

# CABEI



Central American  
Bank for  
Economic  
Integration

## Terms of Reference

**Modernization of the Guluchapa Water Supply System in San Salvador through Dedicated PV Generation and Integrated Water Resource Management**

Public Tender

005/2023

February/2023

PÚBLICO

## *Index*

Institutional Information .....	4
Terms of Reference Conditions .....	4
Procurement Timeline .....	4
1. REQUIRED SERVICES .....	5
1.1 Background .....	5
1.2 Purpose or Objective .....	7
1.3 Scope of Work .....	8
1.4 General and Specific Experience Required from the Firm .....	14
1.5 Required Experience for the Work Team .....	15
1.6 Deliverables .....	16
1.7 Contract Term .....	18
1.8 Contract Execution Schedule .....	18
1.9 Guarantees .....	19
1.10 The Firm's Obligations .....	19
1.11 Bank Obligations .....	19
1.12 Fees and Payment Methods .....	19
1.13 Immunities, Extensions and Privileges .....	20
1.14 Service Supervision and Coordination .....	20
2. EVALUATION, CONTENT AND PRESENTATION OF BIDS .....	20
2.1 Bid Evaluation Form .....	20
2.2 Technical Evaluation 80% .....	21
2.3 Economic Assessment 20% .....	21
2.4 Bid Submission Form .....	21
2.5 Technical Bid Contents .....	22
2.6 Compliance Documentation .....	25
2.7 Economic Bid Contents .....	26
2.8 Bid Language .....	26
2.9 Bid Submission Procedure .....	26
2.10 Deadline for Submission of Bids .....	26
2.11 Inquiries, Deadlines and Coordination .....	27
2.12 Expression of Interest .....	27
2.13 Validity of bids .....	27
3. GENERAL NORMS .....	27

3.1	Performance Standards .....	27
3.2	Bank Rights .....	28
3.3	Reasons for Disqualification of Bids .....	28
3.4	Prohibitions .....	29
3.5	Protests or Appeals in the Bidding Process .....	29
3.6	Confidentiality Clause .....	29
3.7	Acceptance of the Code of Ethics .....	29
3.8	Annexes .....	30

## **Institutional Information**

---

The Central American Bank for Economic Integration (CABEI) is a multilateral financial development institution that aims to promote economic integration and balanced economic and social development in the Central American region, which includes the founding countries and the non-founding regional countries, serving and aligning itself with the interests of all its members.

CABEI was founded in 1960 as the financial arm of Central American integration and development; it is a unique organization, both as a result of the breadth of the fields of competence in which it carries out its operations and for its objective and foundational principles. Since then, CABEI has been led by visionaries, whose leadership has brought to fruition the ends for which CABEI was established.

CABEI has 15 member countries:

- Founding countries: Guatemala, El Salvador, Honduras, Nicaragua and Costa Rica.
- Non-founding regional countries: Panama, Dominican Republic and Belize
- Extra-regional countries: Mexico, Republic of China (Taiwan), Argentina, Colombia, Spain, Cuba and Korea

CABEI is headquartered in Tegucigalpa, Honduras with regional offices in Guatemala, El Salvador, Nicaragua, Costa Rica, Panama, Dominican Republic, the Republic of China (Taiwan), South Korea, and Argentina. For further information visit the CABEI website, [www.bcie.org](http://www.bcie.org)

## **Terms of Reference Conditions**

---

This Terms of Reference document is property of CABEI, and their content may not be reproduced by mechanical or electronic means, nor redistributed without the consent of the Institution.

In a reciprocal fashion, CABEI agrees not to reveal, copy or disclose the information provided by the bidders in response to this public tender.

These Terms of Reference do not oblige any natural or legal person to submit a proposal. Likewise, the presentation of proposals by the bidders does not oblige CABEI to enter into any contract.

These Terms of Reference, as well as the technical and economic proposal presented by the selected bidder, will become part of the annexes to the contract to be signed for the required services.

## **Procurement Timeline**

---

The following schedule reflects this procurement's estimated dates, however, the Bank reserves the right to modify it at its sole discretion:

- |                                       |            |
|---------------------------------------|------------|
| • Request for Proposals release       | 02/13/2023 |
| • Last day to send questions          | 03/07/2023 |
| • Deadline for submitting offers      | 03/14/2023 |
| • Expected contract commencement date | 04/17/2023 |

# 1. REQUIRED SERVICES

## 1.1 Background

### Current Challenges and Background

- 1.1.1. Climate change has increased the frequency and intensity of extreme weather events, resulting in unpredictable water availability, exacerbating water scarcity and contamination, which directly impact the quantity and quality of water for the population. For instance, floods can increase the presence of pollutants or sediments in water, decreasing its quality, while droughts can affect groundwater levels, diminishing the amount of drinking water. El Salvador also faces several water-related environmental challenges. An El Niño weather event in 2019 has resulted in water scarcity in the country, leaving hundreds of thousands without access to safe drinking water and causing dehydration and malnutrition. It also increased the mortality and morbidity rates from diseases such as malaria and dengue. Moreover, in 2020, heavy rain and high winds during the tropical storm Amanda caused floods affecting energy and water supply in more than 900 households in the Metropolitan Area of San Salvador (AMSS), where approximately 33% of the national population is concentrated.
- 1.1.2. Recognizing the urgency to secure safe drinking water, the government of El Salvador (GOES) has focused on improving its water and sanitation systems across the country, particularly in the metropolitan areas. However, challenges remain in regards to consistent accessibility. For example, only 38% of the urban population of AMSS have safe drinking water seven days a week, 24 hours a day. As a result, a substantial number of requests for water supply services for new residential and commercial projects cannot be delivered due to water system constraints as water supply is limited to two or three days per week.

Image 1. Guluchapa Water Supply System's coverage



- 1.1.3. Water treatment in AMSS is handled at four main catchment sources, one of which is the Guluchapa water supply system (WSS), whose repair has been nationally prioritized due to

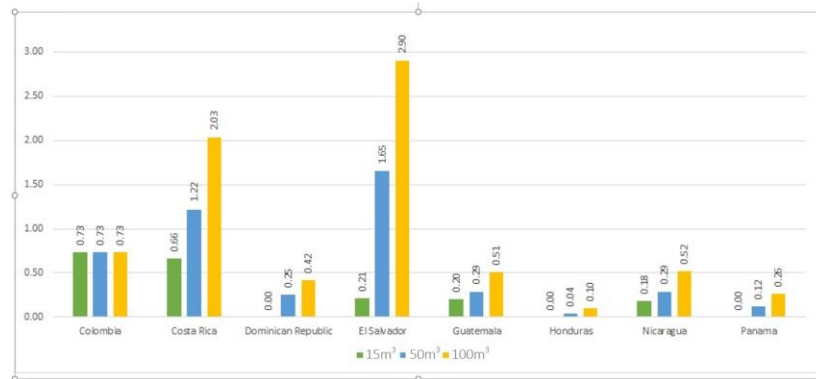
its long-term deterioration of the existing hydraulic infrastructure, reduction of water intakes, and its extensive coverage. Image 1 above, illustrates the coverage of the Guluchapa WSS. Furthermore, the Guluchapa network face three unique challenges. First, overexploitation of groundwater, which results in reduction of water quantity. Second, a deficient monitoring system that cannot identify operational inefficiencies. Third, usage of obsolete equipment that has reached the end of its useful life, which requires more frequent and major repairs. A combination of these challenges results in sporadic water and sanitation services and poor water quality, which have a detrimental economic, social, and environmental impacts in El Salvador. Image 2 shows an example of the Guluchapa WSS' infrastructure.

Image 2. Guluchapa WSS infrastructure



1.1.4. The challenges outlined above translate into economic hardship for citizens, as El Salvador's water services are among the most expensive in Central America. Moreover, Guluchapa WSS's energy dependency on a third-party provider added to the consumer's economic burden, as well as to ANDA itself as a direct price-taker of the energy supply required for its production. Image 3 shows the average water tariff for monthly water consumption of different countries in the region

Image 3. Comparison of Water Tariff in the Region in 2017



Own elaboration based on the data from The International Benchmarking Network for Water and Sanitation (IBNET)

## **Economic & Social Impact**

- 1.1.5. Improved water resource management can strengthen the Salvadoran economy. Three out of four jobs in the global workforce are dependent on water, which means that water shortages and limited access to water could negatively impact job creation and economic growth. Given that approximately 30% of water is lost due to leakages, improving water systems and minimizing leakages by rehabilitating aging hydraulic infrastructure is critical. Adaptation measures in integrated water resource management to improve the distribution system shall spur job creation during the design, construction, and repair of the water network. In the long-term, it will create additional value-added jobs requiring skilled human resources to lead the maintenance, operation, and sustainability of the hydraulic structures.
- 1.1.6. Investments in safe drinking water and sanitation have high rates of return: For each USD \$1 invested, the estimated return can be as high as USD \$34 conditional on the region and technology implemented. If the water infrastructure gap is not reduced, industries will face greater costs in the form of higher water rates, self-supply costs, or relocation fees to better-served areas. When water is underpriced, it results in slow cost recovery for water investments, and when water is over-priced, it compromises water accessibility and affordability. Thus, an enabling environment for water investments creates a win-win relationship for water providers or investors and consumers.
- 1.1.7. Other economic benefits of enhancing water and sanitation services include lower public health costs and improved quality of life for the population. There are 2.3 million work-related deaths per year, of which 17% are related to unsafe drinking water, poor sanitation and hygiene. Thus, investments in clean drinking water and water resource management are relevant and critical both socially and economically.

## **1.2 Purpose or Objective**

---

- 1.2.1. This Technical Cooperation (TC) aims is to support GOES with the modernization of the Guluchapa WSS and its infrastructure, developing an independent energy generation plant, and leveraging ICT to monitor and control the processes to enhance their operational efficiency and mitigate water loss.
- 1.2.2. The consulting firm (hereinafter referred to as the “Firm”) is to conduct a diagnosis of the existing infrastructure and propose appropriate investments and interventions related to water supply, dedicated power generation and integrated water resource management, as well as a robust framework for the recommended interventions to adapt to climate change, reduce greenhouse gas (GHG) emissions, and improve public health. Based on the studies, the Firm shall deliver dissemination meetings in El Salvador and a capacity building workshop in

South Korea to transfer knowledge and disseminate findings to key public and private stakeholders.

### 1.3 Scope of Work

---

1.3.1. The Firm shall carry out all the tasks to achieve the Objective of the Service described in Section 1.2, and for this purpose, the project was divided into four (4) components where each concludes with the fulfillment of a milestone or intermediate objective. The Firm will be responsible for completing the activities of each component as detailed below.

1.3.2. **Component 1: Comprehensive Diagnosis of the Existing Infrastructure.** This component entails assessing the current water resource management infrastructure with a focus on the Guluchapa water supply pumping system and the water wells, the energy source that powers the WSS, and a Real-time Monitoring (RTM) system required to ensure water quality, quantity, and sustainability. Additionally, this component shall diagnose the status quo of the water services in San Salvador to identify risks, gaps, and opportunities associated with the WSS operations.

- i. Assess the geography, climate, natural resources, water infrastructure, water-sewage networks and connectivity with other relevant services, critical infrastructures, amongst others within the area of intervention.
- ii. Provide an inventory of the existing facilities of the WSS such as:
  - a. The water pumping system and its associated mechanisms, assessing capacity, efficiency, maintenance practices, individual and network performances, pressure, among others.
  - b. The water supply monitoring system, taking into account control and measurement methods by type (e.g., manual, semiautomatic, and automatic), and measurement devices. Consider the state of repair, age, quality of materials and equipment, location, and the environmental impact.
  - c. The supply system water sources (e.g., intakes and groundwater, water wells) considering quantity, quality, and sustainability.
- iii. Conduct market demand assessment and socio-economic demographic of the population, in particular:
  - a. Evaluate the WSS-influenced area's consumption behavior, including environmental circumstances, and comprehension of effective water usage.
  - b. Provide a water consumption forecast by user category - domestic, commercial, public, industrial -, including major water users such as industries located in the project's area of influence.
- iv. Assess water consumption metering considering the number of water consumers with metered connections by category of customer - domestic, commercial, public, industrial-, evaluate the challenge of one large building with multiple apartment units with one single meter, international best practices and standards for meter size selection, repair, calibration, periodic removal, and replacement of meters.



Additionally, assess unmetered households' financial and technical difficulties.

- v. Identify the difference between the quantity of water produced and delivered into the system and the amount sold and evaluate the accuracy of the amounts of water produced and sold. Calculate the size, causes, and significance of physical and administrative losses.
- vi. Review existing and historic tariffs for different categories of customers including an assessment of the extent and reasons for previous non-payment of bills to determine i) the basis for tariff setting, consider any cross-subsidies and subsidies given, ii) the relationship between tariffs and costs (marginal vs. average), and iii) the tariff adjustment process and treatment of financial and social objectives.

1.3.3. **Component 2. Recommendations for the Modernization of the WSS.** This component entails technical assessment and design recommendations for three proposed interventions considered critical for the proper operation of the WSS and ensuring the quality of the service provided. First, water resource management, focusing on the water pumping system and water sources to ensure water supply continuity. Second, the development of an independent solar PV system to power the WSS, to produce clean and low-cost water, impacting water tariffs. Third, the development of an RTM system to improve water quantity, quality, and long-term system sustainability.

1.3.4. **Sub-component 2.1: Technical Assessment and Design Recommendations of the Water Resource Management System.** This sub-component shall provide recommendations for the modernization of the water supply pumping system and all its dependent mechanisms, and water sources with a special focus on groundwater. These activities shall be adapted to the local environment and base on available or collected data.

- i. Conduct geophysical survey to identify potential drilling sites, estimate aquifer depth and its changes over distances, and the select the best fit drilling methodology considering efficiency and environmental impact.
- ii. Elaborate on the well(s) design, installation, materials to be used, and provide the specifics for the well alignment test, well sterilization, well pumping test, required water samples and analysis, among other key factors based on the geophysical profile to ensure the resources' efficiency.
- iii. Estimate the boreholes' safe yield based on a pumping system, considering future expansion options or connection to new boreholes that might be drilled in the future.
- iv. Provide comprehensive specifications for the preparation of the selected area (i.e., civil, mechanical, and electrical works, as well as environmental and social considerations) necessary to support the modernization of the WSS and recommend improvements to ensure the successful integration and utilization of the proposed solution.
- v. Design the water supply pumping system and advise on the technologies such as the pumping machinery, storage, rising main, among others, with a focus on resource-efficient/saving technologies, automation, operation, and maintenance.
- vi. Consider local needs and ensure the adaptation of the proposed intervention to

climate and environmental conditions to safeguard the structure.

1.3.5. **Sub-component 2.2: Technical Assessment and Design Recommendations of a Solar PV System for the Guluchapa WSS.** This sub-component shall provide the engineering specifics and general requirements for the design, installation, and O&M of an Off-grid or On-grid solar Photovoltaic (PV) system to power the Guluchapa WSS. These activities shall be adapted to the local environment base on available or collected data.

- i. Calculate the future power demand of the solar energy system considering the current hydraulic infrastructure and the proposed interventions of the project.
- ii. Provide comprehensive specifications for the preparation of the selected area (i.e., civil, mechanical, and electrical works, as well as environmental and social considerations) necessary to support the installation and O&M of the solar PV system.
- iii. Based on the estimation of future energy demand, provide an engineering design for the installation, operation, and maintenance of a solar PV generator and battery storage to serve as the principal power source for the WSS, and elaborate on its basic requirements, considering but not limited to:
  - a. PV system operation (i.e., backup generators, Off-grid system, etc.) detailing its benefits
  - b. Technical parameters (i.e., voltage, frequency, type of conversion efficiency, humidity, etc.), and other requirements for the installation, and operation of the PV system according to its PV capacity, and local conditions
  - c. Power requirements (i.e., onsite distribution system, PV inverter, transformers, power capacity, etc.,)
  - d. Interconnection between the PV plant and WSS.
- iv. Recommend a battery management system for the solar PV system. Provide details on the battery capacity, battery charger/controller, and battery bank, among other relevant factors that will enhance the performance of the solar PV system and ensure its energy autonomy
- v. Design a remote real-time monitoring data system and recommend a capacity storage model for the main data such as energy measures, consumption and alerts, and elaborate on the software and hardware components of the system.
- vi. Recommend a submetering scheme to measure the precise energy usage of the WSS's various devices to assess the WSS' energy efficiency

In addition to the technical assessment related to the solar energy system, it is strongly recommended to analyze other electrical interconnections within the area of influence of Guluchapa water treatment facility that maybe affected by the rehabilitation project. With this in mind, it is strongly suggested to consider in this Sub-Component 2.2, the following:

- vii. Evaluate the possibility of establishing a connection at the 46 kVa substation located at the Santo Tomas substation.
- viii. Evaluate the possibility of a single substation that can handle the proposed load (or

new load) of the rehabilitation work in Guluchapa, and take into account the electrical connection to the, soon to be constructed, project named Planta Potabilizadora de Agua del Lago de Ilopango (PAPLI).

- ix. Propose a design for the construction of a new electrical line from the substation Santo Tomas to the Guluchapa water treatment facility. This proposal should include protections and measurement in the substation Santo Tomas

1.3.6. **Sub-component 2.3. Technical Assessment and Design Recommendations of an RTM System for the Guluchapa WSS.** This sub-component aims to design specific interventions, recommend best-fit solutions, and provide optimal technical specifications, operations & maintenance guidelines for the design of the RTM system to support the modernization of the Guluchapa WSS. These activities shall be adapted to the local environment base on available or collected data.

- i. Propose specific water-related parameters for the O&M of the WSS taking into account water level in tanks or storage, water quality, quantity of consumption, force of water flow, pH, water turbidity, supply system equipment status, among others.
- ii. Provide a database structure model that facilitated the analysis of selected parameters and operated within the local area network on a server.
- iii. Develop data interface, data exchange and security protocol that allow interconnectivity with other databases such as the customer database, billing information, accounting database, and any other database relevant to enhancing the WSS. Elaborate on the best scheme for data storage, procedures, and classifications of repair and maintenance data.
- iv. Design a model of an RTM system with appropriate smart technologies covering smart metering, billing, O&M management with special attention to location and contamination of pipe burst and the capacity to warn operators if the monitoring parameters deviated from predetermined limits.
- v. Propose detailed designs for HW/SW components of the RTM system considering all the requirements mentioned above, among others considered relevant for this intervention.

1.3.7. **Component 3: Financial and Economic Analysis.** Based on the findings of the previous sub-components, a financial and economic analysis will be conducted to determine the viability of the proposed interventions. Capital expenditure (CAPEX) associated with, infrastructure, construction, equipment, etc., as well as its operating expenses (OPEX), including salaries, maintenance costs, etc. will be forecasted. Moreover, proposal of a public private partnership scheme as well as estimation of potential subsidies required to ensure the viability of the investment, will be conducted.

- i. Identify the best-value-for-money technology alternatives for financial modeling based on the findings of the previous components.
- ii. Elaborate on a detailed economic-financial model with an estimation of the capital

expenditure (CAPEX), operating expenditures (OPEX), internal rate of return (IRR), net present value (NPV), the weighted average cost of capital (WACC), and sensitive analysis

- iii. Conduct a Cost-Benefit Analysis (CBA) taking into account the direct and indirect benefits for the WSS with the implementation of the three proposed interventions mentioned above.
- iv. Evaluate the impact of water tariffs with the implementation of the proposed interventions.
- v. Assess the financial impact of these components by comparing the incremental costs of the proposed intervention with the incremental revenues or savings it will generate, and calculate the resulting annual cost savings
- vi. Prepare a projection of a future average cost recovery tariff, considering different tariff structure to assist the GOES in selecting the optimal tariff/expenditure mix.
- vii. Propose various scenarios and the most optimal scheme for project financing via PPPs for the appropriate component based on South Korean experience in project finance and international best practices
- viii. Estimate the level of subsidies required to ensure the bankability of the PPP scheme
- ix. Prepare an assessment of the adequacy of existing tariffs in the WSS to cover estimated costs and support future requirements of the system
- x. Evaluate and recommend potential business models (BOT, DBO, PPP, PPA, etc.) that could be used to execute the modernization of the WSS, off-grid solar Photovoltaic (PV) system, and the RTM system at Guluchapa facility.

1.3.8. **Component 4. Socio-Environmental Impact Assessment and Management Plan.** An environmental and social impact assessment and a related management plan will be designed in accordance with the policies of El Salvador. This component shall evaluate the positive and negative impact on the environment and affected communities within the projects' area of influence, as well as a detailed assessment of the potential project's impacts during each phase.

- i. Conduct site visits to collect data and pertinent information from authorities.
- ii. Create a practical plan for ensuring stakeholder consultation, community engagement, and public participation considering the planning, implementation, and operation phase of the project.
- iii. Conduct project assessment in accordance with internationally recognized safeguard policies as well as established environmental and social standards to ensure that impacts are identified early in the project cycle.
- iv. Create detailed maps designs of potential places for environmental safeguards. These surveys must be carried out in accordance with GOES and Bank's standards in accordance with international practices.
- v. Identify and assess environmental issues related to the water supply system with a focus on water quality, water quantity, supply source sustainability, WSS resilience to climate change, and environmental impacts

- vi. Produce a preliminary Environmental and Social Management Plan (ESMP) in accordance with CABEL Policies and evaluation methodology, to mitigate the adverse impacts. Analyze and report the extent to which each potential impact can be managed, mitigated, and monitored. The ESMP should address impacts on cultural heritage, aquatic ecology, surface water, groundwater, air quality, terrestrial ecology, effects of waste disposal, noise, vibration, and health and safety, in particular, groundwater depletion and land subsidence, among other challenges assessed with the implementation of the proposed interventions
- vii. Evaluate the alignment of all proposed solutions with the Paris Agreement approach of low-emissions, climate-resilient development pathways and overall climate change mitigation, adaptation and resilience objectives, among others reflected in the evaluation criteria adopted by Multilateral Development Banks (MDBs)

1.3.9. **Component 5. Dissemination Meetings.** In this component, the final deliverables of the TC will be presented to the key stakeholders including the LIA and other relevant government authorities in El Salvador. The objective is to enable a larger discussion to support the execution of essential interventions to modernize the WSS including the installation of a solar PV system and an RTM system in the Guluchapa WSS facilities. In case of travel restrictions, the seminar may be conducted online. Three (3) meetings will be organized over the course of the TC execution as follows:

- i. Kick-off meeting to present the inception report
- ii. Meeting to present the final versions of the interim report
- iii. Meeting to present the final versions of the final report

1.3.10. **Component 6. Capacity Building.** This component will entail a capacity building program in South Korea for key officials from ANDA. The program includes site visits to share ROK best practices and lessons learned with respect to water resource management, renewable energy to power WSS, and RTM system to enhance the efficiency and ensure the sustainability of water resources.

1.3.11. **Engagement Requirements.**

- i. All meetings for the purpose of this consultancy are to be conducted in Spanish or in English with Spanish interpretation, except for those held with CABEL only during which English can be used as the main language.
- ii. It is mandatory to incorporate a Spanish-speaking technical specialists to support the execution of the project.
- iii. Only key members of all parties should be included in the email chain for the execution of this consultancy.
  - a. The Firm shall be provided with the contact details of the key members of the Bank and the LIA.
  - b. The Firm is required to select only the core members of the team to include in the email chain.

- iv. For the kick-off meeting, the Task Team Facilitator (TTF), KTF team, and the LIA must be present.
- v. For virtual or physical meetings after the start of the consultancy, the TTF or a CABEI official delegated by the TTF must be present at all times.
- vi. For all email communications and exchange of official documentation with the LIA, the Firm must copy CABEI members, in particular the representative country office and the KTF team members.
- vii. For any communications related to administrative or contractual matters, the Firm should contact CABEI only.
- viii. CABEI will create an MS Teams channel to facilitate communication amongst stakeholders during the execution of this consultancy.
  - a. The MS Teams channel is to complement emails, which are the official means of communication.
  - b. The Firm can send reminders on follow up actions described in emails or receive real time responses.
  - c. The TTF, the KTF team, the representatives of the consulting company and the LIA will participate in the channel.

## 1.4 General and Specific Experience Required from the Firm

---

- 1.4.1. **General Experience:** The Firm serving as the prime bidder must be of South Korean nationality and must have a team of professionals with proven experience and expertise in water supply systems, water real-time monitoring system, and energy. Consultants who work for the Firm must have availability to work exclusively and full-time during the required period and conduct site visits.
- 1.4.2. **Specific Experience:** The Firm must present **three (3)** most relevant experiences in consultancy related to water supply systems, solar PV system, and water control and monitoring systems over the past 10 years, with the following conditions:
  - i. Experiences most similar to this project will be highly valued.
  - ii. Experiences in LAC region will be highly valued.
  - iii. Experiences beyond 10 years will not be valued.
  - iv. Specific details of the project activities and outputs to illustrate the Firm's capabilities will be highly valued.
- 1.4.3. **Consortiums/Joint Ventures (JV):** Forming an association with local, regional, and/or international consulting firms or individual subject matter expert(s) with experience within the sector and local expertise **is recommended for all bidders:**
  - i. Firms may form consortiums with local, regional, and international firm, with a condition that the South Korean Firm must serve as the prime bidder.
  - ii. Firms may subcontract components to local, regional, and international firms or individual consultants and must highlight their activities and contributions.

## 1.5 Required Experience for the Work Team

---

1.5.1. The key members of the team to be offered by the Firm must be composed of the following expert professionals who are fluent in English, including at least one expert who possesses fluent Spanish language skills. In addition, the incorporation of local (residing in the country) experts will be highly valued. **The bidder may offer to incorporate other specialists that are not mentioned below to ensure successful completion of the engagement.**

i. **Project Manager**

- General Experience: 10 years of work experience as a project leader
- Specific Experience: At least three (3) projects on international consultancies
- Must be proficient in the English Language.

ii. **Water resource engineer**

- General Experience: 10 years of work experience in water resource management
- Specific Experience: At least three (3) projects on groundwater, drilling, aquifer, among others

iii. **Mechanical Engineer**

- General Experience: 10 years of work experience in mechanical engineering in the water sector
- Specific Experience: At least three (3) projects on water supply systems and related mechanism, including pumping stations, pipework and earthwork, water monitoring and control systems

iv. **Solar Energy Expert**

- General Experience: 10 years of work experience in renewable energy projects
- Specific Experience: At least three (3) projects on solar cells, solar power, grid connection, and smart grid

v. **ICT Expert**

- General Experience: 10 years of work experience in electrical engineering
- Specific Experience: At least three (3) consultancies linked directly with design of ICT systems of water management systems

vi. **Economist and Financial Analyst**

- General Experience: 10 years of work experience within the economic and/or financial sector
- Specific Experience: At least three (3) consultancies and experience on economic and financial analysis for water projects

vii. **Local / Regional Environment Specialist**

- General Experience: 10 years of work experience in conducting environmental and social impact assessment
  - Specific Experience: At least three (3) consultancies and experience on water resource management and water systems
- viii. **Local / Regional Water Resource Management Specialist**
- General Experience: 10 years of work experience in Latin America
  - Specific Experience: At least three (3) water projects conducted directly in Latin America or in collaboration with Latin American companies or individuals

## 1.6 Deliverables

---

1.6.1. As part of the description of required services, the expected deliverables produced in professional level English are listed below:

- i. **Deliverable #1** to be submitted two (2) weeks after signing of the contract, detailing methodology, workplan, timeline, etc
  - Report 1: Inception report with detailed methodology, workplan, timeline, and information request list
  - Event 1: Virtual dissemination meeting to present Report 1
- ii. **Deliverable #2:** to be submitted within four (4) months after signing of the contract consisting **final versions of:**
  - Report 2: Comprehensive Diagnosis of the Existing Infrastructure
  - Event 2: Virtual or in-person dissemination meeting to present Report 2
- iii. **Deliverable #3:** to be submitted eight (8) months after signing of the contract consisting of **final versions of:**
  - Report 3: Recommendations for the modernization of the WSS (Water resource management system)
  - Report 4: Recommendations for the modernization of the WSS (Solar PV system and related electrical interconnections)
  - Report 5: Recommendations for the modernization of the WSS (RTM system)
  - Report 6: Financial and economic analysis
  - Event 3: In-person dissemination meeting to present Reports 3, 4, 5, and 6
- iv. **Deliverable #4:** to be submitted ten (10) months after signing of the contract consisting of **final versions of:**
  - Report 7: Socio-environmental impact assessment and management plan
  - Report 8: Capacity building materials
  - Report 9: Support with CABEI Loan Documentation Preparation. The Firm may be required to submit an executive summary outlining the findings of the project. A report template will be provided during the kickoff meeting.



- Event 4: In-person dissemination meeting to present all final deliverables as well as Reports 7, 8 and 9
- Event 5: Support KTF with Capacity building workshop in ROK

1.6.2. The Firm shall ensure that the following requirements are met for all deliverables:

- i. The Firm may add (not exchange) activities or profiles to the team, not specifically stated in the TOR to ensure successful expected outcome of the deliverables and project.
- ii. The Firm is prohibited from deleting or modifying activities from the TOR without the written consent of the Bank.
- iii. The Firm shall ensure all deliverables are submitted with professional level of English to the Bank for review and comments.
- iv. The Firm is prohibited from submitting deliverables directly to the LIA or to any institution that is not the Bank or to any official that does not work for the Bank.
- v. The Bank may request changes to the deliverables and will not submit the deliverables to the LIA unless it meets the expectations of the Bank.
- vi. The Bank shall officially submit the deliverables to the LIA when they are deemed sufficient for submission.

1.6.3. **Site Visit:** A minimum of three (3) trips is required for the project.

- i. All travel expenses have been included in the budget of this consultancy.
- ii. Certain activities may require the Firm to have extended presence on the ground while conducting the study to meet the expectations of the Bank and LIA
- iii. It is advised that the first site visit take place after a virtual kick-off meeting with the Bank, as well as after a complete Request for Information (RFI) document has been submitted, and partial information has been received.
- iv. Prior to each trip, the Firm must submit a mission plan that specifies the date, location, and the agenda of the mission to ensure meetings with relevant members of the Bank, LIA and relevant stakeholders
- v. The Bank must provide a non-objection for the trip in advance
- vi. The Firm will be required to submit a summary report of the mission after the completion of the trip of no more than five (5) pages and in bullet points.

1.6.4. **Deliverable Presentation:** The Firm is expected to travel to **El Salvador** for the initial field research and the presentation of deliverables, including the Interim Report, and the Final Report.

- i. The interim reports are to be considered final deliverables as stated within the TORs.
- ii. The Firm may conduct capacity building workshops during each mission if the deliverable is finalized and approved by the Bank.

1.6.5. **Bi-weekly Report:** The Firm will be required to submit a **bi-weekly progress report** to the Bank in English during the contracted period of consultancy.

- i. The report should be a maximum of three (3) pages and **in bullet points**.
- ii. The report must consist of a brief description of the progress made and milestones achieved, challenges or bottlenecks encountered in the performance of the work, and

suggestions on how they can be resolved or mitigated. It should also include a list of next steps to be carried out during the following weeks and months.

1.6.6. **Meeting minutes:** The Firm must provide detailed meeting minutes in English after meetings with the LIA and/or the Bank during project execution.

## 1.7 Contract Term

1.7.1 CABEI and the Firm will subscribe a contract for a period of twelve (12) months, from the last signature date of the Contract by the Parties.

1.7.2 Whenever there are causes of force majeure or fortuitous events that justify it, and there is an agreement between CABEI and the Firm regarding the causes, the term may be extended for a reasonable time deemed necessary for the Firm to satisfactorily conclude the contracted services.

1.7.3 The Bank reserves the right to unilaterally conclude the service contract without any responsibility on its part, if it is verified that the Firm, is not adequately executing any of the tasks set forth in the Technical Proposal and Terms of Reference or when the contracted services do not conform to or comply with them.

## 1.8 Contract Execution Schedule

This contract is to be executed by a South Korean Firm. These activities are described in the timeline below:

Timeline for Project Procurement and Execution for the South Korean Firm																
<b>Component 1.</b> Comprehensive diagnosis of the existing infrastructure																
<b>Component 2.</b> Recommendations for the modernization of the WSS																
<b>Component 3.</b> Financial and economic analysis																
<b>Component 4.</b> Socio-environmental impact assessment and management plan																
<b>Component 5.</b> Dissemination seminar																
Month	-	-	-	-	1	2	3	4	5	6	7	8	9	10	11	Duration
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
Launch RFP																1 month
Bid Deadline																1 month
Bid Review																1 month
Contracting																1 month
Component 1																4 months
Component 2																8 months
Component 3																4 months
Component 4																4 months
Component 5																Minimum 3 trips

## 1.9 Guarantees

---

Advance Guarantee: the advanced delivery of securities is not established for this contract.

## 1.10 The Firm's Obligations

---

The Firm will be accountable for:

- 1.10.1 Complying with the Terms of Reference, technical offer, economic bid, and other conditions that are expressed in the corresponding contract.
- 1.10.2 Accepting CABEI's supervision and oversight as applicable and addressing CABEI's observations and/or recommendations.
- 1.10.3 Committing to apply the necessary security and biosecurity measures to ensure access to the facilities only to authorized personnel, if necessary.

## 1.11 Bank Obligations

---

CABEI will be responsible for:

- 1.11.1 Providing the information (verbal or written) and documentation necessary for the preparation of the analyses and research required within the framework of the services requested.

## 1.12 Fees and Payment Methods

---

- 1.12.1 The Bank will pay for the services pursuant to the provisions of the signed contract, in United States Dollars or in the currency that is deemed most convenient.
- 1.12.2 The prices provided by the bidders are their sole responsibility; any omission will be interpreted as voluntary and tending to obtain prices that will allow the bidder to submit a more advantageous offer.
- 1.12.3 The payment indicated in numeral 1.12.1 will be effective by CABEI as shown below:
  - i. **Payment No. 1:** Twenty percent (20%) of the total amount, against the delivery and acceptance of a Report that includes the document(s) in subparagraph (i) of section 1.6.1. of the Deliverables.
  - ii. **Payment No. 2:** Thirty percent (30%) of the total amount, against the delivery and acceptance of deliverables that include the document(s) and the corresponding event in subparagraph (ii) of section 1.6.1. of the Deliverables.

- iii. **Payment No. 3:** Thirty percent (30%) of the total amount, against the delivery and acceptance of deliverables that include the document(s) and the corresponding event in subparagraphs (iii) of section 1.6.1. of the Deliverables.
- iv. **Payment No. 4:** Twenty percent (20%) of the total amount, against the delivery and acceptance of deliverables that include the document(s) and the corresponding event in subparagraphs (iv) of section 1.6.1. of the Deliverables.

1.12.4 The bidder may propose an alternative payment arrangement in a separate document within the economic bid, which will be reviewed by CABEL who will decide whether to accept or propose different alternatives.

1.12.5 CABEL fulfills its payments by means of wire transfers; the bidder must provide the name of the banking institution and account number. The authorization will be carried out pursuant to the instructions contained in Annex 2.

### **1.13 Immunities, Extensions and Privileges**

---

1.13.1 Pursuant to its constitutive agreement, CABEL, its income, and all assets, as well as the operations and transactions that it carries out in accordance with said agreement, will be exempt from all kinds of tax and customs duties or others analogous in nature. It is also exempt from all responsibility related to the payment, withholding or collection of any tax, contribution or right; consequently, the taxes and other contributions that correspond to the Firm derived from the fees caused will be its own responsibility.

### **1.14 Service Supervision and Coordination**

---

The coordination and supervision of the services will be carried out by Regional Office of El Salvador with support of the KTF Team.

## **2. EVALUATION, CONTENT AND PRESENTATION OF BIDS**

### **2.1 Bid Evaluation Form**

---

The bids will be evaluated using a rating system, where there will be two (2) types of qualification: technical and economic, totaling 100%.

## 2.2 Technical Evaluation 80%

---

- 2.2.1 The technical evaluation aims to evaluate CABEI's satisfaction with the compliance of the characteristics of the services to be contracted and the relevant aspects to be met by the Firm.
- 2.2.2 Although the technical evaluation has a total value of 80%, to obtain the technical qualification, according to the evaluation criteria, the total value of 100% will be used. This result will then be weighted on the value of the technical evaluation (80% of 100%).
- 2.2.3 The criteria and weights to be used to carry out the technical assessment are as follows

Evaluation Criteria (As required)	Percentage
<b>Overall Presentation Quality</b>	10%
<b>Specific Experience</b>	15%
<b>Key Staff qualifications and competence for assignment</b>	25%
<b>Subject matter expertise in the region and language</b>	10%
<b>Technical approach, methodology and work plan</b>	40%
<b>Total Technical Evaluation Score</b>	<b>100%</b>

- 2.2.4 For the offer submitted to be technically acceptable, it must obtain a minimum rating of 80%; i.e. 80%/100% of the total technical assessment; or 64%/80% of the weighted technical rating. A bid that does not meet that score will be disqualified from the process.

## 2.3 Economic Assessment 20%

---

- 2.3.1 The economic assessment shall assign the maximum weight of 20% to the lowest cost economic bid.
- 2.3.2 The rest of the proposals will be assigned the weight as follows:

$P_i = (E_m * [20]) / E_i$	$P_i$ = Economic Proposal Score i. $i$ = Bidder. $E_i$ = Economic Proposal i. $E_m$ = Economic Proposal with lowest cost or price.
----------------------------	---

- 2.3.3 The sum of the technical and economic evaluation will result in the final qualification that will serve as the basis for the award.

## 2.4 Bid Submission Form

---

- 2.4.1. The offer must consist of three (3) duly identified sections:
- Technical bid

- b. Compliance documentation
- c. Economic bid

## 2.5 Technical Bid Contents

---

The technical offer must contain the following documents, which must be submitted in the following order:

- 2.5.1. Letter of Presentation (Annex 1) duly stamped and signed by the legal representative. If the Bank's template is not used, the offer shall be disqualified.
- 2.5.2. Payment Instructions Template (Annex 2) duly completed.
- 2.5.3. Technical Offer: **Length of proposal must not exceed a maximum of 80 pages**
  - a. Overview of the Firm
    - i. Provide here a brief description of the background and organization of your company, and – in case of a JV – of each member for this assignment.
  - b. Experience of the Firm
    - i. List only **three (3)** relevant projects that highlight your capabilities to execute this project. References must be relevant to this engagement and successfully completed within the previous 10 years. **Experiences beyond 10 years will not be valued. Experiences in Latin America are highly valued.**
    - ii. List only those assignments for which the organization was legally contracted as a company or was one of the JV partners. Assignments completed by the Firm's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Firm that is a primary bidder. Experiences of Consortium member or JV partners may be claimed. The Firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Bank.
    - iii. Include full contact details (country of assignment, name of the referee, title, organization, address, email, and phone number).
    - iv. Provide a detailed description of the performed activities, main deliverables and outputs for the three (3) references to be presented in the proposal.

Name of the project: [e.g., Improvement of ...]		Reference No. 1/3
Sector		Country
Name of funding organization		
Full contact details	name/title/email/ phone #/address	

Name of the client/ beneficiary			
Full contact details	name/title/email/ phone #/address		
Role in the assignment	[e.g., Lead partner in a JV A&B&C]	Total contract value (USD)	Ie. 100,000
Name of consortium partner	(e.g, Contractor B	Contractor's share of contract value	Ie. 75000
Detailed description of the performed activities:			
Description of the deliverables (outputs):			
Other relevant information:			
E.g., end results, detailed description of consultancies for pilot project, workshops, training, conferences, etc. (if any)			

c. Work Plan

- i. Project Understanding, Technical Approach, and Methodology. [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.]
- ii. Implementation Plan. [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Bank), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Project Timeline and Deliverables Form.]
  - Provide a timeline for this project with milestone-deliverables end dates with the breakdown for activities, delivery of reports, and benchmarks and other requirements, such as the Bank's approvals. Advice if any areas of the project timeline are critical path and/or require Bank commitment to a deadline.
  - For phased assignments, indicate the activities.
  - Include a legend, if necessary, to help read the chart
- iii. Staffing & Personnel.
  - Team composition, assignment, and key experts' inputs: Identify the project manager/team leader for this effort, and provide the composition of the proposed team.

- Provide each team member’s name, position, nationality, duration of relevant work experience in the field assigned for this assignment, specific activities undertaken for each relevant project completed in the past, etc.
- iv. Comments (on the TOR and on counterpart staff and facilities). Present and justify here any modifications or improvement to the terms of reference you are proposing to improve performance in carrying out the assignment such as deleting some activity you consider unnecessary or adding another or proposing a different phasing of the activities. Suggestions should be concise and to the point. Please also include comments, if any, on counterpart staff and facilities to be provided by the Bank. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.
- d. Curriculum Vitae: Resume of the professionals or specialists who will be in charge of the service.

Position Title	[e.g., TEAM LEADER]		
Name of Expert:	[Insert full name]		
Country of Citizenship/ Residence			
Education	List university or other specialized education, dates attended, degree obtained		
<b>Employment record relevant to the assignment:</b> [Starting with present position, list in reverse order your past experience. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. <b>Past employment that is not relevant to the assignment does not need to be included.</b> ]			
Period	Employing organization and your title/position. Contact information for references.	Country	Summary of activities performed relevant to the assignment.
[e.g., May 2005-present]	[e.g., Ministry of Economy and Finance, advisor / consultant to... For references: Tel. 010-xxx-xxxx/e-mail. xxx@xxx.com; Mr.Bbbbb, deputy minister]		
<b>Summary of specific projects undertaken that best illustrate capabilities to conduct this assignment.</b> List in reverse order the most relevant assignments that the expert has undertaken that will showcase their ability to successfully execute this project. <b>All relevant previous experiences can be listed and experiences beyond 10 years will not be valued.</b> Please provide the project period, location, sector, client, and position held, as well as a detailed description of activities performed to complete the assignment which best illustrates the expert’s capability to successfully handle this assignment.			
Assignment 1: [Name of the assignment]			
Sector: ICT	Description of activities performed:	Description of outputs:	



Period/ Duration: Jan'19- Feb '21		
Location:		
Client:		
Assignment 2: [Name of the assignment]		
Sector: ICT	Description of activities performed:	Description of outputs:
Period/ Duration: Jan'19- Feb '21		
Location:		
Client:		
Language Skills		
Contact information		

**Side notes:**

- **The Information described in this section must be submitted in its entirety. If the required Information is not submitted, the bidder will lose the score for the specific evaluation criteria taking into consideration that this information is not rectifiable.**
- **If necessary, CABEI can request additional information and/or clarifications regarding the submitted offers.**

## **2.6 Compliance Documentation**

2.6.1. The compliance documents to be sent in this section shall include the following information:

- Copy of the company's deed, articles of incorporation or constitutive act, duly registered in the Commercial Registry or its equivalent, in which the stakeholder composition of the company can be found.
- Power of Attorney or Certification Copy issued by the Secretary of the Council in which the appointment of the legal representative of the company can be found.
- TAX ID Copy (RUC, RTN, NIT or its equivalent in the country of origin).
- At least one original bank reference, no older than 30 days after it has been issued.
- Affidavit for the Prevention of Money Laundering and Financing of Terrorism, (Annex 3) completed and signed by the legal representative.
- Copy of Legal Representative's passport or identification document.

2.6.2. The Bank reserves the right to request additional information or updated documents as it deems appropriate.

## 2.7 Economic Bid Contents

---

2.7.1. The financial bid shall contain the following documents placed in the following order:

- a. Properly stamped and signed economic bid template (Annex 4).
- b. Detailed document of the stamped and signed economic bid, in which the detail of fees and related expenses required to provide the services must be included.

2.7.2. The economic bid shall be subject to the following guidelines:

- a. The economic bid must include the direct and indirect costs related to the quoted service and clearly indicate the currency in which it is expressed.
- b. If the payment is made in United States dollars, the official exchange rate in effect at the date of the transaction will be used.

2.7.3. The economic bid must be submitted tax-free. CABEI will provide the taxes waiver document to the awarded bidder.

## 2.8 Bid Language

---

All documentation required to participate in this tender shall be submitted in English.

## 2.9 Bid Submission Procedure

---

Bids must be uploaded electronically in CABEI's Institutional Procurement Portal, which is available at [www.bcie.org](http://www.bcie.org) and all documentation shall be upload in the Public Tender **No. 005/2023 "Modernization of the Guluchapa Water Supply System in San Salvador Through Dedicated PV Generation and Integrated Water Resource Management"** following the instructions below:

- a. Proposals must be uploaded separately, as indicated in the "Create Response" tab under section 1 (Oferta Técnica) and section 2 (Oferta Económica).
- b. In the "Create Response" area, the available "Lines" section must be completed".
- c. Once the documents have been uploaded to the Portal in full, click the "Submit" button.
- d. The offers must only be submitted through CABEI's Vendor Portal, **do not send a copy to an email address**.

## 2.10 Deadline for Submission of Bids

---

2.10.1. The deadline for receiving bids is **March 14<sup>th</sup>, 2023**.

2.10.2. The bids submitted after this date shall be deemed extemporaneous and will not be taken into consideration.

2.10.3. Once the bid has been submitted, it cannot be withdrawn, replaced nor modified.

## 2.11 Inquiries, Deadlines and Coordination

---

- 2.11.1. If there are doubts or questions regarding the Terms of Reference or the bidding process, they shall be addressed through CABEI's Vendor Portal "Public Tender No. 005/2023 **"Modernization of the Guluchapa Water Supply System in San Salvador Through Dedicated PV Generation and Integrated Water Resource Management"** in the "Gestionar Preguntas del Negocio" tab.
- 2.11.2. Questions submitted regarding the Terms of Reference will be accepted no later than **March 7<sup>th</sup>, 2023**.
- 2.11.3. All questions will be answered to all Bidders in order to maintain equality in the information provided, these will be uploaded to CABEI's Institutional Procurement Portal.
- 2.11.4. If necessary, requests to extend the deadline for submitting the bid must be submitted no later than **March 7<sup>th</sup>, 2023**, through the CABEI Institutional Procurement Portal or by sending the request to the address [adqinstitucionales@bcie.org](mailto:adqinstitucionales@bcie.org) CABEI shall submit the period extension request for authorization.

## 2.12 Expression of Interest

---

Bidders who wish to participate in the Tender have to send an email to [adqinstitucionales@bcie.org](mailto:adqinstitucionales@bcie.org) Expressing their interest in order to be granted access to the tender's documents.

## 2.13 Validity of bids

---

The bids must have a validity period of at least ninety (90) calendar days, starting on their presentation deadline.

# 3. GENERAL NORMS

## 3.1 Performance Standards

---

- 3.1.1. The Firm is committed to providing its professional services and execute the tasks indicated in the Contractual Documents, certifying that it meets the highest standards of integrity and professional competence, taking into consideration the nature and purpose of the Bank as an

international organization of public law and guaranteeing that it will carry out the services indicated in the Contract to be signed in a manner consistent with the aforementioned.

- 3.1.2. The Bank at all times has the right to verify the quality of the work carried out by the Firm and to request the modifications and revisions that it deems pertinent within the approach contained in these Terms of Reference.

## **3.2 Bank Rights**

---

- 3.2.1. If none of the proposals received is considered to fully satisfy the requirements included in these Terms of Reference, CABEI reserves the right to declare the process void. Likewise, CABEI reserves the right to reject any proposal, annul or declare the process failed, decide to extend it, cancel it or partially or totally postpone it, decide to grant it totally or partially to one or more suppliers, as well as determine whether it is convenient to its Corporate interests, without incurring in any liability to the Firm.
- 3.2.2. CABEI will publish the winning bid for the process of the consultancy on its website, as well as the amount and date of the award in accordance with the provisions of the current Information Security Policy.
- 3.2.3. CABEI reserves the right to supervise the activities carried out by the Firm and determine whether said activities contravene the provisions related to information security; the Bank may take the actions it deems necessary to safeguard its information, reputation and image.

## **3.3 Reasons for Disqualification of Bids**

---

- 3.3.1 Lack of a presentation letter signed by the legal representative of the company in the format provided by CABEI (Annex 1).**
- 3.3.2 The bids may be disqualified at any time during the process if a breach of the terms of reference occurs or is verified regarding the veracity of the information provided or the adulteration or falsification of the documentation presented.
- 3.3.3 If the bids are incomplete or any of the requirements established in the terms of reference are omitted or not complied with, that are classified by the Bank as not rectifiable.
- 3.3.4 If the proposals are submitted somewhere different than established in the terms of reference and after the established date and time.
- 3.3.5 If the documentation is presented with erasures or unjustified amendments.
- 3.3.6 It will be disqualified if the Economic offer is attached in the same file or is included any economic information in the Technical offer.**
- 3.3.7 Send a copy of the proposal to any of CABEI's email addresses.

3.3.8 If the technical offer, once evaluated by CABEI, does not meet the minimum score established.

### **3.4 Prohibitions**

---

To guarantee transparency in its procurement processes, the following persons may not participate, directly or indirectly, in the supply of goods, services and consultancies for CABEI.

3.4.1 Active officials or employees, ex-officials or ex-employees and retirees of CABEI for a period of two (2) years from their separation, in addition to spouses or housemates, nor relatives by blood or affinity up to the second degree, inclusive, of officials or active CABEI employees.

3.4.2 Juridical persons involving anyone indicated in the previous paragraph, considered individually or jointly, be holders of more than twenty-five percent (25%) of the share capital or hold a position of management or representation, for major purchases amounting ten thousand dollars (US\$10,000), currency of the United States of America, or its equivalent in any other currency.

### **3.5 Protests or Appeals in the Bidding Process**

---

Any bidder who has participated in this tender and has a complaint regarding its outcome can access the Reporting Channel available on the CABEI's website to issue such complaint. [www.bcie.org](http://www.bcie.org)

### **3.6 Confidentiality Clause**

---

3.6.1 The Firm and, where appropriate, the personnel in charge of offering the services described in this document, must exercise the greatest secrecy and confidentiality in relation to conversations, data, documents and general information of the Bank that by any means comes to be of their knowledge, and in general, of any prior event or element, whether material or conceptual.

3.6.2 Any serious breach of the foregoing, defined as serious and which negatively affects the Bank's official relations with national authorities at any level, or which results in public or commercial dissemination that in any way damages the confidentiality of the Bank's information, may give rise to terminate the contract; the latter will be done by written communication to the Firm denouncing such events.

### **3.7 Acceptance of the Code of Ethics**

---

The bidder declares, that it knows the principles, norms and institutional and individual ethical values that prevail at CABEI within the framework of the Code of Ethics, which is attached to these Terms of Reference, and that in case of being selected, it must follow observance and compliance without any restrictions; any breach of said norm will give the Bank the right to terminate the

procurement and/or contracting in advance without any responsibility on its part and without prejudice to the pertinent criminal and civil actions.

### **3.8 Annexes**

---

- a. Annex 1 - Presentation letter.
  - b. Annex 2 - Payment Instructions Template.
  - c. Annex 3 - ML-TF Affidavit Form.
  - d. Annex 4 - Economic offer Template
  - e. Annex 5 - CABEI Policies (Code of Ethics, Integrity Provisions, CABEI Information Security Policy, Money Laundering Prevention Policy).
  - f. Annex 6 - CABEI Contract Template
-