



**Central  
American Bank  
for Economic  
Integration**

**CABEI**



**National Public Contest Base Document  
for the Procurement of Service with resources from the  
Central American Bank for Economic Integration  
Mode: Co-qualification**

**Consultancy Services of a Project Engineer for the Belize  
Integral Security Programme (BISP).  
N° CABEI-CS-26/2147**

**Belize Integral Security Programme (BISP)**

**June 12, 2020**

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# Section I.

## Contest Invitation

**Consultancy Services for a Project Engineer for the Belize Integral Security Programme  
Nº CABEI-CS-26/2147  
Mode: Co-qualification**

**June 12, 2020**

### **1. SOURCE OF RESOURCES**

- 1.1 The Central American Bank for Economic Integration (CABEI), as part of the services it provides to its beneficiary member countries, is providing the total financing for the procurement of a Consultant to fill the role of Project Engineer within the framework of the Belize Integral Security Programme (BISP).

### **2. CONTEST PROCESS EXECUTING BODY AND CONTRACTING BODY**

#### **2.1 Background of the Executing Body**

The Executing Body (EB) for the BISP is the Ministry of Economic Development, Petroleum, Investment, Trade and Commerce (MEDP). The MEDP will be responsible for the execution of the Programme and all its components, reporting all progress to CABEI and ensure the execution of each component under the terms established for CABEI formulation and approval. The execution of BISP components will be carried out by the Co-Executors: Belize Police Department, Belize Defence Force, Belize Coast Guard and National Forensic Science Services.

- 2.2 **The Ministry of Economic Development, Petroleum, Investment, Trade and Commerce** is responsible for the present procurement process and to that end it will name an Executive Contest Committee and issue a call for tenders for the required contracting.

- 2.3 The Consultant will be selected pursuant to the procedures of the Central American Bank for Economic Integration established in the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEI resources and the Norms for its Application, which can be found at the following website: <http://www.bcie.org>

### **3. PRESENTATION OF THE CONTEST PROCESS**

- 3.1 The General Objectives of the consultancy to be contracted is to coordinate and supervise the execution of the technical components of the Belize Integral Security Programme.
- 3.2 The Executing Body will make available to interested parties all the related documentation of this contest that is necessary for the proposal preparation.

The information will be available at no cost:

- a. For download on the Government of Belize's Website:  
<https://belize.gov.bz/home/BispTenders>
- b. Additional information regarding the preparation of proposals can be communicated by emailed to: [procurementofficer.bisp@med.gov.bz](mailto:procurementofficer.bisp@med.gov.bz) and copy to [info.bisp@med.gov.bz](mailto:info.bisp@med.gov.bz)
- 3.3 Proposals for this contest will be received no later than **Wednesday 15<sup>th</sup> July 2020** until **10:00 am** at the following physical address:

**Chief Executive Officer  
Ministry of Economic Development and Petroleum  
Sir Edney Cain Building (Ground Floor)  
Belmopan City, Cayo District  
Belize, Central America  
Ref: Belize Integral Security Programme (Nº CABEI-CS-26/2147)**

Next, sections II to VII of the base documents, in which sections II, III and IV prevail to the rest of the sections.

## Section II.

### Instructions to Bidders

Section II. Instructions to Bidders	
A. General Aspects	
<b>1. Definitions</b>	<p><b>Bidder:</b> A natural or legal person that participates in a process of prequalification, bidding or contest, offering their skills and/or the provision of requested goods, works, services or consultancies.</p> <p><b>Borrower/Beneficiary:</b> A natural or legal, public or private person that has entered into a contract or agreement for the financing of an operation with CABEI and that usually names an executing entity for its implementation.</p> <p><b>CABEI:</b> The Central American Bank for Economic Integration.</p> <p><b>CABEI Member Countries:</b> These are the founding countries, non-founding regional countries and the non-regional countries, pursuant to the provisions in the Constitutive Agreement of the Central American Bank for Economic Integration.</p> <p><b>Co-qualification:</b> Procedure under which Bidders simultaneously present their legal, technical and financial background that demonstrate their capabilities, with the Technical and Economic Bids to pre-qualify the Bidders and subsequently evaluate the bids in the framework of the same process.</p> <p><b>Consortium:</b> Bidders that join temporarily for the purpose of providing goods, works, services or consulting services.</p> <p><b>Consultancies:</b> The required Intellectual services for carrying out studies, diagnosis, designs, counsel, supervision and others that require specific intellectual knowledge.</p> <p><b>Consultant:</b> A public or private, natural or legal person who is responsible for providing intellectual services for a specific consultancy related to an area in which they have expertise.</p> <p><b>Day:</b> It will be understood that the terms expressed in “days” refer to “calendar days,” except when “working days” are specified.”</p>

**Executive Contest Committee:** Is named and accredited by the Borrower/Beneficiary and has been notified to CABEL as responsible for the contest process.

**Operation:** This term will be used interchangeably for projects, partnerships and reimbursable or non-reimbursable technical assistance, programs, special operations or other models of financing granted by CABEL.

**Policy:** The current Policy for the Procurement of Goods, Works, Services and Consultancies with resources of the Central American Bank for Economic Integration.

**Proposal:** Documentation presented by a bidder for a pre-qualification, tender or contest process to be considered as a potential supplier of goods, works, services or consultancies.

**Protest:** This involves any claim, objection, challenge, rejection, controversy or other manifestation of disagreement presented in writing in appropriate deliverable form by a bidder to the Executive Contest Committee or, subsequently to the competent authority that has clearly been established in the Base Documents, lodged during the procurement process and only about the results obtained. In every contest case, it is an indispensable requisite that there not be any pending protests to resolve to proceed with the awarding. will be an indispensable requirement that there be no outstanding protests to resolve to proceed with the contract award.

**Public Contest:** Formal competitive procedure through which technical and economic bids for the procurement of intellectual services to carry out a consultancy are requested by means of an announcement and are then received and evaluated.

**Report or Act (regarding the process):** Document presented by the Borrower/Beneficiary with the results and recommendations about the process carried out (Bidders pre-qualification or Bids evaluation) in order to obtain CABEL's non-objection prior to notifying the results to the Bidders.

#### **1.1 Scope of the Contest**

The Borrower/Beneficiary, identified in Section III, invites the presentation of proposals for the execution of the Consultancy service, which are described in the same Section, where the name and identification number of the contest process and the maximum time period for completing the consultancy services.

<p><b>2. Legal Relations of the Parties. Rights and Obligations.</b></p>	<p>The legal relations between the Borrowers/Beneficiaries and the consultants selected for the execution of consultancies shall be governed by the respective consultancy contracts defined in Section VII.</p> <p>The rights and obligations of the Consultants in the contest processes shall be determined by the Contest Base Documents.</p> <p>Any bidder in the contest process nor consultant contracted by the Borrower/Beneficiary to carry out consultancies in the framework of the financed operations, may always not derive rights or demand payments from the Bank since the legal relationship involving rights and responsibilities is between them and the Borrower/Beneficiary.</p>
<p><b>3. Due Process</b></p>	<p>In the contest documents, CABEL requires that Borrowers/Beneficiaries of operations to establish arbitration fundamentally, and notwithstanding other alternatives set forth in the national legislation of the countries, as a transparent method to make possible an ample discussion of controversies, so that the bidders have the legal possibility make complaints or defend themselves against those they receive, until their final resolution.</p> <p>In every case, prior to resorting to the established authorities and methods, the Executive Contest Committee, as responsible for the procurement process, must receive and respond protests made by the bidders, which can be only related with its own bid and the results obtained.</p>
<p><b>4. Fund Source</b></p>	<p>The Borrower/Beneficiary has received financing from CABEL, and the resources will be used to defray the total or partial cost of payments due by the contracts that result from these Contest Documents.</p>
<p><b>5. Prohibited Practices</b></p>	<p>CABEL requires from the Borrowers/Beneficiaries and all individuals or legal entities that participate or provide services in projects or operations with CABEL financing, whether in their capacity as bidders, borrowers, executing bodies, coordinators, project supervisors, contractors, subcontractors, consultants, suppliers, donation beneficiaries (and all officials, employees, representatives and agents), as well as any other type of analogous relationship, the following:</p> <ul style="list-style-type: none"> <li>a. Observe the highest ethical standards in all stages of the procurement process or in the execution of a contract.</li> <li>b. Refrain from performing any act or action that is framed or can be categorized as a Prohibited Practice.</li> </ul>

- c. Report to CABEL, using the Reporting Channel or other reporting mechanism available to CABEL<sup>1</sup>, any act suspected of constituting a Prohibited Practice of which it has knowledge or has been informed.

In accordance with best practices and to establish a framework of reference in the operation, the following are considered prohibited practices: Corrupt Practice, coercive practice, fraudulent practice, collusive practice, obstructive Practice for purposes of this provision, the foregoing terms, as well as the actions to follow can be found in the article 16 of the Norms for the Application of the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEL resources.

In case of complaints received in the reporting channel or other means acceptable to CABEL, related to prohibited practices that occurred during the procurement processes 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, the Bank 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 the required audit and investigation procedures<sup>2</sup> and will grant the counterparties and their related parties the procedural opportunity to argue their defence, through the execution of an Administrative Procedure.

When it determines the existence of a prohibited practice, CABEL will determine one or more of the actions and recommendations that are listed below, without their being restrictive:

- a. Refer the corresponding case to the competent local authorities.
- b. Issue a written warning.
- c. Adopt measures to mitigate the identified risks.
- d. Suspend disbursements.
- e. Deobligate funds.
- f. Require the advance payments of the resources
- g. Cancel the business or the contractual relationship.
- h. Suspend the procurement processes, or execution of contracts, regardless of the state in which they are in.
- i. Request additional guarantees.

<sup>1</sup> Report mechanisms are available at [www.bcie.org](http://www.bcie.org)

<sup>2</sup> This refers to the unrestricted access of CABEL or its duly authorized representatives to visit or inspect the offices or physical facilities used in connection with procurement processes or projects financed with CABEL's own funds CABEL or those managed by it. Likewise, the Bank may conduct interviews and have access to the physical and digital files related to said procurement processes projects or operations, receiving all the collaboration and assistance that may be necessary in order to properly execute the planned activities, at CABEL's discretion.

	<ul style="list-style-type: none"> <li>j. Execute bonds or guarantees.</li> <li>k. Request reimbursement of expenses or costs associated with the activities and investigations carried out in connection with the commission of prohibited practices.</li> </ul> <p>Actions or recommendations determined by CABEL will be of obligatory compliance and enforcement.</p> <p>In any case, notwithstanding sanctions imposed by the authorities of the Borrower/Beneficiary's country, CABEL reserves the right to request the suspension of the contracting processes or execution of the resulting contracts, regardless of the state in which they are in. If CABEL requests the suspension of the contracting procedures or of the execution of contracts, and this does not happen, the Bank reserves the right to not finance any resulting contract.</p> <p>Because of a research process, CABEL may incorporate natural or legal persons in the List of Prohibited Counterparties or another ineligibility list that CABEL has established for this purpose.</p>
<p><b>6. Provisions for Bidders</b></p>	<p>6.1 A Bidder, and all parties constituting a bidder, may be citizens of CABEL member or non-member countries. Participation in procurement processes will be limited or restricted if it is required by the financing source used by CABEL; the restriction will be clearly defined in Section III.</p> <p>6.2 Legal or natural persons may not be awardees or subject to contract extensions with total or partial financing from CABEL or from funds administered by it, if they:</p> <ul style="list-style-type: none"> <li>a. Are included on the CABEL List of Prohibited Counterparties or another CABEL ineligibility list</li> <li>b. Have been disqualified, declared ineligible or sanctioned for obtaining resources or the awarding of contracts financed by organizations recognized by CABEL for that purpose</li> <li>c. Declared guilty or sanctioned in a final judgment for crimes linked to Prohibited Practices by a competent authority, while the sanction is in force.</li> </ul>
<p><b>7. Conflict of Interest Prohibitions</b></p>	<p>7.1 The following persons may not participate directly or indirectly in the provision of goods, execution of works, services or consulting for operations financed by CABEL.</p> <ul style="list-style-type: none"> <li>a. CABEL officials or employees.</li> <li>b. The spouses and relatives of such officials or employees up to the fourth degree of consanguinity or second of affinity, inclusive.</li> </ul>

	<p>c. In financing to public sector, individuals with family or business ties to the representatives of the Borrower/Beneficiary or its executing agency, up to the second degree of consanguinity or second of affinity, inclusive.</p> <p>The prohibition contained in sub-headings b) and c) above will not apply when the persons named there prove that they have been regularly in the business that is object of the respective contract for at least two (2) years before the emergence of the cause of the prohibition; in addition, the costs involved must be in line with the market.</p> <p>d. Those, who are or have been directly or indirectly associated with a firm or with any of its affiliates, that have been hired by the Borrower/Beneficiary for the provision of consulting services for the preparation of the design, technical specifications and other documents that will be used in the procurement process, and it is considered that their participation would affect the interests of the operation.</p> <p>e. All those that present more than one proposal in a bidding or contest process, except when alternative bids are permitted in the bid documents of the respective process. This does not limit the participation of subcontractors in more than one proposal.</p> <p>f. Others indicated in section III.</p>
<b>B. Contest Documents</b>	
<b>8. Sections of the Contest Documents</b>	8.1 The Contest Documents contains seven (7) sections that are indicated in the table of contents of the present base document and must be read jointly with clarifications that are published and any amendment issued in conformity with numeral 10 of this Section.
	8.2 The Executive Contest Committee shall not be responsible for the integrity of the contest documents and their amendments, if they were not obtained directly from the source defined by the Executing Body in Section I.
	8.3 The bidders must study all the instructions, forms, conditions and specifications contained in the Contest Base Document.  If a bidder fails to comply with the provision of all the information or documentation required in the Contest Documents, the consequence could be the rejection of the Bid.

<p><b>9. Clarifications on the Contest Document and communication regime</b></p>	<p>9.1 Any bidder that requires some clarification about the Contest Documents must communicate in writing with the Executive Contest Committee to the address provided in Section I or present their concerns at the homologation meeting or field visit in the cases that this activity is programmed; in any case, the period to make consultations and request clarifications shall be indicated in Section III.</p> <p>Likewise, the period for the Borrower/Beneficiary, through the Executive Contest Committee to respond the inquiries and/or issue clarifications shall be indicated in Section III.</p> <p>9.2 The Executive Contest Committee shall reply in writing to all requests for clarification, sending a copy of the responses to all the bidders, including a description of the inquiry without identifying its source.</p> <p>9.3 The bidder, and any member of its personnel or its representative, shall have access to the information and the place related to the required consultancy at its own risk and shall be responsible for any loss, damage, cost and expense that is incurred.</p> <p>9.4 If a field visit and/or homologation meeting has been programmed, the necessary data will be provided in Section III. The purpose of the homologation meeting is to resolve doubts and respond to questions that are raised during this stage. The purpose of the field visit is to enable the bidders to know the site conditions. Expenses related to this visit shall be the responsibility of the Consultant. If the homologation meeting and the field visit are defined as obligatory, any bidder failing to comply with this requisite will be disqualified.</p> <p>9.5 The homologation meeting report or act, including all the inquiries raised without identifying their source and the responses to them, together with any other response prepared because of the meeting, shall be communicated to all bidders, by writing and without delay.</p> <p>9.6 The official communication channel of this contest process will adhere to what is established in section III.</p>
<p><b>10. Modification of the Contest document</b></p>	<p>10.1 If, at any point in the process, the Executive Contest Committee considers it necessary to amend the Contest Base Document or any other information about the process, it may amend the documents that are necessary by issuing amendments; these shall be communicated to the bidders in a timely manner in order to give all possible bidders a reasonable period for taking the amendment into account for the preparation of their Proposals.</p> <p>This period may be no fewer than ten (10) days before the date of proposal reception.</p>

	10.2 Any amendment issued will form part of the Contest Documents and must be communicated to all bidders that have obtained the Contest Base Document according to the establish in numeral 9.6 of section III.
<b>11. Cost of participation in the Contest</b>	11.1 The bidder will finance all the costs related with the preparation and presentation of their Proposal starting with the purchase of the Base Documents. The Borrower/Beneficiary will neither be subject to such costs nor responsible for them, regardless of the results of the contest process.
<b>C. Proposal Preparation</b>	
<b>12. Language of the Proposal</b>	12.1 The Proposal, as well as all the correspondence and documents related to it that is exchanged between the bidder and the Executive Contest Committee must be written in the English language. Support documents and printed material that forms part of the Proposal may be in other language, provided that the pertinent parts are accompanied by trustworthy translation into English. For the effects of interpreting the Proposal, said translation will prevail.
<b>13. Documents making up the Proposal</b>	<p>13.1 The following documents are part of the Proposal:</p> <p><b>a. Proposal Presentation and Prequalification Documents (Envelope No. 1):</b></p> <ol style="list-style-type: none"> <li>1. Letter of proposal submission</li> <li>2. To identify bidders that have the capacity to provide the required consulting services</li> </ol> <p>The documentation to be delivered will contain at least, the organization, financial, legal and administrative capacity, and must demonstrate their capacity to enter a contract.</p> <p><b>b. Technical Bid (Envelope No.2)</b> What is specifically required for the case is detailed in section III. It usually includes the following information: The CVs of the professional personnel signed by themselves or by their authorized representative. (Form TEC-1, Section IV).</p> <p>A description of the scope of the services, the focus, methodology and work plan and organization of the proposed personnel. A guide for the contents of this Technical Proposal's section is provided in form TEC-3 of Section IV. The work plan must be consistent with the time plan, which must present a bar graph showing the proposed time for each activity.</p> <p>The description of the focus, methodology and work plan may include graphs, diagrams and commentaries and suggestions, if any, regarding the Terms of Reference, the counterpart personnel and the installations.</p>

	<p>The maximum number of pages is stipulated in Section III.</p> <p>The Technical Proposal must not include any information regarding prices and/or remunerations; A Technical Proposal containing such information will be rejected.</p> <p><b>c. Financial Bid (Envelope No.3):</b> The bidder must use the Form for Presentation of the Financial Offer indicated in Section III, listing all the costs associated with the tasks, including (i). Remuneration of the personnel (foreign and national, in the field and at the consultant's office), (ii) the expenses and, (iii) fiscal obligations.</p> <p>All the activities and products described in the Terms of Reference and in the Technical Proposal must be included in the financial bid.</p> <p>In cases where the Borrower/Beneficiary provides a technical solution, it will be possible to only request the pre-qualification envelopes and the financial offer envelopes; Likewise, it could request that bidders include the technical offer and financial offer in one sole envelope to determine the most convenient offer.</p> <p>The number of envelopes to be presented and the contents of each one of them must be indicated in Section III.</p> <p>13.2 The period for analyzing the contracting background and general and specific experience will be specified in Section III.</p> <p>The financial situation will be analyzed based on the information for at least the past three years.</p> <p>13.3 The consultant could be subject to national taxes for the expenditures and amounts paid under the contract or payments for severance pay and social security; in Section III will be establish whether the consultant is subject to such payments.</p>
<p><b>14. Proposal Letter and Forms</b></p>	<p>14.1 The list of forms and documents to be presented in the proposal are detailed in Sections III and V; these must be completed without carrying out any kind of modification to the text or presenting any substitution for the required information. All blank spaces must be filled with the requested information, attaching the requested documents to each one.</p>
<p><b>15. Alternative Proposals</b></p>	<p>15.1 Each Consultant will present only one proposal, whether individually or as a member of a Consortium, unless Section III permits the submission of alternative proposals.</p> <p>If a Consultant presents or participates in more than one proposal (unless acting as a sub-Consultant), all the proposals in which it is involved will be rejected.</p>

<p><b>16. Price Adjustments</b></p>	<p>16.1 The prices quoted by the Consultant will be fixed during contract execution, and will not be subject to change during execution, unless it is otherwise indicated in Section III.</p> <p>16.2 If Bids may be presented in individual lots or in a combination of lots, this must be indicated in Sections III and IV.</p> <hr/> <p>16.3 The Borrower/Beneficiary will not assume any obligation regarding insurance; therefore, the consultant is obligated to contract the corresponding insurance, which must be reflected in the contract.</p> <p>The Consultant must present the insurance policies and required certificates of insurance to the Borrower/Beneficiary for its approval before the execution start date. These insurance policies must include compensation payable in the currencies and amounts required to rectify the loss or damages that are caused.</p> <p>The insurance terms may not be modified without the approval of the Borrower/Beneficiary</p>
<p><b>17. Currencies of the Bid and payment</b></p>	<p>17.1 The currency of the Bid is specified in Section III. Likewise, it specifies the rate of exchange to be used in evaluating the offers and if the budget will or not be published.</p>
<p><b>18. Sub-contracting</b></p>	<p>18.1 The Proposal must indicate the intentions of making subcontracts indicating them in the TEC-7 taking into account the maximum percentage of subcontracting that is specified in section III.</p>
<p><b>19. Proposal validity period</b></p>	<p>19.1 Proposals should remain in force for the period determined in Section III, starting on the deadline for proposal submission established in the Contest Base Document. Any Proposal in force for a period less than this shall be rejected for non-compliance with established provisions.</p> <hr/> <p>19.2 In exceptional cases, before the termination of the Proposal's validity period, the Executive Contest Committee may request that Consultants extend their Proposal validity periods.</p> <p>The Borrower/Beneficiary will do everything in its power to complete the negotiations during the proposal validity period. However, the Executive Contest Committee may request that the Consultants extend their Proposal validity periods, if necessary.</p> <p>Consultants that agree to extend must confirm that the personnel indicated in the proposal will be maintained, or when confirming the extension of the</p>

	<p>validity period, they may submit new replacement personnel, and this will be considered in the final evaluation of the contract.</p> <p>Consultants who do not agree to extend the proposal validity period have the right to refuse the request without losing the Bid Security in those cases in which it has been requested.</p>
<p><b>20. Bid Security</b></p>	<p>20.1 Section III establishes the obligation of presenting a Bid Security If this is required, the Consultant must present as part of its Proposal, the original bid security with the characteristics, amount, term and currency stipulated in Section III.</p> <p>This Bid Security may be a bank guarantee, a bond or any other type of easily executed financial instrument, issued by financial or insurance companies acceptable to the Borrower/Beneficiary. Section III will indicate in favor of whom the bid security should be issued. Said bid security will be returned to the Consultants that are not selected as soon as possible.</p> <p>20.2 If a Bid Security is required, the following conditions must be complied with:</p> <ol style="list-style-type: none"> <li>a. When the Contest process requires an extension of the Proposal validity period, the Bid Security validity period must be extended for the same period. Consultants may reject the extension request without losing the Bid Security. Consultants that accept the request will neither be asked nor are permitted to modify their Proposal.</li> <li>b. It must be an unconditional and irrevocable on-demand Bid Security, or in an electronic format, that is automatically fulfill able, or as a sole requirement of the Borrower/Beneficiary through a simple letter, without the necessity of a legal requirement or prior guarantee for its payment and without the benefit of exclusion permitting the Borrower/Beneficiary to exercise the guarantee.</li> <li>c. It must be issued by a national or foreign bank that is acceptable to the Borrower/Beneficiary.</li> <li>d. It must be substantially in accordance with one of the form options in Section V.</li> <li>e. The validity period must be at least 30 days in addition to the proposal validity period, or the extended period thereof when appropriate.</li> <li>f. All Bids not accompanied by this Bid Security will be rejected by the Executive Contest Committee for having failed to comply with a irremediable requirement.</li> </ol>

	<p>20.3 The Bid Security may be executed if:</p> <ol style="list-style-type: none"> <li>a. The Consultant withdraws its proposal during its validity period, except for provisions in the clause of these Instructions with regard to the validity period of the proposals or guarantees; or</li> <li>b. The selected Consultant: <ol style="list-style-type: none"> <li>I. Does not sign the contract pursuant to the provisions of this Contest Base Document; or</li> <li>II. Does not provide the Performance Security pursuant to the provisions of Section III.</li> </ol> </li> </ol>
<b>D. Submission and opening of Proposals</b>	
<b>21. Proposal Format</b>	<p>21.1 The Consultant will prepare an original set of the documents making up the Proposal, as noted in these Instructions to Consultants. In addition, the Consultant will present the number of copies of the Proposal indicated in Section III.</p>
	<p>21.2 It must deliver the original and each copy of the Proposal, in separate envelopes, that are sealed in a tamper proof form and duly identified as “ORIGINAL” and “COPY” as follows:</p> <ul style="list-style-type: none"> <li>• Envelope No. 1: Original and copies of prequalification information.</li> <li>• Envelope No. 2: Original and copies of Technical offer.</li> <li>• Envelope No. 3: Original and copies of the financial offer.</li> </ul> <p>Envelopes 1, 2 and 3 will be included in a single envelope or package. In the case of discrepancies, the original text will prevail over the copies. Text between lines, deletions or overlapping words will not be accepted.</p>
<b>22. Procedure for signing, sealing and marking Proposals</b>	<p>22.1 The original and all the copies of the Proposal must be foliated and signed by the person authorized to sign on behalf of Consultant.</p>
	<p>22.2 The interior envelopes and the exterior envelope must:</p> <ol style="list-style-type: none"> <li>a. Bear the Consultant’s name and address;</li> <li>b. Be directed to Executive Contest Committee at the address indicated in the Contest Data;</li> <li>c. Display the specific identification of this contest process, indicating the name of the contest;</li> <li>d. Include a warning not to open before the hour and date of the Proposal opening.</li> </ol>
	<p>22.3 If the envelopes are not sealed and identified as required, the Executive Contest Committee will bear no responsibility if Proposal is misplaced or prematurely opened.</p>

<p><b>23. Period for Proposal Submission</b></p>	<p>23.1 The Executive Contest Committee must receive the Proposals at the address and, at the latest, on the hour and date indicated in Section III. Other representatives designated by the borrower may be present.</p> <p>The period for proposal preparation must be no fewer than 30 calendar days starting on the working day after the date of publication of the Base Documents or starting on the working day after all parties have received them.</p> <p>23.2 The Executive Contest Committee may extend the deadline for Proposal submission through an amendment to the Contest Document, in which case all of the obligations of the Executive Contest Committee and Consultants that were formerly subject to said deadline shall be subject to the new time period.</p> <p>23.3 Consultants shall have the option of presenting their Proposals electronically, when it is so indicated in Section III. In this event, Consultants that present their Proposals electronically will follow the same procedures indicated in the Section for their presentation.</p>
<p><b>24.Late Proposals</b></p>	<p>24.1 The Executive Contest Committee will not consider any Proposal that arrives after the hour and date established as a deadline for proposal submission. No proposal arriving after the deadline will be received.</p>
<p><b>25. Withdrawal, substitution and modification of Proposals</b></p>	<p>25.1 Provided that the period for proposal submission is in force, Consultants may withdraw, substitute or modify their Proposal after its presentation, presenting for this purpose a written communication duly signed by the representative authorized to present the proposal. This communication must be accompanied the corresponding proposal substitution or modification (excepting notifications of proposal withdrawal).</p> <p>All the communications must be:</p> <ul style="list-style-type: none"> <li>a) Accompanied by the corresponding information, (except for a notification of withdrawal, which does not require copies), and the respective envelopes must be clearly marked “withdrawal”, “substitution” or “modification;”</li> <li>b) Received by the Executive Contest Committee before the date and hour established for the proposal submission.</li> </ul>
<p><b>26. Proposal reception and opening</b></p>	<p>26.1 Once the period for proposals submission has finished, the Executive Contest Committee will carry out an act of proposal reception and opening.</p> <p>Provided that the minimum expected number of offers has been received, a public act will be held to open only Envelope No. 1, with the other envelopes remaining sealed. The name of the Consultants will be read aloud, in addition to the Bid presentation letter, the term and amount of guarantees, if any, and any other substantial modification that may have been separately presented</p>

	<p>within the time period for Bid presentation; at that point, an act of the proceeding will be drawn up to be signed by the representative (s) of the Borrower/Beneficiary and by the Consultants present. If there are any electronic bids, these must be announced and read pursuant to the above.</p>
	<p>26.2 Unless otherwise stipulated in section III, when less than three proposals are submitted upon receipt and opening of proposals, the process shall be declared deserted.</p>
<p><b>E. Proposal Evaluation and comparison</b></p>	
<p><b>27. Confidentiality</b></p>	<p>27.1 No information related to the evaluation of proposals or the contract award recommendation shall be divulged to any person that is not on the Executive Contest Committee. This information will be divulged at the moment of notifying Consultants of the results of their evaluation, and subsequently the award will be published. No person unrelated to the process may request information about the evaluations or their results.</p> <p>27.2 Any attempt by a Consultant to influence the Executive Contest Committee regarding the evaluation and comparison of proposals or the contract award could result in the rejection of the Proposal.</p>
<p><b>28. Clarification of Proposals</b></p>	<p>28.1 To facilitate the evaluation and comparison of Proposals until Consultants are rated, the Executive Contest Committee, may, at its discretion, request that any Consultant clarify its bid. No clarification to a proposal presented by a Consultant will be considered when it is not in response to a request by the Executive Contest Committee. The clarification request from the Executive Contest Committee and the response must be written. No changes in price or to the essence of the Economic Offer will be requested, offered or permitted, except to confirm corrections to arithmetical errors discovered by the Executive Contest Committee in the evaluation of the Economic Offer.</p> <p>If a Consultant has not presented the clarification to its Proposal at the date and time established in the clarification request from the Executive Contest Committee, the Proposal will be evaluated with the available information.</p> <p>28.2 The period for presentation of additional information or clarifications to the Executive Contest Committee shall be established in Section III.</p>
<p><b>29. Errors or omissions</b></p>	<p>29.1 The following definitions shall be applied for proposal evaluation:</p> <ul style="list-style-type: none"> <li>a. <b>Remediable errors or omissions:</b> This generally involves issues related to the verification of data, historical information, submission of documents that are not legible or issues that do not affect the principle that the proposals must conform substantially to the contest documents.</li> <li>b. <b>Irremediable errors or omissions:</b> These are considered basic and their action or omission prevents the validity of the proposal o whose remediation could change, improve or alter the Proposal's substance, causing an advantage to one Consultant over others. Examples are</li> </ul>

	<p>errors or the lack of signature of the corresponding legal representative in the proposal’s presentation letter or not to present such a letter, not presenting the power of attorney or written authorization of the signature to present the proposal; likewise, errors in a bid security or the non-presentation thereof, and incompliance with the conditions established for its presentation.</p> <p>c. <b>Arithmetical Errors:</b> This refers to the discovery of a discrepancy between a unit price and the total price that is obtained by multiplying the unit price by the corresponding quantities, error in a total price resulting from adding or subtracting subtotals or discrepancies between words and numbers.</p> <p>d. <b>Significant Error or Omission:</b> Is one that:</p> <ol style="list-style-type: none"> <li>I. If it is accepted: <ol style="list-style-type: none"> <li>1. Will substantially affect the scope, quality or functioning of the services offered; or</li> <li>2. Will substantially limit the rights of the Borrower/Beneficiary over the Consultant’s obligations under the Contract contrary to the Contest Documents; or</li> </ol> </li> <li>II. If rectified, it will unfairly affect the competitive position of other Consultants that present Proposals that are substantially in conformity with the Contest Documents.</li> </ol>
<p><b>30. Consultant Selection Method</b></p>	<p>30.1 In accordance with the consultancy’s characteristics, the Borrower/Beneficiary will choose one of the consultancy selection methods:</p> <ol style="list-style-type: none"> <li>a. Quality and Cost based selection.</li> <li>b. Quality Based selection.</li> <li>c. Selection with Fixed Budget</li> <li>d. Least-Cost Selection</li> </ol>
<p><b>31. Proposal Evaluation</b></p>	<p>31.1 To determine whether the Proposal is substantially in conformity with the Contest Documents, the Executive Contest Committee, will base their decision on the contents of the Proposal itself and the requirements established in the Contest Base Document, examining and evaluating the Proposal’s several aspects in order to confirm that it satisfies the requisites stipulated in Section IV, without significant errors or omissions.</p> <p>31.2 If a Proposal is not substantially in conformity with the Contest Documents, or it is possible to anticipate that the Consultant will be unable to comply with its commitment, the Executive Contest Committee could propose its rejection and, after CABEI’s approval, reject it. The Proposal could not subsequently, through the correction or removal of the errors or omissions, become one that is substantially in conformity with the Contest Documents.</p>

31.3 Unless a different procedure is stipulated in Section III, the procedure to follow for Proposal evaluation will be as follows:

- a. For the pre-qualification (**Envelope No.1**) Consultants must comply with the minimum criteria established in Section IV.

The technical evaluation phase will continue only until the prequalification of all the bidders is completed and this evaluation is recorded in the respective report/act duly signed by the Executive Committee. Only the bidders who obtain the prequalification, will be opened the envelope No.2 Technical Offer.

- b. For the evaluation of the Technical Offer (**Envelope No.2**), the technical proposal presented by each Consultant will be evaluated, assigning the corresponding points established in Section IV, Evaluation and Qualification Criteria.

Once the evaluation of envelopes 1 and 2 has concluded and with the non-objection from CABEI, all Consultants will be informed of the results obtained.

Only the Consultants that obtain the minimum required points, will be opened the Envelope No. 3, the Financial Offer.

The opening of the financial offer will always be carried out in public act and once all complaints or protests are resolved, in the presence of the Consultants prequalified and who received a technical rating equal or greater than the minimum rating established after a call.

- c. For the evaluation of the Financial Offer (**Envelope No.3**)

During the opening of the financial offers, at least:

- a. The name of the bidders and the technical scores obtained will be read aloud.
- b. The financial offers will be inspected to confirm that the envelopes have remained sealed and unopened, will be opened and the total prices will be read aloud and registered.
- c. Subsequently, the Executive Contest Committee will proceed with the evaluation of the financial offers.

The Consultant will indicate the unit prices and total prices for all the Lots described in the Section III.

To evaluate an offer, the Executive Contest Committee will only use the factors, methodologies and criteria defined in Section IV. No other criteria or methodology will be permitted.

If, in the opinion the Executive Contest Committee, the financial offer to be evaluated requires a more detailed analysis, it may request the Consultant to expand the information presented in order to demonstrate the internal consistency of the prices with the expected requirements and timetable. If the

	<p>Executive Contest Committee can reasonably anticipate that the Consultant will not comply with the commitments of the contract, it may reject the offer.</p> <p>The Executive Contest Committee will conduct the arithmetical review and will confirm the corrections, if any, with the Consultant.</p>
	31.4 The minimum technical qualification for a proposal to pass to the economic evaluation phase is indicated in Section III.
	31.5 The weighting to be used for the qualification of the Technical offer and the economic offer shall be established in Section III in conformity with the selection method established in Numeral 30 of this same Section.
<b>32. Comparing Proposals</b>	32.1 The Executive Contest Committee will analyze, qualify, evaluate and compare all the proposals that substantially comply with the Contest Documents to select the Consultant to be awarded.
<b>33. Insignificant Errors</b>	<p>33.1 If a Proposal substantially complies with the Contest Documents, the Executive Contest Committee may excuse minor errors that do not constitute a significant error or omission.</p> <p>33.2 When a Proposal does not substantially comply with the Contest Documents, the Executive Contest Committee may request that the Consultant present, within a reasonable period, the necessary information or documentation to rectify insignificant errors in the Proposal, related with requisites referring to the documentation. The request for information or documentation regarding these minor errors may not in any way be related to the Proposal's price. If the Consultant does not comply with the request, its Proposal could be rejected.</p>
<b>34. Correction of arithmetical errors</b>	<p>34.1 For the Financial Offer to substantially comply with the Contest Documents, the Executive Contest Committee may correct arithmetical errors as follows:</p> <ol style="list-style-type: none"> <li>a. If there is a discrepancy between the unit price and the total price obtained from multiplying the unit price times the corresponding quantities, the unit price will prevail and the total price will be corrected, unless, in the opinion of the Borrower/Beneficiary, there is an obvious misplacement of a decimal point in the unit price, in which case the total price quoted will prevail and the unit price will be corrected</li> <li>b. If there is an error in a total price because of the addition or subtraction of subtotals, the subtotals shall prevail, and the total price will be corrected; and</li> <li>c. If there is a discrepancy between words and figures, the amount expressed in words will prevail, unless the amount expressed in words contains an arithmetical error, in which case the amount in figures will prevail, subject to the conditions mentioned in a) and b).</li> </ol>

	<p>34.2 With the consent of the Consultant, the Executive Contest Committee will adjust the amount specified in the Offer in accordance with the procedure mentioned above for the correction of errors, and the new amount will be considered binding for the Consultant. If the Consultant does not accept the correction of errors, its proposal will be rejected.</p>
<p><b>35. Consultant Qualification</b></p>	<p>35.1 Pursuant to the evaluation requisites and criteria specified in Section IV, The Executive Contest Committee may evaluate the Proposals, establishing an order of precedence for them and determining the most convenient bid to recommend a contract award.</p> <p>In conformity with the above, it will prepare a Report or Act detailing the review, analysis, evaluation and comparison of the Proposals, describing the precise reasons for its selection of the Proposal evaluated as the most convenient. The Report or Act must contain all the information referring to publications, carried out, communications during the period of proposal preparation and evaluation, amendments and reception and resolution of protests etc.; it must be submitted for the Bank's non-objection before notifying the results to the Consultants and awarding the contract.</p>
<p><b>36. Presentation of Proposals in the procurement process or controversies in the resulting contracts</b></p>	<p>36.1 The Borrower/Beneficiary must notify the Bank about the presentation and resolution of protests during the Contest process and about controversies related to the resulting contracts.</p> <p>The Borrower/Beneficiary must act diligently to resolve protests and controversies, CABEL reserves the right to withhold financing of any consultancy services, whenever an appropriate solution is not reached, or in the Bank's judgement, the solution is not in the best interests of the Operation.</p> <p>36.2 The deadline for submitting protests to results of the prequalification or evaluation once these are notified to the bidders of a process will be indicated in section III. The time allowed for the bidders to submit their queries or protest must never be less than five business days from the next working days after the notification.</p> <p>In cases where only one proposal is received and in accordance with the provisions of numeral 26.2 of section III, the deadline for the presentation of the protests will take place only after communicating the end results.</p> <p>36.3 The Executive Contest Committee will suspend the activities of a specific process in the event of receiving a protest until it is resolved.</p> <p>In the event of a Protest in the framework of a process where procurement by lot has been established, only the lot affected by the Protest will be subject to suspension.</p> <p>In both cases, when required, all bidders must be requested to extend the validity of the proposal and the Bid Security.</p>

<b>37. Right of the Executive Contest Committee to accept and reject Proposals</b>	37.1 The Executive Contest Committee reserves the right to accept or reject any Proposal and to cancel the Contest process and reject all the Proposals at any time prior to contract awarding, without incurring in any responsibility to the Consultants. In the case of process cancel, the Proposals and Bid Securities will be promptly returned to all the Consultants.
<b>F. Contest Awarding</b>	
<b>38. Awarding criteria</b>	38.1 Once all claims or protest are resolved, subsequent to the Bank's non-objection, the Borrower/Beneficiary will award the contest to the Consultant whose proposal has been evaluated as the most convenient by the Executive Contest Committee.
<b>39. Notification of award</b>	<p>39.1 The Executive Contest Committee will notify in writing and within the proposal's validity period, the Consultant with the most convenient offer that its bid has been selected. The notification letter must include the amount that the Borrower/Beneficiary will pay the consultant and the period for carrying out the consultancy, indicating the date when the contract will be negotiated.</p> <p>After the successful negotiation of the consultancy contract, the Borrower/Beneficiary will notify the other firms that were considered during this stage about the results of the award process.</p> <p>39.2 If the negotiation does not permit the Borrower/Beneficiary to formalize the award under terms that meet the Operation's interests, it must invite the next best qualified firm to negotiate, maintaining the previously analyzed offer at the margin of this negotiation.</p>
<b>40. Guarantees</b>	<p>40.1 The Consultant awarded could be asking to present a Performance Bid in accordance with the contract terms and specifications contained in this regard in Sections III and VII.</p> <p>Failure by the Consultant awarded to present the abovementioned Performance Bid or to sign the contract within the deadline will constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>In this case, the Borrower/Beneficiary may award the contract to the Consultant with the next best offer.</p> <p>40.2 The Borrower/Beneficiary may provide an advance on the Contract Price, according to the provisions established in Section III.</p> <p>If applicable, payment must be made upon receipt of an Advance payment security, for the 100% of the advance.</p> <p>This security may be a bank guarantee, bond or any other type of easily executed financial instrument issued by a financial or insurance company acceptable to the Borrower/Beneficiary.</p>

	40.3 The Borrower/Beneficiary may require other guarantees it considers necessary to guarantee the consultancy's objective. It shall require only the guarantees that are strictly necessary to safeguard the successful completion of the consultancy, avoiding unnecessary costs for the Consultants and future consultant; if applicable, these guarantees will be defined in Section III.
<b>41. Contract signing</b>	41.1 After Notification, the Consultant awarded must present the Documents defined in Section III to the Borrower/Beneficiary.
	41.2 The Borrower/Beneficiary will define the term and procedure for signing the consultancy contract in Section III.
	41.3 All contracts consultancies carried out with CABEL resources will be subject to: <ul style="list-style-type: none"> <li>a. CABEL supervision, pursuant to provisions in force regarding the area, to ensure the achievement of planned objectives.</li> <li>b. Prior Non-Objection to any relevant change, such as: those that may involve an increase in costs related to CABEL financing, delays in the execution schedule of the operation and changes in the scope of the services provided.</li> <li>c. Instances of resolution of controversies established in section III.</li> </ul>
<b>42. Other</b>	In all matters not covered in this Base Contest Document, all parties shall act in accordance with the provisions of the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEL resources and the Norms for its Application, which can be found at the following address: <a href="http://www.bcie.org">http://www.bcie.org</a>

## Section III. Contest Data

The specific details of the present process for the numerals corresponding to Section II is presented as follows, with the information contained in this Section III prevailing:

Ref. from Section II	Contest Data
<b>A. Generalities</b>	
<b>1.2</b>	<p>Contest Identification Number: <b>CABEI-CS-26/2147</b></p> <p>Name of the Executing Body: Ministry of Economic Development, Petroleum, Investment, Trade and Commerce (MEDP)</p> <p>Name of the Contest and description of the consultancy to be carried out: <b>Consultancy Services for a Project Engineer of the Belize Integral Security Programme (BISP)</b></p> <p>Estimated contract duration: <b>1 year in the first instance, and according to annual review and evaluation, for the time necessary while the project is in the execution stage.</b></p>
<b>3</b>	<p>The Executive Contest Committee is responsible for the process, including attention to protests resulting from the notifications to the Consultants.</p> <p>Once the protest by the Executive Contest Committee is in accordance with the due process is met, the following instance of resolution is established: <i>In the second instance, if the bidder does not agree with the resolution of the Executive Contest Committee, the bidder may appeal the decision by writing to the Executing Agency, attention: Chief Executive Officer within seven (7) days from notification.</i></p>
<b>6.1</b>	<p>The contest is not limited to the participation of Bidders from specific origin; national or international bidders from any country interested in participating will be accepted</p>
<b>B. Contest Document</b>	
<b>9.1</b>	<p>If it is considered necessary to carry out consultations for the preparation of proposals, communication must be addressed to the email indicated below: <b>Ministry of Economic Development:</b> <a href="mailto:procurementofficer.bisp@med.gov.bz">procurementofficer.bisp@med.gov.bz</a> and copy to <a href="mailto:info.bisp@med.gov.bz">info.bisp@med.gov.bz</a></p> <p>The period for carrying out consultations and requesting clarifications is as follows: Clarifications may be requested at least <b>13 days</b> before the deadline for presentation of proposals.</p> <p>The period for the Borrower/Beneficiary to respond to Consultants' inquiries for the preparation of their proposals through the Executive Contest Committee will be <b>10 days</b> before the deadline for presentation of proposals.</p>

Ref. from Section II	Contest Data
9.4	a. There will not be held homologation meeting.
<b>C. Preparation of Proposals</b>	
13.1	<p>Proposal documents must include the following:</p> <p><b>1. Proposal Presentation and Prequalification Documents (Envelope 1)</b></p> <p>1.1. Proposal Presentation letter according to CP-1 form</p> <p>1.2. Copy of social security card or passport of person submitting the proposal.</p> <p>1.3. PREC-1 Form – Notarized affidavit signed by an Attorney-of-Law or Justice of the Peace.</p> <p><b>2. Technical Offer (Envelope No.2)</b></p> <p>2.1. TEC - 1: Specific Experience</p> <p>2.2. TEC – 2: Academic Experience</p> <p>2.3. TEC – 3: Curriculum Vitae</p> <p>2.4. Diploma Copy of Academic Degree</p> <p><b>3. Financial Offer (Envelope No.3)</b></p> <p>3.1 ECO-1 Presentation of Financial Offer</p> <p>3.2 ECO-2 Detailed Financial Offer</p> <p>These must be presented in <b>three inner envelopes</b> in one sealed and labeled envelope or package.</p>
13.2	<p>The periods established to analyze the information will be presented are as follows:</p> <p>a. Information about specific experience corresponding to the years worked.</p>
13.3	The Consultant will be subject to national taxes on the expenditures and amounts payable under the Contract and therefore must include them in the financial offer.
15	Presentation of alternative offers will not be permitted
16.1	The prices quoted by the bidder will not be subject to adjustment
16.2	Technical and financial offers cannot be submitted by lot
16.3	<p><i>The concepts, minimum insurance coverages and deductibles will be:</i></p> <p><i>i. Social Security</i></p> <p><i>ii. Medical Insurance and Life Insurance: minimum coverage of \$50,000.00 USD for Medical Insurance and minimum coverage of \$12,500.00 USD for Life Insurance.</i></p> <p><i>If the consultant does not provide the required policies and certificates, the Borrower/Beneficiary may contract the insurance whose policies and certificates should have been provided by the consultant and may recover the premiums paid by the</i></p>

Ref. from Section II	Contest Data
	<i>Borrower/Beneficiary of the payments owed to the consultant, or well, if you were not owed anything, consider them a debt of the consultant.</i>
17	To reflect on the Financial Offer, the bidder must estimate the costs (in US\$) and present their details according to the ECO-2 Form.  The budgeted and available amount is US\$139,536.00 for the total process and for a period up to 36 months; the Consultant cannot exceed the total budgeted amount The maximum value is US\$46,512.00 (including 20% gratuity) for a period of 12 months, that could be renewed based on performance. The contract will be pay in Belize currency according to the exchange rate of the Central Bank on the date of payment.
19.1	The offer's validity period will be one hundred and twenty (120) days after the established deadline for receiving proposals has terminated.
<b>D. Presentation and opening of Proposals</b>	
20.1	Bid Security must not be submitted
21.1	The Consultant must present the original and <u>three (03)</u> copies of the Technical Offer and the original and <u>three (03)</u> copies of the Financial Offer. For the pre-qualification documents, present the original and three (03) identical and legible copies.
23.1	The period for presentation and reception of Proposals is <b>thirty (30) days</b> , beginning on the <b>15<sup>th</sup> of June of 2020</b> .  The proposals must be received at the latest on the <b>15<sup>th</sup> day of July 2020</b> , until <b>10:00 a.m.</b> at the address specified in this Section and in the Contest invitation.
23.3	Bidders will not have the option to submit their proposals electronically
26.2	For the process to continue it is necessary to receive at least (1) proposal
<b>E. Evaluation and Comparison of the Proposals</b>	
28.2	The period for presenting clarifications or additional information requested by the Executive Contest Committee shall be at least (3) working days.
30	The selection method is <i>based on Quality and Cost</i> .
31.4	The minimum rating for a technical offer must be <b>(70 %)</b>

Ref. from Section II	Contest Data
31.5	The weighting of the technical offer will be 70% and, the weighting of the financial offer will be 30% of the total tender.
36.2	The period for presenting protests to the results of pre-qualification or evaluation processes once they have been communicated to the Consultants is <b>5 working days</b> , counted from the next working day after the notification
<b>F. Contest Awarding</b>	
40.1	The awarded bidder must not present a performance bid
40.2	No advanced payment will be made
41.1	<p>Documents to submit before signing the contract:</p> <ol style="list-style-type: none"> <li>1. Copy of Social Security Card or passport</li> <li>2. Letter from Financial Institution indicating account number</li> <li>3. Proof of health and life insurance coverage</li> </ol> <p>The previous documents must be submitted <b>10 working days</b> after the notification of award.</p>
41.2	<p>The contract signing procedure to be followed is: Obtaining the non-objection from CABEL, Concurrence from the Ministry of Finance and the Office of the Contractor General.</p> <p>The period for signing the contract is <i>14 calendar days</i>.</p> <p>Commencement of Service is 10 days after signing the contract.</p>
41.3 (c)	For disputes during the execution of the contract, the arbitration contemplated in the national legislation of Belize (Arbitration Act) is established as the resolution and shall be carried out in the country of Belize.

## Section IV.

### Evaluation Criteria

#### A. First Stage of Pre-qualification.

As part of its proposal, the Consultant will include all the documents accrediting its prequalification to participate in the contest and its qualifications to provide the consultancy services required if it receives the contest award.

#### Pre-qualification Criteria

The Consultant that does not comply all criteria will not pass to the Technical Offer evaluation stage.

Pre-qualification Criteria 1: Capacity to be bound and contract	
Evaluation	Evidence Presented
Complies/Does not Comply	1. Participation confirmation letter and presentation of the proposal. (CP-1) (Mandatory document)
Complies/Does not Comply	2. Copy of social security card or passport
Complies/Does not Comply	3. PREC-1 Form – Notarized affidavit signed by an Attorney-of-Law or Justice of the Peace

Pre-qualification Criteria 2: Capacity to contract with CABEL financing		
Requirement	Evaluation	Required documentation
The consultant is not included in the List of Prohibited Counterparts of CABEL or other list of ineligibility of CABEL	Comply/Does not Comply	Search in the list of disabled, sanctioned or declared ineligible by CABEL and in the list of the organizations recognized by CABEL
The consultant has not been disqualified or declared as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEL for such purpose.	Comply/Does not Comply	

**B. Second Stage Technical Offer Evaluation.**

The evaluation criteria for the technical proposals shall be:

<b>Criteria 1: Specific Experience related to the contest process</b>			
<b>Requisite</b>	<b>Evaluation</b>		<b>Documentation required</b>
a) Minimum of 5 years of working experience supervising works of similar concrete buildings in Belize, Central America or the Caribbean.	More than 8 years	30%	TEC-1 and TEC-3 Forms
	>5 years – 8 years	25%	
	At least 5 years	20%	
	Less than 5 years	0%	
b) Minimum of 3 years in the review / preparation of designs/drawings/bill of quantities (boq) for construction works in the last 5 calendar years (2015 – 2019).	More than 5 years	25%	
	>3 years – 5 years	20%	
	At least 3 years	15%	
	Less than 3 years	0%	
c) Number of designs /drawings /bill of quantities (boq) reviewed / prepared for construction works	More than 4 designs/drawings/boqs	15%	
	>2 - 4 design/drawings/boqs	10%	
	At Least 2 design/drawings/boqs	7%	
	Less than 2 design/drawings/boqs	0%	
d) Demonstrate Knowledge of Belize’s environmental, health and safety regulation with regards to construction of infrastructure	more than 2 assignments	10%	
	At least 2 assignments	5%	
	Less than 2 assignments	0%	

<b>Criteria 2: Academic Experience</b>		
<b>Requisite</b>	<b>Evaluation</b>	<b>Documentation required</b>
a. Bachelor’s Degree in Civil Engineering / Construction / Structural, Architecture	15%	TEC-2, TEC-3 Forms and Diploma
b. Master’s Degree in Civil Engineering / Construction / Structural, Architecture or other related discipline	20%	

### C. Evaluation of the Financial Offer

Based on the financial offer forms ECO-1 and ECO-2, the Executive Contest Committee will evaluate only the Financial Offers of those pre-qualified proposals and their technical evaluation is equal to or greater than the minimum established.

When evaluating Financial Offers, the Executive Contest Committee will determine the reasonableness of the price and the evaluated price of each offer, making the arithmetical corrections in accordance with what is established in Section II. Once the financial offer has been reviewed and the arithmetical errors, if any, have been confirmed, a score equal to the weighted score of the financial offer will be assigned to lowest financial offer ( $P_m$ ).

The formula to determine the financial scores of the rest of the offers is as follows:

$$\text{Financial Score} = PPE \times P_m / P_i,$$

*When*

*$P_m$  = Lowest price*

*$P_i$  = Price of the proposal under consideration*

*PPE = Weighted score of the financial offer*

### D. Combined Technical – Financial Evaluation

A combined evaluation will be in accordance with the selection method stipulated in numeral 30 of Section III and the technical-financial weighting stipulated in numeral 31.5 of Section III, as follows:

$$\text{Combined Score} = \text{Technical score} \times T + \text{Financial score}.$$

*Where  $T + P = 1$  and,*

*T = weighting assigned to the technical proposal*

*P = weighting assigned to the financial offer;*

After the above calculation, the proposals will be classified in accordance with the order of merit of their combined scores.

### E. Most convenient proposal

The Executive Contest Committee will recommend the awarding of the contract to the most convenient proposal, which will be the one that:

1. Complies with all pre-qualification requisites,
2. *The technical offer has at least the minimum established technical score indicated in Section III.*
3. *Obtains the highest combined technical-financial evaluation score*
4. Not included in the List of Prohibited Counterparts of CABEL or other list of ineligibility of CABEL
5. Not having been disqualified or declared as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEL for such purpose.

## **Section V**

### **Bidding Forms**

#### **Pre-qualification**

- CP-1**            Proposal Presentation Letter
- PREC-1**        Notarized affidavit signed by an Attorney-of-Law or Justice of the Peace

#### **Technical Offer**

- TEC -1**        Specific Experience
- TEC - 2**       Academic Experience
- TEC - 3**       Curriculum Vitae

#### **Financial Offer**

- ECO-1**        Presentation of Financial Offer
- ECO-2**        Detailed Financial Offer

**CP-1 Participation Confirmation Letter and Presentation of Proposal**

Date:  
National Public Contest No.:

Sirs  
Executive Contest Committee

Dear Sirs:

By means of this letter I confirm my decision to participate in the contest for Consultancy Services for a Project Engineer of the Belize Integral Security Programme (BISP).

Thus, I am sending my attached Proposal; it is valid for a period of \_\_ (days) \_\_ after the established deadline for receiving proposals. At the same time, I confirm my commitment to comply with the proposal if I receive the award and get contracted.

It is understood that the Pre-qualification documents, Technical Offer, Financial Offer and all the information that is attached to this proposal will be used by the Executive Contest Committee to determine, at its judgment and discretion, the capacity to provide the work required by the process.

I accept that any false information or omission in this application and/or its annexes may be grounds for disqualification of the proposal.

If I am chosen as the consultant, I am committed to carrying out the proposed execution timetable and complying with everything requested in the Contract Clauses pursuant to the Technical Requirements, Plans, Studies, Contest Instructions and any clarification or modification issued for this project.

The Signatory of this document guarantees the truth and accuracy of all the statements and documents included.

Dated on \_\_\_\_ (Day) \_\_\_\_ of \_\_\_\_ (Month) \_\_\_\_ of \_\_\_\_ (Year) \_\_\_\_.

Name of Consultant \_\_\_\_\_

Signature \_\_\_\_\_

**PREC-1 FORM**

National Public Contest No: *(indicate the name and number of the contest process)*

I *(Name of the consultant)* \_\_\_\_\_, of nationality \_\_\_\_\_ with identification document number \_\_\_\_\_, with profession \_\_\_\_\_, domiciled in the city of \_\_\_\_\_, country \_\_\_\_\_.

I certify and declare the following:

- i. That I have no relationship, nor have been involved in activities related to money laundering and financing of terrorism;
- ii. I'm not in call for creditors, bankruptcy or liquidation;
- iii. I'm not in judicial interdiction;
- iv. No conflict of interest in accordance with what is described in the instructions for bidders and contest data;
- v. That I'm not included in the CABEL Prohibited Partners List or other list of ineligibility of CABEL;
- vi. That I have not been disqualified or declared by an entity or authority as ineligible for the obtaining of resources or the awarding of contracts financed by any other entity, while find the sanction in force;
- vii. That I have not been found guilty of crimes or sanctions related to Prohibited Practices by the competent authority.

I also authorize the corresponding Borrower/Beneficiary and the Central American Bank for Economic Integration (CABEL), to carry out the verifications that it considers pertinent in order to corroborate the above mentioned with any system search or database of which the Borrower/Beneficiary or CABEL dispose for such purposes, as well as with any competent authority deemed necessary.

Likewise, I certify and declare to know the origin of my assets and manifest that they do not come from any illegal activity.

Finally, and if applicable, I declare that the funds provided will be administered in accordance with the best practices, transparency and integrity and will not be used for illicit activities at any time.

Additionally, I declare that I will immediately notify the Borrower/Beneficiary and CABEL in case of any change in the aforementioned conditions occurs at any time

I accept that the Borrower/Beneficiary will have the right to exclude me from this contest process if the information provided in this Affidavit is false or if the change of the condition occurs later after the delivery of this Affidavit.

**Complete name:**

**Signed:**

**Date:** *(date, month and year of the signature)*

**FORM TEC-1**

**Specific Experience**

Describe the detailed information of each of the contracts, individually.

Description of the work executed by the Consultant:	
Name of Company/Organization	
Address: Phone Fax Email	
Country where the work was executed:	
Location within the Country:	
Work execution period: (e.g. six months; one year)	
Date of Initiation(month/year):	Date of Completion (month/year):
<b>Total value of work execution: (in US \$)</b>	

The information provided herein must be completed for each of the experiences presented and must be supported by a copy of complete satisfaction of termination of a prior consultancy; this copy must be issued by the Consultant.

Consultant Name: *(indicate full name of Consultant)*

Signed:

**FORM TEC-2**

**Academic Experience**

Describe the detailed information of each diploma obtained

<b>Start Month/Year</b>	<b>End Month /Years</b>	<b>Years*</b>	<b>Diplomas</b>	<b>Academic Institution</b>
<i>[indicate month/year]</i>	<i>[indicate month/year]</i>	<i>[indicate number of years]</i>	Diploma Name: <i>[indicate complete name]</i>	<i>(indicate name)</i>

**FORM TEC-3 Curriculum Vitae (should include the following information)**

1. Consultant name:	
2. Date of Birth:	Nationality:
3. Education: <i>(Indicate the names of universities and other specialized education of the individual, providing names of institutions, degrees obtained and their dates)</i>	
4. Professional associations to which he/she belongs:	
5. Other specialties: <i>(Indicate significant studies since having obtained the degrees listed in item 5 – Where did you obtain the education):</i>	
6. Countries in which you have work experience: <i>(List the countries where the individual has worked over the last ten years):</i>	
7. Languages <i>(For each language indicate speaking, reading and writing proficiency levels: good, fair or poor):</i>	
8. Work History <i>(Starting with the present position, list in chronological order the positions that the candidate has since graduation, indicating the activities carried out for each job in the framework of this contract, including of employment, name of the organization and positions held):</i> From <i>(Year and month)</i> : _____ Until <i>(Year and month)</i> _____ Company name: _____ Positions and activities carried out: _____	

**Certification:**

I, the undersigned, hereby certify that to the best of my knowledge and understanding, this CV correctly describes me, my qualifications and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of the consultant]* Day / Month / Year

Complete name of Consultant: \_\_\_\_\_

**FORM ECO-1**

**Presentation of Financial Offer**

Date: \_ (month) \_\_\_\_\_ (day) \_\_\_\_\_ of \_\_\_\_ (year) \_\_\_\_\_

Executive Contest Committee  
Belize Integral Security Project; N° CABEI-CS-26/2147

In accordance with the documents received to present the offer for the Project N° CABEI-CS - 26/2147, I (name): \_\_\_\_\_ offer to carry out the execution of the consultancy through a contract for a closed total sum of \_\_\_\_\_ *(Write amount in letters and numbers)* US Dollars.

My offer will remain in effect for (120) *one hundred twenty* days from the date of presentation of the proposal.

In the event of being selected as the consultant for this process, I commit myself to complying with the proposed execution schedule and with everything requested in the Contract Clauses, pursuant to the technical requirements of the Executing Body, Plans, Studies, Instructions of this Contest and any clarification or addition issued for this project.

I understand and accept that the Borrower/Beneficiary is not obligated to accept the lowest offer or any offer they may receive.

Sincerely,

**Consultant:** *(indicate full name of the Consultant)*

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

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

**Date:** *(day, month and year of proposal signing)*

FORM ECO- 2

**Financial Offer and Payment Timetable**

*The Financial Offer must reflect the total budget estimated by the Consultant. The total cost is the total sum of the costs of all activities and responsibilities and any cost relating to executing the contract.*

	Description (of activities and responsibilities; taxes, social security and other costs)	Total Cost (US\$)
A		
B		
C		
D		
E		
F		
G		
<b>TOTAL</b>		

Example of Financial Offer :

	Description (of activities and responsibilities; taxes, social security and other costs)	Total Cost (US\$)
A	Annual Gross Salary	
	Social Security (employee contribution)	
	Tax (es) eg PAYE 25%	
B	Gratuity (20% of A: Annual Gross Salary)	
C	Life Insurance	
D	Medical Insurance	
E	Telephone Allowance	
F	Subsistence	
G	Other costs:	
<b>TOTAL (A+B+C+D+E+F+G)</b>		

## Section VI.

### Terms of Reference

#### PROJECT ENGINEER

##### 1. Background

The Government of Belize (GOB) is implementing a security programme with the overall objective to contribute to improving the quality of life of Belizeans and to support regional efforts that seek to combat crime. The key goal of the Belize Integral Security Programme (BISP) is to strengthen citizen security by providing support to those institutions directly engaged in maintaining national security.

The BISP will allow for the improvement of infrastructure and the provision of equipment for the Belize Defence Force (BDF), Belize Police Department (BPD), Belize Coast Guard (BCG) and the National Forensic Sciences Service (NFSS). Infrastructure works will include new construction as well as refurbishment and improvement of existing buildings. Surveillance and monitoring, mobilization, and specialized technical equipment will also be supplied to these institutions.

The BISP is financed by the Central American Bank for Economic Integration (CABEI) through a loan facility with complementary input activities funded by the GOB. The Ministry of Economic Development, Petroleum, Investment, Trade and Commerce (MEDP) is the executing body (EB) for the programme with policy direction and oversight provided by a program steering committee (PSC) comprised of representatives from the Office of the Prime Minister, Ministry of Economic Development, Ministry of Finance, and Ministry of Works. Execution direction and technical oversight will be provided by a program technical committee (PTC) comprised of representatives from co-executing entities: BDF, BPD, BCG and NFSS. Operational and administrative support for the BISP is being provided by a programme executing unit (PEU) to be established within the executing agency.

A Project Engineer (PE) is required to support the Programme Executing Unit (PEU).

##### 2. Scope of Works

The Project Engineer will be responsible for coordinating and supervising the execution of the technical components of the Programme. The Project Engineer will be responsible for the duties & tasks, listed below:

- (a) Prepare and submit the terms of references for: the recruitment of the pre-investment for the design of the infrastructure projects; equipment specifications; the recruitment of the engineer consultants and contractors.
- (b) Prepare the terms of reference for the request for offers for the procurement of works and equipment, as well as, support the Procurement Officer in the execution of the respective processes, responding to technical inquiries that may arise during such procurement processes.
- (c) Assist the Project Coordinator in the invitation and evaluation of bids including the preparation of bid reports and recommendation of the award of supply and construction contracts.
- (d) Coordinate with the assigned representative of the Co-Executors, the verification of the lands

where the infrastructure works will be built and with the suppliers, the verification of the characteristics of the works to be executed, rehabilitated and supervised. Respond to inquiries that may arise from such visits.

- (e) Manage the construction and/or rehabilitation contracts for the infrastructure works and the purchase of equipment in coordination with the Co-Executors.
- (f) Monitor and evaluate the effective implementation of infrastructure projects and equipment with each Co- executor; to be done through field inspections to ensure compliance with the implementation schedule and terms of reference agreed upon in the respective contracts with the expected quality specifications and design, drawings, and pre-investment product.
- (g) Review the payment documents that result from the procurement of services or goods linked to the sub- projects or studies.
- (h) Provide technical support to the Procurement Officer and M&E Officer in the formulation of the Annual Operating Plan as well as in the General and Yearly Budget for BISP, for the approval of the Project Coordinator.
- (i) Assess and deliver an opinion regarding requests for modification of amounts or deadlines submitted by the Contractors and / or Suppliers of Equipment to the Project Coordinator.
- (j) Support the evaluation processes required for the CABEI Mid-Term and Ex Post Evaluations; and
- (k) Perform any other duties that may be assigned.

### **3. Supervision and Reporting**

The Project Engineer will work under the general guidance and report directly to the Project Coordinator and under the supervision of the MEDP. The post will be based at the MEDP located in Belmopan City.

### **4. Terms**

The Project Engineer will be selected by a competitive process in accordance with CABEI's Policies for the Procurement of Goods, Works, Services and Consultancies (revised 2015). The duration of the post will be for one year, in the first instance, and according to annual review and evaluation, for the time necessary while the project is in the execution stage. Salary will be commensurate with the requirements of the post and the qualifications and experience of the selected candidate.

### **5. Qualification and Experience**

- Bachelor's degree in Civil/Construction/Structural Engineering or Architecture; Or Master's degree in Civil/Environmental Engineering.
- Minimum of five (5) years professional working experience in a leadership position as a supervisor of works of similar concrete buildings or of similar complexity done in Belize, Central American countries or the Caribbean.
- Minimum of three (3) years previous working experience in the review and preparation of designs/drawings/Bill of Quantities for construction works; in the last five (5) calendar years (2015-2019).
- Knowledge of Belize's environmental, health and safety regulations with regards to

construction of infrastructures.

- Minimum of two (2) years' experience in Project Management.
- Knowledge and skill in the use of MS Office, Microsoft Project and AutoCAD.
- Excellent written and oral communication skills in English; Knowledge of written and spoken Spanish would be an asset.
- Reside in Belize during program execution and willingness to travel regularly to the project location.

## Section VII.

### Contract Format

**BELIZE:**

**AGREEMENT # \_\_ of 2020**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2020 between the **GOVERNMENT OF BELIZE** acting through the **Ministry of Economic Development, Petroleum, Investment, Trade and Commerce (MEDP)** (hereinafter called “the Government”) and **Mr. / Mrs./Ms.** \_\_\_\_\_ (hereinafter called “the person engaged”).

1. The person engaged agrees and undertakes that he will diligently and faithfully perform the duties of **Project Engineer, Belize Integral Security Programme** for a period of **one (1) year** commencing August \_\_, 2020 and will act in all respects according to the instructions or directions given to him by the Government through its duly authorized Officer.
2. This Agreement is subject to the conditions set forth in the clauses of the Schedule below, the Terms of Reference, Base Document, the proposal of the person engaged hereto annexed and any additional clause or addendum that may be incorporated into the contract which forms an integral part of this Agreement.

**NOW THEREFORE THE TERMS ARE HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

#### SCHEDULE

##### **TERMS OF ENGAGEMENT**

1. (a) The engagement of the person engaged is for a period of resident service of one (1) year commencing August \_\_, 2020 and may be renewable up to a period of three (3) years according to the evaluation of performance.  
  
(b) The term of engagement shall be deemed to be completed on the date on which any leave granted to the person engaged in respect of the period engagement expires.

##### **STATION**

2. The workstation of the person engaged will be at the Office of the Belize Integral Security Programme.

## **DUTIES**

3. The duties of the person engaged shall be outlined on the attached terms of reference.

## **RENUMERATION OF SERVICES**

4. (a) The salary of the person engaged is fixed at \$\_\_\_\_\_ USD per annum. Salary however will be paid in local currency (Belize Dollar) at the official exchange rate of the Central Bank of Belize on payday.  
  
(b) The salary of the person engaged may be liable to deductions under Clause 14.

## **GRATUITY**

5. On final completion of the term of engagement, or in circumstances provided for in Clause 10 and 11 below, the person engaged will be eligible to receive a Gratuity of twenty percent (20%) of the total salary, excluding allowances, which may have been granted provided that his/her services and his/her conduct have been satisfactory. The total salary paid to the person engaged under this Agreement includes salary paid during any period of leave or absence, which the person engaged may have earned under the provisions of Clause 9 below. If the term of engagement is extended as provided for in clause 19, the Gratuity in respect of the initial period of engagement shall become payable at the expiration of the initial Agreement.

## **INSURANCE**

6. The person engaged shall provide insurance policy that covers Medical Insurance with a minimum coverage of \$50,000.00 USD and Life Insurance Coverage with a minimum coverage of \$12,500.00 USD.

## **SUBSISTENCE AND ACCOMMODATION ALLOWANCE:**

7. Subsistence allowance and overnight hotel expenses will be paid at the rate prescribed by the Public Service Regulations for similar classes of officers.

## **LEAVE**

8. The person engaged shall after a minimum period of three months, and on the determination of his/her service under the Agreement, be eligible, provided that his/her work and conduct has been satisfactory, for vacation leave with full pay at the rate of thirty (30) working days per annum. Such leave must be taken within the life of the contract period.

## **ILL-HEALTH AND TERMINATION**

9. (a) The person engaged is entitled to sixteen (16) calendar days sick leave per annum with pay during the period of his/her engagement in accordance with the Public Service Regulation.
- (b) If the person engaged is unable by reason of ill-health (not caused by his/her own misconduct) to perform his/her obligations under this Agreement diligently and faithfully, an assessment of the likely incapacitation shall be obtained from a qualified government medical practitioner of the Employer's choosing and, in cases where this assessment indicated an extent of incapacitation in excess of one (1) week, a determination shall be made between the parties as to whether it is in the interest of the Agreement to terminate and the Employer may take steps to terminate this agreement. The Employer shall pay the salary accrued up to the date of such termination or certification, and the person engaged shall have no further claim on the Employer.
- (c) If at any time it shall be certified by a duly qualified medical practitioner, employed by the Government, that the person engaged is incapable by reason of any infirmity of mind or body of rendering efficient service, the Employer shall be entitled to terminate the Agreement and shall pay the person engaged fees accrued up to the date of such certification, and the person engaged shall have no further claim on the Employer.

## **DISMISSAL/TERMINATION**

10. If the person engaged shall at any time after the signing hereof neglect or for any cause (excepting ill-health not caused by his/her own misconduct as provided for in Clause 10) become unable to perform any of his/her duties, or refuses to comply with any order, or discloses classified information in respect of the affairs of the Government to any unauthorized person, or shall in any manner misconduct himself/herself, the Government may dismiss him/her, on such dismissal all rights and advantages reserved to him/her by this agreement shall cease.

## **DETERMINATION OF ENGAGEMENT**

11. (a) During the first three months of the period of engagement, the Government may terminate the services of the person engaged, without assigning any reason, by giving one month's notice or paying him/her one month's salary *in lieu* of notice.
- (b) If the service of the person is continued after three months, the Government may thereafter, without prejudice to Clause 10 hereof, terminate his/her engagement, without assigning any reason, by giving him/her one month notice or by paying him/her one month's salary *in lieu* of notice.

- (c) The person engaged may during the first three months of his/her service terminate his/her engagement by giving the Government one month's notice or on paying one month's salary *in lieu* of notice.
- (d) After the expiration of three months the person engaged may at any time determine his/her engagement by giving the Government one month's or on paying one month's salary *in lieu* of notice.
- (e) If the person engaged terminates his/her engagement before the expiration of this agreement otherwise than in accordance with this section, he/she shall be liable to pay the Government, as liquidated damages, three month's salary or a determined cost.

**NEGLECT, REFUSAL OR FAILURE TO PERFORM DUTIES:**

- 12. If the person engaged shall at any time after the signing hereof, neglect or refuse or for any cause (excepting failure to act on instructions considered to be illegal) fail to perform or become unable to perform any of his/her duties satisfactorily or with due diligence, the person engaged shall be notified in writing of any unsatisfactory services arising therefrom and shall be given ten (10) working days, or such further period as the Employer may determine, to rectify the situation. Failure by the person engaged to rectify the situation within the time allotted shall result in the Employer forthwith terminating the services of the person engaged, and on such termination all rights and advantages reserved to the Employer by this Agreement shall cease.

**LIABILITY**

- 13. In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any order, standing order, or departmental instructions, or from any neglect of duty whatsoever on his/her part, he/she may be liable to deduction from his/her salary to make good the damage or any part thereof, the discharge of which shall be fixed by the Government.

**OWNERSHIP OF MATERIAL**

- 14. All manuals, notes, drawings, specifications, reports, documents, and other technical data produced by the person engaged or under the Project shall be the sole property of the Employer and shall be handed over to the Employer upon expiration or termination of this Agreement or otherwise.

**CONFLICT OF INTEREST**

- 15. (a) The person engaged shall not undertake any other work commitments during the period of this Agreement which, in the opinion of the Employer may create conflicts of time or interest in the performance of the Employee's duties under this Agreement.

(b) The person engaged shall not authorize any tests, investigations, or analyses to be carried out by any person, company, firm or corporation that may have a direct or indirect financial interest in the results of such tests, investigations, or analyses.

**EMPLOYEE TO PAY TAXES AND SOCIAL SECURITY:**

16. The person engaged will be responsible for paying to the Government of Belize all taxes and levies chargeable on income earned under this contract, as well as the required employee's contributions to the Belize Social Security Board.

**ARTICLES OF ENGAGEMENT**

17. (a) If the person engaged shall disclose any information in respect of the affairs of the programme to any unauthorized person or shall behave in such a manner as to bring into disrepute, the government may for with terminate the services offered, and on such termination, all right and advantages reserved to the person engaged by this Agreement shall cease.

(b) All manuals, notes, drawings, specifications, reports, documents and other technical data produced by the person engaged or under the programme shall be the sole property of the Government or their respective owners.

(c) The person engaged shall not undertake any other work commitments during the period of this Agreement which, in the opinion of the Government may create conflicts of time or interest in the performance of his/her duties under this Agreement.

(d) The person engaged shall not authorize any tests, investigations, or analyses to be carried out by any person, company, firm or corporation that may have a direct or indirect financial interest in the results of such tests, investigations, or analyses.

(e) The government or the person engaged, with the prior written approval of the Central American Bank for Economic Integration, may request any modifications of the specific duties set out in the Terms of Reference, but no modifications of the specific duties shall become effective except by written agreement between the Government and the person engaged, and the prior approval in writing of the Central American Bank for Economic Integration (CABEI).

(f) The Central American Bank for Economic Integration shall be entitled, without prejudice to the rights of the Government of Belize contained in this Agreement, to monitor the execution of the duties by the person engaged through the Ministry of Economic Development and Petroleum, as the Executing Agency, in Belize and the Bank will request and receive records or documents relating to the work of the person engaged.

## **FURTHER EMPLOYMENT**

18. Three months prior to the completion of a tour of service the person engaged shall give notice in writing to the Government whether he/she decides to remain in its employment, and the Government shall thereupon decide whether it will offer him/her further employment. The re-engagement will be on such terms and for such period, not exceeding the term of the Government, as may be mutually agreed.

## **OTHER CONDITIONS**

19. (1) As per Base Document, Section II and III, Article 41.3, the following conditions are included:

All contracts consultancies carried out with CABEI resources will be subject to:

- a) CABEI supervision, pursuant to provisions in force regarding the area, to ensure the achievement of planned objectives.
- b) No Objection prior to any relevant change, such as: those that may involve an increase in costs related to CABEI financing, delays in the execution schedule of the operation and changes in the scope of the services provided.

20. All disputes arising in connection with the validity, the interpretation, execution or the performance of this Agreement which cannot be resolved amicably shall be settled under the Rules of Conciliation and Arbitration contemplated in the national legislation of Belize (Arbitration Act). The arbitration shall take place in Belize and shall be conducted in English. The arbitrators shall apply Belize Law.

21. The person engaged shall observe CABEI Prohibited Practices that are set forth in Exhibit I and all related CABEI Policies, available at [www.bcie.org](http://www.bcie.org)

22. The person engaged may not assign or transfer any the rights conferred or any obligation imposed by this Consultancy Agreement without the prior written consent of the Government of Belize.

23. All notices and other communications provided for hereunder shall be in writing and mailed, telecopied, or delivered at the address specified opposite such Party's signature below;

Unless otherwise provided for in this contract, the person engaged shall be subject to the Public Service Regulations, Financial Orders, Stores Orders and any other regulations which may be issued from time to time by the Government of Belize.

AS WITNESS OUR HANDS THIS DAY AND YEAR ABOVE WRITTEN.

**For and on behalf of the Government of Belize**

---

PÚBLICO

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Ms. Yvonne Hyde, **Chief Executive Officer**  
**Ministry of Economic Development, Petroleum,**  
Investment, Trade and Commerce  
Address:

---

**Project Engineer**

In the presence of

In the presence of

---

Witness

---

Witness

Name:  
Address:  
Occupation:

Name:  
Address:  
Occupation:

\*\*\*\*\*

***Annexes***

- Base Document
- Terms of Reference
- Consultant’s proposal

## Exhibit I Prohibited Practices

CABEI requires from the Borrowers/Beneficiaries and all individuals or legal entities that participate or provide services in projects or operations with CABEI financing, whether in their capacity as bidders, borrowers, executing bodies, coordinators, project supervisors, contractors, subcontractors, consultants, suppliers, donation beneficiaries (and all officials, employees, representatives and agents), as well as any other type of analogous relationship, the following:

- a. Observe the highest ethical standards in all stages of the procurement process or in the execution of a contract.
- b. Refrain from performing any act or action that is framed or can be categorized as a Prohibited Practice.
- c. Report to CABEI, using the Reporting Channel or other reporting mechanism available to CABEI, any act suspected of constituting a Prohibited Practice of which it has knowledge or has been informed.

In accordance with best practices and to establish a framework of reference in the operation, the following are considered prohibited practices: Corrupt Practice, coercive practice, fraudulent practice, collusive practice, obstructive Practice for purposes of this provision, the foregoing terms, as well as the actions to follow can be found in the article 16 of the Norms for the Application of the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEI resources.

In case of complaints received in the reporting channel or other means acceptable to CABEI, related to prohibited practices that occurred during the procurement processes 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 CABEI resources, the Bank will proceed in accordance with its internal policies related to the subject.

Prior to determining the existence of a Prohibited Practice, CABEI reserves the right to execute the required audit and investigation procedures and will grant the counterparties and their related parties the procedural opportunity to argue their defense, through the execution of an Administrative Procedure.

When it determines the existence of a prohibited practice, CABEI will determine one or more of the actions and recommendations that are listed below, without their being restrictive:

- a. Refer the corresponding case to the competent local authorities.
- b. Issue a written warning.
- c. Adopt measures to mitigate the identified risks.
- d. Suspend disbursements.
- e. Deobligate funds.

- f. Require the advance payments of the resources
  - g. Cancel the business or the contractual relationship.
  - h. Suspend the procurement processes, or execution of contracts, regardless of the state in which they are in.
  - i. Request additional guarantees.
  - j. Execute bonds or guarantees.
  - k. Request reimbursement of expenses or costs associated with the activities and investigations carried out in connection with the commission of prohibited practices.
- Actions or recommendations determined by CABEL will be of obligatory compliance and enforcement.

In any case, notwithstanding sanctions imposed by the authorities of the Borrower/Beneficiary's country, CABEL reserves the right to request the suspension of the contracting processes or execution of the resulting contracts, regardless of the state in which they are in. If CABEL requests the suspension of the contracting procedures or of the execution of contracts, and this does not happen, the Bank reserves the right to not finance any resulting contract. Because of a research process, CABEL may incorporate natural or legal persons in the List of Prohibited Counterparties or another ineligibility list that CABEL has established for this purpose.]