



Belize Procurement Week

Bridging the gap between local supply capabilities and the demand for works, in Inter-Development Bank (IDB) and Caribbean Development Bank (CDB) financed projects.

BELIZE PROCUREMENT WEEK November 4th – 8th 2024





1



 **PENDA**
CONSULTING & DEVELOPMENT

Belize Procurement Week

Empowering Tomorrow's Bidders for Success

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BELIZE PROCUREMENT WEEK November 4th – 8th 2024





2

TABLE OF CONTENTS



- Overview of the Procurement Process
- Understanding the Bidding Process
- Understanding Legal Procurement
- Common Errors with Case Studies
- Pricing and Costing Strategies
- **You Won!!! What is Next?**



BELIZE PROCUREMENT WEEK November 4th – 8th 2024





3



Awarding and Contract Management

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4

Contract Award & Management

Pre-award stage

The pre-award stage is any work that takes place prior to a contract being signed. During this stage, it's important to ask yourself:

- ☐ Why is the contract being established?
- ☐ Will the supplier be able to deliver?
- ☐ How will the contract work once it's been awarded?

Post-award stage

The post-award stage is where contract management and maintenance come in. This can be divided into three stages:

- **Service Delivery:** Ensuring service is delivered with the agreed performance and quality levels.
- **Supplier Relationship:** Maintaining and developing an open and constructive relationship
- **Contract Administration:** Formal management of the contract

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5

Contract Management Best Practice



Risk:

Do your homework. The pre-award stage is just as important, so spend time planning and understanding the requirements to minimise risk.

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6

Contract Management Best Practice



Skills:

Make sure contract managers have good soft skills. These skills will help develop long-standing relationships that will deliver value to your business.

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7

Contract Management Best Practice



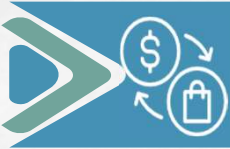
Time:

Make sure the time spent is relative to the importance of the contract.

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8



Contract Award Process

Notification of Award

- ☐ After evaluation, notification with the intention to award is sent to all the bidders
- ☐ Standstill
- ☐ Award letter is sent to the bidder with the draft contract.

Signing of Contract

- ☐ The contractor and employer sign the contract, formalizing the agreement and terms.

Contract Performance



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9

Section X. Contract Forms 116

Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB 39 and 42. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Bank required under the Loan Agreement.]

[insert date]

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

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the Contract Price of the equivalent¹ of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified² in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

(a) We accept that *[insert name proposed by bidder]* be appointed as the Technical Adjudicator.³

(b) We do not accept that *[insert name proposed by bidder]* be appointed as Technical Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Technical Adjudicator in accordance with ITB 44.1.⁴

¹ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

² The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

³ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

⁴ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

Section X. Contract Forms 117

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB 42.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1; and (d) additional information on Beneficial Ownership in accordance with BDS in reference to ITB 41.1, within the next 8 (eight) business days using the Beneficial Ownership Disclosure Form of Section X. Contract Forms.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Agreement

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10

Applicable Contract Types (CDB Specific)

IDB & CDB > USD10,000,000 for FIDIC



Small Works



Large Works



Design & Build
(1 stage/ 2stage)



CDB standard form of contract



FIDIC 1999 Redbook and CDB Particular Conditions



FIDIC 1999 yellow Book and CDB Particular Conditions







BELIZE PROCUREMENT WEEK November 4th – 8th 2024

11

Section X. Contract Forms 118

Agreement

[The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB 28), price adjustment during the evaluation process (ITB 16.3, selection of an alternative offer (ITB 18), acceptable deviations (ITB 27), BAFO or the outcome of the Negotiations (if any, pursuant to ITB 33) or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.]

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

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

Now this Agreement witnessed as follows:

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

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

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

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

Section X. Contract Forms 119

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

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





BELIZE PROCUREMENT WEEK November 4th – 8th 2024

12

Section X. Contract Forms 93

Performance Bank Guarantee (Unconditional)

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

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

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

Date: *[insert date]*

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

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

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

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*);² such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

BELIZE PROCUREMENT WEEK November 4th – 8th 2024



15

Section II. Bid Data Sheet (BDS) 96

ITB 42.1 Beneficial Ownership	The selected Bidder shall submit the Form of Disclosure of Beneficial Ownership.
ITB 43.1 Performance Guarantee	The Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee issued by a banking institution for the sum of 10% of the Contract Price.
ITB 44.1 Advance Payment	The Advance Payment shall be limited to 25% of the Contract Price.
ITB 45.1 Technical Adjudicator	The Technical Adjudicator proposed by the Employer is: Ms. Rany Chia - Director of Chia's Engineering Company Limited - BSc Civil Engineering, MSc in Geotechnical Engineering - Registered Professional Engineer in Belize The hourly fee for this proposed Technical Adjudicator shall be BZ\$ 250.00 The Appointing Authority is: Association of Professional Engineers of Belize (APEB) Lot 269, 8 Mile George Price Highway Belize District, Belize C.A.
ITB 46 Procurement-Related Complaints	The procedures for making a Procurement-related Complaint are detailed in the Procurement Policies for Goods and Works financed by the Inter-American Development Bank GN-2349-15. If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is email), to: Belize Solid Waste Management Authority Attn: Ms. Lumen Cayetano, Director CayetanoLU@gobmail.gov.bz

Bank Guarantee for Advance Payment

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

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

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

Date: *[insert date]*

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

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

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

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

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

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

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

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

BELIZE PROCUREMENT WEEK November 4th – 8th 2024



16

Letter of Acceptance of the Inter-American Development Bank's Integrity Provisions.

Date: _____
Invitation of Bids/Proposals No. _____

We acknowledge that the "Contract" is financed by the Inter-American Development Bank (the "IDB").

We declare that we are not a firm, individual, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), suspended or declared ineligible by the IDB, or declared ineligible by another International Financial Institution and subject to agreements that the IDB has for the mutual enforcement of debarment decisions, and neither is any of our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel.

We acknowledge and accept that the IDB requires that all firms, entities, and individuals bidding for or participating in an IDB-financed activity including, inter alia, personnel, sub-contractors, sub-consultants, service providers or suppliers and their respective officers, employees and agents (whether declared or not) adhere to the highest ethical standards and do not engage in Prohibited Practices, and report to the Bank any act suspected of constituting a Prohibited Practice of which we have knowledge or which we become aware during the selection process or throughout the negotiation or execution of the contract. Prohibited Practices include acts of (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, (iv) collusive practices, (v) obstructive practices, and (vi) misappropriation.²

We acknowledge and accept, without any restriction, that the violation of this requirement constitutes a breach of the IDB's policies and procedures and that it could lead to an investigation by the IDB. If, the

¹ The IDB's provisions of Prohibited Practices and Sanctions Procedures are available at the website: www.idb.org/integrity.
² The Bank defines the following terms:
(i) a "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
(ii) a "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
(iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
(iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
(v) An "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 or access to information.
(vi) A "misappropriation" is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard.

IDB determines that at any stage of the procurement process or implementation of a contract, a Prohibited Practice has occurred, the IDB may impose a sanction or take other measures, without prejudice to civil, criminal or other actions that may take place.

With respect to investigations of alleged Prohibited Practices conducted by any designated IDB personnel we shall:

1. fully assist the IDB with its investigation;
2. maintain all documents and records related to the [CONTRACT] for seven (7) years after completion of the works, goods and services, as applicable, contemplated in the [Contract];
3. deliver any document necessary for the IDB investigation; and make available our employees or agents with knowledge of the [CONTRACT] to respond to questions from the IDB.

We declare that we are not in a conflict of interest in connection with this procurement process or the implementation of the Contract. We further declare that:

1. we, and our employees, agents, and consultants, were not employees of the IDB within the last two years of the submission;
2. we, and our employees, agents, and consultants, do not have a business relationship, including employment or other financial arrangement, prior to or during the execution of the contract, or a family or personal relationship with any member of the IDB, the Borrower, the Executing Agency, the Contracting Agency or, in the case of a Technical Cooperation, the Project Beneficiary management or staff who may have been directly or indirectly involved in the: (i) preparation of the tender documents, the Terms of reference (TOR), the design, the specifications and/or any other document to be used in connection with process; and/or (ii) the selection process or the supervision of the Contract.

WE UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION WE MAY HAVE PROVIDED IN CONNECTION WITH THIS DECLARATION OR IN CONNECTION WITH THE IDB'S POLICIES AND PROCEDURES WILL ENTITLE THE IDB TO ADOPT THE MEASURES IT DEEMS PERTINENT IN ACCORDANCE WITH ITS POLICIES AND PROCEDURES.

Name of the Bidder/Proposer/Consultant: _____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/Consultant: _____

Title of the person signing the Letter: _____

BELIZE PROCUREMENT WEEK November 4th – 8th 2024





17

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

RFB No.: [insert number of RFB process]
Request for Bid No.: [insert identification]
To: [insert complete name of Employer]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25% or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder. (Yes / No)
[include full name]			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

Name of the Bidder: * [insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

^{*} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
^{**} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.
^{***} It is understood that any false or equivocal information that has been provided in relation to this requirement may result in actions or penalties by the Bank in accordance with its rules and policies.

BELIZE PROCUREMENT WEEK November 4th – 8th 2024





18

We Want to Hear from You!!



<https://forms.gle/krKaavcPN6Q63koK7>

BELIZE PROCUREMENT WEEK November 4th – 8th 2024





19

CDB, for more resources see:

CDB: www.caribank.org/work-with-us/procurement

[CDB SBDSW \(Post qualification\) Template](#)

IDB, for more resources see:

[Procurehttps://projectprocurement.iadb.org/enment](https://projectprocurement.iadb.org/enment)

<https://projectprocurement.iadb.org/en/policies>

BELIZE PROCUREMENT WEEK November 4th – 8th 2024





20

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BELIZE PROCUREMENT WEEK November 4th – 8th 2024



21



BELIZE PROCUREMENT WEEK November 4th – 8th 2024



22