

# CABEI



Central American  
Bank for  
Economic  
Integration

## Terms of Reference

Building Offshore Wind Capacity in Costa  
Rica

Public Tender

024/2022

June/2022

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## **Institutional Information**

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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, and the Republic of China (Taiwan). For further information visit the CABEI website, [www.bcie.org](http://www.bcie.org)

## **Terms of Reference Conditions**

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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.

# 1. REQUIRED SERVICES

## 1.1 Background

### Current Challenges and Background

- 1.1.1. Nearly 100% of Costa Rica’s energy supply has been generated from renewable energy since 2019. Hydropower accounted for 66% of the country’s installed generation capacity, followed by 7% geothermal, 11% onshore wind, 2% biomass, and 0.15% solar. The country has a notable geographic advantage in its favorable rainfall levels that benefit hydropower. However, climate change threatens the country’s hydropower potential due to environmental events, such as heat waves, floods, droughts, and impact of climate change, which can lead to variations in power generation capacity.
- 1.1.2. Since 1988, the country’s weather-related disasters amounted to approximately USD \$3.3 billion, 90% associated with heavy rain and 8% resulting from droughts. The economic loss arising from water-related disasters highlights the importance of complementing hydropower with other sources of renewable energy. Geothermal and onshore wind power may be the most appropriate combination to meet the energy demand during the dry season or when extreme weather events hinder hydropower energy generation. Wind farms can be based onshore or offshore. Between the two types of wind power, offshore wind power captures higher and more consistent wind speed, allowing it to generate more electricity at a steadier rate and better meet energy requirements.

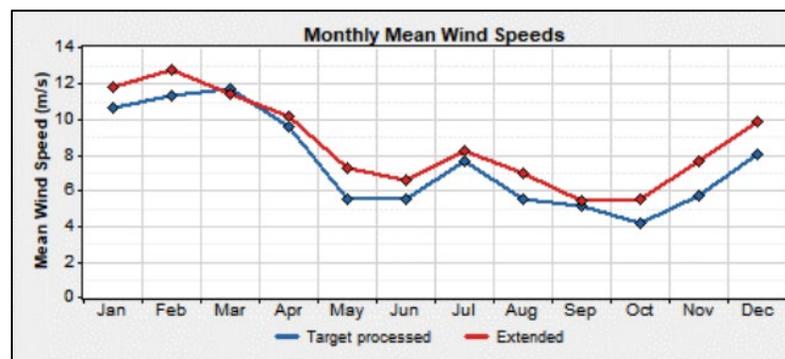


Figure 1. Average offshore wind speed (ICE, 2021)

- 1.1.3. The Costa Rican Institute of Electricity (ICE) has been studying offshore wind power and marine energy potential since 2013. The “Punta Descartes Marine Wind Project Identification Study” (finished in January 2021) highlighted the country’s offshore wind energy potential. Its findings illustrate the area’s high potential due to ideal seasonal and daily wind speeds as shown in Figure 1.

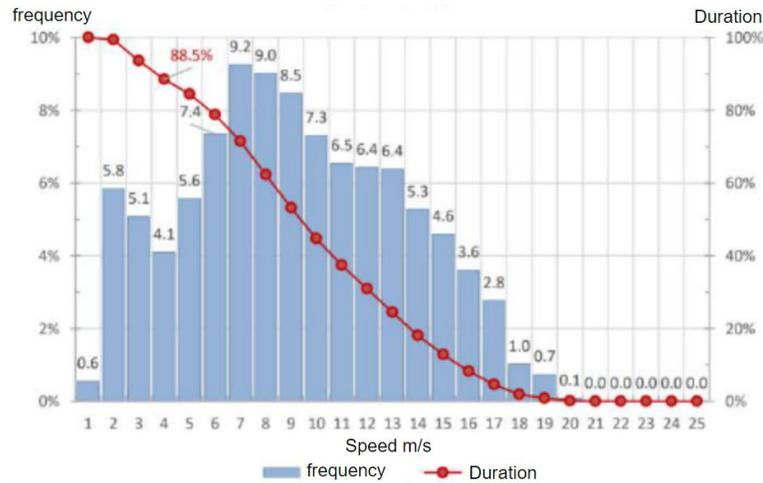


Figure 2. Time in which the offshore wind farm can generate energy (ICE, 2021)

1.1.4. Moreover, the study included important measures such as the proportion of time when the wind speed was greater than 4 m/s (the minimum average wind speed for power generation), which would have an impact on long-term power generation. As shown in Figure 2, wind speed is higher than the average 88.5% of the time, demonstrating an ideal wind speed for offshore wind development in the area. However, the study highlights the uncertainty of the data collected since they only represent data from one onshore measurement tower, located in North Pacific, near the area of influence of the potential wind farm.

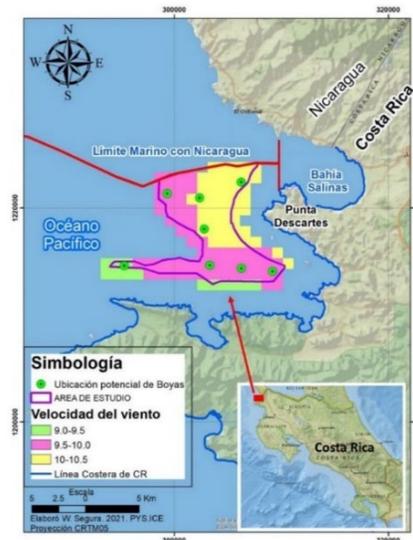
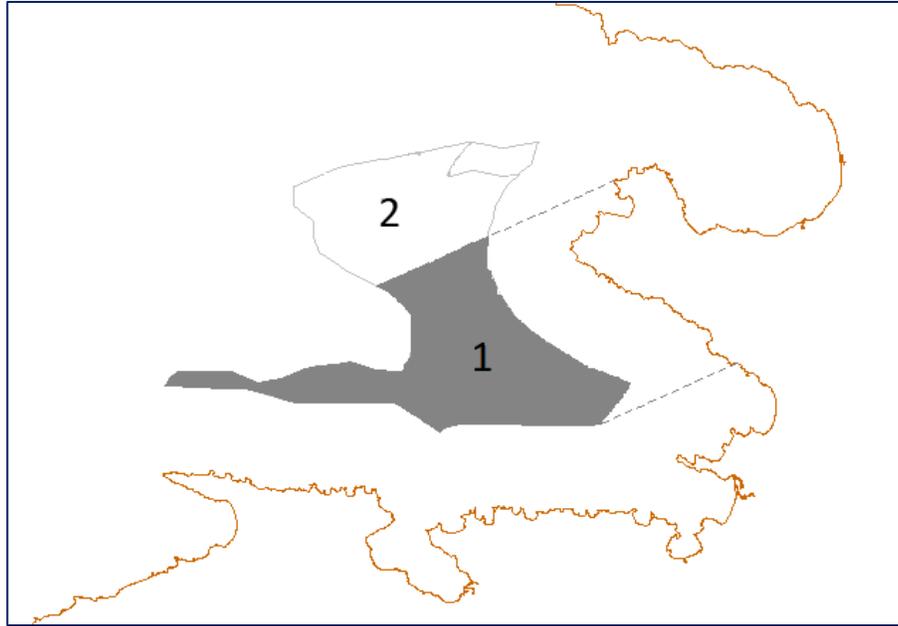


Figure 3. Preliminary suggested position to locate measuring buoys (ICE, 2021)



- 1.1.5. To proceed with the development of an offshore wind project, the Government of Costa Rica (GOCR) requires wind-related data within the specific area of the proposed offshore project plant. Accurate wind-related data would inform the process of evaluating technology alternatives, measure the environmental impact on power generation, and estimate the total cost of investment. Towards this goal, Buoy Monitoring Systems (BMS) are utilized to track atmospheric data such as wind speed, direction, and complete oceanic data including water deep, wave height and tidal direction. Moreover, BMS' components may be refurbished, reused, or replaced, given the modular design of the system, and costs have been constantly decreasing due to engineering advances in power systems, sensors, and durable materials, which make BMS cost-effective over the long term. ICE began developing approaches to identify geographic locations for BMS deployment on the North Pacific Coast. Figure 3 depicts the BMS distribution in three zones with varying wind speeds.
- 1.1.6. Besides data collection, offshore wind power planning demands a comprehensive assessment of the necessary supply chain required for offshore wind power generation, consisting of ports, equipment, vessels, and power transmission, which are key elements. Adequate port infrastructure and vessels enable the transport, storage, deployment, operation, and maintenance of offshore wind components. The findings of the Punta Descartes study suggested the lack of coastal infrastructure available near the area of intervention as well as the need for more data collection from buoys to determine the appropriate technologies and vessel requirements to execute wind projects.
- 1.1.7. Moreover, the study also raised concerns of the socio-environmental impact to local communities near the area of influence. Due to the lack of experience and resources to research offshore wind social acceptance, the study was limited to identifying the location of fishing communities and tourism activities, whose stakeholders would support or oppose offshore wind development. Low social acceptance may result in delays, which create cost escalation, public protests, which deteriorate offshore energy projects' perception, decreasing the political and financial viability of the project. Therefore, establishing social acceptance programs increases the government's willingness to pursue the project.

## Social & Economic Impact

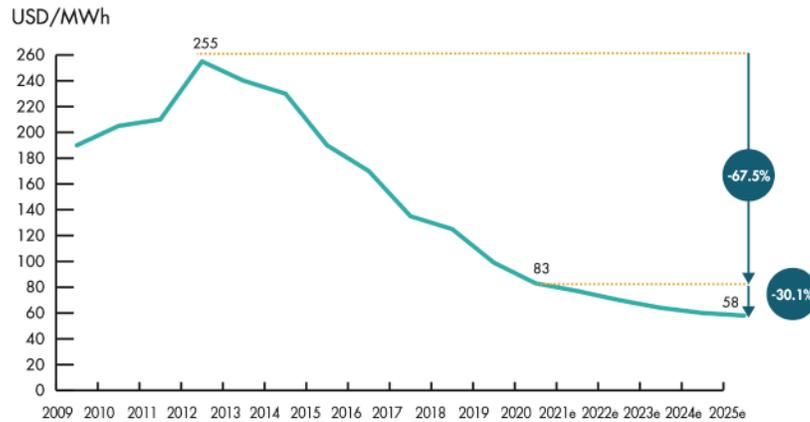


Figure 4. Cost of power from offshore wind (Dutton A., 2021)

- 1.1.8. The offshore wind market has experienced an exponential growth in recent years. The offshore wind market was worth USD 8 billion in 2010, grew to USD 20 billion in 2020, and is expected to reach USD 56.8 billion by 2026. Figure 4 illustrates how the cost of electricity generated by offshore wind has decreased by 70% since 2013 and is expecting an additional decline of 30% over the next five years. Lowering energy costs which amount to a significant share of total expenses, free up long-term resources for the government, industry, and households, enabling reallocation of capital, which has an economic multiplier effect that impacts the GDP.
- 1.1.9. Offshore wind projects can drive economic growth by creating new jobs and enhancing welfare at the national level. As a capital-intensive and labor-intensive project, offshore wind farms can generate diverse job opportunities in the value chain. A 500 MW offshore wind project requires about 2.1 million person-day work, which translates to 17.29 jobs per MW over the project lifetime. Human resources along the value chain comprise a large concentration in manufacturing which accounts for 59%, operation and maintenance 24%, installation and grid connection 11%, and the remaining share is distributed among offshore transport, installation vessels, undersea cables, and others. Offshore wind sector jobs also have the highest permanent employment effect in the green economy compared to the oil and gas sector.
- 1.1.10. In addition, the GOCR's economy decarbonization strategy, as well as National Plan of Electric Transportation 2018-2030 were established as the national energy security actions to reduce fossil fuel dependency involving the gradual replacement of private and public fleets with electric vehicles (EV), which is expected to be powered by offshore wind. Hence, offshore wind's socioeconomic impact extends beyond job creation to lower fossil fuel consumption, greenhouse gas emissions, and cleaner air, which translates into savings in public healthcare costs, and a better quality of life.

## **Linkages to Bank Financing**

- 1.1.11. The GOCR's decarbonization plan includes ambitious goals to achieve carbon neutrality by 2050. The plan covers ten sectoral focus areas to achieve carbon neutrality by 2050. In line with the decarbonization plan, the government established the Electricity Generation Plan 2020-2035, which for first time includes marine energy source; and the National Plan of Electric Transportation 2018-2030, which seeks to expand renewable sources to power EVs and buses.
- 1.1.12. Furthermore, the GOCR and the Bank are exploring the issuance of blue bonds to fund sustainable ocean and wind-related investments and support the advancement the nation's blue economy, which consists of fisheries, marine energy, ports, river rehabilitation, aquaculture, and tourism. The GOCR has promoted the blue economy within their priority agenda and has partnered with the United Nations Conference on Trade and Development (UNCTAD) to explore the benefits of the sustainable use of marine resources under the Oceans Economy and Trade Strategy program.

## **Relevance to KTF & South Korean Visibility**

- 1.1.13. Given the commitment of the Republic of Korea (ROK) to achieve net-zero emissions and accelerate the transition towards a low-carbon and green economy through the Green New Deal, the government plans to invest USD 43 billion in developing the largest offshore wind power plant by 2030, with 8.2 GW of installed capacity. South Korea aims to become the largest offshore wind market outside Europe, China, and the United States, reaching an installed capacity of 25 GW by 2040. In line with the country's Renewable Energy Plan 2030, South Korea set an ambitious policy target in which the country is expected to boost offshore wind electricity supply by up to 10% from its current capacity of 124.5 MW. The country has constructed two offshore wind farms, the Tamra and Southwest Sea projects, using only the national supply chain, consisting of its renowned steel, shipbuilding, and cable manufacturing industries, which exemplifies the strong capabilities of South Korean firms to deploy wind projects.
- 1.1.14. ROK has been leveraging its exemplary ICT infrastructure to develop intelligent buoy systems that increase the efficiency of metocean data collection for not only the development of wind farms but other environment-related activities such as early warning systems. INBUS (Intelligent Buoy System) was developed by the Korean Institute of Ocean Science and Technology (KIOST) and includes innovations related to data accuracy and processing, power supply, communications system, and modular design. As ROK is embarking on this ambitious offshore wind journey, the country is developing an enabling framework to foster offshore energy projects by modernizing its environmental policies, and domestic supply chain development, amongst others. This Technical Cooperation (TC) can serve to expand and transfer the country's lessons learned in the planning, financing, and integration of offshore wind projects, thereby increasing opportunities for South Korean firms to showcase their technologies and solutions in the sector.

## **Alignment with CABEL's Strategy**

1.1.15. This TC is aligned with the CABI's 2020-2024 institutional strategies: i) Sustainable Competitiveness Axis, which seeks to intervene in strengthening the economic, social and institutional factors that determine regional competitiveness, and ii) Environmental and Social Sustainability Transversal Axis, through the approval of programs and projects in favor of social appropriation and that address the need to preserve the environment.

## 1.2 Purpose or Objective

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1.2.1. The general objective of this TC is to support the assessment of the environmental and social conditions in the North Pacific Coast of Costa Rica as well as recommend necessary investments for marine-coastal infrastructure that would enable the development of offshore wind power. This TC shall provide GOCR with a better understanding of the supply chain offshore wind energy potential, expected challenges, risks, and opportunities in the development, installation, and operation of offshore wind farms.

1.2.2. The Consulting Firm which will be referred to in this document as the "Contractor" is to conduct a market analysis, technical engineering and design recommendations, and financial and socio-economic analysis for the BMS and the marine-coastal infrastructure in the proposed area of intervention. Based on the studies, the Contractor shall deliver capacity building workshops to transfer knowledge and disseminate findings to the Local Implementation Agency (LIA) and key public and private stakeholders.

## 1.3 Scope of Work

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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, the Project was divided into two (2) components where each concludes with the fulfillment of a milestone or intermediate objective. The Contractor will be responsible for completing the activities of each component as detailed below.

1.3.2. **Component 1: Design of a Buoy Monitoring System (BMS).** This component aims to conduct a detailed feasibility study for the deployment of a BMS on the specific study area of the North Pacific Coast to collect metocean data for the development of offshore wind power projects. This component shall consist of the following four sub-components:

1.3.3. **Sub-component 1.1: Market Analysis.** This sub-component will include identification, analysis, and assessment of the existing challenges and opportunities for BMS deployment.

- i. Review the BMS research conducted by ICE on potential location of the buoys
- ii. Evaluate regional and local weather conditions, including long-term averages and extreme events that may affect BMS deployment and operations
- iii. Identify challenges and opportunities within the BMS value chain, from installation to deployment, related to the implementation of a BMS to collect data for offshore wind energy development
- iv. Propose specific relevant metocean parameters for the installation, operation, and maintenance of offshore wind energy farms, taking into account but not limited to wind speed and direction, turbulence, temperature, precipitation, waves, sea currents, water level, marine growth, and humidity, among others

- v. Recommend potential alternative uses of the metocean data collected besides the development of offshore wind energy projects
- vi. Assess the regulatory framework concerning oceanic floating monitoring systems and recommend areas for modernization based on international best practice

1.3.4. **Sub-component 1.2: Technical Engineering and Design Recommendations for the Proposed BMS.** This sub-component shall develop a diagnosis to identify specific interventions, optimal design, elaborate on technology alternatives, recommend best-fit technologies, specifications, and propose an implementation roadmap.

- i. Propose detailed designs for HW/SW components of the BMS, as well as the network architecture that allows for minimal environmental footprint
- ii. Elaborate on the BMS technology requirements and technical specifications, including but not limited to the preferred materials to ensure resistance to impact and corrosion, dimensions, weight, shape to provide interior room for technical equipment and allow access to maintenance, and other specific requirements to secure data collection under the local environmental conditions
- iii. Evaluate power supply and energy storage alternatives such as solar and/or wind harvesting systems to guarantee the functionality of the BMS throughout the year
- iv. Design offshore and onshore communication systems that ensure stability and reliability of data collection as well as a control system to secure proper communication, continuity of data collection, data storage, transmission, quality, and modules for the remote control and operation of the system, as well as onshore monitoring and control system
- v. Propose a framework for data collection, storage, and security to enhance protection from natural or man-made events and best practices to ensure the quality control of data collection and data storage
- vi. Advise on the mooring system which guarantees the minimal environmental impact on the surrounding ecosystem during the installation, operation, maintenance, and decommissioning
- vii. Recommend the geographic distribution of the BMS within the project's area of influence
- viii. Propose a detailed roadmap and project implementation plan that consists of the logistics and technical requirements for the transport, installation, commissioning, operation, and decommissioning

1.3.5. **Sub-component 1.3: Financial/Economic Analysis.** Based on the findings of the previous sub-components, a financial and economic analysis will be conducted to determine the viability of the project.

- i. Identify the best-value-for-money technology alternatives for financial modeling based on the findings of the previous activities
- ii. Conduct an analysis of costs and bill of quantities for the proposed investment, considering all components in the architecture design, such as frame, materials, power system, sensors, communication system, data storing, and other hardware and software options
- iii. Develop an economic-financial model with an estimation of the capital expenditure (CAPEX) and operating expenditure (OPEX)

- 1.1.1. **Sub-component 1.4: Capacity Building and Knowledge Transfer.** This sub-component will focus on identifying the knowledge transfer needs of key public and private stakeholders and strengthen their capacity to implement and manage the proposed BMS. Capacity-building and knowledge transfer will be rooted in international best practices and the prior experience of South Korea, to ensure collaborative and coordinated project support.
- i. Conduct a capacity building workshop in Costa Rica for stakeholders and beneficiaries to disseminate the key findings of the studies.
- 1.3.6. **Component 2. Assessment of the Marine-Coastal Infrastructure for Offshore Wind Energy Development.** This component aims to conduct preliminary studies on the necessary marine-coastal infrastructure for offshore wind energy development within the proposed area of influence.
- 1.3.7. **Sub-component 2.1: Market Analysis.** This sub-component entails an assessment of the existing infrastructure and value chain gaps for offshore wind energy development, with a particular focus on technology alternatives, vessels, port infrastructure, and subsea cable.
- i. Review previous feasibility studies on offshore wind energy potential in Costa Rica and the government's electricity expansion plans developed by ICE
  - ii. Describe the status quo of the area of influence, detailing the existing or absence of critical infrastructure necessary to deploy offshore wind projects
  - iii. Identify the gaps within the local offshore wind power value chain, and evaluate the challenges and bottlenecks that impede the construction, installation, and operation of offshore wind farms
  - iv. Propose measures or investments to overcome the value chain gaps previously identified
  - v. Elaborate on the best practices on offshore wind energy projects to maximize economic efficiency and long-term socio-environmental sustainability
  - vi. Compare the necessary skills of the labor force to support the installation and implementation of an offshore wind energy project with the country's current situation regarding labor force development within the field
  - vii. Describe market trends of offshore wind technologies within the offshore wind value chain for the installation, operation and maintenance of offshore wind components
- 1.3.8. **Sub-component 2.2: Technical Engineering and Design Recommendations for the Marine-Coastal Infrastructure.** Based on the marine-coastal infrastructure gaps identified in the previous sub-component, propose interventions and investments to reduce the infrastructure gaps, focusing on requisite technologies, vessels, port infrastructure, and subsea cables, amongst others.
- i. Examine land access and routes to be used in the transport of megastructures, as well as the need of adaptation for routes and required safety plans
  - ii. Propose different offshore wind farms layouts, considering technical requirements and specifications including but not limited to the average distance between towers, the height of towers, distance from the coast, location of the offshore substation (if any), among others, and recommend the suitable layout for the project
  - iii. Assess the potential transmission network system of the offshore wind plant; propose the most appropriate power cables and inter-array cables for the proposed farm

layout, providing technical data (onshore and offshore context) and georeferenced location, including but not limited to voltage (kV), line length, the width of service range, safety electrical distances, and minimum distance between cable and ground, among others; elaborate on the electricity transmission connection of the offshore wind farm to the national electricity grid

- iv. Exploring the necessity of onshore and offshore substations, and provide a preliminary design of the offshore/onshore substation based on technical data, requirements, and opportunities, such as transformers conditions, foundations, among others that maximize the system's efficiency
- v. Analyze the logistical, technical, and infrastructure requirements for transporting, storing, and assembling offshore wind components through their current port facility, taking into account, but not limited to water depth, loading and off-loading of components onto the dock, storage areas, and vessels, assembling sites for the different components and its transport around the port facilities
- vi. Identify vessels requirements for the installation, operation and maintenance of turbines, towers, foundation, substations, and subsea cables considering the sea depth within the area of influence (e.g., wind farm area or reaching port facilities)
- vii. Provide preliminary designs and or specifications for all of the necessary marine-coastal infrastructure elements identified to support the deployment of offshore wind projects

1.3.9. **Sub-component 2.3: Financial/Economic Analysis.** Based on the findings of the previous sub-components, a financial and economic analysis shall be conducted to forecast the costs associated with the proposed interventions to meet the gaps in the previous sub-component.

- i. Elaborate on a detailed economic-financial model with an estimation of the capital expenditure (CAPEX), operating expenditures (OPEX), internal rate of return (IRR), net present value (NPV), the weighted average cost of capital (WACC), and sensitive analysis
- ii. Conduct a Cost-Benefit Analysis taking into account the direct and indirect benefits of integrating offshore wind power into the national electricity grid, such as the levelized cost of electricity, and energy products export to the regional market, impacts to neighboring communities of the project considering but not limited to labor demand, wages, local business, and tourism, among others.

1.3.10. **Sub-component 2.4: Capacity Building and Knowledge Transfer.** This sub-component will focus on identifying the knowledge transfer needs of key public and private stakeholders and strengthen their institutional capacity to implement the proposed intervention. Capacity-building and knowledge transfer will be rooted in international best practices and the prior experience of South Korea, to ensure collaborative and coordinated project support.

- i. Conduct a capacity building workshop in Costa Rica for stakeholders and beneficiaries to disseminate the key findings of the studies.

1.3.11. **Engagement Requirements.**

- i. Ensure that all meetings for the purpose of this consultancy are conducted in Spanish language or in English with Spanish interpretation.
- ii. The Capacity Building must be conducted in Spanish or have English to Spanish interpretation.

- iii. It is highly recommended to incorporate a Spanish speaking technical specialists to support the execution of the project.
- iv. Following the project inception meeting with the Bank, the Contractor shall be provided with the contact details of the key members of the Bank and the LIA to minimize the number of people copied on the emails.
- v. The Contractor is required to select only the core members of the team to include in the email chain.
- vi. For the Kick-Off meetings of the Consultancies, the Task Team Facilitator (TTF), KTF team, and LIA must be present.
- vii. For virtual or physical meetings after the start of the Consultancy the TTF or a CABEI official delegated by the TTF must be present at all times.
- viii. For all communications via email and sending official printed documentation with the LIA, the Contractor must copy CABEI members, in particular the representative country office and the KTF team members.
- ix. For any communications related to administrative or contractual matters, the Contractor should contact CABEI only.
- x. CABEI will create an MS Teams channel to facilitate communication amongst stakeholders during the execution of this consultancy.
  - a. The MS Teams channel is to complement emails, which are the official means of communication.
  - b. The 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 consulting company and the LIA will participate in the channel.

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

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- 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 on offshore wind projects. 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 restriction.
- 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, local expertise, and native Spanish language skills, **is recommended for all bidders:**

- i. Contractors may form consortiums with local, regional, and international firm, with a condition that the 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

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

- i. **Project Manager**
  - General Experience: 10 years of work experience as a project leader or project manager within the wind energy sector
  - Specific Experience: At least three (3) consultancies on wind-based power projects
- ii. **Offshore Wind Energy Specialist**
  - General Experience: 10 years of work experience within the supply chain of the offshore wind energy sector
  - Specific Experience: At least three (3) consultancies linked directly with supply chain task on off-shore wind energy-based generation engineering and buoy systems, LIDAR, satellited modeling and simulating field data planning as well, tech within HW/SW applications.
- iii. **Electrical/Mechanical Engineer (electro-mechanical integrated)**
  - General Experience: 10 years of work experience within the field of the supply chain offshore renewable energy sector
  - Specific Experience: At least three (3) consultancies on offshore wind energy-based generation engineering. S/he should have knowledge in the field of medium and high voltage transmission systems and in the integration of offshore wind energy with the local grid and cost estimation issues.
- iv. **Marine & Environmental Specialist**
  - General Experience: 10 years of work experience in the field of local/regional environmental coastal and marine activities (planning, infrastructure development)
  - Specific Experience: At least three (3) consultancies in the field of physical oceanography of offshore wind energy projects and environmental studies.
- v. **Social Specialist**
  - General Experience: 10 years of work experience in the field of social frame in

- coastal and marine activities, including (due diligence, social acceptance skills, consultancy process with stakeholders)
    - Specific Experience: At least three (3) consultancies in the field of projects and social studies.
- vi. **Civil Engineer**
  - General Experience: 10 years of work experience within the offshore wind power field
  - Specific Experience: At least three (3) consultancies on civil works including the required infrastructure for the installation, operation and maintenance of offshore wind components and on the cost estimation issues.
- vii. **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 wind power development.

## 1.6 Deliverables

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1.6.1. As part of the description of required services, the deliverables are listed below:

- i. **Inception Report** to be submitted two weeks after the Start Order issued by CABEI following the signing of the contract, detailing methodology, workplan, timeline, etc.
- ii. **Interim Deliverable** to be submitted six months after signing the contract consisting of **final versions** of:
  - Report 1: Market analysis for BMS
  - Report 2: Technical engineering and design recommendations for BMS
  - Report 3: Financial and economic analysis for BMS
  - Event 1: Capacity building workshop
- iii. **Final Deliverable** to be submitted twelve months after signing the contract consisting of **final versions** of:
  - Report 4: Market analysis of the marine-coastal infrastructure
  - Report 5: Technical engineering and design recommendations for the marine-coastal infrastructure
  - Report 6: Financial and economic analysis of the marine-coastal infrastructure
  - Event 2: Capacity building workshop

**1.6.2. Once the Final Reports submitted in English are approved by the Bank, the Contractor is responsible for professional translation of the Final report into Spanish.**

1.6.3. **Deliverables** must be submitted in line with the list below:

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

1.6.4. Travel: A **minimum of three (3) trips** is required for the project.

- i. 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.
- ii. It is advised that the first site visit take place after a virtual kickoff 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.
- iii. 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.
- iv. The Bank must provide a non-objection for the trip in advance
- v. 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.

1.6.5. Deliverables presentation: The Contractor is expected to travel to **Costa Rica** for the presentation of deliverables, including the Inception Report, Interim Report, and the Final Report.

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

1.6.6. 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.

1.6.7. Meeting minutes:

- i. The Contractor must provide detailed meeting minutes in English or Spanish (whichever is preferred by the LIA), after meetings with the LIA and the Bank during project execution.

- ii. For meetings held with the Bank only, the Contractor may submit the meeting minutes in English

## 1.7 Contract Term

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- 1.7.1 CABEI and the Contractor will subscribe a contract for a period of twelve (12) months, from the last signature date of this Contract by the Parties.
- 1.7.2 Whenever there are causes of force majeure or fortuitous events that justify it, and there is an agreement between CABEI and the 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

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Components 1 and 2 are to be executed by a South Korean Contractor. These activities are described in the timeline below:

Timeline for Project Execution for the South Korean Contractor													
Component 1. Design of a Buoy Monitoring System (BMS)													
Component 2. Assessment of the Marine-Coastal Infrastructure for Offshore Wind Energy Development													
Month	1	2	3	4	5	6	7	8	9	10	11	12	Duration
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
Component 1													6 months
C1 Capacity Building													1 month
Component 2													11 months
C2 Capacity Building													1 month

## 1.9 Guarantees

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

## 1.10 Contractor Obligations

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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**

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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**

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- 1.12.1 The available budget for the project is **Four Hundred Seventy-Five Thousand United States Dollars (\$475,000)**.
- 1.12.2 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.
- 1.12.3 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.
- 1.12.4 The payment indicated in numeral 1.12.1 will be effective by CABEI as shown below:
- i. **Payment No. 1:** Thirty percent (30%) 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:** Thirty percent (30%) 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:** Forty percent (40%) 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.
- 1.12.5 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.

- 1.12.6 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**

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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**

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The coordination and supervision of the services will be carried out by Bank's Representative Office in Costa Rica, the KTF team, and the Costa Rica Institute of Electricity (ICE).

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

### **2.1 Bid Evaluation Procedure**

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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%**

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- 2.2.1 The technical evaluation aims to evaluate CABEI's satisfaction with the compliance of the characteristics of the services to be contracted and the relevant aspects to be met by the 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>General Experience</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>100.0%</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%

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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

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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

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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]		
<b>Summary of specific projects undertaken that best illustrate capabilities to conduct this assignment.</b> List in reverse order the most relevant assignments that the expert has undertaken that will showcase their ability to successfully execute this project. <b>All relevant previous experiences can be listed and experiences beyond 10 years will not be valued.</b> Please provide the project period, location, sector, client, and position held, as well as a detailed description of activities performed to complete the assignment which best illustrates the expert's capability to successfully handle this assignment.			
Assignment 1: [Name of the assignment]			
Sector: ICT	Description of activities performed:	Description of outputs:	
Period/ Duration: Jan'19- Feb '21			
Location:			
Client:			
Assignment 2: [Name of the assignment]			
Sector: ICT	Description of activities performed:	Description of outputs:	
Period/ Duration: Jan'19- Feb '21			

Location:		
Client:		
Language Skills		
Contact information		

**Side notes:**

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

## **2.6 Compliance Documentation**

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

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

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

## **2.7 Economic Bid Contents**

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

- Properly stamped and signed economic bid template (Annex 4).
- 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**

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

## **2.9 Bid Submission Procedure**

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Bids must be uploaded electronically in CABEI's Institutional Procurement Portal, which is available at <https://proveedores.bcie.org> and all documentation shall be upload in the Public Tender **No. 024/2022 "Building Offshore Wind Capacity in Costa Rica"** following the instructions below:

- a. Proposals must be uploaded separately, as indicated in the Create Response ("Crear Respuesta" as it appears on the website) tab.
- b. Once the documents have been uploaded to the Portal in full, hit the Send ("Enviar" as it appears on the website) button.
- c. The offers must only be submitted through CABEI's Institutional Procurement Portal, **do not send a copy to an email address.**

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

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- 2.10.1. The deadline for receiving bids is **July 5<sup>th</sup>, 2022** at 11:59 p.m. (time of the Republic of Honduras).
- 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**

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- 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. 024/2022 "Building Offshore Wind Capacity in Costa Rica"** in the tab denominated "Gestionar Preguntas del Negocio".

- 2.11.2. Questions submitted regarding the Terms of Reference will be accepted no later than **June 29<sup>th</sup>, 2022**.
- 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 **June 29<sup>th</sup>, 2022**, 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

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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

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2.13.1 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

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- 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

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- 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**

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#### **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**

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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**

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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**

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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**

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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**

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- 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 - CABI Policies (Code of Ethics, Integrity Provisions, CABI Information Security Policy, Money Laundering Prevention Policy).
  - f. Annex 6 - CABI Contract Template.
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