Dangriga Sports Complex
Contract Documents

CONTRACTOR-GENERAL
14/16 SINSONTE AVENUE
P. O. BOX 512
BELMOPAN, BELIZE
Tel: 822-3109 FAX: 822-3129
E-mail: congeneral@btl.net

Our Ref: GEN/46/01/15(41) August 28, 2015

Ms. Christy Mastry
General Manager
Belize Infrastructure Limited
1664 Market Square
Belmopan
BELIZE

Dear Ms. Mastry,

Re: Vetting of Procurement Records Supporting Award of Contract Priced at BZ$2,991,544.07 to BCG Limited for Rehabilitation and Upgrades of the Dangriga Multi-purpose Sporting Complex.

With reference to a request made in your correspondence dated August 27, 2015, I accordingly endorse and certify the recommendation of the Evaluation Committee to award a Civil Works Contract on a Selective Procedure basis to BCG Limited for the sum and purpose stated above, arising from a satisfactory review of pertinent procurement documents.

Please ensure that a written notice with reasons stated therein be sent to the unsuccessful bidders in conformity with the requirements of Section 3 of the Finance and Audit (Reform) (Amendment) Act No. 31 of 2010.

A copy of the signed contract is to be submitted to the Office of the Contractor General as soon as possible.

Respectfully,

GODWIN ARZU, Sr.
CONTRACTOR-GENERAL

Cc: BIL Chairman, Honorable Rene Montero: Minister of Works and Transport
Mr. Joseph Waight, Financial Secretary: Ministry of Finance
Ms. Audrey Wallace, CEO: Office of the Prime Minister

Commissioner of Income Tax

BCG LTD.

1. Contractor's Bid

Identification No and Title of Contract:

BIL Project - The Construction of Dangriga Multi-Purpose Sporting Complex - Project # BIL- 2015 / 007/DMSC

To: **The General Manager,**
Belize Infrastructure Limited
1664 Market Square,
Belmopan City, Cayo

Having examined the Bidding Documents, we offer to execute the BIL Project - The Construction of Dangriga Multi-Purpose Sporting Complex - **Project # BIL- 2015 / 007/DMSC** in accordance with the GCC accompanying this Bid for the Contract Price of

BZD Two million, nine hundred and ninety-one thousand, five hundred and forty –four dollars and seven cents.
(BZ$ ~~2, 911, 544 .07~~ 2.991, 544.07) (Building only- no Site Works)

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: *[insert number of local currency]*	Inputs for which foreign currency is required
(a) **BZ$**	**100%**		

The advance payment required is: e

	Amount	Currency
(a)	20%	**BZ$ 598, 308.81**
(b)		
(c)		
(d)		

We accept the appointment of **Mr. Carlton Young** as the Adjudicator.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

BCG LTD.

We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid Validity Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1. In the case that the works contract includes the supplying of goods and related services, we guarantee that these goods and related services will have their origin in any member country of the Bank;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the GOB, or under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
NONE		

Authorized Signature: Salvador E. Habet

Name and Title of Signatory: **Salvador E. Habet, Managing Director**

Name of Bidder: **BCG Ltd.**

Address: **55 Los Lagos, Ladyville, Belize District**

BCG Ltd.
Company Seal

HOME PROTECTOR INSURANCE COMPANY LIMITED

INCORPORATED IN BELIZE AND REGISTERED UNDER THE INSURANCE ORDINANCE NO 15 OF 1975

3808 University Blvd.
P.O. Box 455
Belize City, Belize Central America
Phone: (501) 224-4510 or 223-1986
Fax: (501) 223-0875
Email: info@homeprotector.bz

Bond No. BD-2263
Premium: $300.00

BID SECURITY

BY THIS BOND **Mr. Salvador Habet, BCG Ltd., 168 Newtown Barracks, Belize City Belize District** as Principal (hereinafter called "the Principal") and **Home Protector Insurance Company Limited, 3808 University Boulevard**, authorized to transact business in Belize, as Surety (hereinafter called "the Surety") are held firmly bound unto **Belize Infrastructure Limited** as Obligee (hereinafter called "the Employer") in the Sum of **($20,000.00) Twenty Thousand Belize Dollars** for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated August 10th, 2015 for the construction of **DANGRIGA MULTI-PURPOSE SPORTING COMPLEX PROJECT # BIL-2015/007/DMSC** (hereinafter called "the Bid").

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

(a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity: (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instruction to Bidders:

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

HOME PROTECTOR INSURANCE COMPANY LIMITED

INCORPORATED IN BELIZE AND REGISTERED UNDER THE INSURANCE ORDINANCE NO 15 OF 1975

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this 10th, day of August 2015.

HOME PROTECTOR INSURANCE CO. LTD. Common Seal BELIZE C.A.

Mr. Ignatius Watler, Director
Home Protector Insurance Co Ltd

Witness

BCG Ltd. Company Seal

Mr. Salvador Habet, Principal

Agreement

This Agreement, made the 31st day of AUGUST ,2015 between the Government of Belize (hereinafter called "the Contracting Agency") and **BCG Ltd** (hereinafter called "the Contractor") of the other part.

Whereas the Contracting Agency is desirous that the Contractor execute the BIL Project - Construction of the Dangriga Multi-purpose Sporting Complex **–reference BIL-2015/007/DMSC** (hereinafter called "the Works") and the Contracting Agency 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 witnesseth 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 Contracting Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Agency to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Contracting Agency 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.

For and on behalf of the Government of Belize

Belize Infrastructure Limited Belmopan, Belize C.A.

[Honorable Minister Rene Montero: Authorized Representative]

in the presence of _____

For and on behalf of BCG LTD:

Salvador E. Habet

[Mr. Salvador Habet: General Contractor]

BCG Ltd. Company Seal

in the presence of _____

SEH

Section V. General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The **Adjudicator** is the person appointed jointly by the Contracting Agency and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.

(b) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(c) **Compensation Events** are those defined in GCC Clause 44 hereunder.

(d) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.

(e) The **Contract** is the Contract between the Contracting Agency and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.

(f) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Contracting Agency.

(g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Contracting Agency.

(h) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

(i) **Days** are calendar days; months are calendar months.

(j) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(k) A **Defect** is any part of the Works not completed in

accordance with the Contract.

(l) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

(m) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.

(n) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(o) The **Contracting Agency** is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**

(p) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(q) The **Initial Contract Price** is the Contract Price listed in the Contracting Agency's Letter of Acceptance.

(r) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(s) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(t) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(u) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Contracting Agency and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(v) **SCC** means Special Conditions of Contract

(w) The **Site** is the area **defined as such in the SCC**.

(x) **Site Investigation Reports** are those that were included

in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(y) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(z) The **Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(aa) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(bb) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(cc) A **Variation** is an instruction given by the Project Manager which varies the Works.

(dd) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Contracting Agency, **as defined in the SCC.**

2. Interpretation

2.1 In interpreting these GCC, singular also means plural, male also means female, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(ee) Agreement,

(ff) Letter of Acceptance,

(gg) Contractor's Bid,

(hh) Special Conditions of Contract,

(ii) General Conditions of Contract,

(jj) Specifications,

(kk) Drawings,

(ll) Bill of Quantities,[4] and

(mm) any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the SCC**.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Contracting Agency and the Contractor in the role representing the Contracting Agency.

5. Delegation

5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Contracting Agency in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Contracting Agency between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Contracting Agency may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC,** to carry

out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Contracting Agency's and Contractor's Risks

10.1 The Contracting Agency carries the risks which this Contract states are the Contracting Agency's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Contracting Agency's Risks

11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Contracting Agency's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Contracting Agency or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Contracting Agency or in the Contracting Agency's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Contracting Agency's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was

not itself a Contracting Agency's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Contracting Agency's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Contracting Agency and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Contracting Agency may effect the insurance which the Contractor should have provided and recover the premiums the Contracting Agency has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC,** supplemented by

Reports		any information available to the Bidder.
15. Queries about the Special Conditions of Contract	15.1	The Project Manager shall clarify queries on the **SCC.**
16. Contractor to Construct the Works	16.1	The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
17. The Works to Be Completed by the Intended Completion Date	17.1	The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
18. Approval by the Project Manager	18.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
	18.2	The Contractor shall be responsible for design of Temporary Works.
	18.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	18.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	18.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.
19. Safety	19.1	The Contractor shall be responsible for the safety of all activities on the Site.
20. Discoveries	20.1	Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Contracting Agency. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
21. Possession of	21.1	The Contracting Agency shall give possession of all parts of the

the Site	Site to the Contractor. If possession of a part is not given by the date **stated in the SCC,** the Contracting Agency shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
22. Access to the Site	22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
23. Instructions, Inspections and Audits	23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	23.2 The Contractor shall permit the Contracting Agency to inspect their accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Contracting Agency. The Contractor shall maintain all documents and records related to the GOB-financed project for five (5) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of fraud or corruption and require to employees or agents with knowledge of the GOB-financed project to respond to questions from the Contracting Agency.
24. Disputes	24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
25. Procedure for Disputes	25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	25.2 The Adjudicator shall be paid by the hour at the **rate specified in the BDS and SCC,** together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Contracting Agency and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
	25.3 The arbitration shall be conducted in accordance with the

arbitration procedures published by the institution named and in the place specified **in the SCC.**

26. Replacement of Adjudicator

26.1 Should the Adjudicator resign or die, or should the Contracting Agency and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Contracting Agency and the Contractor. In case of disagreement between the Contracting Agency and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program

27.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

27.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor

to incur additional cost.

28.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

29.1 When the Contracting Agency wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Contracting Agency accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Contracting Agency and the Contractor.

29.2 If the Contractor's priced proposals for an acceleration are accepted by the Contracting Agency, they are incorporated in the Contract Price and treated as a Variation.

30. Delays Ordered by the Project Manager

30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Contracting Agency. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project

Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

33. Identifying Defects

33.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

34. Tests

34.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

35. Correction of Defects

35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Contracting Agency.

38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs[5] produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager, before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable, the Project

Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1 When the Program[6] is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42. Payment Certificates

42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

42.3 The value of work executed shall be determined by the Project Manager.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities that have been completed.[7]

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Contracting Agency shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Contracting Agency makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from

the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Contracting Agency and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following shall be Compensation Events:

(a) The Contracting Agency does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.

(b) The Contracting Agency modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover work done, or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with

an unforeseen condition, caused by the Contracting Agency, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Contracting Agency do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Contracting Agency's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

(l) other Compensation Events described in the SCC or determined by the Project Manager shall apply.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Contracting Agency's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change

in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Contracting Agency's country **specified in the SCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c\ (Imc/Ioc)$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[8] **specified in the SCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and **Ioc** is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Contracting Agency shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

48.2 On completion of the whole of the Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability

Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, the Contractor may substitute retention money with an "on demand" Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Contracting Agency at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Contracting Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Contracting Agency shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Contracting Agency in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required

specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

52.1 The Performance Security shall be provided to the Contracting Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank or surety acceptable to the Contracting Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days later than the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year later than the date of issue of the Completion Certificate in the case of a Performance Bond.

53. Daywork

53.1 If applicable, the Daywork rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

53.2 All work to be paid for as Daywork shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, or each section thereof predefined for separate completion, and the Project Manager shall do so upon deciding that the work is completed.

56. Taking Over

56.1 The Contracting Agency shall take over the Site and the Works, or any section thereof as defined in clause 55 above, within seven (7) days of the Project Manager's issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC.**

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

59. Termination

59.1 The Contracting Agency or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the

progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Contracting Agency or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Contracting Agency to the Contractor within **84 days** of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC.**

(h) if the Contractor, in the judgment of the Contracting Agency has engaged in fraud or corruption in competing for or in executing the Contract, as established in the Fraud and Corruption Policies indicated in Clause 60 of these GCC.

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Contracting Agency may terminate the Contract for convenience at any time.

59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60. Fraud and Corruption

60.1 The Contracting Agency requires compliance with its policy in regard to fraud and corruption and prohibited practices. Executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a GOB -financed project including, *inter alia*, bidders, suppliers, contractors, consultants and concessionaires (including their

respective officers, employees and agents), shall adhere to the highest ethical standards, and report to the Contracting Agency all suspected acts of fraud or corruption of which they have knowledge or become aware both during the Bidding Process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice, (b) fraudulent practice, (c) coercive practice and (d) collusive practice. The definitions of actions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Contracting Agency shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. The Contracting Agency shall in all cases proceed with the established procedure referred to in Clause GCC 60.1 (c).

(a) The Contracting Agency defines, for the purposes of this provision, the terms set forth below:

(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 improperly influence the actions of a party; and

(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.

(b) If the Contracting Agency, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a GOB-financed project including, *inter alia*, bidders, suppliers, contractors, subcontractors, consultants, and concessionaires, executing agencies or contracting agency (including their respective officers, employees and

agents) has engaged in an act of fraud or corruption, the Contracting Agency may:

(i). decide not to finance any proposal to award a contract or a contract awarded for works, goods, and related services financed by the Contracting Agency;

(ii). suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;

(iii). 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 Contracting Agency, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Contracting Agency considers reasonable, and in accordance with the due process guarantees of the Contracting Agency country's legislation;

(iv). issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;

(v). issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under GOB-financed projects except under such conditions as the Contracting Agency deems to be appropriate;

(vi). refer the matter to appropriate law enforcement authorities; and/or

(vii). impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Contracting Agency for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu

of other sanctions.

(c) The Contracting Agency has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the GOB. To that effect any complaint shall be submitted to the Contracting Agency Office at compliance@bil.org.bz for the appropriate investigation. Allegations may be presented confidentially or anonymously;

(d) Payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Contracting Agency policies on Fraud and Corruption described in this Clause GCC 60; and

(e) The imposition of any action to be taken by the Contracting Agency pursuant to the provisions referred to paragraph (b) of this Clause may be public or private, in accordance with the policies of the Contracting Agency;

60.2 The Contracting Agency will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring bidders, suppliers, Contractors, subcontractors, consultants and concessionaires to permit the Contracting Agency to inspect their accounts and records and any other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Contracting Agency. The Contracting Agency will have the right to require that, in contracts financed with a Bank loan, a provision be included requiring bidders, suppliers, Contractors, subcontractors, consultants and concessionaires to: (i) maintain all documents and records related to the Bank-financed project for three (3) years after completion of the work contemplated in the relevant Contract; and (ii) deliver any document necessary for the investigation of allegations of fraud or corruption and make available to the Contracting Agency the employees or agents of the bidders, suppliers, Contractors, subcontractors, consultants or concessionaires with knowledge of the GOB-financed project to respond to questions from Contracting Agency personnel or any properly designated investigator, agent, auditor or consultant relating to the review or audit of the documents. If the Bidder, supplier, contractor, subcontractor, consultant or concessionaire fails to comply with the

Contracting Agency's request, or otherwise obstruct the Contracting Agency's review of the matter, the Contracting Agency, in its sole discretion, may take appropriate action against the Bidder, supplier, contractor, subcontractor, consultant or concessionaire.

60.3 The Contractor represents and warrants:

(a) that they have read and understood the Contracting Agency's prohibition against fraud and corruption and agrees to abide by the applicable rules;
(b) that they have not engaged in any violation of policies on fraud and corruption described herein;
(c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
(d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded GOB-financed contracts or have been convicted of a crime involving fraud or corruption;
(e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a GOB-financed contract or has been convicted of a crime involving fraud or corruption;
(f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the GOB-financed contract or consulting agreement have been disclosed;
(g) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in Clause 60 (b).

61. Payment upon Termination

61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Contracting Agency exceeds any payment due to the Contractor, the difference shall be a debt payable to the

Contracting Agency.

61.2 If the Contract is terminated for the Contracting Agency's convenience or because of a fundamental breach of Contract by the Contracting Agency, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

62. Property

62.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Contracting Agency if the Contract is terminated because of the Contractor's default.

63. Release from Performance

63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Contracting Agency or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

64. Payment's Suspension of Financing

64.1 In the event that the Contracting Agency suspends the financing or Credit to the Executing Agency, from which payments to the Contractor are being made:

(a) The Contracting Agency is obligated to notify the Contractor of such suspension within 7 days of having received suspension notice.

(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

65. **Eligibility**

65.1 The Contractor and its Subcontractors shall have the nationality of the country of Belize. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:

(a) An individual is considered to be a national of the country of Belize if he or she meets either of the following requirements:

(i) is a citizen of the country of Belize; or

(ii) has established his/her domicile in the country of Belize as a "bona fide" resident and is legally entitled to work in the country of domicile.

(a) A firm is considered to have the nationality of the country of Belize if it meets the two following requirements:

(i) is legally constituted or incorporated under the laws of the country of Belize; and

(ii) more than fifty percent (50%) of the firm's capital is owned by individuals or firms from the country of Belize.

65.2 All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

Section VI. Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is **12** calendar months
GCC 1.1 (o)	The Contracting Agency is ***The Government of Belize (GOB)*** through ***Belize Infrastructure Limited (BIL)***
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be ten (10) months from date of commencement
GCC 1.1 (u)	The Project Manager is ***Ms Christy Mastry***
GCC 1.1 (w)	The Site is located in Dangriga Town, Stann Creek District and the site boundaries are indicated on **the Location Plan in the drawings**
GCC 1.1 (z)	The Start Date shall be tentatively ***Monday, August 31st, 2015***.
GCC 1.1 (dd)	The Works consist of the ***Construction of the Dangriga Multi-purpose Sporting Complex bounded by Lakeland Street and Hummingbird Highway, Dangriga Town, Stann Creek District, Belize.***
GCC 2.2	Sectional Completions with different completion date to the completion date for the whole works are: **NOT APPLICABLE**
GCC 2.3(i)	The following documents also form part of the Contract: Architectural Drawings – Technical Specifications
GCC 3.1	The language of the contract is ***English*** The law that applies to the Contract is the law of **Belize**
GCC 8.1	Schedule of other contractors: NOT APPLICABLE
GCC 9.1	Key Personnel: ***Project Manager, Site Foreman for each site***
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: ***Minimum insurance coverage*** BZ$250,000.00. ***Maximum deductible: one percent (1%) of the sum insured.*** (b) For loss or damage to Equipment***: BZ$ 50,000.00*** ***Maximum deductible: two percent (2%) of sum insured.*** (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract ***Minimum insurance coverage BZ$50,000.00.***

	Maximum deductible: ***two percent (2%)*** **of sum insured** (d) for personal injury or death: (i) of the Contractor's employees: ***BZ$ 250,000.00 per occurrence*** (ii) of other people: ***BZ$ 250,000.00 per occurrence***
GCC 14.1	Site Investigation Reports available are: ***Refer to the Drawings***
GCC 21.1	The Site Possession Date(s) shall be: ***within 7 days as of the date contract signature***
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: Allocated professional input time: **BZ$200.00 per hour**
GCC 25.3	*Arbitrations shall take place in accordance to the laws of Belize.*
GCC 26.1	Appointing Authority for the Adjudicator: **The Contracting Agency**
B. Time Control	
GCC 27.1	The Contractor shall submit for approval by the Project Manager a Program for the Works within ***14 (fourteen)*** days from the date of the Letter of Acceptance.
GCC 27.3	The period between Program updates is ***28 (twenty eight)*** days. The amount to be withheld for late submission of an updated Program is **BZ$1000.00**
C. Quality Control	
GCC 35.1	The Defects Liability Period is: **12 MONTHS**.
D. Cost Control	
GCC 46.1	The currency of the Contracting Agency's country is: ***Belize Dollars***
GCC 47.1	The Contract ***is NOT*** subject to price adjustment in accordance with GCC Clause 47, and the information regarding coefficients ***does NOT*** apply.
GCC 48.1	The proportion of payments retained is: **TEN (10%) PERCENT**
GCC 48.3	NOT APPLICABLE
GCC 49.1	The liquidated damages for the whole of the Works are ***$500.00*** per day. The maximum amount of liquidated damages for the whole of the Works is 5.0 PERCENT of the final Contract Price.

GCC 50.1	NOT APPLICABLE
GCC 51.1	The Advance Payment shall be: ***twenty percent (20%) of Contract Sum*** and shall be paid to the Contractor no later than ***14DAYS AFTER SUBMISSION OF PERFORMANCE BOND***
GCC 52.1	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: a) Bank Guarantee 20% of Contract Sum b) Performance Bond 15% of Contract Sum
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is 30 DAYS AFTER THE DATE OF SUBSTANTIAL COMPLETION The date by which "as built" drawings are required is 30 DAYS AFTER THE DATE OF SUBSTANTIAL COMPLETION
GCC 58.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is BZ$20,000.00
GCC 59.2 (g)	The maximum number of days is: 100 days
GCC 61.1	The percentage to apply to the value of the work not completed is 10%