

BELIZE

*Standard document for procurement of goods and equipment through
Price Comparison*

*Supply and Installation of Music Studio Building for the Orange Walk
Studio for the Music and Entertainment Studio Project*

Project Number: BL-L1020

Loan Number: 3566/OC-BL

Date of Issue: September 20, 2022

Latest Date for Submission: September 30, 2022

Funding Source: Inter-American Development Bank (IDB)

INVITATION TO QUOTE

Loan Number: 3566/OC-BL

Project Number: BL-L1020

Project Name: Sustainable Tourism Program II

Contract/Bid Number GDS 27

**To: (Supplier's name)
(Supplier's address)**

Dear Sir/Madam:

1. You are invited to submit your price quotation for the supply of the following items:

Item No.	Description	Quantity	Delivery Required by
1	Supply and Installation of Music Studio Building	1	3 months after contract signature

2. The Government of Belize has received a loan from the Inter-American Development Bank (IDB) and intends to apply a part of the proceeds of this loan to eligible payments under the contracts for which this invitation for quotation is issued.
3. You must quote for all the items under this Invitation. Price quotations will be evaluated for all the items together.
4. Your quotation in the required format or other similar, acceptable format should be addressed and submitted to:

Herbert Haylock
Program Manager
Sustainable Tourism Program II
Ministry of Tourism and Diaspora Relations
106 South Street
Belize City
(501) 227-1760
herbert.haylock@belizetourism.gov.bz
5. Your quotation should be in the English language.
6. The **deadline** for receipt of your quotation by the Purchaser at the address indicated in Paragraph 4 is: **Friday, September 30, 2022, at 4:00 pm local Belize time.**
7. Quotations must be submitted in hard copy and preferable (one (1) original and two (2) copies).
8. Your quotation(s) should be submitted as per the following instructions and in accordance with the Terms and Conditions of supply in the attached Quote Submission Sheet.

(i) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of **60** days from the date of receipt for quotation(s) as indicated in Paragraph 6 of this Invitation to Quote.

(ii) SUBMISSION OF OFFERS: Offers will be submitted on the Quote Submission Sheet including a description of specifications offered, Price Schedule for Goods and Related Services. These templates are annexed hereto as Attachment 1. All documents must be completed without any alterations in format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

The Purchaser shall award the Contract to the offer which complies substantially with the technical specifications and other requirements in these documents and represents the lowest price.

9. The Bank requires compliance with its Policies in regard to Prohibited Practices as set forth in clause eight of the contract attached.
10. All the Goods to be supplied under this procedure and financed by the Bank shall have their origin in any Bank's member country. See the clause nine of the contract attached.
11. Requests for clarifications may be done via email and should be addressed to:

Herbert Haylock
Program Manager
Sustainable Tourism Program II
Ministry of Tourism and Diaspora Relations
106 South Street
Belize City
(501) 227-1760
herbert.haylock@belizetourism.gov.bz

13. Please confirm by email the receipt of this invitation and whether you will submit a price quotation.

Sincerely,

Herbert Haylock (Mr.)
Program Manager

SECTION ONE

SPECIFICATIONS

Item No.	Description	Specifications	Quantity
1	Supply and Installation of Music Studio Building	Details are included in Annex1 (drawings and specifications)	1
2	Inspection and Delivery	<ul style="list-style-type: none">- Inspection of Orange Walk property- Assessment of the area before installation- Delivery of pre-constructed structure- Installation of structure- Responsible for all traffic protocols involved with getting the structure to the location	1

Quote Submission Sheet and Specifications Offered

Date: _____
Sub Project Number: _____
Grant/Loan Number: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Invitation to Quote, including the Specifications and the Schedule of Delivery;
- (b) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Bank's Policies on Prohibited Practices.
- (c) We offer to supply in conformity with the Invitation to Quote and in accordance with the Specifications, Price and Delivery Schedule for Goods and Related Services, annexed hereto.
- (d) The total price of our Bid is _____
(amount in words and figures);
- (e) Our bid shall be valid for a period of _____ [same as required bid validity period at clause 8(i);
- (f) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (g) We are not participating, as Bidders, in more than one bid in this bidding process.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Specifications Offered

Item No.	Description	Specifications offered by bidder
1	Supply and Installation of Music Studio Building	

Price and Delivery Schedule for Goods and Related Services

Date: _____

Sub Project Number: _____

Grant/Loan Number: _____

Name of Bidder:

1	2	3	5	6	7	8
Item No.	Description	<i>Country of origin</i>	Quantity	Unit price	Total Price	Delivery Time
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Note: In case of discrepancy between unit price and Total derived from unit price, unit price shall prevail

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____.

Contract No. _____

FORM of CONTRACT AGREEMENT

This contract is made this _____ day of _____ (*Month*), 20__ BETWEEN the Government of Belize through the Ministry of Tourism and Diaspora Relations of 106 South Street (hereinafter called “the Purchaser”) of the one part and _____ of _____ (hereinafter called “the Supplier”) of the other part.

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *Supply and Installation of Music Studio Building for the Music and Entertainment Studio Project and* has accepted a Quote by the Supplier for the supply of those Goods and Services.

AND WHEREAS, the supplier is willing and able to supply the goods on the terms and conditions hereinafter contained and in accordance with the offer, which is annexed hereto as Schedule 1 and shall be treated as an integral part of this Contract,

NOW THEREFORE, the parties hereto hereby agree as follows:

CLAUSE ONE

SCOPE OF WORKS

The Supplier agrees to provide the Goods in accordance with the terms of his offer as set out in the Schedule annexed hereto.

CLAUSE TWO

CONSIDERATION

It is understood and agreed that this is a fixed price contract for the supply of the Goods by the Supplier in the sum of _____ (*number and words*).

CLAUSE THREE

COMMENCEMENT AND DURATION

The contract shall commence on the _____ day of _____, 20__ and shall end on the _____ day of _____, 20__ when all the Goods have been delivered to and accepted by the Purchaser.

CLAUSE FOUR

PAYMENTS

Payments shall be made as follows:

- (a) The Supplier shall be paid an advance of twenty percent (20%) of the Contract Price on signing of the contract.
- (b) The second payment of forty percent (40%) will be paid to the Supplier upon inspection and acceptance of the Goods subject to the provisions of Clause 5 below.
- (c) The final payment of forty percent (40%) will be paid to the Supplier upon final inspection and acceptance of the Goods subject to the provisions of Clause 5 below.

CLAUSE FIVE

PENALTY

Any late delivery of goods will be subjected to a 2% of the value of the goods, per each week of delay which may be charged against the outstanding payment.

CLAUSE SIX

INSPECTIONS AND TESTS

The Purchaser or its representative shall have the right to inspect and/or to test the Goods and related services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser, to be conducted at the Goods' final destination. Should any inspected or tested Goods and/or related services fail to conform to the Specifications, the Purchaser may reject the Goods and/or services, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

CLAUSE SEVEN

TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier.

CLAUSE EIGHT

APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of Belize

CLAUSE NINE

PROHIBITED PRACTICES.

1.1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank¹ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.

(a) For the purposes of this provision, the definitions of Prohibited Practices are as follows:

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

- (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “*obstructive practice*” is
 - (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;
 - (ii) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or
 - (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under sub-paragraph 1.1(f) below or access to information; and
 - (vi) “misappropriation” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard.

- (b) If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, inter alia, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:
 - (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;
 - (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility);

- (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or
 - (viii) refer the matter to appropriate law enforcement authorities.
- (c) The provisions of sub-paragraph 1.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.
- (e) Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
- (g) If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency

signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1.2. The Consultants, including in all cases, the directors, key personnel, principal shareholders, proposed personnel, and agents represent and guarantee:

- (a) that has read and understood the Bank's definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;
- (b) that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication, or execution of this contract;
- (c) that has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel, or principal shareholders have been declared ineligible to be awarded a contract by the Bank
- (e) that all commissions, representative or agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and
- (f) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in sub-paragraph 1.1 (b).

CLAUSE TEN

ELIGIBILITY.

A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans.

All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank's member country; i.e., Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank.

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

Purchaser Representative

Company Representative

Annex 1

Studio 2 – Orange Walk Town Music and Entertainment Studio:

1. Installation of Wooden Structure in identified space
2. Internal Design
 - a. reception or welcome area (5' x 12')
 - b. music producer room (13' x 12')
 - c. recording and or vocal room (6' x 12')
3. Supplier of prefabricated wooden Structure – collaboration to secure structure in space identified
4. Building contractor – to install partitions, doors, cabinets, and painting

The Orange Walk Town Music & Entertainment Studio will be located at coordinates, 18.079980, -88.561647 designated via Google Maps. The prefabricated zinc building will measure 24 feet long, 12 feet wide and 10 feet in height. The Music & Entertainment Studio will be placed on a government available space that is between the Orange Walk Post Office and the Department of Youth Services Building. See Figure 7b and 7c for details. The space available for the Music & Entertainment Studio is 35 feet wide by 65 feet in length.

The Music and Entertainment Studio will comprise of three (3) areas or rooms as shown in Figure 5 below:

Figure 5: The conceptual internal design of the Orange Walk

Coloured designed zinc 628 feet

Lumber 1,200 feet

French style windows 3 (48"x60")

Cured lumber doors 4 (40"x80")

Electricity: Cables, elect. boxes, accessories

Bathroom sewerage system 1

Bathroom accessories

Interior design, ceiling & plycem walls

House ground securing

House transportation

Entrance & surrounding enhancement