



Funded by
the European Union

SUPPLY OF HARDWARE MATERIALS AND EQUIPMENT FOR THE CONSTRUCTION OF ELECTRICAL DISTRIBUTION NETWORKS



**IEIUVH/BEL/DN/SUP-
001/2024**

Instructions To Tenderers

**A SUPPLY TENDER
DOCUMENT**

Belize Electricity Limited

Funded by the European Union

July 2024

INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: IEIU VH/BEL/DN/SUP-001/2024

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

1. Supplies to be provided

1.1 The subject of the contract is the supply, delivery to a customs entry point in Belize and other tasks specifically required by the contract of the supplies listed below (per lots, item categories and description, and maximum amounts, in US Dollars):

Lots	Item Categories	Item Description	Maximum amounts USD
1	Pole Structures	Wooden poles are the foundation of the distribution line networks used primarily for supporting overhead electrical cables and other utility lines.	USD 325,824.43
2	Pole Assembly, Guying, Dead-end, Intermediate Hardware	Materials needed to assemble and stabilize and support pole structures. These equipment secure anchoring points for the cable and prevents it from moving, as well as maintaining proper cable spacing, tension, and protection.	USD 364,343.68
3	Pole Mount Transformers	Transformers to manage electrical voltage to safe and usable levels. Transformers step up the voltage at the generating station for transmission, then step it down for distribution at substations and ultimately for our appliances.	USD 79,218.15
4	Overhead Conductor	Electrical conductor materials ensure the unimpeded flow of electricity. They provide a reliable path for electricity to flow while protecting the connection from corrosion, weather, and strain.	USD 215,252.69
5	Streetlight Infrastructure	Street lighting equipment along with necessary materials for assembly to provide illumination during nighttime hours.	USD 56,003.55
6	Connectors, Transformers Accessories & Riser Pole Accessories	Materials needed to ensure connectors are securely joined electrical cables, elevate electrical cables and equipment, and manage cable routing. These materials also ensure a proper electrical connection between the electrical system and the earth for safety.	USD 36,623.73
			USD 1,077,266.22

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The supply contract will be subject to a DAP clause¹.

The implementation period in days (maximum delivery time per lot), starting from the date of entry into force of the contract, is as follows:

Lot	Maximum delivery times (calendar days)
1	120
2	120
3	120
4	120
5	120
6	120

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2. Time Table

	DATE	TIME
Clarification meeting	Tuesday, July 30, 2024	5:00pm Local Time Central Standard Time (GMT-6)
Deadline for requesting clarifications from the contracting authority	Friday, August 9, 2024	5:00pm Local Time Central Standard Time (GMT-6)
Last date on which clarifications are issued by the contracting authority	Thursday, August 22, 2024	5:00pm Local Time Central Standard Time (GMT-6)
Deadline for submission of tenders	Friday, August 30, 2024	3:00pm Local Time Central Standard Time (GMT-6)

¹ DAP (Delivered At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

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Tender opening session	Friday, September 6, 2024*	5:00pm Local Time Central Standard Time (GMT-6)
Notification of award to the successful tenderer	Monday, September 30, 2024*	5:00pm Local Time Central Standard Time (GMT-6)
Signature of the contract	Wednesday, October 30, 2024*	5:00pm Local Time Central Standard Time (GMT-6)

* Provisional date

3. Participation

3.1. The eligibility requirements detailed in the Contract Notice (C2), apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the European Union Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour² that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

² See PRAG Section 2.6.10.1.3 A)

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- 3.4. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

When selecting subcontractors, suppliers should give preference to natural persons, companies or firms of ACP (African, Caribbean and Pacific) States capable of providing the supplies required on similar terms.

4. Origin

- 4.1 All supplies under this contract may originate from any country.
- 4.2 When submitting tenders, tenderers must state the countries of origin. They may be asked to provide additional information in this connection.

5. Type of contract

Unit-price.

6. Currency

Tenders must be presented in US Dollars (USD)³.

7. Lots

- 7.1 The tenderer may submit a tender for one lot, several or all of the lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the contracting authority may select the most favourable overall solution after taking account of any discounts offered.

8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the

³ The currency of tender shall be the currency of the contract and of payment.

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responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

- 10.1 The time-limit for receipt of tenders to participate is indicated under Section 18 of the contract notice.

Tenders must be sent to the contracting authority before the deadline specified in Contract Notice. They must include all the documents specified in point 11 of these Instructions and be sent to the following email address:

TenderDocument.Submit@bel.com.bz

Tenders must comply with the following conditions:

- 10.2 Tenders must be sent to the email address mentioned in the previous section.
- 10.3 Tenders submitted by post, by courier service or by hand-delivery to the premises of the contracting authority will be rejected.
- 10.4 All tenders, including annexes and all supporting documents, must be submitted by email to TenderDocument.Submit@bel.com.bz, bearing only:
- a) the reference code of this tender procedure (i.e. IEIUVH/BEL/MG/SUP-001/2024);
 - b) the number of the lot(s) tendered for;
 - e) the name of the tenderer.

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11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required,

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

The financial offer will be calculated on a DAP⁴ basis for the supplies tendered.

The financial proposal should include a line item for any other amount not directly related to the intrinsic value of the product in question (such as transport costs).

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

Part 3: Documentation:

To be supplied using the templates attached*:

- The "Tender form for a supply contract", together with Annex 1 "**Declaration on honour on exclusion criteria and selection criteria**", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium, and capacity-providing entities or subcontractors (if any)). A copy of the signed original Declaration shall be submitted. The original shall be kept by the tenderer and might be requested by the Contracting Authority.
- The details of the bank account into which payments should be made (financial identification form – document c4o1_fif_en)
- The legal entity file (document c4o2_lefnd_en) and the supporting documents.

To be supplied in free-text format:

- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Tenderers are requested to follow this order of presentation.

⁴ DDP (Delivered Duty Paid), DAP (Delivered At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

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12. Taxes and other charges

The tender is subject to the tax and customs arrangements applicable to contracts financed by the EU through the 11th European Development Fund.

General provisions regarding tax and customs arrangements are attached to the tender dossier (Annex D.2).

13. Additional information before the deadline for submission of tenders

Any request for additional information must be made in writing through the tender's email at the latest 21 days, before the deadline for submission of tenders.

Any clarification of the tender dossier will be sent simultaneously by email to all tenderers and published on BEL's Website at the latest 8 days before the deadline for submission of tenders (<https://www.bel.com.bz/Tenders.aspx>). The website will be updated regularly and it is the tenderer's responsibility to check for updates and modifications during the submission period.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or the European Commission during the tender period may be excluded from the tender procedure.

14. Clarification meeting / site visit

14.1 A virtual clarification meeting will be held on July 19th, 2024. No site visit is planned. Visits by individual prospective tenderers during the tender period cannot be organised.

Microsoft Teams Meeting Link: [Join the meeting now⁵](#)

15. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The outer email subject must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

⁵

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWNmMzFmNzMtZDA2ZC00OTRkLWFhMTktZDJkNGE4NjBINzlj%40thread.v2/0?context=%7b%22Tid%22%3a%22230edef5-9b2a-4e12-9cbd-135a27e53e69%22%2c%22Oid%22%3a%2267832c7a-31c8-4fc6-96e5-8ba6db703aa6%22%7d

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16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19. Opening of tenders

- 19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 19.2 The date of the tender opening session will be virtual on Friday, September 6, 2024 at 10:30 am (GMT-6).

Microsoft Teams Meeting Link: [Join the meeting now](#) ⁶

The committee will draw up minutes of the meeting, which will be available on request.

⁶

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTBmN2I2MjMtMDEyMy00YjUxLTk5YjEtZmM1YmM3YmlyMTFi%40thread.v2/0?context=%7b%22Tid%22%3a%22230edef5-9b2a-4e12-9cbd-135a27e53e69%22%2c%22Oid%22%3a%2267832c7a-31c8-4fc6-96e5-8ba6db703aa6%22%7d

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- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage).

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort

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competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Evaluation of technically compliant offers

Tenders found to be technically compliant will be subject to the evaluation procedures described in section 20.6.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria and evaluation procedures

The contract will be awarded to the technically compliant tender offering the bid with the best price/delivery time ratio.

Tenders which are not compliant with the technical specifications will be excluded.

Technically compliant tenders will be subject to a financial and delivery time evaluation, for each lot, which will take into account the price and the delivery time offered for the set of materials included in each lot.

The evaluation will balance the price and the delivery times based on a 60/40 ratio, respectively.

The evaluation of the technically compliant tenders will be made according to the following steps and criteria:

1st step: financial evaluation

- The proposal presenting the lowest price will be awarded a score of 100. The remaining financial proposals will be evaluated according to the following formula: $(\text{price of the most economical proposal} / \text{price of the competitor's proposal}) \times 100$.

For example:

	<i>Bid 1</i>	<i>Bid 2</i>	<i>Bid 3</i>
<i>Price (USD)</i>	300,000	290,000	320,000
<i>Financial score</i>	$(290,000/300,000)$ $*100=$ 96,67	100,00	$(290,000/320,000)$ $*100=$ 90,63

Tenders will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

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a) where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

2nd step: evaluation of delivery time

- The proposal with the shortest delivery time will be awarded a score of 100.

Delivery times for other proposals will be evaluated according to the following formula:

(shortest delivery time/competitor's delivery time) x 100

For example:

	Bid 1	Bid 2	Bid 3
<i>Delivery time (days)</i>	90	110	100
<i>Delivery time score</i>	100,00	$(90/110) * 100 =$ 81,82	$(90/100) * 100 =$ 90,00

3rd step: composite evaluation

- The financial evaluation of each tenderer will be weighted 60/100

- Each bidder's delivery time score will be weighted in a 40/100 ratio

- The bidder who obtains the highest total weighted score will be the winner

For example:

	Bid 1	Bid 2	Bid 3
<i>Composite financial evaluation</i>	$96,67 * 0,6 =$ 58	$100,00 * 0,6 =$ 60	$90,63 * 0,6 =$ 54,39
<i>Composite delivery time evaluation</i>	$100,00 * 0,4 =$ 40	$81,82 * 0,4 =$ 32,73	$90,00 * 0,4 =$ 36
<i>Final score</i>	98,00	92,73	90,39
<i>Ranking</i>	1.st	2.nd	3.rd

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Where tenders are of equivalent economic and technical quality, preference will be given to those with the widest participation of ACP States. See further Section 2.6.9. of the practical guide.

20.7 Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria and selection criteria (financial, economic, technical and professional capacity) set out in these instructions. Please note that a request for evidence in no way implies that the tenderer has been successful. **All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline.** In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence at short notice.

When requested, regarding the exclusion criteria, the tenderers should be able to provide the documentary proof or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 2.6.10.1. of the practical guide.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.

The above-mentioned documents must be submitted for every member of a joint venture/consortium, all subcontractors and every capacity providing entity.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents.

Failure to provide valid documentary evidence at the request and within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

If the successful tenderer fails to provide this documentary proof or statement or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender ranked second or cancel the tender procedure.

21. Notification of award

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

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The contracting authority will inform all tenderers simultaneously and individually of the award decision. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

22. Signature of the contract and performance guarantee

- 22.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

23. Tender guarantee

No tender guarantee is required.

24. Ethics clauses and code of conduct

24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on

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freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;

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- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

In the event of any dispute, controversy, or claim arising out of or relating to this tender, the parties agree that any such dispute shall be resolved by filing a lawsuit in the appropriate court of Belize.

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

INSTRUCTIONS TO TENDERERS

29. Legal Basis

In all aspects that are not expressly provided for in the tender dossier, the principles and rules included in the Practical Guide on Contract Procedures for European Union External Action (PRAG - version 2021.1)⁷ will apply.

⁷ Available here: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>