TERMS OF REFERENCE

“Administration and External Advisory Services of the Korea-CABEI Single Donor Trust Fund”

PUBLIC TENDER
No. 030/2020
June, 2020
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**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 and Panama. 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 disclose, 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 form part of the annexes to the contract to be signed for the required services.
1. SERVICE REQUIRED

1.1 Background

On January 25, 2018, by means of an official communique the Republic of Korea made a formal request to join CABEI's Board of Directors. On February 28, 2018, CABEI's Board of Governors, through Resolution AG-2/2018, accepted the Republic of Korea as an extra-regional member and approved the conditions applicable to the subscription of shares requested by the Republic of Korea. Finally, and after the Republic of Korea complied with all the formal requirements for its incorporation, on December 31, 2019, it officially incorporated as an extra-regional CABEI member. Said incorporation to the Bank contributed US$450.0 million in subscription capital, making the first capital installment payment amounting to US$28.1 million on January 10, 2020.

CABEI's relationship with the Republic of Korea began in 2015; to date, resources amounting to US$750.0 million have been signed in reimbursable and non-reimbursable financing agreements:

1. Financing Facility for up to US $ 300.0 million
2. Co-financing Facility for up to US$400.0 million with the Economic Development Cooperation Fund (EDCF).
3. Donation Agreement for the granting of a non-reimbursable Financial Cooperation for an amount of up to US$50.0 million.

In addition, discussions are currently underway for the establishment of the Economic Development Promotion Facility (EDPF) for up to US$300.0 million and a Private Equity Fund (PEF) for up to US$500.0 million.

On May 19, 2020, CABEI and the Ministry of Economy and Finance (MoEF) of the Republic of Korea signed a Donation Agreement for the granting of a non-reimbursable Financial Cooperation for an amount of up to Fifty-nine billion Korean Won (₩ 59,500,000,000 KRW), which is equivalent to US$50.0 million for the creation of a Single Donor Trust Fund.

The Single Donor Trust Fund will provide non-reimbursable resources contributed by the Republic of Korea's Ministry of Economy and Finance (MoEF) to the Bank for the benefit of its member countries and for the development of the Central American region in the preparation of projects and other activities related to technology and innovation, agreed upon between the Republic of Korea and the Bank. The funds, which will be granted as non-reimbursable Technical Cooperation Donations, will serve to carry out activities to be executed by the Bank; the latter is responsible for implementation. The Trust Fund will have two windows for the execution of activities described below:

* Activities to be financed by the first window-Trust Fund No.1 (55% of the Funds): Non-reimbursable Technical Cooperation Donations tied to companies located and registered in Korea used to identify and prepare projects that incorporate Korean content, technologies and solutions in various sectors.
Activities to be financed by the second window—Trust Fund No.2 (45% of the Funds): Untied Non-reimbursable Technical Cooperation Donations used to identify and prepare projects that incorporate international best practices, technologies and solutions as well as of Korean origin in various sectors.

The various Sectors on which activities and studies can be carried out include:


The Single Donor Trust Fund will be managed by CABEI. To that end, a work team has been defined, hereafter referred to as the Trust Fund Team. The Trust Fund Team will facilitate the process carried out by the Bank to access the resources of the Trust Fund. Likewise, it will guarantee the consistency of the activities executed with the Bank's priorities, prepare the required reports and facilitate consultations with Donors.

The Trust Fund Team Will be composed of:

a) The CABEI’s responsible office, the Financial Division (GERFIN), which will act as the Secretariat Office of the Trust Fund.
b) The Manager of the Trust Fund for window 1 (representative of MoEF).
c) The Manager of the Trust Fund for window 2 (representative of MoEF).
d) An external Advisory Firm of Korean origin.

As administrator, the Bank will be able to deduct a management commission of 15% on the annual contribution of US$10 million, which will finance an annual budget of US$1,500,000 destined mainly for the hiring of highly specialized experts to support the administration of the funds; the Bank can renegotiate the percentage of the administration fee (upwards) with the MoEF after three years. In addition, the future replenishment of the Fund is based on the achievement and attainment of Key Performance Indicators (KPIs) during the first three (3) years. This is the basic organizational and operational structure that the Republic of Korea implements to manage its Trust Funds with other Multilateral Development Banks (MDBs).

In this sense, the Bank recognizes that it must strengthen the capacities of the Trust Fund Team to ensure compliance with these KPIs through the contracting of essential services from a leading consulting firm that has a proven track record in the effective implementation of the official development assistance mechanisms of the Republic of Korea to accelerate cooperation with the main public and private sector partners in order to promote partnerships and structure a high impact and sustainable program for the needs of the Central American region.

In addition and in order to ensure that the Bank’s member countries are able to maximize the benefits of Korea’s incorporation into CABEI, as well as the benefits of executing the funds in a timely manner provided by the newly agreed Trust Fund, the hiring of an External Advisory Firm is necessary to streamline the Trust Fund's management, the mobilization of financial resources, the transfer of technical knowledge, and the
coordinated and systematic work among the different stakeholders of the Republic of Korea, CABEI and all its member countries.

1.2 Purpose or Objective of Contracting

The goal of contracting the Consulting Firm is to provide specialized technical advisory services to the designated Team for the Administration of the COREA-CABEI Single Donor Trust Fund and the different parties involved in the operational and technical development of the Fund for a period of five (5) years in order to promote the execution of funds and, therefore, the implementation of the different projects and activities contemplated in the recently signed Trust Fund Agreement.

1.3 Scope of Contracting

1.3.1 The services required by the Consulting Firm, which will be carried out within the framework of the Trust Fund Team are the following:

a. Support the Trust Fund Team and the relevant areas of the Bank in fulfilling their fiduciary function as indicated in the Agreement.

b. Support the Trust Fund Team in the strategic and technical management of the Fund. This includes monitoring the technical and strategic content of the assistance that the Trust Fund provides to CABEI clients, preparing the Trust Fund’s KPIs; drafting reports to the donor on the Trust Fund’s work program, results and strategic aspects; providing timely feedback, technical and financial comments on Trust Fund proposals and activities; and coordinating the application and review process for new projects and activities, the distribution of additional funds, as well as the response to progress or implementation issues.

c. Guarantee the fulfillment of the fiduciary obligations and the specific conditions of the donors associated with the deployment of the Trust Fund, as well as of the different related parties of the Bank.

d. Within the operational framework of the Trust Fund, lead the resource allocation processes (including, but not limited to the identification and preparation of technical cooperations), risk management, the controls required for implementation, the follow-up, monitoring, evaluation and investigation, administrative efficiency, proposals for operational and management improvements and reporting of development results achieved with funding from the Trust Fund.

e. Assist the different areas of the Bank in matters that require analysis and evaluation, also in the preparation of terms of reference for the purchase and contracting of goods and services, as well as in the strengthening of technical capacities and in the promotion and fostering of understanding and visibility of the Trust Fund.
f. Contribute to the processes of establishing strategic communication and alliances with Korean counterparts.

g. Position the Trust Fund’s strategic relevance as a source of financing and its respective link with national and regional strategies and programs.

1.4 General and Specific Experience Required from the Firm

The international Consulting Firm of Korean origin must have the following experience:

1.4.1. General Experience:

- At least 5 years of experience advising Multilateral Development Banks in the areas of Finance, Development cooperation and investment projects of the Republic of Korea with its member countries.
- At least 1 similar project designed and/or executed in Latin America and the Caribbean.
- At least 5 years of experience in mobilizing resources from Korean sources to operations carried out in developing countries (bilateral and/or multilateral).

1.4.2. Specific Experience:

- At least 1 Trust Fund subscribed with the Republic of Korea for which it has advised a Multilateral Development Bank in the design, execution and evaluation of said Trust Funds.
- At least 1 project in which it has provided advisory services for the coordination and execution of such with units/entities executing funds from the Ministry of Finance Economy (MoEF), other Ministries of the Republic of Korea and their respective counterparts.
- Up to 3 sectors in which it has contributed to the design and formulation of investment projects for the public and/or private sector. The following sectors will be considered: energy, productive and social infrastructure, health, mobility for freight and transport, information and communication technologies (ICT), and climate change adaptation and mitigation, among others related.

1.5 Experience and Requirements of the Work Team

a. Bachelor of Economics, Public Administration, Finance, international development expert with proven experience in managing trust funds signed between the Republic of Korea and Multilateral Development Banks (MDBs).
b. Specialist within the productive infrastructure, energy, transport, telecommunications, ports and rail sectors.
c. Specialist in social infrastructure sectors, such as education, health, environment and/or agriculture.
d. Specialist in International Trade and Public Policies with proven experience and knowledge of the Korean, Latin American and Caribbean markets.
e. Specialist in Public-Private Partnerships within the Infrastructure sector.
The team should include a mix of Korean and Latin American staff with International experience. Additionally, it must be able to communicate fluently in Korean, English and Spanish, be willing to travel to the different beneficiary countries and to the Republic of Korea. Likewise, the personnel necessary to fulfill the functions entrusted must be willing to be relocated to Tegucigalpa, Republic of Honduras and possibly to other countries of the Central American region (as necessary), during the duration of the contract to actively coordinate with Bank staff and its counterparts from beneficiary countries.

1.6 Deliverables

a. Work Plan for the fulfillment of activities and Key Performance Indicators (KPIs) established by the Trust Fund; the Plan must cover the first three years of the Trust Fund’s operation.
c. Bimonthly report of the main activities carried out, including work plans, main achievements, KPI compliance, challenges and the action plan to address such.
d. Biannual monitoring and evaluation report.
e. Annual report that includes the information of the main projects, alliances, programs, compliance with the KPIs and achievements carried out during the year that just ended.
f. 2 workshops per year to strengthen capacities and knowledge of the Trust Fund in which all its stakeholders must participate. The workshops will be held in the place indicated by CABEI and each one will last a maximum of 4 days.
g. 1 annual investment promotion forum promoting the execution of the Trust Fund. The annual Forum will be held in the place indicated by CABEI and will last a maximum of 2 days.

1.7 Contract Term

1.7.1 The term of the contract will be for a period of up to five (5) years, divided into two (2) Sections. Section I will cover from the first to the third year of service and Section II from the fourth to the fifth year. The service provision contract will be governed with the consideration that at the end of each year, the Bank will evaluate the performance of the Consulting Firm and in case of deficiencies in performance, it will have the power not to extend it. The annual renewal will also be subject to budget availability from the Trust Fund Administration Commission.

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

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

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Plan and Key Performance Indicators (KPIs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trust Fund Operational Manual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bimonthly report of the main activities carried out, including work plans, main achievements, KPI compliance, challenges and the action plan to address such.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biannual monitoring and evaluation report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workshops to strengthen capacities and knowledge of the Trust Fund in which all its stakeholders must participate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment promotion forum for promotion of the Trust Fund execution.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual report that includes the information of the main projects, alliances, programs, compliance with the KPIs and achievements carried out during the year that just ended.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.9 Guarantees

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

1.10 Obligations of the Consulting Firm

La Consulting Firm will be responsible 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 supervision and vigilance as appropriate, and addressing CABEI's observations and/or recommendations

1.10.3 Agreeing to adopt the necessary security measures to guarantee access to the facilities only to authorized personnel.

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 studies required within the framework of the services requested.
1.11.2 Providing the corresponding space to carry out the activities necessary for the fulfillment of the contracted services.

1.12 Fees and Payment Method

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 economic bid must include all expenses related to the trips to be made.

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

1.12.4 The payment indicated in numeral 1.12.1 will be made by CABEI as detailed below:

Monthly fee payments pursuant to the annualized value of the contract divided by twelve (12) months along with the delivery of the monthly report, which must contain the activities carried out according to the Delivery Schedule of the same contained in section 1.8-Contract Execution Schedule.

The bidder may propose the form of payment in a separate document within the economic bid, which will be reviewed by CABEI, and will decide whether to accept or propose other alternatives.

1.12.5 CABEI makes its payments by means of Bank transfers; the bidder must indicate the name of the institution and account number, and the authorization will be made pursuant to the provisions of Annex 2.

1.13 Immunities, Extensions and Privileges

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 Consulting Firm derived from the fees caused will be its own responsibility.

1.14 Coordination of Supervision of Services

The coordination and supervision of the services will be carried out by Bank’s Finance Division (GERFIN).
2. EVALUATION, CONTENT AND PRESENTATION OF BIDS

2.1 Bid Evaluation Form

The bid 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 CABEI's satisfaction with the compliance of the characteristics of the services to be contracted and the relevant aspects to be met by Consulting Firm.

2.2.2 Although the technical evaluation has a total value of 80%, to obtain the technical qualification, according to the evaluation criteria, the total value of 100% will be used. This result will then be weighted on the value of the technical evaluation (80% of 100%).

2.2.3 The criteria and weights to be used to carry out the technical assessment are as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General experience of at least 5 years advising Multilateral Development Banks in the areas of Finance, Development cooperation and investment projects of the Republic of Korea with its member countries.</td>
<td>15%</td>
</tr>
<tr>
<td>No. of Projects designed and/or executed in Latin America and the Caribbean.</td>
<td>30%</td>
</tr>
<tr>
<td>No. of Projects in which it has provided advisory services for the coordination and execution of such with units/entities executing funds from the Ministry of Economy of Finance (MoEF), other Ministries of the Republic of Korea and their respective counterparts.</td>
<td>15%</td>
</tr>
<tr>
<td>No. of sectors in which it has contributed to the design and formulation of investment projects for the public and/or private sector. The following sectors will be considered: energy, productive and social infrastructure, health, mobility for freight and transport, information and communication technologies (ICT), and climate change adaptation and mitigation, among others related.</td>
<td>15%</td>
</tr>
<tr>
<td>Professional training and experience of the Advisory Firm's Work Team as indicated in the TOR's.</td>
<td>25%</td>
</tr>
<tr>
<td>Total Technical Assessment</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

2.2.4 For the offer submitted to be technically acceptable, it must obtain a minimum rating of 80%; i.e. 80%/100% of the total technical assessment; or 64%/80% of the weighted technical rating. A bid that does not meet that score will be disqualified from the process.
2.3 Economic Assessment 20%

2.3.1 The economic assessment shall assign the maximum weight of 20\% to the lower-cost economic bid.

2.3.2 The rest of the proposals will be given the weight as follows:

\[ P_i = \frac{(E_m \times 20\%)}{E_i} \]

<table>
<thead>
<tr>
<th>( P_i )</th>
<th>Economic Proposal Score ( i )</th>
</tr>
</thead>
<tbody>
<tr>
<td>( i )</td>
<td>Bidder.</td>
</tr>
<tr>
<td>( E_i )</td>
<td>Economic Proposal ( i )</td>
</tr>
<tr>
<td>( E_m )</td>
<td>Economic Proposal of lower amount or price.</td>
</tr>
</tbody>
</table>

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

2.4 Bid Submission Form

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

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 presented in the following order:

2.5.1 Letter of Presentation (Annex 1) duly sealed and signed by the legal representative. **If the Bank's format is not used, the offer shall be disqualified.**

2.5.2 Bank Transfer Authorization Form (Annex 2) duly completed.

2.5.3 Technical Offer:

a. Presentation and Profile of the Consulting Firm.

b. Description of previous experiences that demonstrate the Firm's compliance with the requirements of the General and Specific Experience section in section 1.4

c. Summarized resumes of the work team proposed by the Firm; which must be consistent with the profiles and experiences required and described in section 1.5.

d. 3 reference letters from previous advisory works, issued by previous contractors with contact numbers and emails.
e. Work methodology and proposal.

f. Deliverables Schedule.

## 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 Public Scripture of Constitution duly registered in the Commercial Register or its equivalent, in which the corporate composition of the company can be found.

b. Copy of the Taxpayer Register (RUC, RTN, NIT or its equivalent in the country).

c. At least one original bank reference no older than 30 days from the date of submission of the offer.

d. Affidavit Form for the Prevention of Money Laundering and Terrorism Financing, (Annex 3) completed and signed by the legal representative.

e. Photocopy of Power of Attorney or Certification issued by the Secretary of the Council. In which the appointment of the legal representative of the company can be found.

f. Photocopy of the identification document for the Legal Representative.

### 2.6.2. The Bank reserves the right to request additional information or update of 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 sealed and signed economic bid format (Annex 4).

b. Detailed document of the sealed and signed economic bid, in which the detail of fees and related expenses 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 its execution will be used.

### 2.7.3. The economic bid must be submitted tax-free. CABEI will be submitting the waiver document of this tax to the winning bidder.
2.7.4. The expenses incurred by the organization of the 2 Capacity Building workshops and the Investment Promotion Forum contemplated in sections 1.6, f. and 1.6, g. respectively, as well as the official travel expenses of the Firm's personnel must be covered by the Consulting Firm.

2.8 Bid Language

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

2.9 Bid Submission Form

Bids must be uploaded electronically to the CABEI Institutional Procurement Portal, which is available at www.bcie.org, and upload all the documentation to the Public Bidding Process No. 030/2020 “Administration and External Advisory Services of the Korea-CABEI Single Donor Trust Fund,” following the instructions below:

a. Proposals must be uploaded separately, as indicated in the My Bid tab.
   b. Once the documents are uploaded in full on the Portal, you will need to click Submit Bid.
   c. It must be only sent through CABEI’s Institutional Procurement Portal, do not send a copy to an email address.

2.10 Deadline for Submission of Bids

2.10.1. The deadline for receiving bids is July 7th 2020. It is recommended to upload the documents before 17:00 hours (time of the Republic of Honduras) to avoid inconveniences.

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

2.10.3. Once the bid is presented, it cannot be withdrawn, replaced nor modified.

2.10.4. If necessary, requests to extend the deadline for submitting the bid must be submitted no later than July 2nd 2020, through the CABEI Institutional Procurement Portal or by sending the request to adqinstucionales@bcie.org; CABEI shall submit the period extension request for authorization.

2.11 Coordination and Period for Consultations

2.11.1. If there are doubts or questions regarding the Terms of Reference or the bidding process, they can be addressed at the CABEI Institutional Procurement Portal “Public Procurement Process 030/2020 “Administration and External Advisory Services of the Korea-CABEI Single Donor Trust Fund,” in the tab denominated Questions and answers.
2.11.2. Questions will be accepted regarding doubts about the Terms of Reference up to **July 1st 2020**.

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 the CABEI Institutional Procurement Portal.

### 2.12 Validity of bids

2.12.1. 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. La Consulting Firm is committed to providing its professional services and execute the tasks indicated in the Contract Documents, certifying that it meets the highest standards of integrity and professional competence, taking in 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 will have the right at all times to verify the quality of the work carried out by the Consulting Firm and to request the modifications and revisions that it deems pertinent within the approach contained in these Terms of Reference.

#### 3.2 Bank Rights

3.2.1. In the event that none of the proposals received is considered to fully satisfy the requirements included in these Terms of Reference, CABEI reserves the right to declare the process void. Likewise, CABEI reserves the right to reject any proposal, annul or declare the process failed, decide to extend it, cancel it or partially or totally postpone it, decide to grant it totally or partially to one or more suppliers, as well as determine whether it is convenient to Institutional interests, without incurring any liability to the supplier.

3.2.2. CABEI will publish the winning bid for the process of the consultancy on its website, as well as the amount and date of the award in accordance with the provisions of the current Information Security Policy.

3.2.3. CABEI reserves the right to supervise the activities carried out by the Consulting Firm and determine whether said activities contravene the provisions related to information security; the Bank may take the actions it deems necessary to safeguard its information, reputation and image.
3.3 Reasons for Disqualification of Bids

3.3.1 Lack of a presentation letter signed by the legal representative of the company in the format provided by C.A.B.E.I (Annex 1).

3.3.2 The bids may be disqualified at any time during the process if a breach of the terms of reference occurs or is verified regarding the veracity of the information provided or the adulteration or falsification of the documentation presented.

3.3.3 If the bids are incomplete or any of the requirements established in the terms of reference are omitted or not complied with, that are classified by the Bank as not rectifiable.

3.3.4 If the proposals are delivered in another place than the one established in the terms of reference and after the established date and time.

3.3.5 If the documentation is presented with erasures or unjustified amendments.

3.3.6 It will be disqualified if they present the Economic bid 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 C.A.B.E.I email addresses.

3.3.8 If the technical offer, once evaluated by C.A.B.E.I, does not meet the minimum score established.

3.4 Prohibitions

To guarantee transparency in the procurement processes, the following persons may not participate, directly or indirectly, in the supply of goods, services and consultancies for C.A.B.E.I.

3.4.1 Active officials or employees, ex-officials or ex-employees and retirees of C.A.B.E.I 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 C.A.B.E.I employees.

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

Any bidder who has participated in this tender and has a complaint regarding the result of the process can access the Reporting Channel available on the CABEI website to issue such complaint. www.bcie.org.

3.6 Confidentiality Clause

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

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

3.7 Acceptance of the Code of Ethics

The bidder declares, that it knows the principles, norms and institutional and individual ethical values that prevail at CABEI within the framework of the Code of Ethics, which is attached to these Terms of Reference, and that in case of being selected, it must follow observance and compliance without any restrictions; any breach of said norm will give the Bank the right to terminate the procurement and/or contracting in advance without any responsibility on its part and without prejudice to the pertinent criminal and civil actions.

3.8 Annexes

a. Annex 1 - Presentation letter.
c. Annex 3 - ML-TF Affidavit Form.
d. Annex 4 - Economic offer format.