

**Logo of Borrower/Beneficiary**

**National Public Bidding Base Document**

**For the procurement of Goods/Services from the Central American Bank for Economic Integration**

**Mode: Coqualification**

***(Indicate the name of the Bidding process)***

***Nº ------ (number of process))***

***(Indicate the name of the Project or Program for which the Bidding is being carried out)***

**May 2018**

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# Introduction for Borrower/ Beneficiary

**(Responsible for Bidding Process)**

***(This instruction sheet shall not be part of the Bidding Base Document; neither do texts marked in red, whose sole purpose is to guide the Borrower/ Beneficiary on the text that must appear in lieu thereof).***

Based on the Policy for the Procurement of Goods, Works, Services and Consultancies with Resources from the Central American Bank for Economic Integration and the Norms for its Application, this document has been updated in May 2018 including standard guidelines prepare the Base Documents for National Public Biddings for the procurement of Goods and Services with CABEI resources, under the coqualification mode; this means that the Bidders will be requested to present in one sole process: i) documents demonstrating their capacity to be legally bound, contract and execute the supply contract, ii) the technical offer, and, iii) the economic offer.

This document may be used in national public biddings described in the aforementioned Norms for the Application of the Policy.

The document is divided into seven sections:

1. Procurement Notice,
2. Instructions to Bidders,
3. Bidding Data,
4. Evaluation Criteria,
5. Bidding Forms
6. Technical Specifications
7. Contract Format.

Information included in Section II Instructions to Bidders is the only one out of the seven sections that is not subject to change. In sections of Procurement Notice, Bidding Data, Evaluation Criteria, Bidding Forms, and Technical Specifications, for each bidding process, the specific conditions and requirements must be included and only the forms that are applicable to the case and the contract format shall be used, pursuant to national law.

For Section IV, Evaluation Criteria, the Borrower/Beneficiary must define and establish, in detail, the aspects and criteria that will be evaluated, as well as the scores and ratings to be used so that Bidders may know how the bids will be evaluated and how the most convenient offer will be selected.

Evaluation criteria must be prepared pursuant to requirements of goods/services to be procured, detailed in sections VI Technical Specifications and Form ECO-3 in order to select the ideal contractor to supply goods or services.

Section V, Bidding Forms, includes formats for document submission that will allow i) reviewing and analyzing the Bidders’ capacity, in order to authorize prequalification or otherwise; ii) for the technical offer, forms for the submission of experience, resumes of proposed professional key staff, methodologies, execution schedule among others and, iii) for the economic offer, forms including a breakdown of the economic offer.

The Borrower/Beneficiary will prepare the Bidding Base Document, including only the forms that apply to the particular process and agreeing with CABEI on adjustments to the Base Document that are necessary for the convenience of the operation and specifically for the bidding process to be conducted. The only section that shall not be modified, because it refers to aspects related to CABEI’s procurement norms, is Section II, Instructions to Bidders.

The use of this standard document is mandatory for all national public bidding processes for totally or partially funded consultancies with CABEI’s resources, promoted by Borrowers/ Beneficiaries.

This document is being made of public knowledge through the Bank’s web page and it is recommended that, before preparing a Proposal, the user must get familiarized with the Bank’s current Procurement Policies and Norms. All parts of the text in red refer to information or data regarding the process that must be adapted to each case.

**Section I** **Procurement Notice**

***(Indicate the name of the Bidding process)***

***Nº ------ (process number)***

**Mode: Coqualification**

***Date:***

1. **SOURCE OF RESOURCES**

As part of the services the Central American Bank for Economic Integration (CABEI) provides to its beneficiary member is granting funding *(indicate whether it is total or partial)* for the procurement of *(Indicate the name of the Bidding process),* in line with the *(name of the Operation for which CABEI has approved the resources).*

1. **BIDDING PROCESS EXECUTING AGENCY AND CONTRACTING AGENCY**
   1. Background of the Executing Agency (brief description).
   2. *The (Indicate name of Executing Agency)* is responsible for the present procurement process and to that end it will name an Executive Bidding Committee and issue a call for Biddings for the required contracting.
   3. The Contractor will be selected pursuant to the procedures of the Central American Bank for Economic Integration established in the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEI resources and the Norms for its Application, which can be found at the following internet address: <http://www.bcie.org>.
2. **SUBMISSION OF THE BIDDING PROCESS**
   1. General Objectives of the procurement (describe briefly).
   2. The Executing Agency will make available to interested parties all the documentation related to the Bidding that is necessary for the preparation of proposals.

The information will be available without cost:

1. *For website download:*
2. *Physically in: (specify the place, date, and time so that interested Bidders can obtain the necessary documentation)*

*In case a cost for obtaining documents exists, it must be indicated that it non-reimbursable*.

* 1. Proposals for this Bidding will be received by *(indicate date, month and year)*, until *specify the exact time)* o’clock at the following physical address:

*(Indicate the address clearly and completely)*

Sections II to VII of base document are below, in which sections II, III, and IV prevail to the rest of the sections.

| **Section II.** **Instructions to Bidders** | | | |
| --- | --- | --- | --- |
| 1. **General Data** | | | |
| **1. Definitions** | **1.1** | **Bidder:** A natural or legal person, who participates in a pre-qualification or Bidding process by offering their skills in the provision of the requested goods or services.  **Borrower/Beneficiary**: A natural or legal, public or private person that has signed a contract or agreement with CABEI. It may appoint an Executing Agency to execute the Operation on its behalf.  **CABEI**: Central American Bank for Economic Integration.  **CABEI Member Countries:** These include the founding countries, non-founding regional countries and non-regional countries, pursuant to the provisions of the Constitutive Agreement of the Central American Bank for Economic Integration.  **Consortium:** Bidders that join temporarily for the purpose of providing goods, works, services or consulting services.  **Contractor:** A public or private, natural or legal person that is responsible for providing goods or services or carrying out a specific work, related to an area in which they have specialized knowledge and experience.  **Co-qualification:** Procedure by means of which the bidder's legal, technical and financial background is presented simultaneously with the technical and economic bid, with the purpose of prequalifying the bidders and later evaluating their bids in the framework of the same process.  **Day:** It shall be understood that time periods expressed in “days” refer to “calendar days,” except when “working days” are specified.”  **Executive Bidding Committee:** It is appointed and accredited by the Borrower/Beneficiary and which has been notified to CABEI as being the one responsible for the bidding process.  **Operation:** This term will be used indistinctly for projects, cooperation and reimbursable or non-reimbursable technical assistances, programs, special operations or other funding modes granted by CABEI.  **Policy:** The current Policy for the Procurement of Goods, Works, Services and Consultancies with Resources of the Central American Bank for Economic Integration.  **Proposal:** Documentation submitted by a Bidder for a pre-qualification or Bidding process in order to be considered as a potential supplier of goods or services.  **Protest:** This involves any claim, objection, challenge, rejection, controversy or any other demonstration of disagreement submitted in writing in a timely manner by a Bidder to the Executive Bidding Committee or, subsequently to the competent authority that has been clearly established in the Base Documents, filed at any stage of the procurement process and only with regard to the results obtained. In every case involving a Bidding, it will be an indispensable requirement that there are no outstanding protests to resolve in order to proceed with the contract award.  **Public Bidding:** Formal and competitive procurement procedure through which technical and economic bids are requested, received and evaluated, through an announcement, for the procurement of goods and services.  **Report or Minute (of the process):** Document submitted by the Borrower/Beneficiary with the results of and recommendations about the process carried out (pre-qualification of Bidders or evaluation of Bids) in order to obtain CABEI’s non-objection prior to notifying the results to the bidders. | |
| 1.2 | Scope of the Bidding  The Borrower/Beneficiary, identified in Section III, announces its call for Proposals for the procurement of goods and services, described in the same Section, where the name and identification number of the Bidding process and the maximum time period for delivery of the goods and services is specified. | |
| **2. Legal Relations of the Parties. Rights and Obligations.** | 2.1 | The legal relationships between the Borrowers/Beneficiaries and the contractors selected to provide goods or services shall be governed by the respective provision contract defined in Section VII.  The rights and obligations related to Bidders in the Bidding processes shall be determined by the Bidding Base Documents.  No Bidder in the Bidding processes or hired contractor by the Borrower/Beneficiary to provide goods and services in line with the financed operations may always not derive rights or demand payments from the Bank since the legal relationship involving rights and responsibilities is between them and the Borrower/Beneficiary. | |
| 1. **Due Process** | 3.1 | CABEI demands from Borrower/Beneficiaries of the operations to establish, within Bidding documents, arbitration first and foremost and without prejudice of other alternatives contemplated in the national legislation of countries, as a transparent mechanism and method to allow a broad discussion and prompt resolution of protests during the procurement process and of controversies during the execution of the country, therefore providing bidders and contractors the legal possibility to present complaints or defend themselves against complaints they receive until a final resolution is reached.  In every case, prior to recurring to the established authorities and methods, the Executive Bidding Committee, as the responsible party for the procurement process, must receive and assist protests formulated by Bidders before the notifications, which could only be related with its own bid and the results obtained by their proposals. | |
| **4.Fund Source** | 4.1 | The Borrower/Beneficiary has received funding from CABEI, and these resources will be used to defray the total or partial cost of eligible payments by virtue of the contracts that result from these Bidding Documents. | |
| **5. Prohibited Practices** | 5.1 | CABEI requires that all Borrowers/Beneficiaries, and all natural or legal person participating or rendering services in projects or operations funded by CABEI, either as bidders, Borrowers, executing agencies, coordinators, project supervisors, contractors, sub-contractors, consultants, suppliers, grant beneficiaries (and all sub-officers, employees, representatives and agents), as well as any other kind of analog relationship, the following:  Uphold the highest levels of ethical standards in all stages of the procurement process or in the execution of a contract  Refrain from conducting any act or action that would be framed or catalogued as Prohibited Practice  c. Report to CABEI using the Reporting Channel or other Complaint Mechanism available for CABEI[[1]](#footnote-2) any suspicious act that creates a Prohibited Practice that they have knowledge of or may be reported  Pursuant to the best practices and in order to establish a framework for its operations. CABEI prohibits the following practices: Corrupt practices, coercive practices, fraudulent practices, collusive practices and obstructive practices, for the effects of this provision, CABEI shall define the above terms and actions to be taken in article 16 of the Norms for the Application of the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEI resources.  In light of claims received in the reporting cannel or other acceptable means for CABEI, related to Prohibited Practices that happened during procurement processes for Goods, Works, Services and Consultancies, just like during execution of a resulting contract of said processes in the operation framework funded with CABEI resources, this will proceed pursuant to its internal policies related to the topic.  Prior to determine the existence of a Prohibited Practice, CABEI reserves its right to execute auditing procedures and research[[2]](#footnote-3) required and will grant to counterparts and its related ones the procedural opportunities to present their discharge arguments, through the execution of an administrative procedure.  When the existence of a Prohibited Practice is determined, CABEI will issue one or more of the actions and recommendations listed below, without these being limitative:   1. Referral of the corresponding case to the competent local authorities, 2. Issuance of a written warning. 3. Adoption of measures to mitigate identified risks. 4. Suspension of disbursements. 5. Resources de-allocation. 6. Request advance payment of resources. 7. Cancel the business or contractual relationship. 8. Suspension of the procurement processes, or execution of contracts, regardless of the state in which they are located 9. Request for additional securities. 10. Performance Security 11. Request reimbursement of expenses or costs associated with activities and investigations carried out in connection with the commission of Prohibited Practices.   The actions or recommendations issued by the CABEI will be of mandatory observance and compliance.  CABEI reserves the right in any case, and without prejudice to any sanctions imposed by the authorities of the country of the Borrower/Beneficiary, to request the suspension of the contracting procedures or the execution of the contract or contracts resulting there from, regardless of their status. If CABEI request the suspension of the contracting procedures or the execution of the contract(s) and this does not occur, it reserves the right not to finance the contract(s) resulting from those procedures.  As a result of the investigation process, CABEI may include natural or legal persons on the Prohibited Counterparty List or any other ineligibility list of CABEI that it has established for that purpose. | |
| **6. Provisions for Bidders** | 6.1 | | A Bidder, and all parties constituting a Bidder, may be citizens of CABEI member or non-member countries. Participation in procurement processes will be limited or restricted if it is required by the funding source used by CABEI; the restriction will be clearly defined in Section III. |
| 6.2 | | Natural or legal persons with one of the following conditions may not be awarded or subject to extensions of contracts with total or partial funding from CABEI or funds administered by it:   1. Are included on the CABEI Prohibited Counterparty List or other CABEI ineligibility list. 2. Have been disqualified or declared by an entity as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI for that purpose. 3. Declared guilty by final judgment of crimes or sanctions related to Prohibited Practices by the competent authority, while the sanction is in force. |
| 7. Conflict of Interest Prohibitions | 7.1 | The following people are prohibited from participating, either directly or indirectly, in the supply of goods, execution of works, services or consultancies for operations funded by CABEI:   1. CABEI’s officers or employees 2. Spouses or family members of said officers or employees to the fourth level of consanguinity or the second level of affinity, inclusive and 3. In public sector funding, individuals with family or business relations with the representatives of the Borrower/Beneficiary or the executing entity to the second level of consanguinity or second level of affinity, inclusive.   The prohibition included in the above sub-headings b) and c) shall be void when the individuals appointed therein demonstrate that they have been permanently dedicated to the business activity involved in the respective contract for at least two years before the date that the prohibition goes into effect; likewise, the costs involved must be according to the market.   1. Those who are or have been directly or indirectly associated with a firm or with any of its members that have been contracted by the Borrower/Beneficiary to render consulting services for the preparation of the design, technical specifications and other documents that shall be used in the procurement process, and their participation is considered to affect the Operation’s interests. 2. All those who submit more than one bid in a bidding or contest, except when it involves alternative bids that are permitted in the respective process’s base documents. This does not limit the participation of subcontractors in more than one bid. 3. Others mentioned in section III. | |
| 1. **Bidding Documents** | | | |
| **8. Sections of the Bidding Documents** | 8.1 | The Bidding Documents contains the seven (7) sections that are indicated in the table of contents of the present Base Document and must be read jointly with clarifications that are published and any amendment issued in conformity with Clause 10 of this Section. | |
| 8.2 | The Executive Bidding Committee shall not be responsible for the integrity of the Bidding documents and their amendments if they were not obtained directly from the source defined by the Executing Agency in Section I. | |
| 8.3 | Bidders must study all the instructions, forms, conditions and specifications contained in the Bidding Document. If a Bidder fails to comply with the provision of all the information or documentation required in the Bidding Documents, the consequence could be the rejection of the Bid. | |
| **9. Clarifications about the Bidding Document and communication regime** | 9.1 | Any Bidder requiring some clarification about the Bidding Documents must communicate in writing with the Executive Bidding Committee to the address provided in Section I or present his/her concerns at the approval meeting or during the field visit, in the event that this activity is programmed; in any case, the time period for making inquiries and requesting clarifications shall be indicated in Section III.  Likewise, the time period for the Borrower/Beneficiary to respond to inquiries and/or issue clarifications shall be indicated in Section III. | |
| 9.2 | The Executive Bidding Committee shall reply in writing to all requests for clarification, sending a copy of the responses to all Bidders, including a description of the inquiry without identifying its source. | |
| 9.3 | The Bidder, and any member of its personnel or its representative, shall have access to the information and the place related with the provision of required goods or services at its own risk and shall be responsible for any loss, damage, cost and expense that is incurred. | |
| 9.4 | If a field visit and/or approval meeting has been programmed, the necessary data will be provided in Section III. The purpose of the approval meeting is to resolve doubts and respond to questions that are raised during this stage. The purpose of the field visit is to enable the Bidders to learn about the site conditions. Expenses related to this visit shall be the responsibility of the Bidder. In the event that the approval meeting and the field visit are defined as mandatory, any Bidder failing to comply with this requisite will be disqualified. | |
| 9.5 | The approval meeting minute, including all the inquiries rose without identifying their source and the responses to them, together with any other response prepared as a result of the meeting, shall be communicated to all Bidders by writing and without delay. | |
| 9.6 | The communication channel in this Bidding Process will abide to what is established in section III. | |
| **10.Modification of the Bidding document** | 10.1 | If, at any point in the process, the Executive Bidding Committee considers it necessary to amend the Bidding Base Document or any other information about the process, it may amend the documents that are necessary by issuing amendments; these shall be communicated to the Bidders in a timely manner in order to give all possible Bidders a reasonable time period for taking the amendment into account for the preparation of their Proposals.  This time period may not be less than ten (10) days before the date of proposal reception. | |
| 10.2 | Any amendment issued will form part of the Bidding Documents and must be communicated to all Bidders that have obtained the Bidding Base Document according to what is established in Section III number 9.6. | |
| **11. Cost of participation in the Bidding** | 11.1 | The Bidders will finance all the costs related with the preparation and submission of their Proposal starting with the purchase of the Base Documents. The Borrower/Beneficiary will neither be subject to such costs nor responsible for them, regardless of the results of the Bidding process. | |
| 1. **Proposal Preparation** | | | |
| **12.**  **Language of the Proposal** | 12.1 | The Proposal, as well as all the correspondence and documents related to it, that is exchanged between the Bidder and the Executive Bidding Committee must be written in the Spanish language. Support documents and printed material that forms part of the Proposal may be in another language, provided that the pertinent parts are accompanied by trustworthy translation into Spanish. For the effects of interpreting the Proposal, said translation will prevail. | |
| **13. Documents making up the Proposal** | 13.1 | The following documents make up the Proposal:   1. **Proposal Submission and Pre-Qualification Documents (Envelope No. 1)** 2. Proposal Letter presentation   In order to identify the Bidders that are capable of providing the required goods or services.  The documentation to be presented will contain as a minimum the Bidder’s organization and its financial, legal and administrative capacity, demonstrating its capacity to contract.   1. **Technical Offer** (Envelope No.2) This envelope must contain the following information: Documents that certify that the goods/services comply with the technical specifications and standards specified in Section V; documents certifying the capacity to comply with security obligations, repairs, and warehousing spare parts that are stipulated in the delivery plan, etc. 2. **Economic Offer** (Envelope No.3): The Bidder must use the Form for Presentation of the Economic Offer and Estimated List of Quantities with their Unit Price of each article and/or lot. | |
| 13.2 | The time period for analyzing the contracting background and general and specific experience will be specified in Section III.  The financial situation will be analyzed based on the information for at least the past three years. | |
| 13.3 | The Bidder to whom the Bidding is awarded could be subject to national taxes for the expenditures and amounts paid under the Contract or payments for severance pay and social security; Section III will establish whether they are subject to such payments. | |
| **14. Proposal Letter and Forms** | 14.1 | The list of forms and documents to be presented in the Proposal are detailed in Sections III and V; these must be completed without carrying out any kind of modification to the text or presenting any substitution for the required information. All blank spaces must be filled with the requested information, attaching the requested documents to each one. | |
| **15. Alternative Proposals** | 15.1 | Each Bidder will present only one Proposal, whether individually or as a member of a Consortium, unless Section III permits the submission of alternative Proposals.  If a Bidder presents or participates in more than one Proposal (unless acting as a sub-contractor), all the proposals in which it is involved will be rejected. | |
| **16. Price Adjustments** | 16.1 | The prices quoted by the Bidder will be fixed during contract execution, and will not be subject to change during execution, unless it is otherwise indicated in Section III | |
| 16.2 | If Bids may be presented in individual lots or in a combination of lots, this must be indicated in Sections III and IV. | |
| 16.3 | The Borrower/Beneficiary will not assume any obligation regarding insurance; therefore, the Contractor is obligated to contract the corresponding insurance, which must be reflected in the contract.  The Contractor must present the insurance policies and required certificates of insurance to the Borrower/Beneficiary for its approval before the Beginning Date for execution. These insurance policies must include compensation payable in the currencies and amounts required in order to rectify the loss or damages that are caused.  The insurance terms may not be modified without the approval of the Borrower/Beneficiary. | |
| **17. Currencies of the Bid and payment** | 17.1 | The currency of the Bid is specified in Section III. Likewise, it specifies the rate of exchange to be used in evaluating the offers and if the budget will or not be publish. | |
| **18. Sub-contracting** | 18.1 | The Proposal must indicate any intention to carry out sub-contracts indicating them in TEC-4 pursuant to the maximum percentages specified in Section III. | |
| **19. Proposal validity period** | 19.1 | Proposals should remain in force for the period determined in Section III, starting on the deadline for presenting Proposals established in the Bidding Base Document. Any Proposal in force for a time period less than this shall be rejected for non-compliance with established provisions. | |
| 19.2 | In exceptional cases, before the termination of the Proposal’s validity period, the Executive Bidding Committee may request that Bidders extend their Proposal validity periods.  The Borrower/Beneficiary will do everything in its power to complete the negotiations during the proposal validity period. However, the Executive Bidding Committee may request that Bidders extend their Proposal validity periods, if necessary. Bidders that agree to extend must confirm that the personnel indicated in the proposal will be maintained, or when confirming the extension of the validity period, they may submit new replacement personnel, and this will be considered in the final evaluation of the contract.  Bidders who do not agree have the right to refuse to extend the validity period of their proposals, without losing Bid Security in the cases it may have been presented. | |
| **20.**  **Bid Security and Contract Signing** | 20.1 | Section III will establish the obligation of presenting a Bid Security.  If this is required, the Bidder must present as part of its Proposal, the original bid security for the amount, term and currency stipulated in Section III.  This Security may be a bank, bond or any other bank instrument kind of easy execution. In section III it will be indicated in favor of whom this security should be issued.  Said security will be returned to the Bidders that are not selected as soon as possible. | |
| 20.2 | If a Bid Security is required, the following conditions must be complied with:   1. When the Bidding process requires an extension of the Proposal validity period, the security’s validity period must be extended for the same period. Bidders may reject the extension request without losing the Bid Security. Bidders that accept the request will neither be asked nor are permitted to modify their Proposal. 2. It must be an unconditional and irrevocable on-demand security, or in an electronic format, that is automatically fulfill able, or as a sole requirement of the Borrower/Beneficiary through a simple letter, without the necessity of a legal requirement or prior security for its payment and without the benefit of exclusion permitting the Borrower/Beneficiary to exercise the security. 3. It must be issued by financial institution that is acceptable to the Borrower/Beneficiary. 4. It must be substantially in accordance with one of the form options in Section V. 5. The validity time period must be greater than the validity of Proposals, or of the extension period, if any. 6. All Bids not accompanied by this security will be rejected by the Executive Bidding Committee for failure to comply with a requisite that is irremediable. | |
| 20.3 | The Bid Security may be executed if:   * 1. The Bidder withdraws its proposal during its validity period, except for provisions in the clause of these Instructions regarding the validity period of the proposals or securities; or   2. The selected Bidder:  1. Does not sign the contract pursuant to the provisions of this Bidding Base Document; or 2. Does not provide the Performance Security pursuant to the provisions of Section III. | |
| 1. **Submission and opening of Proposals** | | | |
| **21.**  **Proposal Format** | 21.1 | The bidder prepares an original set of documents that comprise the proposal, as per instructions to bidders herein.  In addition, the bidder submits the number of copies of the proposal as indicated in section III. | |
| 21.2 | The original and each copy of the Proposal must be delivered, in separate envelopes, that are sealed in a tamper proof form and duly identified as “ORIGINAL” and “COPY” in the following way   * Envelope 1: Original and copy information for prequalification. * Envelope 2: Original and copies for Technical bid. * Envelope 3: Original and copies for Economic bid.   Envelopes 1, 2, and 3 will be included in one envelope or package.  In the event of discrepancies, the original shall prevail over the copies.  Texts between the line, corrections or superimposed words will not be accepted. | |
| **22.**  **Procedure for signing, sealing and marking Proposals** | 22.1 | The original and all the copies of the Proposal must be foliated and signed by the person authorized to sign on behalf of Bidder. | |
| 22.2 | The interior envelopes and the exterior envelope must:   1. Bear the Bidder’s name and address; 2. Be directed to Executive Bidding Committee at the address indicated in the Bidding Data; 3. Display the specific identification of this Bidding process, indicating the name of the Bidding; 4. Include a warning not to open before the hour and date of the Proposal opening. | |
| 22.3 | If the envelopes are not sealed and identified as required, the Executive Bidding Committee will bear no responsibility if Proposal is misplaced or prematurely opened | |
| **23. Term for Proposals Submission** | 23.1 | The Executive Bidding Committee must receive the Proposals at the address and, at the latest, on the hour and date indicated in Section III. Other representatives designated by the Borrower may be present.  The time period for proposal preparation must be no fewer than 30 calendar days starting on the working day after the date of publication of the Base Documents or starting on the working day after all parties have received them. | |
| 23.2 | The Executive Bidding Committee may extend the deadline for Proposal submission through an amendment to the Bidding Document, in which case all the obligations of the Executive Bidding Committee and Bidders that were formerly subject to said deadline shall be subject to the new time period. | |
| 23.3 | Bidders shall have the option of submitting their Proposals electronically, when it is so indicated in Section III. In this event, Bidders that present their Proposals electronically will follow the same procedures indicate in the Section for their submission. | |
| **24. Late Proposals** | 24.1 | The Executive Bidding Committee will not consider any Proposal that arrives after the hour and date established as a deadline for presenting Proposals. No proposal arriving after the deadline will be received. | |
| **25. Withdrawal, substitution and modification of Proposals** | 25.1 | Provided that the time period for submission of Proposals is in force, Bidders may withdraw, substitute or modify their Proposal after its submission, presenting for this purpose a written communication duly signed by the representative authorized to present the proposal. This communication must be accompanied the corresponding proposal substitution or modification (excepting notifications of proposal withdrawal).  All the communications must be:   1. Accompanied by relevant information, (except for a notification of withdrawal, which does not require copies), and the respective envelopes must be clearly marked “withdrawal”, “substitution” or “modification”; 2. Received by the Executive Bidding Committee before the date and hour established for the submission of Proposals. | |
| **26. Proposal reception and opening** | 26.1 | Once the time period for submission of proposals has finished, the Executive Bidding Committee will carry out an act of proposal reception and opening.  Provided that the minimum expected number of offers has been received, a public act will be held to open only Envelope No. 1, with the other envelopes remaining sealed. The name of the Bidders will be read aloud, in addition to the Bid presentation letter, the term and amount of securities, if any, and any other substantial modification that may have been separately presented within the time period for Bid submission; at that point, an act of the proceeding will be drawn up to be signed by the representative (s) of the Borrower/Beneficiary and by the Bidders present. | |
| 26.2 | Unless otherwise it is established in section III, when, upon Bid Reception and Opening, there are fewer bids than the minimum acceptable number established in Section III Borrower/Beneficiary shall proceed to declare the Bidding null. | |
| 1. **Proposal Evaluation and comparison** | | | |
| **27. Confidentiality** | 27.1 | No information related to the evaluation of proposals or the contract award recommendation shall be divulged to any person that is not on the Executive Bidding Committee. This information will be divulged at the moment of notifying Bidders of the results of their evaluation, and subsequently the award will be published. No person unrelated to the process may request information about the evaluations or their results. | |
| 27.2 | Any attempt by a Bidder to influence the Executive Bidding Committee regarding the evaluation and comparison of proposals or the contract award could result in the rejection of the Proposal. | |
| **28.**  **Clarification of Proposals** | 28.1 | In order to facilitate the evaluation and comparison of Proposals until Bidders are rated, the Executive Bidding Committee, may, at its discretion, request that any Bidder clarify its bid. No clarification to a proposal presented by a Bidder will be considered when it is not in response to a request by the Executive Bidding Committee. The clarification request from the Executive Bidding Committee and the response must be written. No changes in price or to the essence of the Economic Offer will be requested, offered or permitted, except to confirm corrections to arithmetical errors discovered by the Executive Bidding Committee in the evaluation of the Economic Offer.  If a Bidder has not presented the clarification to its Proposal at the date and time established in the clarification request from the Executive Bidding Committee, the Proposal will be evaluated with the available information | |
| 28.2 | The term for submission of additional information or clarifications to the Executive Bidding Committee shall be established in Section III. | |
| 29. Errors or omissions | 29.1 | The following definitions shall be applied for proposal evaluation:   1. **Remediable errors or omissions:** This generally involves questions related to the verification of data, historic information, documentation that is scarcely legible, or questions that do not affect the principle that offers must be substantially in conformity with the Bidding documents. 2. **Irremediable errors or omissions:** These are basic errors, whose action or omission impedes the offer’s validity or whose remediation could change, improve or alter the Proposal’s substance, causing an advantage to one Bidder over others. Examples are errors or the lack of the signature of the legal representative in the Proposal presentation letter or not presenting said letter, not presenting the power of attorney authorizing the signer to present the proposal, as well as errors in a security or the failure to present such securities in compliance with the conditions established for their submission. 3. **Arithmetical Errors:** This refers to the discovery of a discrepancy between a unit price and the total price that is obtained by multiplying the unit price by the corresponding quantities, error in a total price resulting from adding or subtracting subtotals or discrepancies between words and numbers. 4. **Significant Error or Omission**: Is one that    * + - 1. If it is accepted: 5. Will substantially affect the scope, quality or functioning of the services offered; or 6. Will substantially limit the rights of the Borrower/Beneficiary over the Bidder’s obligations under the Contract contrary to the Bidding Documents; or    * + - 1. If rectified, it will unfairly affect the competitive position of other Bidders that present Proposals that are substantially in conformity with the Bidding Documents. | |
| **30.**  **Contractor Selection Method** | 30.1 | In accordance with the characteristics of the goods or services to be acquired, the Borrower/Beneficiary will indicate in Section IV the factors that, in addition to price, will be considered in evaluating Proposals and selecting the most convenient one, as well as the weighted value of each of them, if applicable, considering the costs and benefits that each factor provides. | |
| **31.**  **Proposal Evaluation** | 31.1 | To determine whether the Proposal is substantially in conformity with the Bidding Documents, the Executive Bidding Committee, will base their decision on the contents of the Proposal itself and the requirements established in the Bidding Base Document, examining and evaluating the Proposal’s different aspects in order to confirm that it satisfies the requisites stipulated in Section IV, without significant errors or omissions. | |
| 31.2 | If a Proposal is not substantially in conformity with the Bidding Documents, or it is possible to anticipate that the Bidder will be unable to comply with its commitment, the Executive Bidding Committee could propose its rejection and, subsequent to CABEI’s approval, reject it. The Proposal could not subsequently, through the correction or removal of the errors or omissions, become one that is substantially in conformity with the Bidding Documents. | |
| 31.3 | Unless a different procedure is stipulated in Section III, the procedure to follow for Proposal evaluation will be as follows:   1. For the pre-qualification (Envelope No.1) Bidders must comply with the minimum criteria established in Section IV.   The technical evaluation phase will continue only until the prequalification of all bidders has been completed and this evaluation is included in the respective report/act duly signed by the Executive Committee. Only the bidders that obtain the prequalification will be opened the envelope No.2 Technical Offer.   1. For the evaluation of the Technical Offer (Envelope No.2), the technical proposal presented by each bidder will be evaluated, assigning the corresponding points established in Section IV, Evaluation and Qualification Criteria.   Once the pre-qualification and evaluation of envelopes 1 and 2 has concluded, and with the non-objection from CABEI, all Bidders will be informed of the results obtained.  Only for Bidders whose Technical Offer complies with the requirements, will Envelope No. 3, the Economic Offer, be opened.  The opening of the economic offer will always be carried out in a public act once all complaints or protests are resolved in the presence of the bidders who complied with all the established evaluation criteria, previous convocation.   1. For the evaluation of the Economic Offer (Envelope No.3)   During the opening of the economic offers at least will be carried out.   * + 1. The name of the bidders and the technical scores obtained will be read aloud.     2. The economic offers will be inspected to confirm that the envelopes have remained sealed and unopened, will be opened and the total prices will be read aloud and recorded.     3. Subsequently, the Executive Bidding Committee will proceed with the evaluation of the economic bids.   The bidder shall indicate in its bid the unit prices and total prices for all items described in the Estimated List of Quantities, if the bidder has not indicated prices, these shall be deemed to be included in the other unit and total prices included in the Estimated List of Quantities.  To evaluate a bid, the Executive Bidding Committee shall use only the factors, methodologies and criteria defined in section IV. No other criteria or methodology will be permitted.  If, in the opinion the Executive Bidding Committee, the Economic Offer to be evaluated requires a more detailed analysis, it may request the Bidder to expand the information presented in order to demonstrate the internal consistency of the prices with the expected requirements and timetable. If the Executive Bidding Committee can reasonably anticipate that the Bidder will not comply with the commitments of the contract, it may reject the offer.  The Executive Bidding Committee will conduct the arithmetic revision and confirm with the bidder corrections, if any. | |
| 31.4 | The technical offer shall comply with all evaluation criteria in order to pass to the economic evaluation phase.  In case of minimum percentage established, it will be indicated in Section III. | |
| 31.5 | The evaluation will be global, by Articles or by lot, as indicated in Section III. | |
| **32. Comparing Proposals** | 32.1 | The Executive Bidding Committee will analyze, qualify, evaluate and compare all the proposals that substantially comply with the Bidding Documents in order to select the bidder to be awarded. | |
| **33.**  **Insignificant Errors** | 33.1 | If a Proposal substantially complies with the Bidding Documents, the Executive Bidding Committee may excuse minor errors that do not constitute a significant error or omission. | |
| 33.2 | When a Proposal does not substantially comply with the Bidding Documents, the Executive Bidding Committee may request that the Bidder present, within a reasonable period, the necessary information or documentation to rectify insignificant errors in the Proposal, related with requisites referring to the documentation. The request for information or documentation regarding these minor errors may not in any way be related to the Proposal’s price. If the Bidder does not comply with the request, its Proposal could be rejected. | |
| **34. Correction of arithmetical errors** | 34.1 | For the Economic Offer to substantially comply with the Bidding Documents, the Executive Bidding Committee may correct arithmetical errors as follows:   1. If there is a discrepancy between the unit price and the total price obtained from multiplying the unit price times the corresponding quantities, the unit price will prevail and the total price will be corrected, unless, in the opinion of the Borrower/Beneficiary, there is an obvious misplacement of a decimal point in the unit price, in which case the total price quoted will prevail and the unit price will be corrected; 2. If there is an error in a total price as a result of the addition or subtraction of subtotals, the subtotals shall prevail, and the total price will be corrected; and 3. If there is a discrepancy between words and figures, the amount expressed in words will prevail, unless the amount expressed in words contains an arithmetical error, in which case the amount in figures will prevail, subject to the conditions mentioned in a) and b). | |
| 34.2 | The Executive Bidding Committee will adjust the amount specified in the Offer in accordance with the procedure mentioned above for the correction of errors, and the new amount will be considered binding for the Bidder. If the Bidder does not accept the correction of errors, its proposal will be rejected. | |
| **35. Bidder Qualification** | 35.1 | Pursuant to the evaluation requisites and criteria specified in Section IV, the Executive Bidding Committee may evaluate the Proposals, establishing an order of precedence for them and determining the most convenient bid in order to recommend a contract award.  In conformity with the above, it will prepare a Report or Act detailing the review, analysis, evaluation and comparison of the Proposals, describing the precise reasons for its selection of the Proposal evaluated as the most convenient. The Report or Act must contain all the information referring to publications, carried out, communications during the period of proposal preparation and evaluation, amendments and reception and resolution of protests etc.; it must be submitted for the Bank’s non-objection before notifying the results to the Bidders and awarding the contract. | |
| **36. Submission of Proposals in the procurement process or controversies in the resulting contracts** | 36.1 | The Borrower/Beneficiary must notify the Bank about the submission and resolution of protests during the Bidding process and about controversies related to the resulting contracts.  The Borrower/Beneficiary must act diligently to resolve protests and controversies. CABEI reserves the right to withhold funding of any provision of goods or services, whenever an appropriate solution is not reached, or, in the Bank’s judgment, the solution is not in the best interests of the Operation. | |
| 36.2 | Once the Bidders are notified about a process and prior to awarding, the term for presenting protests regarding pre-qualification or evaluation results indicated in Section III will begin. The time period for Bidders to present their inquiries or protests must not be fewer than five working days, starting from the next working day after the notification.  If only one proposal is received and according to 26.2 in section III, the term for protest submission will only take place after communicating final results. | |
| 36.3 | The Executive Bidding Committee will suspend the activities of a specific process in the event of receiving a protest until it is resolved.  In the event of a Protest in the framework of a process where procurement by lot has been established, only the lot affected by the Protest will be subject to suspension  In both events, when it is required, the expansion of validity of proposals should be requested to all bidders and the Bid Security. | |
| **37. Right of the Executive Bidding Committee to accept and reject Proposals** | 37.1 | The Executive Bidding Committee reserves the right to accept or reject any Proposal and to annul the Bidding process at any time prior to contract awarding, without incurring in any responsibility to the Bidders. In the case of process annulment, the Proposals Bid Security will be promptly returned to all the Bidders. | |
| 1. **Bidding Awarding** | | | |
| **38. Awarding criteria** | 38.1 | Once all claims or protest are resolved, subsequent to the Bank’s non-objection, the Borrower/Beneficiary will award the Bidding to the Bidder whose proposal has been evaluated as the most convenient by the Executive Bidding Committee. | |
| **39. Notification of award** | 39.1 | The Executive Bidding Committee will notify in writing and within the proposal’s validity period, the Bidder with the most convenient offer that its bid has been selected. The notification letter must include the amount that the Borrower/Beneficiary will pay the contractor for the provision of goods or services. | |
| **40. Securities** | 40.1 | Performance Security (Contract Compliance). The constitution of this security will depend on market conditions and on commercial practices related with the goods or services to be acquired; they will be defined by the Borrower/Beneficiary in accordance with the contract terms and specifications contained in this regard in Sections III and VII.  Failure by the Bidder awarded to present the above-mentioned Bank Performance Security or to sign the contract within the deadline will constitute enough grounds for the annulment of the award and forfeiture of the Bid Security.  In this case, the Borrower/Beneficiary may award the contract to the Bidder with the next most convenient offer. | |
| 40.2 | The Borrower/Beneficiary may provide an advance on the Contract Price, according to the provisions established in Section III.  If applicable, payment must be made upon receipt of a bank security, for the 100% of the advance.  This security may be bank, bond or any kind of financial instrument of easy execution issued by financial institutions or insurance companies acceptable to the Borrower/Beneficiary. | |
| 40.3 | Quality Security. The constitution of a Quality Security will depend on market conditions and on commercial practices related with the goods or services to be acquired; they will be defined by the Borrower/Beneficiary pursuant to the provisions of the contract and the specifications in that regard in Section III and VII. | |
| 40.4 | The Borrower/Beneficiary may require other securities it considers necessary to security the satisfactory provision of goods or services. It shall require only the securities that are strictly necessary to safeguard the successful procurement, avoiding unnecessary costs for the Bidders and future contractor.  If applicable, these securities will be defined in Section III. | |
| **41. Contract signing** | 41.1 | Subsequent to Notification, the Bidder awarded must present the Documents defined in Section III to the Borrower/Beneficiary. | |
| 41.2 | The Borrower/Beneficiary will define the term and procedure for contract signing in Section III. | |
| 41.3 | Every contract with CABEI resources is subject to:   * + - * 1. CABEI supervision, pursuant to provisions in force regarding the area, to ensure the achievement of planned objectives.         2. Prior non-objection to any relevant change, e.g., those involving an increase in costs related with CABEI’s funding, delays in the execution, schedule of the operation and changes in the scope of the services rendered.         3. Controversy Resolution instances established in Section III. | |
| **42. Other** | 42.1 | In everything not foreseen in this Bidding Base Document, actions must be taken according to provisions in the Policy for the Procurement of Goods, Works, Services and Consultancies with CABEI’s resources and its Norms for Application, found at the following address <https://www.bcie.org>. | |

Section III. Bidding Data

Below are the specific details of this process for clauses corresponding to Section II, with information contained in this Section III prevailing.

| **Reference from Section II** | *Bidding Data* |
| --- | --- |
| **A. General Data** | |
| **1.1** | Bidding Identification Number:  Name of the Executing Agency:  Name of the Bidding and description of *the goods/services to be provided*  *(In the event that the award can be carried out in lots, every lot should be indicated and described)*  Estimated contract duration: *(Indicate number of months/years in words and numbers)*  The place where the goods will be delivered is: *(Indicate the site where the goods are to be delivered or the goods/services are to be provided* |
| **3** | The Executive Bidding Committee is responsible for the process, including attention to protests resulting from the notifications to the Bidders.  Once the protest has been taken care of by the Executive Bidding Committee in conformity with due process, subsequently and in conformity with due process, *arbitration/other alternatives contemplated in national law ensuring the best instances for resolution* will be established as a conflict resolution mechanism, it is requested to draw on such instance in a maximum term of *x* days.  *In case the instance for the resolution of the protest is the arbitration, the arbitration clause must be developed.* |
| **6.1** | *Choose one of the following options:*   * *The Bidding is limited to participation of Bidders whose country of origin is only (Indicate the names of the countries)* * *Participation in the Bidding is not limited to participation of Bidders from specific countries; national or international Bidders from any country interested in participating will be accepted* |
| **7** | Additional to what is established in Section II, a conflict of interest is:  *If other causes of conflict of interest indicated in the national legislation are required, otherwise delete this numeral.* |
| **B. Bidding Document** | |
| 9.1 | If it is considered necessary carry out consultations for the preparation of proposals, communication must be addressed to the same email or physical address indicated in Section I.  ***(Specify the address where consultations should be directed)***  The time period for carrying out consultations and requesting clarifications is as follows:  Clarifications may be requested at least *X days (A minimum of 13 days is recommended)* before the deadline for submission of proposals.  The time period for the Borrower/Beneficiary to respond to bidders’ inquiries for the preparation of their proposals through the Executive Bidding Committee will be *X days (we recommend at least 10 days) before* the deadline for submission of proposals. |
| **9.4** | 1. *An (mandatory/non-mandatory) approval meeting (will be held/will not be held)* for this Bidding.   *If an approval meeting will be held, add the following paragraph*  *The place, date and time of the meeting are indicated as follows:*  *Date:*  *Time:*  *Place:*  Name of the activity or coordinator:*(Indicate the representative’s name of the executing agency)*   1. *(There will be/There won’t be)* a site visit where the goods will be deliveries or services provided, organized by the Borrower/Beneficiary.   *If there will be a visit, add the following paragraph*  *The place, date and time of the meeting are indicated as follows:*  *Date:*  *Time:*  *Place:*  *Name of the activity Coordinator: (Indicate the name of the representative of the Executing Agency)* |
| 9.6 | Communication of responses to consultations from bidders and amends to this Base Document made during the proposal preparation period will be conducted through:  *(Select dissemination mechanism)*  *Publication in web site (indicate email)*  *email to bidders that acquire this base bidding document*  *Others (detail).* |
| **C. Preparation of Proposals** | |
| **13.1** | Proposal documents must include the following:   1. **Proposal presentation letter and Prequalification documents (Envelope No.1)**     1. Proposal presentation letter pursuant to Form CP-1 (Notarized)    2. Certificate of incorporation duly registered on the competent public Registry. In case of proposals submitted by consortium, the certificate of incorporation duly registered on the competent Public Registry, of each of the members of the Consortium. (notarized)    3. Power of attorney of the person signing the proposal (notarized and apostille in the case it is notarized abroad)    4. Copy of valid identity card or similar identification document of the person signing the proposal    5. Form PREC-1: Consortium Promise. (Applies in case of proposals submitted in consortium)    6. Form PREC-2: Sworn Declaration before a Notary Public   In the case of bids submitted by a consortium, a sworn declaration will be required from each of the members of the consortium.   * 1. Form PREC-3: Bid Security (If applicable)   2. Form PREC-4: Financial Situation. In the case of proposals submitted by a consortium, each of the members of the consortium must submit the form.   3. Form PREC-5: Bidder´s identification   4. *Copies of the Bidder’s financial statements (balances, including all notes related to them and financial statements) and those of each consortium member, corresponding to the required fiscal years and complying with the following conditions:*      1. *Historical financial statements must be audited by an authorized independent auditor.*      2. *Historical financial statements must be complete, including all the notes to them.*      3. *Historical financial statements must correspond to already completed and audited accounting periods (Financial statements for partial periods will neither be requested nor accepted).*   5. *Constancy of participating in the visit to the place in case the consortiums, of at least one of its members (in case it is mandatory)*   6. *Constancy of participating in the approval meeting in case the consortiums, the constancy of at least one of its members. (in case it is mandatory)*   7. *Constancy of credit line, indicating available amount, issued by a banking institution renowned to the Borrower/Beneficiary.*  1. **Technical Offer (Envelope No.2)**    1. TEC-1 form: General Experience, in case of proposals presented by a consortium, each one of the members will present the form.    2. TEC-2 form: Specifications for Technical offers    3. TEC-3 form: Delivery Plan    4. *TEC-4form: Planned subcontractors*    5. *Documented evidence establishing that the goods/services that are offered are in conformity with the technical specifications and the standards specified in Section V. This evidence may be in the form of printed documents, plans or data and must include a detailed description of the essential technical and operational characteristics of each article. The Bidder may include a declaration of variations and exceptions to the provisions in the Requirement for Goods and Services. The summary of this information will be included in TEC-2.*    6. *In the event of incorporating a criterion related to operation and maintenance, request:*   *Detailed list that includes availability and current prices of spare parts, special tools, etc. needed for the proper and continuous functioning of the goods during a period of (xx years)*   1. **Economic Offer (Envelope No.3)**    1. ECO-1: Submission of Economical Offer    2. ECO-2 form: Economic Offer   These must be presented in *(indicate the number of envelopes)* separate envelopes sealed and labeled envelope and then these in a sole sealed and labeled envelope or package. |
| **13.2** | The periods established to analyze the information submitted are as follows:   1. Financial information (periods from January to December) corresponding to the years 201x, 201x and 201x (At least the last three years). 2. Information about general experience corresponding to the years *201x, 201x and 201x.* |
| **13.3** | The Contractor will be/will not be subject to national taxes on the expenditures and amounts payable under the Contract and therefore must/must not include them in the economic offer.  The Contractor will be/will not be subject to severance or social security payments under the Contract and therefore must/must not include them in the economic offer. |
| **15** | Submission of alternative offers *will be/will not be* permitted |
| **16.1** | Prices quoted by bidders (*will be/will not be)* subject to adjustments.  *(In the event of adjustable prices, specify the adjustment mechanism)* |
| **16.2** | Proposals *(may/may not)* be submitted by lot.  *If offers can be submitted by lot, indicate the number and detail of them, and the evaluation procedure must also be indicated in section IV.* |
| **16.3** | *The following types of insurance, minimum coverage and deductibles will be required:*  *Indicate the types of insurance to be requested from the contractor, for example:*   1. *Personal injury or death:*   *(i) of Contractor’s employees: [indicate amounts]*  *(ii) Of other persons: [indicate amounts].*   1. *Other*   *The Borrower/Beneficiary may include the following paragraph:*  *If the Contractor does not provide the requested policies or certifications, the Borrower/Beneficiary may contract the insurance that should have been provided by the Contractor and may deduct the premiums paid from the payments owed to the Contractor, or if nothing is owed, may consider it the Contractor’s debt.* |
| **17** | The Bidder’s Economic Offer should include estimated costs (in *US$ dollars)* and present their details pursuant to Form ECO-2, for each *(lot, component, and stage).*  The budgeted and available amount is *US$ dollars (indicate the amount);* the Bidder may submit a variation of costs among *the (lots, components, stages)*, without exceeding the total budgeted amount. |
| **18** | The maximum percentage of subcontracting is (xx %) (Always less than or equal to 49% of the total to contract*)* of the amount of the economic offer, and the technical offer must include the expected subcontracts. Use Form TEC – 4. |
| **19.1** | The offer’s validity time period will be *(indicate number of days in words and numbers)* days after the established deadline for receiving proposals has terminated. |
| **20.1** | A Bid Security *(Must/Must not) be presented, which will be returned to the Bidders that are not selectd and will have the following characteristics:*  Security type: Bank/Bond/ Any other easy-to-execute financial instrument (*Select a type of security, in case of another financial instrument the requirements must be specified*.)  Validity: *At least* 30 additional days to the proposal’s validity.  *The Security must be in favor of: Indicate*  *Amount and currency of Bid Security: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *In the event of permitting the submission of bids by lot, the amount of the security for each lot must be indicated.* |
| **D. Proposal Submission and Opening** | |
| **21.1** | The Bidder must submit the original and *\_\_\_\_ (indicate number)* copies of the Technical Offer and the original and *\_\_\_\_ (indicate number)* copies of the Economic Offer.  For the pre-qualification documents, present the original and*\_\_\_\_\_ (indicate number)* copies, which could be original or photocopied, provided that they are identical and legible |
| **23.1** | The time period for submission and reception of Proposals is (indicate number of days) days, beginning on the\_ (date) \_\_of \_\_\_month\_\_ of 20().  The proposals must be received no later than the\_ (date) \_\_of\_\_\_(month)\_\_ of 20(), until \_\_\_(time)\_\_\_\_ o’clock at the address specified in this Section and in the Bidding invitation. |
| **23.3** | The Bidders (*will have/will not have)* the option of presenting their Proposals electronically.  If the Bidders have the option of presenting their Proposals electronically, the specific procedures must be clearly defined. |
| **26.2** | It is required that at least X proposals be submitted to the act of reception and opening, to continue with the process. |
| **E. Evaluation and Comparison of Proposals** | |
| **28.2** | The deadline for submitting clarifications or additional information requested by the Executive Bidding Committee shall be at least *(Indicate number of days)* days |
| **31.3** | *In case of using an alternative procedure, indicate in this numeral; otherwise eliminate this numeral.* |
| **31.4** | *Choose one of the text options:*  *The Technical Offer most comply all requirements established in Section IV to pass to the economic evaluation*  *The Technical Offer most reach at least the minimum qualification of x% established to pass to the economic evaluation* |
| **31.5** | Once the technical offers are evaluated, the economic offers will be evaluated *globally/by article/ by lot.* |
| **36.2** | The deadline for submitting protests to the results of pre-qualification or evaluation results once they have been communicated to the bidders in a process will be *(Indicate a number of days that must be no less than 5 working days)* working days, counted from the next working day after the notification. |
| **F. Bidding Awarding** | |
| **40.1** | The awarded Bidder *(Must/Must not)* present a Performance *Security*  *In the case of establishing this security, add:*  The Performance *Security* most be for *xx%* of the contract amount for a term of *XXX months* additional time to the period for the contract. This security must be presented within *(XXX)* days after the favorable agreements for contract signing |
| **40.2** | An advance payment (*will/will not) be paid*.  *(If there will be advance payment add the fowlliwng)*  The advance payment will be granted for a maximum amount of [indicate percentage] percent of the Contract Amount (will/will not) be paid after the submission of a 100% bank security of the amount with a term of XX months.  The security must be a bank/security/other type of easily enforceable financial instrument, issued by financial institutions or insurers, acceptable to the Borrower/Beneficiary. |
| **40.3** | The awarded Bidder (will or will not) present a Quality *Security*.  *In case of establishing this security, add:*  *The Quality Security* will be a percentage of *xx%* of the contract amount for a term of *XXX months*. |
| **40.4** | *Indicate whether other securities are required and detail their characteristics.* |
| **41.1** | Documents to be submitted after being awarded   1. *Notarized act of the Consortiums formalization (If applicable)* 2. *Other documents required by national law (Place a list)* 3. *Duly apostilled power of attorney (If applicable)*   The documents mentioned must be presented with at least “X” working days after the award. |
| **41.2** | The contract signing procedure to be followed is: *(Specify approvals, terms, etc.).*  The time period for signing the contract is *(xxx) calendar days.* |
| **41.3(c)** | For controversies during the work contract execution the (*arbitration / other alternatives set out in the countries’ national legislation*) is established as the mechanism to present resolution. |

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Section IV Evaluation Criteria

This section contains examples of the criteria that must be applied to evaluate the Bidders and their technical and economic offers; however, it is the Borrower/Beneficiary’s responsibility to define these criteria in the Bidding Base Document.

1. **First Stage of Pre-qualification.**

As part of its proposal, the bidder will include all the documents accrediting its pre-qualification to participate in the bidding and its qualifications to provide the goods or services required.

**Pre-qualification Criteria**

*(The basic criteria and evidence recognized by CABEI to comply with pre-qualification are presented below. The Borrower/Beneficiary may adjust the basic criteria. CABEI will be informed of and accept the adjustments recommended and fully justified by the Borrower/Beneficiary).*

**The Bidder that does not comply with all criteria will not pass the Technical Offer evaluation stage.**

| **Pre-qualification criteria 1: Capacity to be bound and contract.** | |
| --- | --- |
| **Evaluation** | **Evidence Presented** |
| Complies/Does not Comply | 1. Participation confirmation letter and submission of the proposal duly signed by the Bidder’s legal representative. (\*) (CP-1) (Irremediable mandatory document) |
| Complies/Does not Comply | 1. Certificate of incorporation duly registered in the competent public Registry. In the case of proposals presented by a consortium, the certificate of incorporation duly registered in the competent Public Registry of each one of the members of the consortium (\*) (Irremediable mandatory document) |
| Complies/Does not Comply | 1. Power of attorney of the person signing the proposal, (Irremediable mandatory document) (\*\*) |
| Complies/Does not Comply | 1. Copy of current identity card or similar identification document of the person signing the proposal. (\*) |
| Complies/Does not Comply | 1. PREC-1 form: Promise of consortium. In the event of awarding, a prior requisite to contracting is the presentation of the formalization of Consortium. (\*) (PREC-1) (*Applicable if proposal presented in consortium)* |
| Complies /  Not complies | 1. PREC-2 form: Sworn declaration before notary public of:    1. Not in call for creditors, bankruptcy or liquidation,    2. Not to be in judicial interdiction,    3. Have no conflict of interest as described in Sections II and III    4. Not on the CABEI Prohibited Counterpart List or other CABEI ineligibility list.    5. Not have been disqualified or declared by an entity as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI for that purpose    6. Not have been convicted by final judgment of crimes or sanctions related to Prohibited Practices by the competent authority, while the sanction is in force   In the case of bids submitted by a consortium, the sworn declaration of each of the members of the consortium will be required. |
| Complies /  Not complies / Not applicable | 1. PREC-3 form: Bid Security (Irremediable mandatory document, If applicable) |
| Complies /  Not complies | 1. Submission of PREC-5 form: Bidder´s Identification |
| Complies /  Not complies / Not applicable | 1. *Constancy of participating in the site visit, in the event of consortiums at least one of its members (In case it is mandatory)* |
| Complies /  Not complies / Not applicable | 1. *Constancy of participating in the approval meeting, in the event of consortiums at least one of its members (In case it is mandatory)* |

(\*) This documentation must be duly authenticated by a public notary

(\*\*) This documentation must be duly authenticated by a public notary and apostille in case it is authenticated abroad.

| **Pre-qualification Criteria 2: Ability to contract with CABEI** | | | |
| --- | --- | --- | --- |
| Requisite | **Evaluation** | | Required Documentation |
| **Sole entity** | **Consortium (\*)** |
| Bidder is not included in CABEI's Prohibited Counterparty list or other CABEI ineligibility list. | Complies/ Does not Comply | Complies/ Does not Comply | Form PREC-6 and search in the disabled, sanctioned or declared ineligible list in CABEI and in the organizations recognized by CABEI. |
| The bidder is not disqualified or declared ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI for that purpose. | Complies/ Does not Comply | Complies/ Does not Comply |

(\*) Every member of the consortium should comply with requisites.

| **Pre-qualification Criteria 3: Soundness of current financial situation** | | | |
| --- | --- | --- | --- |
| Requisite | **Evaluation** | | required documentation |
| **Sole entity** | **Consortium** |
| Average Liquidity rate  Equal or greater than \_\_\_\_\_\_:  Where: CL = AC/ PC  CL= Average Liquidity rate  AC = Average short-term Assets  PC = Average short-term Liabilities | Complies/ Does not Comply | Complies/ Does not Comply (\*) | Form PREC-4, with its respective annexes |
| Average Indebtedness rate  Equal or less than \_\_\_\_\_\_:  Where: CE = TP/ TA  CE = Average Indebtedness rate  TP = Average total liabilities  TA = Average total assets | Complies/ Does not Comply | Complies/ Does not Comply (\*) |
| Last evaluated year Work Capital (\*\*)  Greater or equal to US$\_\_\_\_\_\_\_\_\_:  Work Capital = CA+ LC- CL  Where  CA: Current Assets  CL: Current Liabilities  LC: Amount available in lines of credit issued by banking institutions | Complies/ Does not Comply | Complies/ Does not Comply (\*\*\*) | Form PREC-4, with its respective annexes  Constancy indicating the amount available on a bank line of credit, issued by a bank recognized by the Borrower/Beneficiary, which must indicate the amount available, no older than 30 days from the date of receipt of proposals. |

(\*) Each of the members of a consortium must meet the requirements.

(\*\*) An amount equal to or greater than the estimated flow of payments for a period of 4 - 6 months is recommended, considering a linear distribution of payments over the term of execution of the resulting contract.

(\*\*\*) The figures corresponding to each of the members of a consortium will be added together in order to determine whether the bidder complies with the requirement.

| **Pre-qualification Criterion 3: Other criteria that could be added if they are required by the Borrower/Beneficiary provided as long as they are compatible with CABEI Procurement Policies and Norms** | | | |
| --- | --- | --- | --- |
| Requisite | **Evaluation** | | Required Documentation |
| **Sole entity** | **Consortium** |
| *To be defined by the Borrower/Beneficiary* | Complies/ Does not Comply | Complies/ Does not Comply | *Other documents that does not contravene CABEIs Policy* |

1. **Second Evaluation Stage of the Technical Offer.**

*For the evaluation of the Technical Offer, the Executing Agency must define the necessary evaluation criteria to determine whether the Bidders adequately comply with the requisites of the goods/services to be acquired and the term for completing the provision of the required work. The following are the general aspects to be considered when defining the evaluation criteria that will be established in the Bidding Base Document.*

The evaluation criteria for the technical proposals shall be:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Evaluation** |
| 1. General Experience related to the process (TEC-1) | *Complies/Does not Comply* |
| 1. Compliance with technical specifications and delivery plans (TEC-2 and TEC-3) | *Complies/Does not Comply* |
| 1. Certification of the capacity to comply with the obligations of maintenance, repairs and storage of spare parts | *Complies/Does not Comply* |

**A Bidder that does not meet all the technical requirements, shall not pass to the stage of evaluation of the Economic Offer.**

| **Criteria 1: *General Experience related to the Bidding process (define the related activities to be considered as experience)*** | | | |
| --- | --- | --- | --- |
| **Requisite** | **Evaluation** | | **Documentation required** |
| **Sole entity** | **Consortium** (\*) |
| Minimum general experience in: (Detail the amount and the characteristics of supplied goods or services that are considered general experience) | Complies /  Does not comply | Complies /  Does not comply | TEC-1 Form with its respective annexes |

(\*) The numbers corresponding to each member of the consortium will add up to determine if the bidder complies with the requisite.

| **Criteria 2: Technical specification compliance and delivery plan** | | | | | |
| --- | --- | --- | --- | --- | --- |
| Article | Requisites | | Proposal | | Evaluation |
| Specification | Delivery date | Specification | Delivery Date |
| Lot 1 | | | | | |
|  |  |  |  |  | Complies /  Does not comply |
|  |  |  |  |  | Complies /  Does not comply |
|  |  |  |  |  | Complies /  Does not comply |
| Lot 2 | | | | | |
|  |  |  |  |  | Complies /  Does not comply |
|  |  |  |  |  | Complies /  Does not comply |
|  |  |  |  |  | Complies /  Does not comply |
| Lot 3 | | | | | |
|  |  |  |  |  | Complies /  Does not comply |
|  |  |  |  |  | Complies /  Does not comply |
|  |  |  |  |  | Complies /  Does not comply |

| **Criteria 3: Certification of the capacity to comply with the obligations of maintenance, repairs and storage of spare parts** | | |
| --- | --- | --- |
| **Requisite** | **Evaluation** | **Required Documents** |
| Certification of the capacity to comply with the obligations of maintenance, repairs and storage of spare parts. | Complies /  Does not comply | *in detail list including current availability and prices of spares, special tools* |

1. **Evaluation of the Economic Offer**

The Bidder must provide the data required in accordance with forms ECO-1 and ECO-2

The financial offer is evaluated based on the forms of Economic Offer and Estimated List of Quantities and Unit Prices.

*In case that separate prices for different lots (contracts) are quoted, and that multiple lots (contracts) can be awarded to a single Bidder, the methodology for determining the most convenient evaluated must be clearly defined in this section.*

Based on the Economic Offer Forms ECO-1 and ECO-2, the Executive Bidding Committee will only evaluate the pre-qualified proposals whose technical evaluation has complied with the established requisites.

When evaluating the Economic Offers, the Executive Bidding Committee will determine the reasonableness of the price and the price evaluated of each Offer, making arithmetical corrections in accordance with the provisions of Section II.

Once the Economic Offers have been reviewed and the arithmetical corrections, if any, have been confirmed by the Bidders, the proposals will be ordered according to the value of the economic offer and the most convenient proposal will be selected.

1. **The most convenient proposal**

The Executive Bidding Committee will recommend awarding the contract to the most convenient proposal, if it meets the following conditions:

1. Complies with all Pre-qualification requisites,
2. The Technical Offer meets the evaluation criterion
3. Presents the lowest Economic Offer
4. Not included in CABEI's Prohibited Counterparts list or other CABEI ineligibility list
5. It is not disqualified or declared ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI.

Section V Bidding Forms

**Pre-qualification**

**CP-1** Proposal Presentation Letter

**PREC - 1** Promise of Consortium *(Applies in case of proposals submitted by consortiums)*

**PREC - 2** Sworn Declaration

**PREC - 3** Bid Security

**PREC - 4** Financial Situation

**PREC - 5:** Bidder´s identification

**Technical Offer**

**TEC -1** General Experience

**TEC - 2** Technical specifications offered

**TEC - 3** Proposed Delivery Plan

**TEC - 4** Expected Sub-Contractors

**Economic Offer**

**ECO-1** Submission of Economic Offer

**ECO-2** Economic Offer

**CP-1 Participation Confirmation and Submission of Proposal Letter**

**Date:**

**National Public Bidding No.:**

Sirs

Executive Bidding Committee

Dear Sirs:

By means of this letter we confirm our decision to participate in the Bidding *“(title of Bidding in which he/she wishes to participate in*).”

Thus, we are sending our attached Proposal; it is valid for a period of \_\_ (days) \_\_ after the established deadline for receiving proposals. At the same time, we confirm our commitment to comply with our proposal in the event that our company **(complete name of Bidder**) receives the award and is contracted.

It is understood that the Pre-qualification documents, Technical Offer, Economic Offer and all the information that is attached to this proposal will be used by the Executive Bidding Committee to determine, at its judgment and discretion, the capacity to provide the goods or services required by the Bidding process.

We present our proposal in consortium with :( *insert a list with the complete names and addresses of each consortium member, indicating the consortium’s leading company or firm. If this does not apply, please erase these lines).*

We accept that any false information or omission in this application and/or its annexes may be grounds for disqualification of the proposal.

In the event that we are chosen as the contractor, we are committed to carrying out the proposed Execution Timetable and complying with everything requested in the Contract Clauses, in accordance to technical specifications, Bidding instructions and any clarification or modification issued for this project.

The Signatory of this document’s is duly authorized to sign for and on behalf of (*complete name of Bidder*) and securities the truth and accuracy of all the statements and documents included.

Dated on \_\_\_\_\_\_\_\_\_\_ Day\_\_\_\_\_ of Month of \_\_\_\_\_\_\_\_\_\_\_ of Year \_\_\_\_\_\_.

Name of Company or Consortium \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position of Signer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and signature of legal representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM PREC-1**

(*Applies in case of proposals submitted by consortium)*

**Promise of Consortium**

Sirs: Executive Bidding Committee of Process Nº *(indicate process name and number)*

Of our consideration:

We hereby declare the promise of consortium under the following conditions:

Name of Consortium: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Leading Company of Consortium\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of proposed legal representative of the Consortium: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Identified with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the companies that make up the consortium and their percentage share in this Bidding.

Company Participation (%)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total 100 %

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Representative (Company 1) Legal Representative (Company 2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Representative Appointed

*(Signatures of the legal representatives of the companies in consortium and Legal Representative appointed)*

**FORM PREC-2**

National Public Bidding No: (place the name and identification number of the Bidding)

I, *(Name of the person accredited in the Legal Representation)* \_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with identification document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my capacity as legal representative of (Name of the bidder according to PREC-6)\_\_\_\_\_\_\_,

I certify and declare the following:

1. That my client, its agents, its personnel, contractors, consultants, directors, officers or shareholders have no relationship, nor have been involved in activities related to money laundering and funding of terrorism;
2. It is not in call for creditors, bankruptcy or liquidation;
3. It is not in judicial interdiction;
4. No conflict of interest according to what was described in the Bidders Instructions and Bidding Data;
5. That my client, its agents, its personnel, contractors, consultants, directors, officers or shareholders are not included in the CABEI Counterparty Prohibited List or other CABEI ineligibility list;
6. That my client, its agents, its personnel, contractors, consultants, directors, officers or shareholders have not been disqualified or declared by an entity or authority as ineligible to obtain resources or award of Biddings financed by any other entity, while the sanction is in force;
7. That my client, its agents, its personnel, contractors, consultants, directors, officers or shareholders have not been found guilty of crimes or sanctions linked to Prohibited Practices by the competent authority.

I also authorize the corresponding Borrower / Beneficiary and the Central American Bank for Economic Integration (CABEI), to carry out the verifications it deems pertinent in order to corroborate the above mentioned with any search system or database from which the Borrower / Beneficiary or the CABEI disposes for such purposes, as well as with any competent authority deemed necessary.

Likewise, I certify and declare to know the origin of the funds of my client and I state that they do not come from any illicit activity.

Finally, and if applicable, I declare that the funds provided will be administered in accordance with best practices, transparency and integrity and will not be used for illicit activities at any time.

We further declare that immediate notice will be given to the Borrower / Beneficiary and the CABEI in case a change in the aforementioned conditions occurs at a later time.

We accept that the Borrower / Beneficiary will have the right to exclude us from this bidding process if the information provided in this Sworn declaration is false or if the change of condition occurs at a later time after the delivery of this Sworn declaration.

**Bidder:** *(Full name of the bidder)*

**Name:** *( Full name of the person signing)*

**Position:** *(of the signatory)*

**Signature***: (signature of the person whose name and title appear above).*

**Date***: (day, month and year in which the offer is signed)*

**FORM PREC-3**

**Bid Security**

**(Bank Type)**

*(Name of bank and address of issuing branch or office)*

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name and address),*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

No. of BID SECURITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *((indicate security number)*

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bidder*] *(hereinafter called "the Bidder")* has presented his/her proposal on *\_\_\_\_\_\_\_\_\_\_\_ [indicate date of Proposal submission]* (*hereinafter called* “Proposal”) for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[contract name]* under Bidding call number\_\_\_\_\_\_\_\_\_\_\_.

We also understand that, in accordance with your conditions, a Bid Security must support the Proposal.

At the request of the Bidder, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* through this Security irrevocably bind ourselves to pay you a sum or sums not exceeding a total amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in numbers]* (\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words]*upon receipt by our office of your first request in writing accompanied by a written communication stating that the Bidder is in breach of its obligations contracted under the terms of the proposal, because the Bidder

1. Has withdrawn the proposal during the period of validity specified by the Bidder in the Form of Participation Commitment Letter and submission of the Proposal; or

b) After notifying about the Bidding awarding, it does not sign or refuses to sign the Contract within the term established for signing or does not provide or refuses to provide the Performance Security, pursuant to the Instructions for Bidders.

This security will expire upon receipt in our office of copies of the Contract signed by the Bidder and the Performance Security issued to you by instructions of the Bidder; or in the event of not being the selected Bidder, when the first of the following events occurs: i) we receive a copy of your communication to the Bidder stating that it was not selected; or ii) thirty days have passed after the expiration of the Proposal.

Furthermore, any request of payment under this security must be received by this institution on or before the established deadline.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature (s))

**FORM PREC-3**

**Bid Security**

**(Bond type)**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No. of BID SECURITY: \_\_\_ *(indicate security identification number)*

For this security, (name of the bidder) hereinafter referred to as "The Bidder" and (name, legal denomination and address of the security company), authorized to conduct business in (country of the contracting party), in the capacity of Guarantor, hereinafter "The Guarantor" bind themselves and firmly commit themselves with (indicate the name of the Contractor) as the Claimant (hereinafter "the Contractor").

The amount of (*indicate the amount in figures*), (*indicate the amount in words*), to whose payment in legal form, in the types and proportions of currencies in which the price of the Security must be paid, we, the Contractor and the Guarantor aforementioned undertake and bind collectively and severally to our heirs, executors, administrators, successors and assigns to these terms. This security will have a validity of "x" calendar days counted from the date (*place the submission date of proposals*) until (*place the expiration date of the security*)

WHEREAS the Contractor has submitted to the Employer a Proposal on \_\_\_\_\_\_\_\_\_\_\_ (indicate the date of submission of the proposal) (hereinafter referred to as "the Proposal") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the contract) under the Call to Bid number \_\_\_\_\_\_\_\_\_\_\_.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor:

1. Has withdrawn the proposal during the period of validity specified by the Bidder in the Form of Participation Commitment Letter and submission of the Proposal; or

b) After notifying about the Bidding awarding, it does not sign or refuses to sign the Contract within the term established for signing or does not provide or refuses to provide the Performance Security, pursuant to the Instructions for Bidders.

This security will expire upon receipt in our office of copies of the Contract signed by the bidder; or in the event of not being the selected bidder, when the first of the following events occurs: i) we receive a copy of your communication to the bidder stating that it was not selected; or ii) the validity date has expired.

Furthermore, any request of payment under this security must be received by this institution on or before the established deadline.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature(s)

**FORM PREC-4**

Financial Situation

Information to be completed by each Bidder; in the event of a consortium, each member must fill out the information.

Legal name of Bidder: *(indicate full name)* Date: *(day, month, and year)*

Legal name of consortium member: *([indicate full name*)

Call to Bidding No.: *(indicate Bidding number)*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial information in US$** | **Historical Financial Information (in US$)** | | | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year...** | **Year *n*** | **Average** |
| **Information about the General Balance** | | | | | | |
| Total Assets (TA) |  |  |  |  |  |  |
| Total Liabilities (TP) |  |  |  |  |  |  |
| Net Equity (PN) |  |  |  |  |  |  |
| Short term Assets (AC) |  |  |  |  |  |  |
| Short term liabilities (PC) |  |  |  |  |  |  |

Copies of financial statements (balance sheets, including all related notes, and income statements) of the Bidder and each consortium member corresponding to exercises required must be attached; these must comply with the following conditions:

1. Historical financial statements must be audited by authorized independent auditors.
2. Historical financial statements must be complete, including all the financial statement notes.
3. Historical financial statements must correspond to already completed and audited accounting periods (we will not request or accept financial statements from partial periods).

**FORM PREC-5**

**Bidder´s Identification**

National Public Bidding No.:

Name of Bidder*: (enter full name)*

Date: *(indicate day, month and year)*

*The information contained in this form will be used during the evaluation process for the identification of the bidder, for which the information presented here should be consistent among others with the financial statements, contracting background, general and specific experience presented.*

*One of the options must be chosen according to the type of bidder,*

1. ***For Bidders presenting proposal on an individual basis:***

The proposal is presented as a bidder in an Individual way, with the following description:

Legal name of Bidder:*(indicate the legal name)*

Country where bidder is registered: *(Country where bidder is registered)*

1. ***For bidders presenting their proposal in Consortium:***

The proposal is presented as a bidder in a consortium, with the following description:

|  |  |
| --- | --- |
| **Legal name of each member of the Consortium** | **Country where registered** |
|  |  |
|  |  |
|  |  |

Email for notifications / Physical address:

**FORM TEC-1**

General Experience

Describe the detailed information of each of the contracts or provisions of goods / services either individually or as a member of a consortium.

Legal Name of Bidder: *(indicate full name)* Date*: (indicate day, month and year)*

Legal Name of Consortium member: *(indicate full name)*

(Identify contracts that demonstrate continuous operation)

| **Start**  **Month/**  **year** | **End**  **Month/**  **year** | **Years\*** | **Contract Identification** | **Bidder’s Function** |
| --- | --- | --- | --- | --- |
| *[indicate month/*  *year]* | *[indicate month/*  *year]* | *[indicate number of years]* | Name of the Contract: *(indicate full name*)  Brief description of scope: *(briefly describe the contract’s objective)*  Name of Contractor/buyer:(indicate full name)  Address: (*indicate street/number/city/country)* | *(indicate Bidder’s function)* |
|  |  |  |  |  |
|  |  |  |  |  |

\* Indicate calendar years in the years with contracting activities, beginning with the year when activities began.

\*\* The information provided herein must be completed for each of the experiences presented and must be supported by a copy of complete satisfaction of the goods and services received; this copy must be issued by the contractor.

FORMU TEC-2

Technical Specifications Offered

Lot No. 1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Article | Requirements | | Proposal | |
|  | Specification | Delivery Time Period | Specification | Delivery Time Period |
|  |  |  |  |  |
|  |  |  |  |  |

Lot No. 2

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Article | Requirements | | Proposal | |
|  | Specification | Delivery Time Period | Specification | Delivery Time Period |
|  |  |  |  |  |
|  |  |  |  |  |

Lot No. 3

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Requirements | | Proposal | |
| Article | Specification | Delivery Time Period | Specification | Delivery Time Period |
|  |  |  |  |  |
|  |  |  |  |  |

*It will be required to be accompanied by evidence of the specifications offered, which may be in the form of printed literature, drawings or data, and must include a detailed description of the essential technical and operational characteristics of each article.*

**FORM TEC-3**

**Plan of Proposed Deliveries**

**WORK PLAN (GANTT DIAGRAM)**

*Must show the articles to be delivered and the respective lots*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Article** | **Months** | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| N |  |  |  |  |  |  |  |  |  |  |  |  |

**Bidder:** *(indicate full name of bidder***)**

**Name:** *(indicate el full name of the person signing the bid)*

**Position: (***of the Signer)*

**Signature***: (signature of the bidder)*

**Date: (***day, month and year of bid signing)*

**FORM TEC-4**

**Expected Sub-Contractors**

In the event of sub-contracts, the bidder must fill out the following form and attach the following information for each sub-contractor:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of**  **Sub-Contractor** | **Sections to be sub-contracted** | **Physical, phone and email address of the sub-contractor** | **Percentage to be Sub-contracted** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Sub-Contractor**

**Name:** *(indicate full name of the sub-contractor representative)*

**Signature***: (signature of person whose name and position are indicated above)*

**Bidder***:*

**Name:** *(indicate full name of the person signing the proposal)*

**Position***: (of the Signer)*

**Signature:** *(signature of the person signing the proposal)*

**Date:** *(day, month and year of proposal signing)*

**FORM ECO-1**

**Submission of Economic Offer**

Date: \_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_

Sirs *(name of Executing Agency and/or Borrower/Beneficiary)*

*Project Name and Bidding Number*

In accordance with the documents received to present the offer for the Project *(indicate Bidding name),* we (company / consortium):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ offer to carry out the execution *of the goods/services (define the proposal’s objective)* through a contract type *(indicate contract mode),* for a closed total sum of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Write amount in letters and numbers)* US Dollars.

Our offer will remain in effect for *(indicate number of days)* calendar days from the date of submission of the proposal.

In the event of being selected as the contractor of *the work and/or supply of goods (define in each process),* we commit ourselves to develop the proposed Execution Schedule and comply with all the scopes requested in the clauses of the contract, according to the technical requirements of the executing agency, plans, studies, instructions of this Bidding and any clarification or addition issued for this project.

We commit ourselves to presenting the securities established in the Base Bidding Document within the time period and under the terms required.

We understand and accept that the Contractor is not obligated to accept the lowest offer or any offer they may receive.

Sincerely,

**Bidder***: (indicate full name of the bidder)*

**Name:** *(indicate full name of the person signing the proposal)*

**Position***: (of the Signer)*

**Signature***: (signature of person whose name and position are indicated above)*

**Date:** *(day, month and year of proposal signing)*

**FORM ECO- 2**

**Economic Offer**

**Estimated List of Quantities**

The economic offer must reflect the total budget estimated by the bidder, indicating the lots in case the bidding so establishes it.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot No.** | **Article** | **Unit Price** | ***Quantity*** | **Total** |
|  |  |  |  |  |
|  |  |  |  |  |
| TOTAL | |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot No.** | **Article** | **Unit Price** | ***Quantity*** | **Total** |
|  |  |  |  |  |
|  |  |  |  |  |
| TOTAL | |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot No.** | **Article** | **Unit Price** | ***Quantity*** | **Total** |
|  |  |  |  |  |
|  |  |  |  |  |
| TOTAL | |  |  |  |

Section VI Technical Specifications

The purpose of the Technical Specifications is to define the technical characteristics of the required goods and services.

The Technical Specifications will be prepared considering:

1. They constitute the points of reference against which the technical fulfillment of the offers can be verified.
2. It must be verified that all goods and materials to be incorporated in the goods are new and unused.
3. The best practices will be used; examples of similar satisfactory procurement specifications in the same country or sector could provide concrete basis for drafting the Technical Specifications
4. They should be sufficiently expansive to avoid restrictions with respect to manufacturing, materials and equipment generally used in the manufacturing of similar goods.
5. The quality norms for equipment, materials and manufacturing specified in the Bidding Documents must not be restrictive.
6. Whenever possible international quality norms must be specified.
7. References to brands, catalog numbers or other details that limit the materials or articles to a particular manufacturer must be avoided. When such descriptions are inevitable, they must always be followed by expressions, such as “or substantially equivalent” or “at least equivalent.”
8. When references made to other norms or rules regarding particular practices, these shall only be acceptable if they are followed by a statement indicating that these norms issued by recognized authorities that ensure that the quality will be at least substantially equal.
9. Requirements shall be described in detail, regarding at least the following:
10. Quality norms of the materials and manufacturing for the production and manufacturing of the Goods.
11. Detailed list or required tests (type and number).
12. Other Related additional work and/or Services required achieving the delivery or total compliance.
13. Detailed activities that must be complied with by the supplier and subsequent participation of the Buyer.
14. Detailed list of the operational co-signers covered by the Security and the settlement specifications for damages; applicable in case that the co-signers fail to comply.
15. All essential technical and operational characteristics and requisites must be specified, including the maximum or minimum values acceptable or security, as the case may be.
16. The Borrower/Beneficiary must include Form TEC-3, where the Supplier will provide detailed information about such technical or operational characteristics with regard to the acceptable or security values.
17. When the Bidder is required to provide in its bid a part or all of the Technical Specifications, timetables or other technical information, the Borrower/Beneficiary must specify the nature and scope of the required information in a detailed fashion and the form in which it must be presented by the Bidder in its offer.
18. A summary of the Technical Specifications must be provided by the Borrower/ Beneficiary in the following table.

Lot No. 1

|  |  |  |  |
| --- | --- | --- | --- |
| Article | Specification | Quantity | Delivery Time Period |
|  |  |  |  |
|  |  |  |  |

Lot No. 2

|  |  |  |  |
| --- | --- | --- | --- |
| Article | Specification | Quantity | Delivery Time Period |
|  |  |  |  |
|  |  |  |  |

Lot No. 3

|  |  |  |  |
| --- | --- | --- | --- |
| Article | Specification | Quantity | Delivery Time Period |
|  |  |  |  |
|  |  |  |  |

[Plans :](#_Toc118098752)

Complementary Information :

Section VII Contract Format

*The contract will be defined by the Borrower/Beneficiary pursuant to National Law, and include at least the following:*

1. *General conditions*
2. *Definitions*
3. *Order of precedence of documents*
4. *Resolution of controversies through arbitration primarily and without prejudice to other alternatives contemplated in the national laws of the countries*
5. *Fortuitous event or force majeure*
6. *Modification and rescission of the contract*
7. *Modifications, changes, extra jobs and particular situations*
8. *Termination of contracts*
9. *Termination of contracts for prohibited practices*
10. *Obligations*
11. *Obligations of the contractor and the employer*
12. *Insurance, securities or guarantees*
13. *Payments*
14. *Contract price (Sum raised or with possibility of increase)*
15. *Advance payment, bonuses, indemnities and fines*
16. *Currency, method of payment and applicable withholdings*
17. *Integrity Clause*

*With content related to prohibited practices, declarations and obligations of contractors (counterparts), etc., contained in the loan agreement with CABEI*

1. *Annexes*
2. *Contractor proposal*
3. *Technical specifications*

1. Complaint Mechanisms for reporting available in: [www.bcie.org](http://www.bcie.org). [↑](#footnote-ref-2)
2. Refers to the unrestricted access of CABEI or its duly authorized representatives to visit or inspect offices or physical facilities used in connection with procurement processes or projects financed from CABEI's own funds or administered by CABEI. In addition, the conduct of interviews and access to physical and digital files related to such procurement processes, projects or operations, with all necessary collaboration and assistance for the proper execution of the planned activities, at the discretion of CABEI. [↑](#footnote-ref-3)