

Terms of Reference

South Korean Consultancy - Integration of Battery Energy Storage Systems (BESS) in Central America

Public Tender 0XX/2021 June/2021

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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, Panama, Dominican Republic, and the Republic of China (Taiwan). For further information visit the CABEI website, www.bcie.org

Terms of Reference Conditions

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

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

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

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

1. REQUIRED SERVICES

1.1 Background

- 1.1.1. The Central American region has long embraced efforts to increase the use of Renewable Energy (RE) sources in recognition of the need to meet fast-growing energy demand while reducing its heavy dependency on fluctuating international oil prices. Coupled with commitments to mitigate and adapt to the effects of climate change by reducing greenhouse gas (GHG) emissions, the share of RE in electricity generation in SICA² countries reached 52.3% in December 2019.
- 1.1.2. The Central American Sustainable Energy Strategy 2030, which presents a series of actions to guide the sustainable development of the region, sets forth clear objectives for SICA countries in relation to access to energy services, electricity, and clean transportation, among others. In the context of electricity provision, the strategic plan indicates that by 2030, 82% of the energy shall be sourced from RE technologies.
- 1.1.3. If renewables reach their full potential in the region, they can meet all power sector needs. However, support mechanisms are often weak, only partially implemented, or administered ineffectively, and they compete with existing subsidies and conventional energy sources. In order to ensure quality electric service, it is necessary to implement normative and regulatory mechanisms, as well as systems that optimize operating reserves, decrease variability, and improve the voltage regulation and frequency control, both in local and regional interconnected grids and in micro grids.
- 1.1.4. Battery Energy Storage Systems (BESS) has great potential to transform the power systems within the region, providing the power grid with enhanced reliability, flexibility, and resilience which create conditions conducive to address challenges and meet the growing energy demand. Batteries are an energy storage technology that offer a wide range of services and benefits with respect to utility-scale generation, transmission, distribution, and end-use consumption.
- 1.1.5. In terms of generation, battery storage can help smooth out RE outputs to provide a more stable supply to the grid. With respect to transmission and distribution, battery storage can improve the flexibility of system dispatch by shifting the locations of power supply sources, increasing demand during off-peak hours, and transferring energy

 $^{^{1}}$ A. Majano. UN Chronicle. The Road to a Sustainable Energy Future in Central America. Retrieved from: https://www.un.org/en/chronicle/article/road-sustainable-energy-future-central-america

² Central American Integration System: Belize, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Nicaragua, and Panama

³ This represents a reduction of 8.4% in renewable energy shares from 2018 which can be explained by a decline in hydroelectric production as a result of a reduction in the regular rain regimen and the presence of the El Niño climate phenomenon

- supply from off-peak to peak hours. This will enable more RE integration and reduce congestion within the transmission system.
- 1.1.6. Regarding end-use energy consumption, battery storage also helps to increase demand at off-peak hours and provide localized power supply at peak hours. It enables expansion of distributed Variable Renewable Energy (VRE) to meet local demand, contributes to relieving transmission congestion, helps to avoid costly investments in transmission and distribution networks, and provides additional flexibility to the power system to integrate more centralized VRE through introduction of demand-side management. BESS also helps to increase the resilience of the power grid during extreme weather events exacerbated by climate change. Countries in Central America are connected to the same, unpredictable power grid that continues to experience massive power outages that leave millions of people without electricity for hours. BESS can strengthen the grid resilience of SICA member countries with its uninterruptible power supply in the event of power outage, disruption or grid drop out.
- 1.1.7. The TC can serve to advance the commitment of CABEI member countries to sustainable development, and accelerate their transition to clean and reliable energy by capturing and analyzing the national and regional demand for BESS, determining the conditions required for its deployment and integration through international best practices and knowledge sharing by BESS leaders, and designing a pilot project tailored to the technical, economic and financial, social and environmental, legal and regulatory conditions of the region.
- 1.1.8. The objective of the TC is to promote and realize the benefits and impact of BESS on national and regional interconnected grids, relates directly to the Bank's mission of promoting economic integration and balanced economic and social development of countries in Central America, as laid out in CABEI's Institutional Strategy 2020-2024. It is also consistent with the Korea Trust Fund's objective to support the energy sector, thereby strengthening the economic, social and institutional factors that determine regional competitiveness.

1.2 Purpose or Objective

1.2.1. The Consulting Firm of South Korean nationality which will be referred to in this document as the "Consultant" is to support the Bank and six (6) regional governments – the Dominican Republic, El Salvador, Guatemala, Honduras, Costa Rica, Panama – with their strategic priority to integrate higher levels of VRE while improving the reliability, stability, and quality of the grid and reducing greenhouse gas (GHG) emissions. Towards this end, the Consultant will collaborate with an international firm hired by the Bank to help identify and create an enabling environment (technical, economic and financial) that can enhance power system

⁴ Al Jazeera, https://www.aljazeera.com/news/2019/9/17/massive-blackout-hits-four-countries-in-central-america, Retrieved February 18, 2021

flexibility and enable higher levels of VRE through Battery Energy Storage Systems (BESS) applied to the electric systems in the region.

- 1.2.2. The specific objectives are to conduct the following activities to determine the market potential of BESS in the region and conditions required to enable its deployment:
 - i. Review previous studies and data gathered by the International firm previously hired by the Bank to collaborate with the Consultant.
 - ii. Analyze the potential market demand for the use of Grid-Scale BESS collocated with VRE generators and stand-alone in the transmission/distribution grid, as applicable, in the national and interconnected power systems in the region.
 - iii. Define the opportunities and limitations in introducing BESS in relation to the regional and national regulatory frameworks relevant to each beneficiary country, with respect to incentives and technical and economic benefits that these systems offer to power interconnected grids, such as complementary services, firm capacity, voltage and frequency regulation, etc.
 - iv. Identify and dimension a pilot project in beneficiary countries to realize the positive impact of BESS on regional, national interconnected grids, and/or microgrids, and create opportunities for the region to have better technological access to South Korean and international suppliers.
 - v. Recommend new business models and a strategic framework for the Bank to identify and develop BESS projects within member countries.

1.3 Scope of Work

- 1.3.1. The Consultant shall carry out all the tasks to achieve the Objective of the Service described in Section 1.2, and for this purpose, the Project was divided into four (4) components where each concludes with the fulfillment of a milestone or intermediate objective:
 - Component 1: Research best practices of BESS Investment and Promotion.
 - Component 2: Market Demand Study
 - Component 3: Identification of a BESS Pilot Project
 - Component 4: Capacity Building & Knowledge Transfer

The Consultant will be responsible for completing the activities of each component as detailed below.

- 1.3.2 Component 1. Research BESS Best Practices. This component entails data gathering and analysis of the enabling environment to advance BESS investments within each beneficiary country. The activities within this component include:
 - i. Review of the previous studies conducted by the international firm hired by the Bank.

- ii. Identification of the technology⁵ applications and services provided by BESS (behind the meter and grid-scale) to increase awareness in the use of BESS.
- iii. Evaluation of the opportunities identified by the international firm to use BESS in each country by integration in RE projects, system operation, investment deferral, mini grids.
- iv. Research regarding the experience of South Korea and other leading countries that have implemented BESS at scale, and benchmarking of the most appropriate practices and policies.
- v. Presentation of international success case studies and business models to ensure sustainability and identification of the factors that facilitate the development of BESS.
- vi. A gap analysis considering the legal, financial, technological, commercial, and economic aspects to achieve an enabling environment that allows for greater introduction of BESS, as well as the scaling of its use.
- vii. Systematic review of the elements that may constitute a risk for the development of the BESS initiative and mitigation strategies.
- viii. Recommendation of international best practice business models, ownership and operating models, financial mechanisms, strategic policies, regulations and legislation to reduce identified barriers and create an enabling environment for public and private sector investments.
- ix. Preparation of a barrier analysis, identifying all the elements that must be addressed to accomplish the objectives to achieve the BESS penetration in the region. This identification should allow the authorities to carry out a strategy to manage or reduce these barriers in order to achieve success.
- x. Development of a high-level action plan to advance BESS deployment.

1.3.3 Component 2. Market Demand Study. This component entails an analysis of the local demand for BESS in the region. The specific activities within this component include:

- i. Analysis of the previous studies conducted by the International firm hired by the Bank.
- ii. Analysis of regulatory planning and operational constraints of the power system in each country necessary to consider BESS technology, revenue stream and deployment.
- iii. Elaboration and proposal of conditions, including policies, subsidies, incentives, regulation, among others, that will facilitate greater deployment of BESS.
- iv. Proposal of a strategy per country to advocate and implement BESS across the region.

1.3.4 Component 3. Identification of BESS Pilot Project. This component entails identifying at least three (3) BESS pilot projects in each of the specific countries. The activities within this component include:

i. Assessment of the projects identified in the previous studies conducted by the International firm hired by the Bank.

⁵ Analysis of technologies shall also include current and projected costs for BESS technologies (stand alone, co-located, among others) in the next decade

- ii. Analysis of system configuration and perform high level power system studies to check whether the application of BESS is feasible for each project identified by the International firm.
- iii. Prioritization of the identified projects and selection of the most optimal initiatives, based on set of criteria identified by the Consultant, and agreed upon with CABEI, to serve as a pilot project in each country. Prioritized pilot projects will serve as a basis to evaluate technical performance and business models for BESS in order to be replicated in other countries.
- iv. Evaluation of the most appropriate BESS technologies, manufacturers, and services to effectively manage spikes and load leveling, voltage regulation, energy storage capacities for the identified projects. The evaluation should include a comparison of identified South Korean manufacturers and solution providers.
- v. Recommendation of the most appropriate BESS technologies, specifications, drawings and preliminary engineering designs for the hardware and software for each identified project considering environmental and social safeguards.
- vi. Propose a roadmap for each country, including key actors, timing, estimated budget, schedule, activities, milestones, indicators, and resources to support each country implement the pilot projects. Such roadmap shall include the proposed executing modality to implement the pilot project (turnkey project, etc.)
- vii. Prepare detailed pre-feasibility studies for two (2) pilot projects to be selected by CABEI out of the projects identified by the international firm based on government interest and overall project maturity:
 - Determine the detailed project description and components, BESS technology, specifications, drawings and engineering designs for all project components including hardware and software considering environmental and social safeguards. Such specifications and designs will be used for the preparation of the tender documents.
 - o Project justification including market analysis, applicable legal and regulatory framework, ODS alignment, impact and expected benefits.
 - Identification of the specific business model and implementation scheme (i.e. turnkey projects to be applied).
 - Financial and economic analysis of each country's pilot project including estimating projected cash flows, Net Present Value (NPV), Internal Rate of Return (IRR), Investment Recovery Period (IRP), CAPEX - OPEX and Cost Benefit Analysis (CBA). Consultant shall also prepare economic NPV, IRR and IRP estimates as part of this requirement and provide files of such calculations in Microsoft Excel to CABEI.
 - Preparation of a detailed budget, disbursement schedule (Microsoft Excel) and implementation schedule (Microsoft Project), including quantification of the environmental and social mitigation measures.
 - Perform a preliminary environmental and social impact assessment including identification of the main environmental impacts, risks and mitigation measures, environmental permits, and potential emissions reduction of the Project including recommendations as to the disposal of the batteries after reaching their lifetime.
 - Complete the I-BCIE and SIEMAS matrixes, to be provided by CABEI, that measure economic, environmental, and social impacts of CABEI's projects.

- Propose a BESS operation, maintenance and monitoring plan for the project that will ensure the sustainability and detail specific parameters that will be monitored during project operation and used as a basis for the lessons learned registry and for project scalability. Consultant shall review the executing entity O&M's plan to determine options to ensure proper maintenance of the project.
- Determine risks and mitigation measures associated to project implementation from the technical, financial, and environmental and social perspective.
- Provide input for the preparation of the tender documents of the project.

1.3.5. Component 4. Capacity Building & Knowledge Transfer. In order to strengthen the institutional framework and validate findings and recommendations of the final report, the consultant shall:

- i. Present key findings and recommendations to CABEI, Council of Energy ministries of SICA and individually as may be necessary to help promote BESS within the region to ensure results of the consultancy are consistent with the regions individual goals.
- ii. Disseminate key findings and recommendations through a forum to be held at the conclusion of the consultancy in 1 country in the Central American Region or Dominican Republic (TBD).

1.4 General and Specific Experience Required from the Consulting Firm

1.4.1. The Consultant must lead a team of professionals with proven experience in conducting feasibility studies for infrastructure works for renewable energy. The Consultant must have availability to work exclusively and full-time during the required period and key team members must have academic credentials in the relevant field of study, preferably master's degrees.

1.4.2. **General Experience:** The Firm must have:

- i. The Firm must be of South Korean Nationality. It is also accepted for an International Firm (non-Korean Firm) to participate in association with a Korean Firm, as long as the Korean Firm is the one that represents such association.
- ii. Professionals with academic credentials linked to this Consultancy, preferably with master's degrees, with availability to work full-time during the required periods.
- iii. Proven experience in Feasibility Studies for deployment of variable renewable energy projects. Experience with BESS will be highly valued.
- iv. At least the Project Director and expert professionals in the following specialties:
 - o Electrical engineering and BESS design expert
 - o Energy policy and regulation
 - o Economics

- 1.4.3. **Specific Experience:** Consultant must have completed at least:
 - i. At least three (3) consultancies for variable renewable energy infrastructure works in the last ten (10) years.
 - ii. At least three (3) consultancy services, studies, diagnostics, pre-feasibility and/or feasibility studies for electricity battery storage related projects including utility scale electricity battery energy storage in the last ten (10) years.

Place of work: South Korea, and one (1) trip to one pre-selected country from Central America.

1.5 Required Experience for the Work Team

1.5.1. The team to be offered by the Consultant must be composed of at least one Director and expert professionals in the following specialties:

i. Project Director

- General Experience: fifteen (15) years of work experience within the energy sector
- Specific Experience:
 - At least ten (10) years as project director and/or project manager on the development and implementation of renewable energy projects.

ii. Electrical Engineer and BESS Design Expert

- General Experience: At least fifteen (15) years of work experience within the energy sector
- Specific Experience:
 - At least two (2) BESS consultancies within the past ten (10) vears.

iii. Energy Policy Specialist

- General Experience: At least Ten (10) years of work experience within the energy sector
- Specific Experience:
 - At least two (2) BESS consultancies within the past ten (10) years.

iv. Economist

- General Experience: At least ten (10) years of work experience providing economic analysis.
- Specific Experience:
 - At least five (5) years of work experience in the economic evaluation and analysis of projects within the energy sector

1.6 Deliverables

- 1.6.1. As part of the description of required services, the deliverables are listed below:
 - i. Inception report detailing the Consultant's methodology, work plan, timeline, etc.
 - ii. Interim report
 - Component 1. Best Practices of BESS Investment and Promotion
 - iii. Final reports:
 - Component 2. Market Demand Study
 - Component 3. Identification of BESS Pilot Project
 - Component 4. Capacity Building & Knowledge Transfer

1.7 Contract Term

- 1.7.1 CABEI and the Consultant will subscribe a contract for a period of twelve (12) months, from the last date of signature of the Contract by the Parties, in accordance with the contract execution schedule, which will be defined between both parties.
- 1.7.1 Whenever there are causes of force majeure or fortuitous events that justify it, and there is an agreement between CABEI and the Consultant regarding the causes, the term may be extended for a reasonable time deemed necessary for the Consultant to satisfactorily conclude the contracted services.
- 1.7.2 The Bank reserves the right to unilaterally conclude in advance the contract without any responsibility on its part, if it is verified that the Consultant, 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

1.8.1 The following table illustrates that contract execution schedule:

Month	1	2	3	4	5	6	7	8	9	10	11	12	Completion Date
Consultancy													
Component 1: Best Practices of BESS Investment and Promotion.													Six (6) months after signing of contract
Component 2: Market Demand Study.													11 months after signing of contract
Component 3: Identification of BESS Pilot Project.													11 months after signing of contract
Component 4: Capacity Building & Knowledge Transfer.													12 months after signing of contract

1.9 Guarantees

1.9.1 **Advanced Payment Guarantee:** the advanced delivery of securities is not established for this contract.

1.10 Consultant Obligations

The Consultant 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.

1.11 Bank Obligations

CABEI will be responsible for:

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

1.12 Fees and Payment Methods

- 1.12.1 The Bank has a budget of up to **Two Hundred and Twenty Thousand United States Dollars (US\$220,000)** available for the project.
- 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 approval of a Report that includes the Documents 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 approval of a Report that includes the Documents 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 approval of a Report that includes the Documents in subparagraph (iii) of section 1.6.1 of the Deliverables.

The Consultant may propose an alternative payment arrangement in a separate document within the economic bid, which will be reviewed by CABEI who will then determine whether to accept or propose different alternatives.

1.12.5 CABEI fulfills its payments by means of wire transfers; the Consultant 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

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 Consultant derived from the fees caused will be its own responsibility.

1.14 Service Supervision Coordination

- 1.14.1 The Task Team Facilitator of the Technical Cooperation in coordination with the Korea Trust Fund Team and country offices, and liaise with the beneficiary stakeholders of the project such as the Ministry of Energy and Mines of the Dominican Republic, National Energy Council of El Salvador, Ministry of Energy and Mines of Guatemala, Ministry of Energy of Honduras, Ministry of Environment and Mines of Costa Rica, and the National Authority on Public Services of Panama.
- 1.14.2 Additionally, the Bank shall form a strategic alliance with the SICA under the framework of the Central America Sustainable Energy Strategy 2030, as well as key actors from the public and private sectors.

2 EVALUATION, CONTENT AND PRESENTATION OF BIDS

2.1 Bid Evaluation Procedure

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

2.2 Technical Evaluation 80%

- 2.2.1 The technical evaluation aims to evaluate CABEI's satisfaction with the compliance of the characteristics of the services to be contracted and the relevant aspects to be met by the Consultant.
- 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	Percentage
General experience	10%
Specific experience	15%
Key staff qualifications and competence for the assignment	20%
Subject matter expertise in the region and language	15%
Technical approach of the firm's methodology and work plan	40%
Total Technical Assessment	100%

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

2.3 Economic Assessment 20%

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

$$P_{i} = Economic Proposal Score i.$$

$$i = Bidder.$$

$$E_{i} = Economic Proposal i.$$

$$E_{m} = Economic Proposal with lowest cost or price.$$

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

2.4 Bid Submission Method

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

- a. Technical bid
- b. Compliance documentation
- c. Economic bid

2.5 Technical Bid Contents

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

- 2.5.1. Letter of Presentation (Annex 1) duly stamped and signed by the legal representative. **If the Bank's template is not used, the offer shall be disqualified**.
- 2.5.2. Payment Instructions Template (Annex 2) duly completed.
- 2.5.3. Technical Offer:
 - a. Overview of Consultant
 - i. Provide here a brief description of the background and organization of your company, and in case of a Consortium or JV of each member for this assignment.
 - b. Consultant's Experience
 - i. List only previous similar assignments successfully completed.
 - 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 Consultant's individual experts working privately or through other Consultants cannot be claimed as the relevant experience of the CONSULTANT, or that of the Consultant's partners or subcontractors, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if requested by the Bank.
 - iii. Provide any international-global experience and or any experience with other MDBs or DFIs.
 - iv. Describe your ability to complete expected task
 - v. Examples of relevant projects that highlight your experience.
 - vi. Include full contact details (country of assignment, name of referee, title, organization, address, email and phone number).

Duration Assignment name/& brief description of main deliverables/ outputs		Full Contact Details	Approx. Contract value (in US\$)/ Amount paid to your firm	Role in the Assignment
[e.g., Jan.2009– Apr.2010]	[e.g., Improvement quality of":]	[e.g., Ministry of, country]	[e.g., US\$1 mill/US\$0.5 mill]	[e.g., Lead partner in a JV A&B&C]

[e.g., Jan-May	[e.g., "Support to	[e.g.,	[e.g., US\$0.2	[e.g., sole
2008]	subnational	municipality	mil/US\$0.2 mil]	Consultant]
	government"]	of, country]		

c. Technical Approach:

- i. 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. Work 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. Organization of the Consultant's team:
 - 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 Name, Position, Nationality, time dedicated for each staff's input for each deliverable, specific time spent in the field, 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	1					
Education:	[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]					
Employment record relevant to the assignment:	[Starting with present position, list in reverse order the experience in the past 15 years. 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. Past employment that is not relevant to the assignment does not need to be included.]					
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, advisor/consultant to For references: Tel/e-mail; Mr.Bbbbbb, deputy minister]					
Language Skills						
Experts 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

- 2.6.1. The compliance documents to be sent in this section shall include the following information:
 - a. Copy of the company's deed, articles of incorporation or constitutive act, duly registered in the Commercial Registry or its equivalent, in which the stakeholder composition of the

company can be found. 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.

- b. TAX ID Copy (RUC, RTN, NIT or its equivalent in the country of origin).
- c. At least one original bank reference, no older than 30 days after it has been issued.
- d. Affidavit for the Prevention of Money Laundering and Financing of Terrorism, (Annex 3) completed and signed by the legal representative.
- e. Copy of Legal Representative's passport or identification document.
- 2.6.2. The Bank reserves the right to request additional information or updated documents as it deems appropriate.

2.7 Economic Bid Contents

- 2.7.1. The financial bid shall contain the following documents placed in the following order:
 - a. Properly stamped and signed economic bid template (Annex 4).
 - b. Detailed document of the stamped and signed economic bid, in which the detail of fees and related expenses required to provide the services must be included.
- 2.7.2. The economic bid shall be subject to the following guidelines:
 - a. The economic bid must include the direct and indirect costs related to the quoted service and clearly indicate the currency in which it is expressed.
 - b. If the payment is made in United States dollars, the official exchange rate in effect at the date of the transaction will be used.
- 2.7.3. The economic bid must be submitted tax-free. CABEI will provide the taxes waiver document to the awarded bidder.

2.8 Bid Language

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

2.9 Bid Submission Procedure

Bids must be uploaded electronically in CABEI's Institutional Procurement Portal, which is available at https://proveedoreserp.bcie.org/inicio and all documentation shall be upload in the Public Tender No. 026/2022 "South Korean Consultancy - Integration of Battery Energy Storage Systems (BESS) in Central America" 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 Submit ("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

- 2.10.1. The deadline for receiving bids is $July 19^{th}$, 2022 by 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

- 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. 026/2022 "South Korean Consultancy Integration of Battery Energy Storage Systems (BESS) in Central America" in the tab denominated "Gestionar Preguntas del Negocio" as it appears on the website.
- 2.11.2. Questions submitted regarding the Terms of Reference will be accepted no later than **July** 13th, 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 **July 13th, 2022**, through CABEI's Institutional Procurement Portal or by sending the request to <u>adqinstitucionales@bcie.org</u> CABEI shall submit the deadline extension request for authorization.

2.12 Expression of Interest

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

2.13 Validity of bids

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

3.14 Performance Standards

- 3.1.1. The Consultant 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 Consultant and to request the modifications and revisions that it deems pertinent within the approach contained in these Terms of Reference.

3.15 Bank Rights

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

3.16 Reasons for Disqualification of Bids

3.3.1 Lack of a presentation letter signed by the legal representative of the company in the format provided by CABEI (Annex 1).

- 3.3.2 The bids may be disqualified at any time during the process if a breach of the terms of reference occurs or is verified regarding the veracity of the information provided or the adulteration or falsification of the documentation submitted.
- 3.3.3 If the bids are incomplete or any of the requirements established in the terms of reference are omitted or not complied with, that are classified by the Bank as not rectifiable.
- 3.3.4 If the proposals are submitted somewhere different than established in the terms of reference and after the determined date and time.
- 3.3.5 If the documentation is presented with erasures or unjustified amendments.
- 3.3.6 It will be disqualified if the Economic bid is submitted in the same file as the technical bid or include any economic information in the Technical Bid.
- 3.3.7 Send a copy of the proposal to any of CABEI's email addresses.
- 3.3.8 If the technical offer, once evaluated by CABEI, does not meet the minimum score established.

3.17 Prohibitions

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

- 3.4.1 Active officials or employees, ex-officials or ex-employees and retirees of CABEI for a period of two (2) years from their separation, in addition to spouses or housemates, nor relatives by blood or affinity up to the second degree, inclusive, of officials or active CABEI employees.
- 3.4.2 Juridical persons involving anyone indicated in the previous paragraph, considered individually or jointly, be holders of more than twenty-five percent (25%) of the share capital or hold a position of management or representation, for major purchases amounting ten thousand dollars (US\$10,000), currency of the United States of America, or its equivalent in any other currency.

3.18 Protests or Appeals regarding the Public Tender

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

3.19 Confidentiality Clause

- 3.6.1 The Consultant 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 Consultant denouncing such events.

3.20 Acceptance of the Code of Ethics

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

3.21 Annexes

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