

# CABEI



Central American  
Bank for  
Economic  
Integration

## Terms of Reference

Modernization of the Western Regional  
Hospital and Healthcare Services in Belize

Public Tender

010/2023

February/2023

PÚBLICO

## Contents

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 Contractor .....	12
1.5 Required Experience for the Work Team .....	13
1.6 Deliverables .....	14
1.7 Contract Term .....	16
1.8 Contract Implementation Schedule .....	16
1.9 Guarantees .....	17
1.10 Contractor Obligations .....	17
1.11 Bank Obligations .....	17
1.12 Fees and Payment Methods .....	18
1.13 Immunities, Extensions and Privileges .....	18
1.14 Service Supervision and Coordination .....	19
2. EVALUATION, CONTENT AND PRESENTATION OF BIDS .....	19
2.1 BID EVALUATION PROCEDURE .....	19
2.2 Technical Evaluation 80% .....	19
2.3 Economic Assessment 20% .....	19
2.4 Bid Submission Method .....	20
2.5 Technical Bid Contents .....	20
2.6 Compliance Documentation .....	23
2.7 Economic Bid Contents .....	24
2.8 Bid Language .....	24
2.9 Bid Submission Procedure .....	24
2.10 Deadline for Submission of Bids .....	25
2.11 Inquiries, Deadlines and Coordination .....	25
2.12 Expression of Interest .....	26
2.13 Validity of bids .....	26
3. GENERAL NORMS .....	26

3.1	Performance Standards .....	26
3.2	Bank Rights .....	26
3.3	Reasons for Disqualification of Bids .....	27
3.4	Prohibitions .....	27
3.5	Protests or Appeals regarding the Public Tender .....	27
3.6	Confidentiality Clause .....	28
3.7	Acceptance of the Code of Ethics .....	28
3.8	Annexes .....	28

## **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       | 02/21/2023 |
| • Last day to send questions          | 03/14/2023 |
| • Deadline for submitting offers      | 03/21/2023 |
| • Expected contract commencement date | 04/21/2023 |

# 1. REQUIRED SERVICES

## 1.1 Background

---

### Current Challenges and Background

- 1.1.1. With rising healthcare costs in the US and the prolonged COVID-19 pandemic, Americans have been actively seeking medical services abroad for more affordable rates, ranging from cosmetic surgeries, dental work to orthopedic procedures. In 2020 alone, an estimated 290,000 Americans travelled abroad for dental and medical procedures, with about 15% of total US outbound business accounting for medical departures. In 2019, the global medical tourism market was worth over \$37 billion and the market in Latin America was estimated at almost \$8 billion. According to the Medical Tourism Index, Costa Rica is the only Latin American country to rank within the top 10 leading medical treatment destinations, having hosted over 21,000 health tourists.
- 1.1.2. Belize, well-known among tourists for its beautiful beaches and tropical climate, has set out plans to establish medical tourism as a cornerstone to develop a blueprint for economic prosperity. Having successfully expanded and developed the tourism industry fourfold in only a decade, tourism is the single largest service sector of the country, accounting for 41.3% of the GDP and 37.3% of total employment. The positive impact of the tourism industry extends to other sectors directly and indirectly, ranging from the hospitality sector (i.e. hotels and restaurants) to auto rental and taxis, construction, and general merchandising. To capitalize on its greatest strength – rich natural resources and strong cultural heritage that have allowed for eco-tourism, adventure and cultural tourism to flourish - the Government of Belize is committed to packaging health and wellness treatments and procedures with its growing tourism offerings.
- 1.1.3. Among the many advantages for Belize as it develops medical tourism are its proximity and familiarity to the US. Moreover, Belize is the only country in Central America where English is used as the official language. Another benefit is the fact that lodging in Belize already embodies an atmosphere of tranquility that is very conducive to healing. The development of a medical tourism industry is in line with both the Long-Term National Development Framework for Belize - HORIZON 2030 and the National Sustainable Master Plan for Belize 2030. The nationwide development of medical tourism will not only naturally fuel the growth of the tourism industry but also create new opportunities for enterprises of all sizes, inclusive of transportation companies, tour operation, hotels and restaurants in addition to the healthcare industry.
- 1.1.4. Despite the evident potential, the healthcare system in Belize falls short of international standards to attract medical tourists. It provides medical care to a population of 419,000 through a network of public and private institutions. Health expenditure as a percentage of GDP has increased steadily since 2000, from 3.9% to 5.7% but remains significantly lower than the 8.0% regional average in Latin America and the Caribbean. Eight hospitals and approximately 60 rural clinics and health centers deliver public health care services for 85% of the population, while three private hospitals and some fifty (50) private clinics provide the remaining 15% of health care services. Belize has maintained one of the lowest per capita

health expenditure levels in the Caribbean region and has made moderate achievements by focusing heavily on primary care. At present, only Karl Heusner Memorial Hospital in Belize City provides tertiary care.

- 1.1.5. The geographic distribution of the national population presents challenges for healthcare service delivery and impacts accessibility, patient transfers, the scope and mix of services available, and the availability of health professionals to deliver quality care equitably. Belize is a country heavily affected by the burden of communicable and non-communicable diseases, as well as maternal and child health conditions. While life expectancy has increased and infant mortality rates have shown steady decline since 2009, the healthcare system must address problematic rates of diabetes, ischemic heart disease, neonatal disorders, and interpersonal violence. A high poverty rate of 42% limits access to proper nutrition, clean drinking water and sanitation, adequate housing, health information, and education, further undermining the healthcare system.
- 1.1.6. Over the past two decades, the Ministry of Health and Wellness has advanced the provision of healthcare in Belize through significant investment in primary care and several strategic initiatives, including the Health Sector Reform Project (HSRP), launched in the year 2000, which sought to improve access, quality of outcomes, and ensure more equitable delivery of healthcare across the public and private sectors. A key undertaking that grew out of the HSRP was the National Health Insurance (NHI) program, which sought to make universal health care available without financial barriers and established a pay-for-performance system that provides financial incentives for meeting specified quality performance standards. In 2008, implementation of the Belize Health Information System (BHIS), a comprehensive health information system that allows for the collection and dissemination of health data with the goal of improving health outcomes and performance, was implemented. Ongoing efforts include extending BHIS coverage further within rural areas, strengthening its registration system, and providing better data security and privacy. The system is now present in all five of Belize's health regions and it provides a solid foundation upon which to build more advanced health information systems and/or digital infrastructure.
- 1.1.7. Increasing life expectancy of the elderly population, urbanization, immigration, challenging economic landscape, and the COVID-19 pandemic have resulted in increased stress on the public health system. Meeting this growing demand requires a combination of expanded and improved healthcare facilities, efficient health information systems that achieve administrative efficiencies and innovative ways to develop human capital. The public health system does not have adequate resources to provide various levels of tertiary care, forcing patients to rely upon the private sector.
- 1.1.8. In many instances, Belize's physical and technological infrastructure within the health sector is either lacking, outdated or obsolete. Facilities encounter a myriad of problems, including inadequate electrical wiring, malfunctioning of antiquated equipment, shortages of medical supplies and medicine, financial constraints limiting efficient administration, among others. Belize's healthcare infrastructure pales in comparison to the average in Latin America and the Caribbean, as evidenced by the fact that Belize only provides approximately half the regional average of hospital beds per capita.
- 1.1.9. Belize also faces shortages in skilled healthcare providers, including nurses, physicians, surgeons, and specialists, as well as other health professionals such as physiotherapists,

rehabilitation therapists, pharmacists, and laboratory technologists. For example, the physician to population ratio of 1.1 per 1,000 persons is not sufficient to meet demand and falls far below both the averages for the region (2.0) and OECD countries (3.5). Also, the country's specialist surgical workforce is inadequate, with just 10 surgeons per 100,000 population, which pales in comparison to the regional average of 43. The insufficient supply of healthcare professionals heightens the importance of optimizing the skill-mix, specialization-mix, and overall structure of the health workforce, as well as the delivery of primary, secondary, and tertiary care services. Inadequate staffing or undertrained professionals' results in a lower quality of service and more medical visits, further exacerbating the stresses placed on the healthcare system.

- 1.1.10. **Preliminary studies have found the Western Regional Hospital inadequate to meet the current and future healthcare needs of the population they serve. The 51-year-old facility is located in the capital city, Belmopan. It is envisioned that a newly constructed facility that replaces the existing hospital will serve as a teaching hospital that provides tertiary care to both the western and southern regions, serving approximately half of Belize's population.**



Image 1. Western Regional Hospital in Belmopan

## 1.2 Purpose or Objective

---

- 1.2.1. The general objective of this consultancy is to conduct a feasibility study on developing a new tertiary hospital to replace the current Western Regional Hospital in Belmopan. The consultancy will assist the Ministry of Health and Wellness (MHW) to modernize healthcare infrastructure and reinforce institutional, technical, and operational capacities of hospital administrators and physicians.
- 1.2.2. The Consulting Firm (hereinafter referred to as "Contractor") is to conduct a diagnosis of the status quo, develop designs of the envisioned healthcare facility, recommend hospital management best practices, conduct environmental and social impact assessment, and advise on curriculum development for the medical school. Based on the studies, the Contractor shall deliver capacity building workshops in Belize and South Korea to transfer knowledge and disseminate findings to MHW and key public and private stakeholders.

## 1.3 Scope of Work

---

- 1.3.1. The Contractor shall carry out all the tasks to achieve the Objective of the Service described in Section 1.2, and for this purpose, this consultancy is divided into seven (7) components where each concludes with the submission or execution of deliverables. The Contractor will be responsible for completing the activities of each component as detailed below.
- 1.3.2. **Component 1: Diagnosis of the Local Situation, Review of Previous Market Demand Studies, and Project Profile for the Western Regional Hospital.** This component will involve the review and validation of previously conducted studies that assessed and analyzed the status quo of the healthcare system and infrastructure in Belize. Through this review, the following activities will take place to serve as inputs for the feasibility study and estimated costs of the new construction of the Western Regional Hospital in Belmopan:
- i. Conduct a diagnosis of the current status quo of the hospital including its portfolio of services, hospital management model, organizational structure, supply capacity, and any other information that shall be relevant for Component 2
  - ii. Conduct research on the current patient population including patient demographics, socioeconomic status, insurance coverage, diagnoses, and demand of services
  - iii. Validate the findings and reassess the current and future demand for the hospital and for different specialties to serve as inputs for the design of the facilities and procurement of equipment
  - iv. Identify and quantify gaps in physical infrastructure, ICT systems, management practices, medical equipment, services, and staffing
  - v. Define the specialties and services to be offered by the hospital
  - vi. Analyze national and local regulations and laws related to the new construction project in the preparation of the feasibility study
- 1.3.3. **Component 2. Feasibility Study for a Tertiary Hospital to Modernize the Western Regional Hospital in Belmopan.** The output of this component will be site-specific analysis and recommendations on the facility design, technologies, and equipment, as well as on ways to enhance the administrative efficiency and quality of service for the Western Regional Hospital in Belmopan to serve as a tertiary hospital. Recommendations will reflect best practices and experiences implementing and utilizing technologies that enhance healthcare delivery and benefit patients. This component will include two (2) sub-components:
- 1.3.4. **Component 2.1: Design of the Tertiary Hospital Facilities and Infrastructure.** This sub-component aims to develop a design for the new Western Regional Hospital facility in Belmopan. The site of the construction has already been selected by MHW. On-site inspection for the execution of this sub-component is compulsory.
- i. Conduct site surveys and lead consultations with relevant stakeholders
  - ii. Review existing plans and profiles for new construction of healthcare facilities, if any, taking into consideration specific attributes and the needs of the patient population served



- iii. Execute soil tests, topographical, geotechnical, geological, architectural, and structural studies including anti-seismic studies (earthquake-resistant), hydro-sanitary studies (drinking water, sewage rainwater, sewage conduction) and fire, electrical and mechanical studies, treatment of wastewater and hospital solid waste (hazardous and non-hazardous), etc for the proposed intervention
- iv. Recommend the architectural plan as well as various alternatives for facility design
- v. Based on consultation with the Local Implementation Agency (LIA), provide designs and blueprints of hospital infrastructure and facilities based on international best practices as well as addressing natural hazards and climate risks and vulnerabilities identified in Component 3
- vi. Present detailed project implementation and construction plans, including cash flow per activity
- vii. Recommend the Functional Medical Plan and Medical Architectural Program as well as medical technologies appropriate for the hospital to provide tertiary care, as well as technical specifications
- viii. Develop a complete room by room list of technical specifications for medical, administrative, and operational machinery, equipment, technology, and furniture necessary for tertiary care along with technical specifications.
- ix. Recommend a health information system and technical specifications to optimize hospital administration and patient care
- x. Propose hospital establishment start-up manual

1.3.5. **Component 2.2: Financial and Economic Estimations.** Based on the findings of the previous activities, a financial and economic analysis will be conducted to determine the financial viability of the construction and operation of the proposed investment, individually and collectively.

- i. Estimate the detailed budget for proposed interventions: construction, equipment and start up investment, etc.
- ii. Forecast the investment and cash flow projections and include an analysis of various funding scenarios
- iii. Estimate the capital expenditures (CAPEX) operating cost (OPEX), net present value (NPV), internal rate of return (IRR), amongst other analysis associated with the proposed investment
- iv. Conduct a cost-benefit analysis that considers the direct and indirect benefits and social and economic impacts of modernizing the hospital and upgrading its services such as generation of employment and number of infrastructure users
- v. Summary of rationale for the investment project

1.3.6. **Component 3: Environmental and Social Impact Assessment.** This component will consist of an environmental social assessment and will consist of the following:

1. Establish the requirements of the country according to national legislation and other provisions for environmental protection, preservation, and conservation of the ecological balance in the areas of the site where the works are located.

2. Carry out a gap analysis between national environmental regulations and CABI's environmental regulations in alignment with multilateral banks.
3. Based on the documentary review and gap analysis, make a methodology proposal for the development of the Environmental and Social Impact Assessment; including the identification of specific studies and social processes to be carried out.
4. Based on the methodology proposed and accepted by CABI, carry out an Environmental and Social Impact Assessment Study (ESIA) for the Project, and an Environmental and Social Management Plan (ESMP) in accordance with the attached Terms of Reference in Annex 7 and to be validated by the regulatory body (Ministry of the Environment of Belize); developing a complete environmental characterization and diagnosis, definition of the area of influence, final analysis of the alternatives, impact assessment and management plans.
5. Identification and schedule to obtain the environmental permits and licenses applicable to the project.
6. The consultant must carry out all the participatory processes of socialization and consultation necessary within the framework of the project (including for the Land Acquisition and Resettlement Plan), as well as the identification of the presence of indigenous peoples, assessment of cultural aspects, update of the line socioeconomic basis and determination of possible impacts.
7. The EIAS should include the following aspects but no limited to:
  - i. General description of the project, including the current situation and the detected problems that affect the surrounding communities, description of direct and indirect area of influence
  - ii. Legal and administrative framework, indicating the categorization of the project according to local environmental laws
  - iii. Conduct population analysis of the area of direct influence and indirect influence, productivity of the area of direct and indirect influence, explaining the positive effects of the new hospital construction and therefore the economic activity of these areas; conduct ex ante calculation of the employment generation of the project, especially impact on job creation for women
  - iv. Provide a description of potential natural hazards and climate risks; and estimate costs of the environmental mitigation measures for their inclusion in the base budget of the project
  - v. Analyze social impacts, including an analysis on the increase in the reliability and quality of the healthcare supply of the user population and a study of relocation of people or communities (if any); and propose a social management plan
  - vi. Assess the environmental impact of the new hospital and recommend an environmental management plan
  - vii. Provide recommendations to ensure the project will be able to qualify for financing and construction permits. Summarize the process to obtain an environmental license and/or permit from the country's environmental governing body and any other permit
  - viii. Recommend policies related to working conditions and occupational health and safety based on international best practices and national policies
  - ix. Support the LIA socialize the project with local stakeholders

1.3.7. **Component 4: Recommendations on Hospital Management Best Practices.** This component will provide recommendations on enhancing the effectiveness and efficiency of hospital management and governance best practices.

- i. Develop a stakeholder map to identify major stakeholders in the management and operation of the hospital and define their role
- ii. Propose international and South Korean best practices in hospital management and governance that improve the operational efficiency and tailor these recommendations to the local situation

1.3.7. **Component 5: Support for Advancement of Medical Education.** This component involves activities to help strengthen the institutional, technical, and operational capacities of professors and administrators of Belmopan’s medical school.

- i. Identify and assess the current medical education and research capacity of the local medical school
- ii. Develop curriculum, manuals and or protocols in consultation with and as required by the local medical school based on international and South Korean best practices
- iii. Review the current organizational governance of the medical school and propose an organizational governance model to improve the operational and administrative efficiency

1.3.8. **Component 6: Capacity Building in South Korea.** This component involves the realization of training programs in Seoul, South Korea, to transfer South Korean hospital management expertise, knowledge of healthcare information systems and medical school curriculum design. The programs will serve to strengthen the institutional, technical, and operational capacities of individuals within Belize’s MHW and hospital administrators. **VIPs from selected hospitals and MHW shall be sponsored by KTF to travel to Seoul to showcase South Korean hospital management technologies and management practices.**

- i. Develop capacity building program best practices related to management of human resources, service mix, supply chain management, governance, and infrastructure
- ii. Execute the training and study tour in South Korea

1.3.9. **Component 7: Site Survey & Dissemination Seminar.** Site Surveys will be conducted for each of the previous components to consult with key stakeholders within the Government of Belize, collect and validate information or findings, and execute workshops to disseminate the recommendations and findings of the consultancy. The objective is to ensure broader and detailed discussions to support successful execution of the project.

- i. Conduct a minimum of four (4) missions to gather information and or present the deliverables in Section 1.6.1.

1.3.10. **Engagement Requirements.**

- i. All meetings for the purpose of this consultancy must be conducted in English.
- ii. Only key members of all parties should be included in the email chain for the execution of this consultancy.

- a. The Contractor shall be provided with the contact details of the key members of the Bank.
- b. The Contractor is required to select only the core members of the team to include in the email chain.
- iii. For the first dissemination meeting, the Task Team Facilitator (TTF), KTF team, and the LIA must be present.
- iv. For virtual or physical meetings after the start of the consultancy, the TTF or a CABI official delegated by the TTF must be present at all times.
- v. For all email communications and exchange of official printed documentation with the LIA, the Contractor must copy CABI members, in particular the representative country office and the KTF team members.
- vi. For any communications related to administrative or contractual matters, the Contractor should contact CABI only.
- vii. CABI 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 Contractor 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 Contractor, and the LIA will participate in the channel.

## **1.4 General and Specific Experience Required from the Contractor**

---

- 1.4.1. **General Experience:** The Contractor serving as the prime bidder must be of South Korean nationality and must have a team of professionals with proven experience and expertise in healthcare infrastructure and services. Consultants who work for the Contractor must have availability to work exclusively and full-time during the required period, and conduct site visits, provided that the visit will be feasible without any COVID-19 related restrictions.
- 1.4.2. **Specific Experience:** The Contractor must present **three (3)** most relevant experiences in consultancy 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. Greater details of the project activities and outputs to illustrate the Contractor'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. Contractors may form consortiums with local, regional, and international firm, with a condition that the South Korean Contractor must serve as the prime bidder.
  - ii. Contractors 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 Contractor must be composed of at least the following expert professionals who are fluent in English.
- 1.5.2. **Incorporation of locals or regional experts with previous experience in the country and or region will be highly valued.**
- 1.5.3. **The bidder must offer additional experts or specialists that are not mentioned below to ensure successful completion of the engagement.**
- 1.5.4. **Interpreters are not considered experts.**
- i. **Project Manager**
    - General Experience: 10 years of work experience as a project leader or project manager in infrastructure projects
    - Specific Experience: At least three (3) consultancies on hospital construction
  - ii. **Civil Engineer**
    - General Experience: 10 years of work experience in building construction
    - Specific Experience: At least three (3) consultancies linked directly with structural design and analysis of hospitals or health clinics
  - iii. **Architect**
    - General Experience: 10 years of work experience in hospital design infrastructure design
    - Specific Experience: At least three (3) consultancies on design of hospitals or health clinics
  - iv. **Economic 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 hospital constructions
  - v. **Hospital Administration and Management Expert**
    - General Experience: 10 years of work experience in hospital management and administration
    - Specific Experience: At least three (3) consultancies and experience with hospital management and information systems
  - vi. **Hospital Equipment Specialist**
    - General Experience: 10 years of work experience in hospital management
    - Specific Experience: At least three (3) consultancies and experience with medical equipment and furnishing requirements
  - vii. **Medical School Administrative Specialist**
    - General Experience: 10 years of work experience in medical school program development

- Specific Experience: At least three (3) consultancies and experience with medical school operation including curriculum development
- viii. **Environmental Specialist**
- General Experience: 10 years of work experience in environmental impact studies
  - Specific Experience: At least three (3) consultancies and experience with conducting environmental impact assessments for new building facilities, experience in Belize will be highly valued.
- ix. **Social Specialist**
- General Experience: 10 years of work experience in social impact studies
  - Specific Experience: At least three (3) consultancies and experience with conducting social impact assessments for new building facilities. Experience with hospitals will be highly valued.

## 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. **Any other product that the Contractor, based on its experience, considers appropriate to achieve the objectives, may be incorporated into the technical offer to be evaluated for a possible adjudication**
- i. **Deliverable 1** to be submitted two (2) weeks after the Start Order issued by CABEL following the signing of the contract, detailing methodology, workplan, timeline, etc.
- Report 1: Inception report with detailed workplan and information request list
  - Event 1: Virtual dissemination meeting to present Report 1
- ii. **Deliverable 2** to be submitted three (3) months after signing the contract consisting of **final versions of:**
- Report 2: Diagnosis of the local situation and future patient demand projections
  - Report 3: Definition of envisioned specialties and services of the hospital
  - Report 4: Analysis of national and local regulations and laws related to the intervention
  - Report 5: Stakeholder map and analysis
  - Event 2: Site Survey(s) and dissemination meeting of Deliverable 2 reports
- iii. **Deliverable 3** to be submitted six (6) months after signing the contract consisting of **final versions of:**
- Report 6: Interim version of feasibility study and design of the new hospital based on international standards, national and local regulations.
  - Report 7: Geological, geotechnical, hydrological studies, i.e., soil tests and topographic survey
  - Report 8: Functional medical plan and medical architectural program.

- Report 9: Hospital management and governance best practices
- Report 10: Recommendations for medical school administration and curriculum, manual and protocols
- Event 3: Site Survey(s) and dissemination meeting of Deliverable 3 reports

**iv. Deliverable 4** to be submitted nine (9) months after signing the contract consisting **final versions of:**

- Report 11: Feasibility study and design, including general and technical specifications, complete blueprints, room by room list of equipment and technical specifications of medical, administrative, and operational equipment
- Report 12: Environmental and Socio impact assessment
- Report 13: Economic and financial studies
- Report 14: Rationale for the investment project, project implementation plan, and hospital establishment start-up manual.
- Event 4: Site Survey(s) and dissemination meeting to present all final deliverables
- Event 5: Support KTF with a capacity building workshop in ROK (date to be determined in consultation with LIA)

**v. Deliverable 5** to be submitted ten (10) months after signing the contract consisting **final versions of:**

- Report 15: Support with CABEI Loan Documentation Preparation. A report template shall be provided by the Bank.

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

- The Contractor may add (not exchange) activities, reports, or profiles to the team, not specifically stated in the TOR to ensure successful expected outcome of the deliverables and project.
- The Contractor is prohibited from deleting or modifying activities from the TOR without the written consent of the Bank.
- The Contractor shall ensure all deliverables are submitted with professional level of English to the Bank for review and comments.
- The Contractor 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.
- 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.
- 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 four (4) trips is required for the project.

- The Contractor is expected to travel to **Belize** for site surveys and the presentation of final deliverables.
- All travel expenses have been included in the budget of this consultancy.

- iii. Certain activities may require the Contractor to have extended presence on the ground while conducting the study to meet the expectations of the Bank and the LIA.
- iv. It is advised that the first site visit take place after the first virtual dissemination meeting with the Bank and the LIA, as well as after a complete Request for Information (RFI) document has been submitted, and partial information has been received.
- v. Prior to each trip, the Contractor must submit a mission plan that specifies the date, location, and the agenda of the mission to ensure meetings with relevant members of the LIA and relevant stakeholders.
- vi. The Bank must provide a non-objection for the trip in advance
- vii. The Contractor 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. **Biweekly Report:** The Contractor will be required to submit a **biweekly 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.

1.6.5. **Meeting Minutes:** The Contractor 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 Contractor will subscribe a contract for a period of twelve (12) months, beginning from the commencement order issued by CABEI.

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 Contractor regarding the causes, the term may be extended for a reasonable time deemed necessary for the Contractor to satisfactorily conclude the contracted services.

1.7.3 The Bank reserves the right to unilaterally conclude in advance the contract without any responsibility on its part, if it is verified that the Contractor, 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, budget cuts, disintegration of the Bank, etc.

## 1.8 Contract Implementation Schedule

---

This contract is to be executed by a South Korean Contractor. The timeline for each component of this consultancy is as described below:

**Timeline for Project Procurement and Execution for the South Korean Firm**



Component 1: Diagnosis of the Local Situation and Review of Previous Market Demand Study  
 Component 2: Feasibility Study for a Tertiary Hospital to Modernize the Western Regional Hospital in Belmopan  
 Component 3: Environmental and Social Impact Assessment  
 Component 4: Recommendations on Hospital Management Best Practices  
 Component 5: Support for Advancement of Medical Education  
 Component 6: Capacity Building in South Korea  
 Component 7: Site Survey & Dissemination Seminar

Month	-	-	-	-	1	2	3	4	5	6	7	8	9	10	11	12	Duration
Launch RFP	■																1 month
Bid Deadline		■															1 month
Bid Review			■														1 month
Contracting				■													1 month
Component 1					■	■	■	■									4 months
Component 2					■	■	■	■	■	■	■	■	■	■	■		10 months
Component 3					■	■	■	■	■	■	■	■	■	■	■		10 months
Component 4					■	■	■	■	■	■	■	■	■	■	■		10 months
Component 5					■	■	■	■	■	■	■	■	■	■	■		10 months
Component 6													■				2 weeks
Component 7						■		■		■			■				4 times

## 1.9 Guarantees

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

## 1.10 Contractor Obligations

The Contractor 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, upon 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:** Twenty percent (20%) of the total amount, upon 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:** Twenty-five percent (25%) of the total amount, upon the delivery and acceptance of deliverables that include the document(s) and the corresponding event in subparagraph (iii) of section 1.6.1. of the Deliverables.
  - iv. **Payment No. 4:** Twenty five percent (25%) 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.
  - v. **Payment No. 5:** Ten percent (10%) of the total amount, against the delivery and acceptance of deliverables that include the document(s) and the corresponding event in subparagraphs (v) 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 CABEI who will then determine whether to accept or propose different alternatives.
- 1.12.5 CABEI 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, CABEI, 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 Contractor 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 Bank's Regional Office representing Belize, the KTF team, and the Ministry of Health and Wellness of Belize.

# 2. EVALUATION, CONTENT AND PRESENTATION OF BIDS

## 2.1 BID EVALUATION PROCEDURE

---

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

## 2.2 Technical Evaluation 80%

---

- 2.2.1 The technical evaluation aims to evaluate CABEL's satisfaction with the compliance of the characteristics of the services to be contracted and the relevant aspects to be met by the Contractor.
- 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 In order 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 a 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 Method

---

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

- a. 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 Contractor
    - 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 Contractor
    - 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 Contractor’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Contractor that is a primary bidder. Experiences of Consortium member or JV partners may be claimed. The Contractor 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]		
<p><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.</p>			
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, CABI can request additional information or/and 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:
- a. 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.
  - b. 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.
  - c. TAX ID Copy (RUC, RTN, NIT or its equivalent in the country of origin).
  - d. At least one original bank reference, no older than 30 days after it has been issued.
  - e. Affidavit for the Prevention of Money Laundering and Financing of Terrorism, (Annex 3) completed and signed by the legal representative.
  - f. 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 <https://proveedoreserp.bcie.org/inicio> and all documentation shall be upload in the Public Tender **No. 010/2023 "Modernization of the Western Regional Hospital and Healthcare Services in Belize"** 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.**
- e. .

## **2.10 Deadline for Submission of Bids**

---

2.10.1. The deadline for receiving bids is **March 21<sup>st</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 Institutional Procurement Portal "Public Tender **No. 010/2023 "Modernization of the Western Regional Hospital and Healthcare Services in Belize"** in the "Gestionar Preguntas del Negocio" tab.

2.11.2. Questions submitted regarding the Terms of Reference will be accepted no later than **March 14<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 bids must be made no later than March 14<sup>th</sup>, 2023, through CABEI's Institutional Procurement Portal or by sending the request to [adqinstitucionales@bcie.org](mailto:adqinstitucionales@bcie.org) CABEI shall submit the deadline 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 Contractor 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 Contractor 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 unsuccessful, 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 Contractor.
- 3.2.2. CABEI will make public the awarded bid for the services or provision of goods 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 Contractor 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 submitted.
- 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 determined 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 bid is submitted in the same file as the technical bid or include any economic information in the Technical Bid.**
- 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 and/or, services 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 regarding the Public Tender**

---

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 Contractor 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 Contractor denouncing such events.

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

---

The bidder declares, that it is aware of the principles, norms and corporate ethical values as well as individual 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.
  - g. Annex 7 - Environmental and Social Impact Assessment Study (ESIA)
-