forth in the Bidding Document or in such other form as the Buyer deems acceptable. ii. Upon delivery of the Goods: 50% (fifty percent) of the Contract Price will be paid at the time of receipt of the Goods, upon presentation of the documents specified in clause 19 of the GCC. iii. Upon inspection and acceptance of the goods/equipment: 30% (thirty percent) of the Contract Price will be paid to the Supplier within 30 days (thirty days) of the date of the certificate of acceptance of the respective delivery, issued by the Buyer.
33.5	The payment period after which the Buyer shall pay interest to the Supplier is 45 (Forty-Five) days. <i>The interest rate to be applied will be based on the prevailing interest rate for commercial borrowing, which is currently being reported at 8.4% for the year 2026.</i>
34.1	Advance will be granted. The advance will be for a maximum amount of 20% (twenty percent) of the Contract Price, prior to the presentation by the Supplier of a guarantee of good use of the advance for 100% (one hundred percent) of the amount granted, valid for 6 (six) months or until the full amortization or refund of the advance paid. The guarantee will be constituted by: <i>a Bank Guarantee or a Performance Bond. The Performance security shall be denominated in United States Dollars.</i> Appendix 4 – Guarantee Forms – defines forms with the minimum content that the advance guarantee must present through a bond or a bank guarantee.

Ref to GCC	Particular Conditions of Contract
35.1	The value of the liquidated damages settlement will be: .05 % per week. The maximum amount of the liquidated damages settlement will be: 10 % (ten percent).

APPENDIX 1: Integrity Provisions

A. Counterparties and their Associates:

All natural or legal persons who participate or provide services in projects or operations, whether in their capacity as bidders, borrowers, sub-providers, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, beneficiaries of donations (and all their employees, representatives and agents), as well as any other type of similar relationship, hereinafter referred to as Counterparties and their Associates, shall refrain from performing any act or action that is framed or may be classified as a Prohibited Practice as established in paragraph B of this Appendix.

B. Prohibited Practices:

CABEI has established a Reporting Channel as the mechanism for reporting and investigating irregularities, as well as the commission of any Prohibited Practice, in the use of CABEI funds or funds administered by CABEI.

For the purposes of this contract, prohibited practices are understood as the following:

- i. **Fraudulent Practice:** Any fact or omission, including misrepresentation of facts and circumstances, that deliberately or negligently misleads or attempts to deceive any party for financial or other gain, own or from a third party or to evade an obligation in favor of another party.
- ii. **Corruptive Practice:** It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party.
- iii. **Coercive Practice:** Consists of harming or causing harm; or threaten to harm or cause harm, directly or indirectly, to any party or its property in order to unduly influence the actions of a party.
- iv. **Collusive Practice:** Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party.
- v. **Obstructive Practice:** Consists of: (a) deliberately destroying, falsifying, altering or concealing material evidence for an investigation, or making false statements in investigations, in order to prevent an investigation into allegations of corrupt, fraudulent, coercive or collusive practices; and/or threatening, harassing or intimidating either party to prevent them from disclosing their knowledge of issues relevant to the investigation, or to prevent the investigation from proceeding; or (b) intentionally take action to physically impede CABEI's exercise of contractual rights to audit and access to information.

C. Declarations and Obligations of Counterparties:

The Counterparty(s) will transfer to its Related Parties (sub-agents, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, offerors, beneficiaries of donations and similar) the following statements and must expressly establish them in the contractual documentation that governs the relationship between the Counterparty(s) and its Related Parties. The foregoing shall apply to operations financed with CABEI resources or administered by CABEI, in order to prevent them from incurring in the commission of Prohibited Practices, obliging both the Counterparty and its Related Parties to comply with the actions and decisions that CABEI deems relevant, in case of verifying the existence of any of the Prohibited Practices described in paragraph (B) of this Appendix.

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Individual Statements of Counterparties

The Counterparties declare that:

- i. They know CABEL's Reporting Channel, as a mechanism to report and investigate irregularities or the commission of any Prohibited Practice in the use of CABEL funds or funds administered by it.
- ii. Keep all documents and records related to activities financed by CABEL for a period of ten (10) years, counted from the end of this contract.
- iii. As of the date of this contract have not been committed in their own way or through related (employees, representatives, and agents) or any other type of analogous relationship, Prohibited Practices.
- iv. All the information presented is truthful and therefore has not misrepresented or concealed any fact during the processes of eligibility, selection, negotiation, tendering and execution of this contract.
- v. Neither they, nor their directors, their staff, contractors, consultants, and project supervisors (i) are disqualified or declared by an entity as ineligible to obtain resources or award contracts financed by any other entity, or (ii) have been found guilty of crimes related to Prohibited Practices by the competent authority.
- vi. None of its directors and officers has been a director, officer, or shareholder of an entity (i) that is disqualified or declared ineligible by any other entity, (ii) or has been found guilty of an offence related to Prohibited Practices by the competent authority.

Obligations of Counterparties

The following are obligations of the Counterparties:

- i. Not to engage in any Prohibited Practice in CABEL's programs, projects or operations financed with CABEL's own funds or funds administered by CABEL.
- ii. Report during the process of selection, negotiation, and execution of the contract, through the Reporting Channel, any irregularity or the commission of any Prohibited Practice related to the projects financed by CABEL or with the funds administered by it.
- iii. Reimburse, at CABEL's request, the expenses or costs related to the activities and investigations carried out in connection with the commission of Prohibited Practices. All expenses or costs referred to above must be duly documented, being obliged to reimburse them at the request of CABEL within a period not exceeding ninety (90) calendar days from the receipt of the notification of collection.
- iv. Grant unrestricted access to CABEL or its duly authorized representatives to visit or inspect the offices or physical facilities, used in connection with projects financed with CABEL's own funds or administered by it. Likewise, they will allow and facilitate the conduct of interviews with their shareholders, directors, executives or employees of any status or salary relationship. In the same way, they will allow access to the physical and digital files related to said projects or operations and must provide all the collaboration and assistance that is necessary, in order to properly execute the planned activities, at the discretion of CABEL.
- v. Respond within a reasonable period of time to inquiries related to any inquiry, inspection, audit, or investigation coming from CABEL or any appropriately appointed investigator, agent, auditor, or consultant, whether by written, virtual or verbal means, without any restriction.

- vi. Attend and observe any recommendation, requirement or request issued by CABEL or any person duly designated by it, related to any of the aspects related to the operations financed by CABEL, their execution and operability.

The Statements and Obligations made by the Counterparties contained in this paragraph C are true and will remain in force from the date of signature of this contract until the date on which the amounts owed under it are paid in full.

D. Audit and Investigation Process:

Prior to determining the existence of irregularities or the commission of a Prohibited Practice, CABEL will reserve the right to execute the audit and investigation procedures that assist it, being able to issue an administrative notification derived from the analyses, evidence, evidence, results of the investigations and any other available element that is related to the fact or Prohibited Practice.

E. Recommendations:

When the existence of irregularities or the commission of a Prohibited Practice is determined, CABEL will issue the actions and recommendations listed below, without being limiting, these being of observance and mandatory compliance. The foregoing, without prejudice to CABEL having the power to report the corresponding case to the competent local authorities:

- i. Issuance of a written reprimand.
- ii. Adoption of measures to mitigate the risks identified.
- iii. Suspension of disbursements.
- iv. Disobligation of resources.
- v. Request the advance payment of resources.
- vi. Cancel the business or contractual relationship.
- vii. Suspension of procurement processes or procedures.
- viii. Request for additional warranties.
- ix. Execution of bonds or guarantees.
- x. Any other applicable course of action under this agreement.

F. List of Prohibited Counterparties:

CABEL may include counterparties and their related parties in the List of Prohibited Counterparties, which it has instituted for this purpose. The temporary or permanent disqualification from said List of Prohibited Counterparties will be determined on a case-by-case basis by CABEL.

CABEL will give counterparties and their associates the opportunity to present their defense arguments, through the conduct of an administrative procedure. This includes, but is not limited to, CABEL's right to share or make public the contents of that list.

This Appendix forms an integral part of this agreement, and the Counterparty accepts each of the provisions set forth herein.

APPENDIX 2: NOTIFICATION OF INTENTION TO AWARD

(This Notice of Intent to Award will be sent to each Bidder who has submitted a Bid)

At the attention of the Bidder's Representative

Name: *(insert name of the Representative of the bidder)*

Address: *(indicate the address of the Authorized Representative)*

Phone Numbers: *(insert the Phone/Fax Numbers of the Authorized Representative)*

E-mail address: *(insert e-mail address of the Authorized Representative)*

(IMPORTANT: Insert the date on which this Notice is transmitted to the bidders. The Notice must be sent to all bidders simultaneously. This means on the same date and as close as possible at the same time.)

DATE OF TRANSMISSION: This notification is sent by: *(email)* on *(date)* *(local time)*

Notification of Intention to Award

Buyer: *(insert Buyer's name)*

Project: *(insert project name)*

Contract title: *(indicate the name of the contract)*

Country: *(insert the country where the procurement is made)*

Loan number / credit number / donation number: *(indicate the reference number of the loan/credit/grant)*

Procurement No: *(insert procurement reference number)*

The result of the process is:

1. Successful bidder

Name	<i>(Indicate the name of the selected bidder)</i>
Address:	<i>(Indicate the address of the selected bidder)</i>
Contract Price:	<i>(Indicate the Price of the selected bid)</i>

2. Other bidders

Name of the bidder	Bid Price	Evaluated price (If applicable)
<i>(Indicate the name)</i>	<i>(Include the bid price)</i>	<i>(Include the evaluated price)</i>
<i>(Indicate the name)</i>	<i>(Include the bid price)</i>	<i>(Include the evaluated price)</i>
<i>(Indicate the name)</i>	<i>(Include the bid price)</i>	<i>(Include the evaluated price)</i>
<i>(Indicate the name)</i>	<i>(Include the bid price)</i>	<i>(Include the evaluated price)</i>
<i>(Indicate the name)</i>	<i>(Include the bid price)</i>	<i>(Include the evaluated price)</i>

3. Reason why the bid was unsuccessful.

Indicate the reason why this bidder's bid was unsuccessful.

4. Deadline for submitting protests or complaints÷

With this Notification of Intention to Award, you are notified of our decision to award the above-mentioned contract, with this transmission begins the period during which you can submit protests to the notified result, in accordance with the provisions of sub-clause 38.2 of the ITB.

If you have any questions about this Notice, please do not hesitate to contact us.

On behalf of the Buyer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

APPENDIX 3: LETTER OF ACCEPTANCE

(Buyer's letterhead)

Date: (indicate the date)

To: (name and address of the bidder)

Subject matter: Notification of Award of Contract No.

We hereby notify you that your Bid of date *(date of receipt of offers)* for the execution of *(name and identification number of the process, in accordance with the content of numeral 1.1 of the BD)* for the accepted amount of *(amount in figures and in words and currency)*, with the rectifications and modifications that have been made in accordance with the Instructions to Bidders, has been accepted by our representative.

We request you to submit:

- i. The Performance Guarantee within a period of 28 days, after receipt of this letter of Acceptance, in accordance with the conditions of the contract using the Contract Performance Guarantee form.
- ii. Documentation according to paragraph 45. 1 of the BD.

Authorized signature: _____

Name and title of signatory: _____

Buyer's Name: _____

Attached: Model contract

APPENDIX 4: GUARANTEE FORMS

This Appendix to the Terms of Contract contains forms which, once completed, will form part of the Contract. The forms for the Performance Guarantee and for the Advance Payment Guarantee, when required, must be completed only by the selected Supplier, after the award of the Contract.

Contract Performance Guarantee (Bond)
At first request

(The selected Bidder shall provide this guarantee in accordance with the instructions in brackets, if the Buyer requests this type of guarantee)

No. Contract Performance Bond: *(Indicate the identification number of the Bond)*

By this Bond *(indicate the name and address of the Supplier)* as principal (hereinafter "the Supplier") and *(indicate the name, legal title and address of the guarantor, guarantor or insurance company)* as Guarantor (hereinafter "the Guarantor") are obligated and firmly commit to *(indicate the name and address of the Buyer)* as Buyer (hereinafter "the Buyer") in the amount of *(indicate the amount of bond)* *(indicate the amount of the bond in words)*⁴, to which payment in legal form, in the types and proportions of currencies in which the Contract Price must be paid, we, the Supplier and the Guarantor mentioned above commit and bind collectively and jointly and severally to our heirs, executors, administrators, successors and assigns to these terms through the present.

Whereas the Supplier has entered into with the Buyer a Contract dated⁵ *(indicate the number)* days of *(indicate the month)* of *(indicate the year)* to *(indicate the name of the Contract)* in accordance with the documents, plans, specifications, and modifications thereto which, to the extent provided herein, constitute by reference an integral part thereof and are referred to as, hereinafter, the Contract.

Therefore, the Condition of this Obligation is such that if the Supplier promptly and faithfully complies with said Contract (including any modification thereof), said obligation will be nullified and, otherwise, will have full force and effect. At any time that the Supplier is in violation of the Contract, and that the Buyer so declares, fulfilling on his part with the obligations at his expense, and after sending a first request in writing, without the Buyer having to support his request, the Guarantor must proceed immediately to pay the Buyer the amount required by the latter to carry out the Contract in accordance with the conditions of the same , up to a total not exceeding the amount of this bond.

The Guarantor hereby agrees that its obligation is irrevocable and shall remain in full force and effect *(indicate the duration of the warranty, which may be one of the following options:* (a) specific date equaling 30 days from the date of performance of the supplier's obligations under the contract, including obligations relating to security rights in the assets, or (b) specific date indicated in PCC clause 21.4. The Guarantor shall not be liable for an amount greater than the specific penalty constituting this bond." No person or company of the Buyer referred to herein or his heirs, executors, administrators, successors, and assigns shall have or exercise any right under this bond.

In witness whereof, the Supplier has signed and stamped its seal on this document, and the Guarantor has stamped its institutional seal on this document, duly attested by the signature of its legal representative, within *(indicate the number)* days of *(indicate the month)* of *(indicate the year)*.

⁴ The Guarantor must indicate the amount equivalent to the percentage of the Contract price specified in the PCC, expressed in the currency(s) of the Contract.

⁵ Date of the letter of acceptance or contract.

Signed by *(indicate the signature(s) of the authorized representative(s))*
On behalf of *(Name of Supplier)* as *(indicate title)*

In the presence of *(indicate the name and signature of the witness)*
Date *(enter date)*

Signed by *(indicate the signature(s) of the Authorized Representative(s) of the Guarantor)*
On behalf of *(name of the Guarantor)* as *(indicate the title)*

In the presence of *(indicate the name and signature of the witness)*
Date *(enter date)*

Contract Performance Guarantee
(Bank Guarantee- At first request)

(The selected Bidder must provide this guarantee in accordance with the instructions indicated in brackets if the Contracting Party requests this type of guarantee).

(Letterhead or Swift Identification Code of the Guarantor)

(Indicate the Name of the Bank, and the address of the branch or office issuing the guarantee)

Beneficiary: *(indicate name and address of the Buyer)*

Procurement No.: (indicate the reference number of the Invitation to Bidding)

Date: *(indicate the date of issue)*

PERFORMANCE GUARANTEE No.: (indicate the reference number of the Guarantee)

We have been informed that *(indicate the full name of the Supplier which in the case of a JV, will be that of the JV hereinafter "the Supplier")* has entered into Contract No. *(indicate the contract reference number)* of date *(indicate date)* with the Beneficiary, for the supply of *(indicate the name of the contract and a brief description of the related Goods and Services)* (hereinafter "the Contract").

Likewise, we understand that, in accordance with the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we *(indicate the name of the Bank)*, as Guarantor hereby irrevocably undertake to pay to your entity a sum or sums not exceeding a total amount of *(indicate the figure in numbers)*, *(indicate the figure in words)*⁶; which will be paid by us in the types and proportions of currencies in which the Contract is to be paid, upon receipt at our offices of your first written request, accompanied by a written communication stating that the Supplier is in violation of its obligations under the terms of the Contract, without its entity having to support its claim or the sum claimed in that regard."

This guarantee will expire no later than *(indicate date)*⁷, and any related request for payment must be received by us at the office indicated, on or before such date. This warranty is subject to the "ICC Uniform Rules for Demand Guarantees", Revision 2010 ICC Publication No. 758, with the exception of the statement under Article 15(a) which is excluded herein*.

_____ (Signature(s))

*Note: *(For the information of the Executing Agency: Article 15 (a) states: "Conditions of the request: (a) A request for a guarantee must be accompanied by those documents that the guarantee specifies, and in any case by a declaration of the beneficiary indicating in what aspect*

⁶ It represents the percentage of the Contract Price stipulated in the Contract and denominated in the currency(s) of the Contract¹

⁷ Indicate the date thirty days after the expected date of termination in accordance with clause GCC 21.4. The Supplier shall be aware that in the event that an extension of this date of termination of the Contract is granted and shall need to request from the Guarantor an extension of this period. Such request must be in writing and must be made before the expiry date set out in the guarantee. In preparing this guarantee, the Buyer may consider including the following text to the form at the end of the penultimate paragraph: "The Guarantor undertakes to grant an extension of this guarantee for a period not exceeding (six months) (one year), in response to a written request from the Beneficiary, which must be submitted to the Guarantor prior to the expiration of the guarantee."

the Supplier has breached its obligations with respect to the underlying relationship. This statement may form part of the request or constitute a separate, signed document that accompanies or identifies the request.)

**Advance Payment Bond Form
At first Request**

(The selected Bidder must provide this guarantee in accordance with the instructions indicated in brackets, if the Contracting Party requests this type of guarantee)

Beneficiary: *(indicate the name and address of the Buyer)*

Date: *(enter the date of issue)*

ADVANCE PAYMENT BOND No: *(enter the reference number of the security)*

Guarantor: *(indicate the name and address of the place of issue, unless it appears on the letterhead)*

Security granted before *(indicate name of the Buyer)* "The Buyer" to guarantee by the Supplier: *(name of the Supplier)* the due and correct application or refund of the total or partial amount, if any, of the advance granted up to the amount of *(indicate the amount of the advance in number and letter, in the different currencies in which it is granted)* which is equivalent to *(indicate percentage)* of the amount agreed by means of a contract for the supply of goods from which this guarantee derives.

This percentage will be applied precisely in the terms described in Clause 33 of the contract number *(indicate reference number of the Contract)* called *(indicate name of the contract)* of date *(indicate date of conclusion of the Contract)* relating to: *(insert the object of the contract as specified in the contract itself)* with a total amount for the amount of *(indicate price of the Contract in number and letter expressed in the different currencies of the bid)*.

The Guarantor states:

- a. The bond is granted in accordance with and in accordance with all the stipulations contained in the contract, to guarantee the due investment of the total amount of the advance that *(name of the Buyer)* grants to *(name of the Supplier)* and undertakes to pay up to the amount that amounts this deposit in case its trust does not comply with the obligations that are secured, or the contract is terminated.
- b. The bond is issued irrevocably and will be payable in favor of "The Buyer" upon receipt of the first written request of the Contracting Party, without "The Contracting Party" having to support his request."
- c. In the case of granting extensions or waits to the Supplier derived from the formalization of agreements of extension to the amount, the modification of the policy must be obtained and in the case of extension of the term of the contract, its validity will be automatically extended in accordance with any extension or wait, even if they have been requested and authorized extemporaneously.
- d. When the Supplier has fulfilled the obligations of the Contract and the Latter makes the entire payment unconditionally, the Contracting Party must release the respective bond as long as it is appropriate in the terms stipulated herein.
- e. In order to cancel the security, the express written authorization of *(insert name of the Contracting Party)* will be an essential requirement, which will produce it when the amount of the advance has been amortized or returned in full.
- f. This bond shall be in effect during the conduct of all legal remedies or lawsuits that are filed and until a final decision is issued by the arbitrator or competent authority.
- g. Any proceedings under this bond shall commence within one year of the date of termination of the contract.
- h. No person or company of the Buyer referred to herein or his heirs, executors, administrators, successors, and assigns shall have or exercise any right under this bond.

In witness whereof, the Supplier has signed and stamped its seal on this document, and the Guarantor has stamped its institutional seal on this document, duly attested by the signature of its legal representative, within *(indicate the number)* days of *(indicate the month)* of *(indicate the year)*.

Signed by *(indicate the signature(s) of the authorized representative(s))*
On behalf of *(Name of Supplier)* as *(indicate title)*

In the presence of *(indicate the name and signature of the witness)*
Date *(enter date)*

Signed by *(indicate the signature(s) of the Authorized Representative(s) of the Guarantor)* On
behalf of *(name of the Guarantor)* as *(indicate the title)*

In the presence of *(indicate the name and signature of the witness)*
Date *(enter date)*

Advance Payment Bank Guarantee
Guarantee at first request.

(The bank, at the request of the Supplier, will complete this form in accordance with the instructions indicated)

(Guarantor's SWIFT letterhead or Identification Code)

(Indicate the Name of the Bank, and the address of the branch or office issuing the guarantee)

Beneficiary: *(indicate name and address of the Buyer)*

Procurement No.: *(indicate reference number of the Invitation for Bidding or the selection process)*

Date: *(indicate the date of issue)*

Guarantor: *(indicate the name and address of the place of issue, unless indicated on the letterhead)*

ADVANCE GUARANTEE No.: *(indicate the reference number of the Guarantee)*

We have been informed that *(please indicate the full name of the Supplier; which in the case of a JV will be the name of this association if it is legally constituted or to be constituted, or the names of its members)* (hereinafter "The Supplier") has entered into Contract No. *(indicate the reference number of the contract)* called *(indicate the name of the contract, if any)* date *(indicate date)* with the Beneficiary, for the supply of *(indicate the name of the contract and a brief description of the goods and related services)* (hereinafter "the Contract").

Likewise, we understand that, in accordance with the conditions of the Contract, an advance payment of an amount of *(indicate the amount in words)* *((indicate the amount in numbers))* must be made against an Advance Guarantee.

At the request of the Supplier, we *(indicate the name of the Bank)*, hereby irrevocably obligate ourselves to pay the Beneficiary any sum or sums that in total do not exceed the amount of *(indicate the amount in words)* *((indicate the amount in numbers))*⁸ against the receipt of your first written request accompanied by a statement of benefit in the solicitation or in a separate document signed, stating that the Supplier: (i) has used the advance payment for purposes other than the delivery of the Goods; or (ii) has not repaid the advance payment in accordance with the terms of the Contract, specifying the amount that the Supplier has stopped paying.

Any request submitted under this guarantee may be submitted after the presentation to the Guarantor of a certificate from the Guarantor's Bank certifying that the advance payment referred to in this guarantee has been credited to the Supplier in the account number *(indicate number)* in *(indicate name and address of the payer's bank)*.

⁸ The Bank shall insert the amount established in the PCC and denominated as set forth in the PCC and denominated in any of the currencies of the Advance Payment as stipulated in the Contract.

The maximum amount of this guarantee will be progressively reduced according to the amounts repaid by the Supplier upon advance payment in accordance with the copies of the provisional declarations or in the payment certificates that they present to us.

This guarantee shall expire no later than receipt of the copy of the provisional payment certificate indicating that one hundred (100) per cent of the contract price has been certified for payment, or on the date (indicate date)⁹, whichever comes first. Therefore, any request for payment under this guarantee must be received at this office on or before that date.

This warranty is subject to the "ICC Uniform Rules for Demand Guarantees", Revision 2010 ICC Publication No. 758, with the exception of the statement under Article 15(a) which is excluded herein*.

Signature(s) of the Bank's authorized representative(s)

Note: *(For the information of the Executor of the Borrower/Beneficiary: Article 15 (a) states: "Conditions of the request: (a) A request for a guarantee must be accompanied by those documents that the guarantee specifies, and in any case by a statement of the beneficiary indicating in what aspect the payer has breached its obligations with respect to the underlying relationship. This statement may form part of the request or constitute a separate, signed document that accompanies or identifies the request.)

⁹ The Supplier shall be aware that in the event that an extension of this date of termination of the Contract is granted and shall request from the Guarantor an extension of this guarantee. Such request must be in writing and must be made before the expiry date set out in the guarantee. In the preparation of this guarantee, the Buyer may consider including the following text to the form at the end of the penultimate paragraph: "The Guarantor undertakes to grant an extension of this guarantee for a period not exceeding (six months) (one year), in response to a written request from the Beneficiary, which must be submitted to the Guarantor prior to the expiration of the guarantee." ÷