Central American Bank for Economic Integration
Department of Administrative Services and Institutional Acquisitions

TERMS OF REFERENCE

“New Report Channel Platform Service”

Public Tender
N. 006/2018

June, 2018
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The Central American Bank for Economic Integration (CABEI), is a multilateral, international development financial institution established on December 13, 1960 by the governments of Guatemala, El Salvador, Honduras and Nicaragua through a constitutive agreement. Additionally, on September 23, 1963, the Republic of Costa Rica was included as a founding member. By means of a protocol signed on September 2, 1989 and effective as of 1992, the participation of extra-regional countries was allowed. Mexico, the Republic of China (Taiwan), Argentina, Colombia and Spain have been incorporated as Extra-Regional Countries and the Dominican Republic and Panama as Non-Founding Regional Countries. The Bank began operations on May 31, 1961 and is headquartered in the city of Tegucigalpa, Honduras.

The objective of the Bank is to promote economic integration and the balanced economic and social development of the Central American region, which includes the founding countries and the non-founding regional countries. Its resources are continuously invested in projects with an impact on development to reduce poverty and inequalities, strengthen regional integration and the competitive insertion of the partners in the world economy, giving special attention to the sustainability of the environment.

For more information, click on the institution's website: www.bcie.org

Conditions of the Terms of Reference

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

Reciprocally, CABEI commits not to reveal, copy or divulge the information provided by the bidders in response to the invitation to bid.

Receiving this Terms of Reference document does not obligate the prospective Contractor to submit a proposal. In the same way, the presentation of proposals by the bidders does not oblige CABEI to concretize any contract.

The present Terms of Reference, as well as the technical and economic proposal presented by the selected bidder will be part of the annexes of the Contract to be signed for the service to be provided.
1. REQUIRED SERVICE

1.1 Background

In response to the Antifraud, Anticorruption and Other Prohibited Practices Policy of CABEI, the bank must have complaint mechanisms available for third parties and internal personnel to submit reports / complaints; among these is the website. This mechanism contributes to mitigate the impacts of prohibited practices, especially fraud and corruption in CABEI projects or operations, contributing to the achievement of the institution's development objectives.

1.2 Purpose of the Services

The Integrity and Compliance Office requires a Report Channel that includes a Case Management System. This channel will be the mechanism to receive reports or complaints from any natural or legal person, including CABEI personnel or related third parties\(^1\), about actual or potential irregularities and contraventions to the internal regulations of CABEI, or the commission of any practice prohibited in the use of CABEI’s funds or the funds administered by it. The Case Management and Administration System shall ensure the integrity of the information in the Report Channel System that includes the traceability, audit, registration and preservation of all reports and information that is entered or distributed through the platform.

1.3 Detailed Description of the Required Services

CABEI requires contracting the professional services of a Supplier, hereinafter referred to in this document as the Contractor, to provide the service for the Report / Complaint Reception Platform, which must comply with the following requirements.

1.3.1 Platform Requirements

- Reports / complaints channel via the web.
- Platform open unlimitedly to any user, through which reports / complaints can be presented.
- Access to the site through a link, https protocol by "GET" method.
- Report / complaint screen that includes customizable fields (colors, logo and text at the discretion of CABEI) so that the user can present the report / complaint.

\(^1\) The term related third parties is defined as any natural or legal person different to CABEI personnel, including persons or entities that maintain or intend to maintain a relationship with CABEI, such as: borrowers, beneficiaries, cooperation or aid receptors, executing units, project supervisors, consultants, fund providers or goods and services suppliers.
• The report form should provide fields to complete information and answer questions, as well as attach files in Word, Excel, PDF, JPG, and any other recognized format through which information is transferred. This screen should allow the capture of the general data in accordance with Annex N. 7.
• The system must allow in all the fields of the form the exact capture, transfer and storage, without the modification or loss of information, it includes all the numeric, alphanumeric and special characters (ñ /% $ among others).
• Each field must indicate the complainant the capacity to capture information as well as the capacity to send the different files that are attached.
• A confirmation and code must be generated automatically to the user at the time of finalizing his/her complaint, which must be displayed on the screen and may be printed. The code will allow the user to know the status of his report and any other relevant information that should be of his knowledge according to the parameterization that is made.
• The complainant must be allowed to know the status of the complaint through the code of the complaint. See the query status screen of the complaint; see Annex N. 8.

1.3.2 Case Management System Requirements

• The system must send a notice by email when a report / complaint is entered, this notification must be sent to the address assigned specifically for the CABEI Reporting Channel.
• The Administrator appointed by CABEI must have access to the platform to follow up on all reports / complaints filed, having access to the report / complaint as well as the content of the attached files. The access must be through the email notification or directly entering the URL of the platform.
• A screen is required so that the administrator can modify the status of the complaint in such a way that it can be consulted by the user by entering the code of the complaint issued by the application.

1.3.3 Non-functional Requirements

• Access and general support of the platform 24 hours a day, 7 days a week, 365 days a year.
• Site with responsive design for a correct visualization in different devices.
• Web and Mobile Channel available in Spanish and English.
• The platform must record all the actions or changes made by the users, with the purpose of generating an audit log and the traceability of the information registered in the system.
• The design of the current application should be taken into account without significantly modifying its structure https://canaldereportesbcie.tnwreports.com/.
• The platform must provide at least the generation of two reports:
1. List of reports or complaints received within a certain period with their attached documents
2. List or Log of access history to the application and if being feasible, the functions or interactions with the system made by the users.

1.3.4 Security Requirements:

- The platform must have minimum and restricted access at the highest level and not allow access to unauthorized persons or systems. (Confidentiality agreements must be signed).
- The Report Channel platform must maintain a security scheme capable of protecting information and data, safeguarding the principles of confidentiality, integrity and availability, in such a way that members of the provider, users or unauthorized systems cannot read, download, copy or modify the contents of the reports / complaints or the files received.
- In order to guarantee compliance with these three basics (confidentiality, integrity and availability), the system must provide logbooks and audit reports where the traceability record of the actions carried out by the users can be observed. The historical record of each operation performed by users must include at least the following information: user who performed the operation, date, time, type of transaction or event executed, who authorized it, if applicable, and the function performed.
- The connection of the users in all their web pages is encrypted with 128 bits coding, using TLS 1.2. and it is encrypted through AES_128_CBC, with SHA1 for message authentication and RSA as a key exchange mechanism.

Service Security Management

- In the case of cloud services whose administration of users and access privileges is carried out directly by the Contractor of the service, the Contractor must sign an agreement in which he is obliged to notify the Bank's Information Security Department of any change that may be made at the user level and access privileges and provide the necessary reports that allow the Bank to take due control of service licenses.
- The Contractor's technological infrastructure on which the service is supported should preferably have levels of physical and logical security comparable to the Tier III security level, in accordance with the EIA / TIA 942 standard.
- Preferably the solution must comply with the ISO-27001 certified.

User Authentication

- The system must provide the functionality that allows the generation of personalized and non-generic user identifiers. The user identifiers (User IDs) will be based on the
names and surnames of the users in such a way that they can be linked by their actions.

- The system must allow the registration and administration of the following attributes at the user level: User ID: user’s first and last names, employee number, position, email, dependency or unit, status (active or inactive) and date of last entry into the system.
- The authentication and operation interfaces offered by the system must ensure a communication channel with data encryption between the Contractor and the users. The Contractor must ensure that no user can authenticate or operate without data encryption.

**User Password Management**

- The password must not be stored or presented to the user in clear text or legible format, it must ensure the use of encryption mechanisms.
- The minimum length of the key must be 8 characters, allowing to use uppercase and lowercase letters, base 10 digits and special characters. It must be verified that the user identification is not contained in the code or password.
- The security administrator of the system can change the password of any user; for this the system must force the user to change the password when the System Administrator assigns a new password, requesting their re-entry to verify that they are the same, under the established policies for it.
- Password history and the configuration of the number of historical keys should be handled to ensure that the user does not repeat a previously used password.
- You must manage the limit of unsuccessful attempts to access the application, in order to block the user's account after exceeding this limit.

**Management of User Roles for Internal Users of CABEL (Except third parties that send reports / complaints)**

- All users who enter the application must have assigned at least one role. If a user is not assigned any role, he will not be able to perform any action related to accessing the resources or functions of the application.
- In order for a user to make use of the permissions associated with the assigned roles, the user must initiate a session by means of which the activation of the roles that have been granted is given.
- A user will be authorized to perform only the actions for which he has been authorized through the activation of the roles.
- The system must provide the necessary functionality so that the security administrator of the system can modify at any time or as many times the roles assigned to a user that are required, and to be able to create, modify, inactivate or eliminate any role or access privilege assigned to a role.
- The created roles must allow the proper segregation of functions and the assignment of specific access privileges.
**Reports**

- The service must have the necessary reports that allow the Bank to monitor the security and quality of the service, through security reports (users, roles, incidents and audits) and periodic service statistics. The required reports are:
  - Active CABI users, with their associated basic information.
  - Roles defined for CABI, identifying its status, access privileges, associated users and other fields that make up each role.
  - Access profiles (roles) associated with each user.
  - Historical roles that a user has had identifying their validity dates.
  - Users who historically have had a specific role identifying effective dates of the assignments.
  - Log of accesses of Bank users.
  - Logs of activity records at the data level and applications for Bank users.

**Availability of Information for Cloud Services**

- The Contractor must certify that it has data recovery policies in case of disasters or contingencies, these policies should establish the recovery time offered in case of partial or total loss of data, the taking and testing of daily backups of CABI’s information.
- The Contractor must ensure the Bank that it can recover its data even if the Contractor is bought or absorbed by another and contemplates the possibility that in that event the data may be migrated to a new infrastructure.
- During the term of the service, you must ensure access to all the information that has been historically recorded in the system since the beginning of the service.
- In the event that the Bank decides not to continue with the service, the Contractor must ensure the return of the intact data to CABI.
- The Contractor shall inform the level of reliability of the service it is capable of offering, as well as the compensation mechanisms in case that said level is not reached.

**Ownership and Confidentiality of Information**

- The Contractor must establish that ownership of the data created, traded and stored on its servers under The Bank's domain is exclusive property of the Bank, and agrees to maintain strict confidentiality of the information provided, waiving any right of use or sale and that under no circumstance will eliminate or share said information to any third party of a natural or legal nature, without previously having been formally authorized by CABI.
- For the corresponding legal purposes, the Contractor must specify the country where the Bank's data will reside, as well as the countries where it has data replication for contingency purposes.
- The Contractor must inform if the servers where the Bank's information is stored are owned by it and not by third parties for purposes of the Bank's risk analysis.
• The Contractor shall certify the total isolation of the Bank's data from the data of its other customers.

**Integrity of Information**
• The Contractor will not use information from the Bank to carry out tests without the Bank's express consent.
• The Contractor should have an independent firm that carries out periodic (at least annual) security tests that certify the level of security of the services provided.

1.3.5 **Work Methodology for Implementation**

The Contractor shall ensure that its implementation methodology is aligned and complies with the requirements established in the methodology for project management of CABEI.

The Contractor shall take into consideration the compliance and applicability of the following requirements under the Software as a Service (SaaS) modality.

**Requirements for the Definition Phase**
An Implementation Plan must be defined that includes:
• The definition of the implementation strategy.
• The determination of the products delivered to CABEI.
• The definition and assessment of the global risks of the implementation and those associated with each stage, as well as the control measures that will be followed to manage said risks.
• Implementation schedule.

**Requirements for the Analysis and Design Phase**
Within the scope of this methodological stage, the Contractor must at least generate the following products
• Definition of requirements validated by the user areas and the Applications Department.
• Definition of functional and integral design of the solution.
• Test Plan prepared by the Contractor and approved by APLI and the user areas.

**Requirements for the Configuration and Testing Phase**
• Configuration of a testing environment.
• Acceptance of tests on the functionalities defined within the scope.

1.3.6 **Testing and Validation of the Platform**

For tests and validations, the Contractor will establish a Test Protocol, which must be reviewed by the Applications Department and the user area of the application, which allows to evaluate the entire tool in aspects such as: consistency, tests to all the functionality of the tool, and reports.
The bidder should propose a testing strategy that covers the requirements of functional type, ease of use, performance, support facility and clearly define the activities that must be executed to demonstrate that the tool complies with all the requirements of the terms of reference. It should consider, at least:

**Preliminary tests**: verify that the tool behaves in a consistent manner according to non-functional requirements.

**Functional tests**: are the tests to verify that the tool behaves in a consistent manner according to the functional requirements.

**Security tests**: tests in terms of access and authentication process, encryption and transit of information through the network, access controls to the system, non access to links directly in the case of web applications, assignments of profiles by users, generation of reports and everything that has to do with the records of transactions in the logs of the system.

**Requirements for the Start-up (Production) Phase**
- Transfer of knowledge to functional users.
- User’s guide.

**Requirements for the Post-Production Phase**
- First level support for attention of incidents presented in the platform.
- Solve any errors that could be identified in the platform.
- Certificate of delivery of the platform subscribed by the representatives of the Bank and the Contractor.

### 1.3.7 Additional Considerations

a) That the **Contractor** is not subject to the jurisdiction of the United States of America.

b) That the **Contractor** has no limitations to receive emails or complaints originated from CUBA.

c) That the information of the report or complaint must NOT be consulted, read, reviewed or any other action by the **Contractor**. It is required that the Contractor is only the electronic means to receive complaints via web (web page), and only designated CABEI staff is the only one able to consult the information and the only one to follow up on the complaint.

d) That for no reason, without the consent of CABEI, the **Contractor** provides or allows access to the information of complaints and reports to Governments, international entities or any other entity that so requests.

### 1.4 Term of the Contract

The contract will have a term of one year from its signing, renewable for annual periods, by mutual agreement between the parties, after CABEI evaluates at the end of each period the quality of the service delivered by the offeror.
1.5 Execution Schedule of Services

Bidders must provide, within their technical offer, a schedule of the service implementation process, indicating the technical, human, technologic and logistic requirements necessary to execute said plan. Said term may not be greater than forty (40) business days.

1.6 Guarantees

Advance Payment Guarantee: In the event that the awarded bidder requires the delivery of securities in advance, it must present a bank guarantee covering 100% of the value of the advance payment prior to disbursement, with a validity equal to or greater than the execution period of the services for which the advance payment is requested.

1.7 Obligations of the Contractor

1. It commits to observe and comply with the Terms of Reference, technical offer, economic offer and other conditions that are expressed in the corresponding contract.
2. Provide access to the information platform to all users determined by the Bank. Also, provide adequate maintenance, update, backup and support of the information, ensuring to offer at all times a service of high quality and responsibility.
3. Keep due confidentiality with regard to any type of institutional or staff information to which it has access.
4. Offer a guarantee for the proper functioning of the service, and the Bank may at any time request the revisions it deems pertinent within the provisions of these Terms of Reference or in the contract between the Contractor and the Bank.
5. It is obliged to accept the supervision and vigilance of CABEI, as it corresponds.
6. It undertakes to adopt the necessary security measures to guarantee access to the facilities only to authorized personnel, if necessary.

1.8 Obligations of the Bank

1. Provide the information (verbal or written) and documentation necessary for the development of the required services.
2. Provide (when applicable) the corresponding space to carry out the activities necessary for the fulfillment of the contracted services.
1.9 Payment Method

The Bank will pay the services in accordance with the established conditions in the economic offer of the winning bidder in US dollars.

The prices presented by the offeror are his exclusive responsibility; any omission will be interpreted as voluntary and tending to obtain prices that allow it to present a more advantageous offer.

CABEI makes its payments through bank transfers, the bidder must indicate the name of the institution and account number, the authorization will be made in accordance with the conditions indicated in Annex 2.

In accordance with its Constitutive Agreement, CABEI, its income, goods and other assets, as well as the operations and transactions it carries out in accordance with said agreement, shall be exempt from all types of tax liens and customs duties or others of a similar nature. It is also exempt from any liability related to the payment, retention or collection of any tax, contribution or right; consequently, the taxes and other contributions that according to the law correspond to pay to the Contractor, derived from the fees caused, will be of their own responsibility.

1.10 Supervision of the Services

Supervision and coordination of services will be assigned to the Applications Department with the support of the Integrity and Compliance Office.

To facilitate supervision, the Contractor will be responsible for proposing and formulating a Project Management methodology that ensures the achievement of the proposed objectives.

2. EVALUATION, CONTENT AND PRESENTATION OF OFFERS

2.1 Form of Evaluation of the Offer

The offer will be evaluated through a grading system, where two types of scores will be granted: technical and economic, which will total 100%.

At the latest five (5) days after the deadline for receipt of offers, the bidders must make a presentation to demonstrate the operation of the platform, making its proposal known to the
Evaluating Committee in greater detail, this may be via remote or face-to-face in the offices of CABEI in Tegucigalpa, in accordance with the schedule that will be provided by CABEI.

The calculation methodology to evaluate the offer will be as follows.

**2.1.1 Technical Evaluation 70%**

The objective of the technical evaluation is to evaluate compliance with CABEI's satisfaction regarding the characteristics of the product to be acquired and the relevant aspects that the Contractor must comply with.

Although the technical evaluation has a total value of 70%, to obtain the technical qualification, according to the evaluation criteria, the total value of 100% will be used. Then, this result will be weighted on the value of the technical evaluation (70% of 100%).

The criteria and weights that will be used to perform the technical evaluation are the following.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>%</th>
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<tr>
<td>Credentials and experience of the offeror</td>
<td>20%</td>
</tr>
<tr>
<td>Background and Experience of the Contractor</td>
<td>5%</td>
</tr>
<tr>
<td>Support of experience in similar projects</td>
<td>10%</td>
</tr>
<tr>
<td>Experience of the work team in similar projects</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Requirements for Security, Integrity and Confidentiality of the System</strong></td>
<td>30%</td>
</tr>
<tr>
<td>Compliance with the requirements of security, integrity, confidentiality,</td>
<td>15%</td>
</tr>
<tr>
<td>traceability established.</td>
<td></td>
</tr>
<tr>
<td>Comply with the additional considerations (section 1.3.7)</td>
<td>15%</td>
</tr>
<tr>
<td><strong>Technical requirements</strong></td>
<td>50%</td>
</tr>
<tr>
<td>Compliance with Requests demanded.</td>
<td>30%</td>
</tr>
<tr>
<td>Work Methodology and Implementation Plan</td>
<td>5%</td>
</tr>
<tr>
<td>Support and Maintenance Services.</td>
<td>5%</td>
</tr>
<tr>
<td>Warranty</td>
<td>5%</td>
</tr>
<tr>
<td>Knowledge Transfer</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

For the submitted offer to be technically acceptable, you must obtain a minimum score of 80%; that is 80% / 100% of the total technical evaluation; or, 56% / 70% of the weighted technical rating. The offer that does not reach this score will be disqualified from the process.
2.1.2 Economic Evaluation 30%

In the economic evaluation, the maximum weight of 30% will be assigned to the lowest cost economic offer.

The rest of the proposals will be assigned the weighting as follows:

\[
P_i = \frac{(Em*[30])}{Ei}
\]

- \(P_i\) = Score of the Economic Proposal \(i\).
- \(i\) = Offerer.
- \(E_i\) = Economic Proposal \(i\).
- \(E_m\) = Economic Proposal for the lowest amount or price.

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

2.2 Content of the Offer

The offer must consist of three sections duly identified:

1. Technical Offer
2. Compliance Documentation
3. Economic Offer

2.2.1 Technical Offer

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

a) Cover Letter (Annex 1) duly stamped and signed by the legal representative.

b) Bank Transfer Authorization Form (Annex 2) duly filled out.

For the technical evaluation, the bidder must present the following information:

c) Credentials of the company: you must specify the general data of the company such as:
   - Full name of the natural or legal person.
• Physical location of its main and subsidiary offices, contact and telephone numbers.
• Detailed description of the main services capable to offer, strategic partners, number of employees, etc.
• Number of Clients
• Years of Existence (Presence in the Market)
d) Experience in similar projects: the bidder must submit at least:
• List your main customers using the platform, including the time of use, contact name, telephone numbers and mail.
• Attach a minimum of 3 reference letters, no older than five (5) years, of the listed clients where a solution similar to the one requested in these terms of reference was implemented.
e) Support and Maintenance Services: the bidder must identify the services and benefits included in the support and maintenance contract. Likewise, the economic offer must include maintenance and support costs after the first year and projected at least for the next five (5) years, identifying from now on annual growth rates if applicable.
f) Guarantee of the work to be developed. The bidder must specify:
• The term of guarantee granted to the work performed. Higher qualification will be given to those that grant a longer warranty period.
• The services included in the guarantee.
• Specify the metrics of maintenance or support services that are included within the warranty period.
g) Transfer of Knowledge and Documentation: The Contractor must provide training to the technical, functional and security areas, facilitating the training plan with its content and hours of dedication among other points.
With regard to documentation, the Contractor is required to deliver technical, functional, and safety documents with a matrix of roles and a final user's manual.
h) Compliance with the requirements of security, integrity, confidentiality, traceability established. Comply with the additional considerations (section 1.3.4)
i) Details of compliance with the services and products required.
j) Detail the aggregate values of the offer, for example, civil liability policy.

2.2.2 Compliance Documentation

The compliance documents that must be sent in this section must be placed in the order in which they appear below:

• Copy of the Public Deed of Constitution of the company duly registered in the Mercantile Register or its equivalent, in which the ownership composition of the company can be verified.
• Copy of the Taxpayers Registry (RUC, RTN, NIT or its equivalent in your country).
• At least one bank reference with no more than 30 days from the date of presentation of the offer.
• Affidavit or Sworn Statement Form for compliance with the Policy for the Prevention of Money Laundering and Terrorist Financing, (Annex 5) completed and signed by the legal representative.
• Photocopy of Deed of Power of Attorney or Certification issued by the Secretary of the Board, in which the appointment of the legal representative can be verified.
• Photocopy of identification document of the legal representative.

The validity of these documents is one year from the date of issue.

2.2.3 Economical Offer

The economical offer must contain the following documents placed in the following order:

a) Invitation and Economic Bid Form duly stamped and signed (Annex 6).

b) Detailed document of the economic offer stamped and signed.

The economic offer must be subject to the following guidelines:

a) The economic offer must include all direct and indirect costs and expenses related to the services to be contracted and clearly indicate the currency in which it is expressed. (Must be in US dollars)
b) If the payment is made in dollars of the United States of America, the current official rate of exchange of CABEI will be used, at the date of execution.
c) The prices presented by the offeror are his exclusive responsibility; any omission will be interpreted as voluntary and tending to obtain prices that allow it to present a more advantageous offer.

2.3 Language of the Offer

All the documentation required to participate in this contest will be in Spanish or English.

2.4 Form of Presentation of the Offer

Offers must be uploaded electronically to CABEI Suppliers Portal, which is available at www.bcie.org, and upload all documentation in the Public Bidding Process 006 2018 "New Report Channel Platform Service".

Proposals must be uploaded separately, as indicated in the My Offer tab.
Once the documents are fully uploaded in the Portal, you must click on SEND OFFER.

It must be sent only through the Supplier Portal of CABEI, not send a copy to an email address.

2.5 Deadline for Presenting of Offers

The deadline for reception of offers is **July 17, 2018, until 17:00 hours** (time of the Republic of Honduras).

The following considerations must be taken into account:

a) Offers submitted after this date and time will be considered untimely and will not be taken into consideration.

b) Once the offer has been submitted, it cannot be withdrawn, replaced or modified.

2.6 Coordination and Consultation Deadline

In case there are doubts or questions regarding the Terms of Reference or the bidding process, they can be made through our Suppliers Portal, **Public Tender Process 006 2018 "New Report Channel Platform Service"**, in the Questions and Answers tab.

Questions will be accepted about doubts about the Terms of Reference that are formulated until **July 12, 2018, at 17:00 hours (Time of the Republic of Honduras)**.

All questions will be answered to all Bidders in order to maintain equality in the information provided, these will be uploaded to the Contractors Portal.

2.7 Validity of Offers

Offers must have a period of validity of at least ninety (90) calendar days, counted from the deadline for presenting them.
3. TERMS AND CONDITIONS

3.1 Performance Standards

The Contractor commits to provide the services and execute the tasks indicated in the Contract Documents, certifying that it meets the highest standards of integrity and professional competence, taking due account of the nature and purpose of the Bank as an international organization and public law, ensuring that it will perform the services indicated in the Contract to be subscribed in a manner consistent with the aforementioned.

The Bank will at all times have the right to verify the quality of the product and to request the modifications and revisions that it deems pertinent within the focus contained in these Terms of Reference.

3.2 Rights of the Bank

CABEI reserves the right to declare the process void, in case it is considered that none of the proposals received fully meet the requirements included in these Terms of Reference. CABEI also reserves the right to reject any proposal, annul or declare the process unsuccessful or failed, decide to extend it, cancel it or postpone it partially or totally, decide when it deems convenient to the Institutional interests, without incurring any responsibility in front of the bidders.

CABEI will not disclose any kind of information regarding the content of the offers it receives in relation to a certain process of acquisition of goods or services. After the opening of tenders, no information regarding its examination, explanation and evaluation, as well as the recommendations concerning the award may be disclosed, however, notify the participants of the awarding or not of their offer.

CABEI reserves the right to supervise the activities carried out by the Contractor and if said activities contravene the provisions related to the security of the information; The Bank may take the actions it deems necessary to safeguard its information, reputation and image.

3.3 Reasons for Disqualification of Offers

a) Not include the cover letter in the format provided in this tender (Annex N. 1), must be duly signed and stamped by the legal representative.

b) Offers may be disqualified at any time during the process if the non-compliance with the terms of reference is produced or verified, as to the veracity of the information entered, originated in adulteration or falsification of the submitted documentation.
c) If the bids presented are incomplete, one of the requirements established in the terms of reference, cataloged by the Bank as non-remediable, is omitted or not met.
d) If the proposals are delivered in a different place than that established in the terms of reference and after the date and time established.
e) If the documentation is presented with unjustified deletions or amendments.
f) Do not present separately the Technical Offer and the Economic Offer or include economic information in the Technical Offer.
g) Send a copy of the proposal to CABEI email addresses.
h) Not achieve the minimum technical qualification required.

3.4 Prohibitions

To guarantee transparency in procurement processes, the following persons may not participate, directly or indirectly:

a) Officials or employees of CABEI and their spouse or domestic partner.
b) Relatives by consanguinity or affinity up to the second degree, even of officials or employees of CABEI, as suppliers for purchases greater than ten thousand dollars (US $ 10,000.00), currency of the United States of America, or its equivalent in any other currency.
c) The legal persons in which any of the persons indicated in paragraph a) above, considered individually or together, are owners of more than twenty-five percent (25%) of the share capital or exercise any position of management or representation.
d) The legal persons in which any of the persons indicated in subparagraph b) above, considered individually or all of them together, hold more than twenty-five percent (25%) of the share capital or hold any management position or representation, as suppliers for purchases greater than ten thousand dollars (US $ 10,000.00), currency of the United States of America, or its equivalent in any other currency.

3.5 Protests or Appeals in the Award Process

The bidder that has participated in this tender and has any complaint about the outcome of the process, may do so through the Reporting Channel, available on the CABEI web page, www.bcie.org.

3.6 Confidentiality Clause

The Contractor, and if applicable, the staff in charge of offering the services described in this document, must observe the utmost secrecy and confidentiality in relation to conversations, data, documents and general information of the Bank that arrive by any means to be of their knowledge, and in general, of any antecedent or element, material or conceptual.
Any serious breach of the aforementioned, considering as serious that which negatively affects the official relations of the Bank with the national authorities at any level, or that translates into public or commercial dissemination that in any way damages the confidentiality of the Bank's information may give rise to terminate the contract, which will be done by written notice to the Contractor denouncing such events.

3.7 Acceptance of the Code of Ethics

The Offeror declares that it is aware of the institutional and individual ethical principles, rules and values prevailing in CABEI, within the framework of the Code of Ethics, which is annexed to this Term of Reference and that, in case of being selected, is obliged to observe it and comply without any restriction; any breach of said rule will entitle the Bank to terminate the contract in advance without any liability on its part, without prejudice to the relevant criminal and civil actions.

3.8 Annexes

a) Annex 1 - Cover Letter
b) Annex 2 - Payment authorization form via bank transfer
c) Annex 3 - Code of Ethics of CABEI
d) Annex 4 - Framework Contract for the Provision of Services
e) Annex 5 - LA-FT Affidavit
f) Annex 6 - Invitation to Public Bidding Form
g) Annex 7 - Registration Form
h) Annex 8 - Consultation Form