



2021 ANNUAL CONTRACT

# TENDER DOCUMENT

FOR

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**UPKEEP & LANDSCAPING OF PLANTS, HEDGES AND  
SHRUBS FOR BELIZE DISTRICT**

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**Prepared by:**  
**Belize Electricity Limited**  
Facilities Department  
2½ Miles Philip Goldson Highway  
Belize City, Belize  
October, 2020

Bidders will be required to submit a fixed price quotation, via bid schedule linked [here](#), to perform the services and provide all equipment and materials. Tenders must be submitted via email to [bidsubmittal@bel.com.bz](mailto:bidsubmittal@bel.com.bz) and labeled as below:

**BID #2020-201 - Upkeep & Landscaping of Plants - Belize District**

Procurement and Inventory Management  
Belize Electricity Limited

## TERMS OF BIDDING AND EVALUATION CRITERIA

### GENERAL

#### 1 Scope of Bid

1.1 BEL invites bids on a lump sum basis for Up keeping and Landscaping of outdoor and indoor plants, hedges & shrubs from 1<sup>st</sup> January to 31<sup>st</sup> December, 2021 for the following facilities:

1. Corporate Headquarters/Dispatch located at Mile 2-1/2 Philip Goldson Highway; Belize City.
2. Belize City Power Station Offices located on Magazine Road, Belize City.

#### 2. The Scope of Service:

- a. Maintenance and/replacement of existing plants inside Dispatch and Headquarters buildings situated at 2 ½ miles Philip Goldson Highway and Magazine Compound offices situated on Magazine Road, Belize City. This includes weekly visits to water, polish, clean and fertilize where necessary.
- b. Maintenance of existing outdoor plants at Dispatch and Headquarters situated at 2 ½ miles Philip Goldson Highway and Magazine Compound situated on Magazine Road, Belize City. This includes twice per month visits to prune, weed, fertilize and spray where necessary.
- c. Cutting of lawn, shrubs etc. and maintenance and weeding of flowerbeds, clean and remove debris from rainwater drains.
- d. Eradication of weeds that infest roadways, walkways and parking lots, along with the trimming of trees as designated by BEL.
- e. An additional 5 feet outside the properties where practical and from the road edge to the fence must also be cleaned
- f. Adequate measures will be taken to minimize insect or fungal infestation however, should there be a need for excessive treatment and or spraying, a mutually agreed rate for such treatment will be charged to defray expense.
- g. Cuttings resulted from cleaning will be removed and disposed off compound at the contractor's expense.
- h. Work shall be inspected after each cutting and payment made monthly upon presentation of invoice.
- i. Cleaning of loose debris inside and outside of compound.
- j. Payment shall be made monthly upon presentation of an invoice and service report concerning the condition of plants and recommendations for improvement or replacement thereof.

2.1 The successful bidder must provide all materials, material safety data sheets (MSDS) for chemicals, equipment and accessories necessary for the landscaping services including thoroughly trained employees to perform these duties. These workers will be subjected to a thorough medical inspection including drug testing, passed physically and mentally fit for these duties and be free of criminal conviction.

2.2 The successful bidder will be expected to complete the works by the intended completion date as specified in the Tender Form.

**3. Qualification Requirement:**

3.1 All bidders must be qualified as a Landscaping Service provider for BEL.

3.2 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

a) **General Experience**

The Applicant shall have:

Experience as contractor in Landscaping Service in the execution of at least two (2) projects of a nature and complexity comparable to the proposed contract within the last five (5) years.

b) **Personnel Capabilities**

The applicant must have suitably qualified personnel to fill the following positions. The Applicant will supply information on candidates for each position.

POSITION	TOTAL EXPERIENCE	IN SIMILAR WORKS
Site Supervisor	5	5

c) **Financial Position**

The Applicant should demonstrate that he is in good financial standing. He has to show proof that he has access to, or has available, liquid assets, unencumbered real assets, or other financial means sufficient to meet the cash flow for a period of four (4) weeks, estimated as \$5,000.00 equivalent.

d) **Insurance**

The applicant must guarantee or show proof of the issuance of the following:

1. Employers Liability Insurance
2. Public Liability Insurance
3. Vehicle Third Party Insurance for previous works on contract of similar nature to those being applied for.

**4. One Bid per Bidder:**

4.1 Each bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in

cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**5. Cost of Bidding:**

5.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

**6. Site Visit:**

6.1 BEL can arrange a one-time site visit for all bidders to each of the facilities where the service is to be rendered. Interested bidder, at the Bidder's own responsibility and risk, will be provided all information that may be necessary for preparing the Bid and entering into a contract for Landscaping Services during this site visit. The costs of visiting the site shall be at the Bidder's own expense.

**7. Clarification of Bidding Documents:**

7.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all bidders including a description of the enquiry, but without identifying its source.

**8. Amendment of Bidding Document:**

8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids in accordance with sub-clause 12 below.

**9. Language of Bid:**

9.1 All documents relating to the bid shall be in the English language.

**10. Bid Prices:**

10.1 The Bidder shall fill in the price breakdown for all items of the works described in sub-clause 2: **Scope of service**. Items for which no rates or prices are entered by the Bidder will not be paid

for by the Employer when executed and shall be deemed covered by the other prices in the Activity Schedule.

10.2 All duties, taxes and other levies payable by the Contractor under the Contract shall be included as a separate line item in total Price submitted by the Bidder.

**12. Deadline for Submission of Bids:**

12.1 Bids shall be delivered to the Employer no later than the time and date specified in the publicly advertised Bid invitation.

12.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**13. Late Bids:**

13.1 Any Bid received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Bidder.

**14. Modification and Withdrawal of Bids:**

14.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Each Bidder's modification or withdrawal notice shall be emailed and additionally marked in the subject line: "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

14.3 No bid may be modified after the deadline for submission of Bids.

14.4 Bidders may offer only discounts, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause or including discounts or modifications in the original Bid submission.

**15. Bid Opening:**

15.1 The Employer will open the bids, including modifications made pursuant to Clause 14, internally shortly after the bid submission deadline.

**16. Process to be Confidential:**

16.1 Except as may be required by law, after opening of the bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any efforts by

a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid.

**17. Clarification of Bids:**

17.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's bid, including breakdowns of the prices in the Activity Schedule. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 15.

**18. Examination of Bids and Determination of Responsiveness:**

18.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3, (b) has been properly signed, (c) is accompanied by the required securities, and (d) is substantially responsive to the requirements of the bidding documents.

18.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (b) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

18.3 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**19. Correction of Errors:**

19.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

19.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

**20. Evaluation and Comparison of Bids:**

20.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 18.

- 20.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid Price as follows:
- a) making any correction for errors pursuant to Clause 19;
  - b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including day work where priced competitively;
  - c) making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 14; and
  - d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 14.5.
- 20.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 20.4 The estimated effect of any price adjustment conditions during the period of implementation of the Contract will not be taken into account in Bid evaluation.
- 20.5 At the Employer's discretion, partial bids can be considered if all the required criteria have been met.

**21. Award Criteria:**

- 21.1 Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

**22. Employer's Right to Accept Any Bid and to Reject Any or All Bids:**

- 22.1 The Employer reserves the right to accept or reject any Bid and to cancel the bidding process and reject all bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**23. Notification of Award and Signing of Agreement:**

- 23.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the



Contractor as prescribed by the Contract (hereinafter and in the Contract called the “**Contract Price**”).

- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder within 5 days following the notification of award. Within two (2) days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 23.4 Upon commencement of works, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

**24. Liability for Damage to Property Before Taking-over:**

- 24.1 The Contractor shall be liable for any damage to the Works that occurs before the risk has passed to the Employer. This applies irrespective of the cause of the damage, unless the damage has been caused by the Employer or anyone for whom he is responsible. Even if the Contractor is not liable for damage to the Works in accordance with this Clause, the Employer may require the Contractor to remedy the damage at the Employer’s cost.
- 24.2 The Contractor shall be liable for damage to the Employer’s property occurring before taking-over of the Works only if it is proved that such damage was caused by negligence on the part of the Contractor or anyone for whom he is responsible in connection with the performance of the Contract. The Contractor shall however, under no circumstances be liable for loss of production, loss of profit or any other consequent economic loss.

**25. Liability for Defects:**

- 25.1 Pursuant to the provisions of Clauses 25, the Contractor shall remedy any defect in the Works resulting from faulty materials or workmanship.

## CODE OF CONDUCT

1. The Contractor and maintenance crew must operate in a safe manner and wear appropriate Personal Protective Equipment namely, hardhat, goggles gloves and safety shoe. Notwithstanding, the contractor must also adhere to Belize Electricity Limited's Safety and Environment Policies copies of which will be presented before execution of the contract.
2. Material resulted from cleaning; pruning, trimming etc. must be removed from BEL's premises and disposed of in an environmentally friendly manner at the contract's expense.
3. The contractor must make random inspections of their employees.
4. The Contractor and maintenance crew must respect the management, customers, visitors and authorities of the company but ensure that they are not pressured into complying with issues contrary to good order and discipline.
5. The Contractor and his employees must adhere to BEL's Security Measures, afford respect to BEL employees, customers, visitors and authorities of the company and maintain good order and discipline.
6. The Contractor must not employ minors and must make random inspections of his/her employees.
7. The Contractor and his employees will not entertain persons visiting them for unreasonable periods.
8. Upon entering the compound contractor must wear approved facemask; this must be kept on for the entire duration of works at BEL property.