

TERMS OF REFERENCE

EVENT N ° 01-2020

EXCEPTIONAL NEGOTIATION OF PRICES AND ACQUISITION OF A BATCH OF PERSONAL PROTECTION SUITS THROUGH THE NEGOCIACIÓN CONJUNTA COMISCA® WITHIN THE FRAMEWORK OF THE REGIONAL CONTINGENCY PLAN ORIENTED TO COMPLEMENT THE NATIONAL EFFORTS FOR THE PREVENTION, CONTAINMENT AND TREATMENT OF COVID-19 QUICKLY SPREADING DISEASES

San Salvador, July 10, 2020

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I. PRESENTATION

The Executive Secretariat of the Council of Ministers of Health of Central America and the Dominican Republic, hereinafter SE-COMISCA, issues the present document which has as its main objective to establish the Terms of Reference that are mandatory to develop the **Event No. 01 - 2020 EXCEPTIONAL NEGOTIATION OF PRICES AND ACQUISITION OF A BATCH OF PERSONAL PROTECTION SUITS** through **Negociación Conjunta COMISCA®** within the framework of the **Regional Contingency Plan aimed at complementing national efforts for the prevention, containment and treatment of COVID-19 and other rapidly spreading diseases.**

Faced with the threat of COVID-19, the Declaration of the Heads of State and Government of Belize, Costa Rica, Guatemala, Honduras, Nicaragua, Panama and the Dominican Republic issued on March 12, 2020, recommended in number 6: " Use the Joint Negotiation within the framework of SICA "COMISCA" for the purchase of medicines and medical devices for the prevention, containment and treatment of COVID-19 and other rapidly spreading diseases within the framework of the actions and measures of the Regional Contingency Plan . "

Likewise, in Resolution COMISCA 02-2020 on the approval of the Regional Contingency Plan aimed at complementing national efforts for the prevention, containment and treatment of COVID-19 and other rapidly spreading diseases, dated March 19th, 2020.

In compliance with the declaration of the Heads of State of Central America and the Dominican Republic, Resolution COMISCA 02-2020, and based on the provisions of Article 56 of the COMISCA 02-2017 Regulation for Negociación Conjunta

COMISCA® for medicines, medical devices and other goods of health interest for the Member States of SICA, hereinafter the Negociación Conjunta COMISCA® Regulation, the execution of the "**Exceptional Negotiations**" is authorized through the Negociación Conjunta COMISCA® in cases of emergencies, that in accordance with the provisions of the Meeting of Presidents or the COMISCA may authorize price negotiations for drugs, medical devices or other goods of health interest, which are not prequalified or are not in the harmonized list, **in which case the preparation of the technical specifications, legal and technical administrative evaluation and price negotiation of the good(s) will be carried out expeditiously**, in accordance with the procedures established by the SE-COMISCA to carry out price negotiations.

Likewise, by means of Agreement COMISCA 01-2020 dated April 4th, 2020, the Executive Secretary of COMISCA has been authorized to negotiate prices and purchase of medicines, medical devices or other goods of health interest for SICA Member States on an exceptional basis, or when funds received at the regional level from international cooperation or donations that define their use are required.

The exceptional price negotiation events will be based on the list of goods that have been prioritized by the Health Institutions of the SICA Member States that have submitted their needs estimates to be part of the regional consolidated to be included in this term of reference. The prices awarded as a result of this exceptional price negotiation event will be used to make the purchase effective.

The present process called **EVENT No. 01 - 2020 EXCEPTIONAL PRICE NEGOTIATION AND ACQUISITION OF A BATCH OF PERSONAL PROTECTION SUITS through the** Negociación Conjunta COMISCA® will be carried out by a price comparison of the participating bidding companies with the goods detailed in Annex

I. Bids must comply with the technical specifications and all the requirements defined for the evaluation of quality, safety and efficiency.

The coordination of this process will be under the responsibility of SE-COMISCA from the City of San Salvador, Republic of El Salvador, headquarters of the General Secretary of the Central American Integration System (SG-SICA).

II. LEGAL FRAMEWORK

- Tegucigalpa Protocol to the Charter of the Organization of Central American States (ODECA). Amendment to the Tegucigalpa Protocol to the Charter of the Organization of Central American States (ODECA).
- Rules of Procedure for the Adoption of Decisions by SICA
- Central American Social Integration Treaty (TISCA).
- Declaration of Heads of State and Government of the countries of Central America and the Dominican Republic, March 25th, 2009.
- COMISCA Regulation 02-2017 Regulation for Negociación Conjunta COMISCA® of medicines, medical devices and other goods of health interest for SICA Member States, approved on December 5th, 2017.
- Declaration of the Heads of State and Government of Belize, Costa Rica, Guatemala, Honduras, Nicaragua, Panama and the Dominican Republic, dated March 12th, 2020.
- Resolution COMISCA 02-2020 on the approval of the Regional Contingency Plan aimed at complementing national efforts for the prevention, containment and treatment of COVID-19 and other rapidly spreading diseases, adopted on March 19th, 2020.
- Resolution COMISCA 03-2020 on the implementation of SICA's Regional Contingency Plan COVID-19, adopted on April 4th, 2020.

- Agreement COMISCA 01 - 2020 Regarding the temporary empowerment of the Executive Secretary of COMISCA to adopt, jointly with the SG-SICA, the procedures and urgent actions to manage international cooperation and use funds for the purchase of medicines, medical devices and other goods of health interest for the prevention, containment and treatment of COVID-19 through the mechanism of Negociación Conjunta COMISCA®, adopted on April 4th, 2020.
- Policies for the Acquisition of Goods and Works Financed by the Inter-American Development Bank, GN-2349-15, in force as of January 2020.
- Procurement and Contracting Handbook of the Central American Social Integration Secretariat (SISCA), October 2017.

III. PROHIBITED PRACTICES¹

The Bank requires all Borrowers (including grant recipients), executing agencies and Purchasing agencies including members of their staff, as well as all firms, entities or individuals participating in Bank-financed activities or acting as bidders, suppliers of goods, contractors, consultants, subcontractors, subconsultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, whether express or implied), among others, to observe the highest ethical standards and to report to the Bank any act suspected of constituting a Prohibited Practice of which they are aware or of which they are informed, during the selection process and the negotiation or execution of a contract. The Prohibited Practices are as follows: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices and (vi) misappropriation. The Bank has established mechanisms for the reporting of alleged Prohibited Practices. Any complaint should be referred to the Bank's Office of Institutional Integrity (OII) for proper investigation. The Bank has adopted procedures to sanction those who have committed Prohibited Practices. The Bank has also entered into a mutual recognition agreement with other International Financial Institutions (IFIs) for debarment decisions.

¹ Information on how to report the alleged commission of Prohibited Practices, the rules applicable to the investigation and sanction process, and the agreement governing the reciprocal recognition of sanctions between institutions is provided on the Bank's virtual website (www.iadb.org/integridad). international financials.

(a) For the purposes of this provision, the definitions of Prohibited Practices are as follows:

(i) A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party;

(ii) A fraudulent practice is any act or omission, including the misrepresentation of facts and circumstances, that willfully or recklessly deceives, or attempts to deceive, any party to obtain a financial or other benefit or to avoid an obligation;

(iii) A coercive practice consists of harming or causing damage, or threatening to harm or cause damage, directly or indirectly, to any party or its property in order to improperly influence the actions of a party;

(iv) A collusive practice is an agreement between two or more parties made with the intention of achieving an improper purpose, including improperly influencing the actions of another party;

(v) An obstructive practice consists of:

(i) destroying, falsifying, altering or concealing evidence relevant to an IDB Investigation Group, or making false statements to investigators with the intent to impede an IDB Group investigation;

(ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters that are material to an IDB Group investigation or from proceeding with the investigation; or

(iii) acts intended to prevent the exercise of the IDB Group's contractual rights of audit and inspection under subparagraph (f) below, or its rights of access to information;

(iv) Misappropriation is the use of IDB Group funds or resources for an improper purpose or an unauthorized purpose, committed intentionally or with major negligence.

(b) If it is determined, in accordance with the Bank's Penalties Procedures, that Borrowers (including grant recipients), executing agencies and Purchasing agencies including members of their staff, any firm, entity or individual participating in a Bank-financed activity or acting as, inter alia, bidders, suppliers contractors, consultants, staff members, subcontractors, subconsultants, suppliers of goods or services, licensees, (including their respective officers, employees and representatives or agents, whether express or implied) has committed a Prohibited Practice at any stage of the award or performance of a contract, the Bank may:

(i) not finance any proposal for the award of a contract for the procurement of goods or services, the contracting of works, or consulting services;

- (ii) suspend disbursements for the operation if it is determined, at any stage, that an employee, agency or representative of the Borrower, Executing Agency or Purchasing Agency has committed a Prohibited Practice;
- (iii) declare a contract ineligible for Bank financing and cancel and/or accelerate the payment of a portion of the loan or grant unambiguously related to a contract, where there is evidence that the Borrower's representative, or Beneficiary of a grant, has failed to take appropriate corrective action (including, inter alia, adequate notification to the Bank after becoming aware of the Prohibited Practice fee) within a period of time deemed reasonable by the Bank;
- (iv) issue a warning to the firm, entity or individual in the form of an official letter of censure for their conduct;
- (v) declare a firm, entity or individual ineligible, either permanently or for a specified period of time, for participation in and/or award of additional contracts financed with IDB Group resources;
- (vi) impose such other penalties as it deems appropriate, including, but not limited to, restitution of funds and fines equivalent to reimbursement of costs associated with investigations and proceedings under the Penalties Procedures. Such penalties may be imposed in addition to or in lieu of the penalties referred to above (the "above" penalties are a warning and disqualification/ineligibility);
- (vii) extend the penalties imposed to any individual, entity or firm that directly or indirectly owns or controls a penalized entity, is owned or controlled by a penalized party or is commonly owned or controlled by a penalized party, as well as to the officers, employees, affiliates or agents of a penalized party that also own a penalized entity and/or exercise control over a penalized entity even if those parties have not been found to have directly engaged in a Prohibited Practice;
- (viii) refer the matter to the relevant national law enforcement authorities.

(c) The provisions of subparagraphs (i) and (ii) of paragraph (b) shall also apply in cases where parties have been temporarily declared ineligible for the award of new contracts pending a final decision in a sanction proceeding, or other resolution.

(d) The imposition of any final measure taken by the Bank in accordance with the provisions referred to above shall be of a public nature.

(e) Based on the Mutual Recognition Agreement of Disqualification Decisions signed with other International Financial Institutions (IFIs), any firm, entity or individual participating in an activity financed by the Bank or acting as a bidder, supplier of goods, contractor, consultant,

staff member, subcontractor, sub-consultants, service providers, licensees, staff of Borrowers (including grant recipients), executing or contracting agencies (including their respective officers, employees and representatives or agents, whether their powers are express or implied), among others, may be subject to a penalty. For the purposes of this paragraph, the term "sanction" includes any permanent disqualification, imposition of conditions for participation in future contracts, or public action in response to a violation of an IFI's existing framework for resolving complaints of prohibited practices.

(f) The Bank requires that bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, officers or employees, subcontractors, subconsultants, service providers and their representatives or agents, and licensees allow the Bank to review accounts, records and other documents related to bid submission and contract compliance, and to have them audited by auditors appointed by the Bank. Any bidder, offeror, proposer, applicant, supplier of goods and its representative or agent, contractor, consultant, staff member, subcontractor, subconsultant, service provider and licensee shall fully assist the Bank in its investigation. The Bank also requires that bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, subconsultants, service providers and licensees: (i) retain all documents and records related to Bank-financed activities for a period of seven (7) years after completion of the work under the respective contract; and (ii) submit any documents necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees or agents of bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, subcontractors, subconsultants, service providers and licensees who have knowledge that the activities have been financed by the Bank, are available to respond to inquiries related to the investigation from Bank personnel or any duly designated investigator, agent, auditor, or consultant. If the bidders, offerors, proponents, applicants, supplier of goods and their representative or agent, contractor, consultant, staff member, subcontractor, subconsultant, service provider or licensee refuses to cooperate or fails to comply with the Bank's requirement, or otherwise obstructs the investigation the Bank, at its discretion, may take appropriate action against bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, subconsultants, service providers, or licensees.

(g) When a Provider purchases goods, services other than consulting services, works or consulting services directly from a specialized agency, all provisions relating to Prohibited Practices, and related sanctions, shall apply in full to bidders, offerors, bidders, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, subconsultants, service providers, licensees (including their respective officers, employees and representatives or agents, whether express or implied), or any other entity that has entered into contracts with such specialized agency for the provision of goods, works or services other than consulting services in connection with activities financed by the Bank. The Bank reserves the right to oblige the Borrower to avail itself of remedies such as suspension or termination. Specialized agencies should consult the list of firms and individuals declared temporarily or permanently ineligible by the Bank. In the event that a specialized agency enters into a contract or purchase order with a firm or individual declared ineligible by the Bank, the Bank will not finance the related costs and will take such action as it deems appropriate.

IV. INSTRUCTIONS TO BIDDERS

- **Object of the present process:**

The purpose of this process is **EXCEPTIONAL PRICE NEGOTIATION AND PURCHASE OF A BATCH OF PERSONAL PROTECTION SUITS** in accordance with the technical specifications described in subsection 2.2. 3 of Stage 2 and will be carried out in accordance with the provisions of these Terms of Reference (TOR) defined by the SE-COMISCA, through a price comparison of the bidding companies, promoting open and public competition among them, in order to obtain the most favorable price that allows the acquisition of the requested goods.

The economic offer presented should consider a CIF price that includes the cost of the good, transportation and insurance paid to the customs of the requesting country detailed in annex VII.

- **General Conditions:**

The bidding companies, whether they are manufacturers or distributors of the goods included in this process, will be called the BIDDERS, and must comply with the following general conditions:

a) The personal protection suits detailed in Annex I are the object of this process with a delivery time of **no more than 30 calendar days after the signing of the contractual documents.**

b) In these Documents "day" means calendar day.

c) In accordance with the provisions of Article 43 of the Regulations for the Negociación Conjunta COMISCA®, which refers to the detail of the quantities requested for the price negotiation, a regional purchase pool will be established for each one of the goods subjects to this process. The consolidated is the sum of the individual estimated quantities defined by each health institution to be acquired immediately within the framework of the COVID-19 pandemic contingency.

Annex I details the amounts to be negotiated, which will be the basis for the presentation of economic offers by the bidders, who must consider one hundred percent (100%) or in its absence no less than eighty (80%) of the amount requested, the offer must have a validity period of no less than forty-five (45) days from the deadline for submission.

d) Representatives of the participating Health Institutions may participate as observers in this process.

e) The expenses incurred by the BIDDER for the preparation and presentation of the documents that accompany the economic offer shall be covered at its own risk, for which reason neither the coordinating institution nor the requesting institutions shall recognize any amount of money, nor make any reimbursement of any kind for such concept.

- f) The documentation submitted, as part of the offer, for this process must be valid at the moment of its receipt, with no less than three months before its expiration date otherwise the document will be considered as not acceptable at the moment of the evaluation by SE-COMISCA.
- g) SE-COMISCA may, when it considers it convenient and necessary, verify the authenticity of the documents submitted and the veracity of the information contained therein. In the event that these documents are found to be false, they will be eliminated from the evaluation process.
- h) SE-COMISCA reserves the right not to consider at any stage of this process any product whose marketing authorization is suspended due to health alerts issued by any of the reference regulatory authorities or reports of quality failures.
- i) The SE-COMISCA, with the support of the Price Group (GP), will define a regional reference price (US dollars) that will be used in the comparison of the economic offers of the goods detailed in Annex V
- j) The price negotiation event ends with the notification of award to the bidder that presents the best economic offer, acquiring the status of supplier, for the respective contracting process.
- k) Due to the exceptional nature of the process, no appeal shall be allowed against the award of the goods detailed in Annex I, and the results shall be declared firm from the moment the corresponding award document is signed.
- l) The form of contracting shall be by contract or Purchase Order to be concluded. The reference contract according to Annex VIII shall be based on the model used for **Event N° 01-2020 of EXCEPTIONAL NEGOTIATION OF PRICES AND PURCHASE OF A BATCH OF PERSONAL PROTECTION SUITS for Negociación Conjunta COMISCA®** within the framework of the Regional Contingency Plan aimed at complementing national efforts for the prevention, containment and treatment of the COVID-19 and other rapidly spreading diseases.

- m) The award price obtained for each good in this process will be valid until October 31st, 2020, which will be recorded in the respective award act. From the date of the award, the goods awarded may be supplied immediately or within a period not exceeding 30 calendar days after the signing of the contractual documents.
- n) For contracts with delivery points in Belize, Honduras and Nicaragua, as well as for El Salvador, after the goods have been received, a copy of the record of receipt shall be sent to SE-COMISCA to the full satisfaction of the goods received.
- o) The costs of the nationalization process of the goods acquired in this process will be covered by SE-COMISCA.
- p) In accordance with the provisions in section Roman number IV of the COMISCA 01 - 2020 Agreement, SE-COMISCA, at the request of a Health Institution that was not part of the regional price negotiation consolidated, may incorporate the new amounts, so that it may use the negotiated price for contracting purposes, after notifying SE-COMISCA and the awarded company of the adherence to these purchase amounts.

- **Description of the Process:**

This process will be developed according to the stages described below:

Stage 1: Publication of the Terms of Reference

SE-COMISCA will publish the Terms of Reference (TOR) for manufacturing and distribution companies interested in participating in this process. This will be done by sending a letter of invitation to the companies identified and to the general public through publication on the <https://www.sica.int/comisca/> portal, their institutional social media, and on the websites of the Ministries of Health, Secretaries of Health

and Social Security Institutions of the participating countries and others that SE-COMISCA may decide.

1.1. Consultations and clarifications.

The consultations or doubts related to the aspects contained in these terms of reference may be made with a deadline of **July 14 2020 until 17:00 (GMT -6)**, by making use of Annex VI; they will be answered by SE-COMISCA at the following e-mail address: negociacionconjunta@comisca.net; **SE-COMISCA has a period of no more than 2 working days to respond to the consultations.**

By the mere circumstance of submitting the bid, the bidding company will be attended to as being aware of these terms of reference and technical specifications required, and therefore it may not subsequently invoke in its favor any errors it may have incurred in formulating the bid, or doubt or ignorance of these terms of reference and the Negociación Conjunta COMISCA® regulations.

Stage 2: Bid Submission

The information must be presented in digital form for each of the items offered. Written in Spanish or English (if it is in a different language, submit a translation), you must offer 100% or otherwise not less than 80% of the amount requested in Annex I.

The digital file must contain the information requested for the content of the requirements of the technical and economic offer, must be sent to the emails negociacionconjunta@comisca.net with a copy to secomisca@sica.int on the date established in these terms of reference. The offer will not be taken into account if it is delivered after the day and time set for its reception.

2.1. Presentation of the offer: date and method of presentation.

All bidders must present the offer proposal complying with all the established requirements, required documents and technical specifications, only those items that meet the requested technical requirements will be considered for the economic evaluation phase.

The offer must be sent electronically to the email negociacionconjunta@comisca.net with a copy to secomisca@sica.int no later than July 22, 2020 until 17:00 (GMT - 6), after this period, no It will be accepted being out of the present process.

All scanned files must be submitted in **two folders**:

- **Folder One: all the documents must be scanned into a single file**, which must contain an index detailing the name of the document and the page number to which the documents submitted correspond.
- **Folder Two:** this must contain two subfolders, one with the **Economic Offer and the other with the Technical Offer Documentation, each with the documents scanned individually.**

For digital files, the maximum limit is 10MB. If they are larger, they must be separated into several files until the entire content of the document to be submitted is completed. Scanned files larger than 10MB will not be received.

2.2 Content of the economic offer

2.2.1. Administrative-legal requirements for the submission of the bid.

The submission of administrative-legal requirements must be attached:

2.2.1.1 A notarized note signed by the legal representative and/or attorney of the bidding company expressing the following of (Annex II Presentation of the Offer)

- a. List of the goods with which they will participate in this process, detailing the description of the goods according to Annex I, trade name of the article offered, country of origin, quantity and delivery time offered.
- b. Declare having read and agree with the compliance of these Terms of Reference and the Negociación Conjunta COMISCA® Regulations.
- c. State that if the company is awarded it will comply with the following:
 - i. Guarantee compliance with the technical specifications of the goods requested in Annex I.
 - ii. Availability of immediate delivery or within a period of no more than 30 calendar days of the quantities requested, after signing the contractual documentation.
 - iii. Logistical capacity for the delivery of the awarded goods in the SICA member States listed in annex VII.

2.2.1.2 Content of the documents regarding the legal status of the bidder

1. In the case of an individual person:

- i. General information: name, address of residence, telephone numbers, e-mail address.
 - ii. Photocopy of identity card or legible photocopy of passport, identifying the document number, nationality, date of issue and expiry. It can also be sent by scan or e-mail
 - iii. Photocopy of tax identification number.
2. In the case of a legal representative.
- i. Documents which prove their legal existence, such as deeds of incorporation and/or amendments thereto, company tax identification number, transfer tax payer registration card, etc.
 - ii. Documents that certify their legal representation, such as credentials, power of attorney, valid identity card of the legal representative.
 - iii. Affidavit (See model in Annex IX)

2.2.1.3 Economic offer

Present the economic offer according to Annex V Economic offer format, which must be presented individually as follows:

- 1. Quantity requested of 12,421 suits in the name of SISCA/COMISCA/BID-COVID19**
- 2. Requested quantity of 1,400 suits in the name of SG-SICA/Turkey**

The economic offer shall consider a **CIF price in United States dollars, expressed with three decimals; including the cost of the goods,**

transportation and insurance paid to the customs of the country of the requesting institution in accordance with Annex VII.

- a) Period of validity of the bid: **Bids shall be valid for no less than forty-five (45) days from the deadline for submission of bids.**
- b) Correction of errors: Bids shall be checked and, if they contain arithmetical errors, they shall be corrected as follows:
 - i. When there is a discrepancy between the amounts indicated in figures and words, those indicated in words shall prevail.
 - ii. When there is a discrepancy between the unit price and the total amount obtained by multiplying the unit price by the number of units requested, the unit price offered shall prevail, unless an evident error is identified in the expression of the decimal place in the unit price, in which case the total amount offered for the good shall prevail and the unit price shall be corrected.

2.2.2 Technical Requirements

The presentation of the technical bid must include the following:

- 2.2.2.1 Presentation of the technical offer in accordance with Annex IV Technical offer format.
- 2.2.2.2 Present a catalogue with a photograph or image of the offered good that allows the evaluation of its components and accessories, including a color image enlarged to 150%.

2.2.3 Technical specifications and documentary requirements applicable to the goods included in the PERSONAL PROTECTION SUITS BATCH detailed in Annex I:

Items	Description	Specification	Technical requirement to be assessed
1	SIZE M PERSONAL PROTECTION SUIT	PROTECTION SUIT COMPOSED OF A GARMENT (OVERALL TYPE) WITH FRONT ZIPPER, BOOTS, ELASTIC WRIST AND INTEGRATED HOOD WITH OR WITHOUT VISORS ON THE FACE, OLEFIN MATERIAL, MEDIUM SIZE, INDIVIDUAL PACKAGING, DISPOSABLE.	<ul style="list-style-type: none"> • Document evidencing the Batch number of the product offered. • ISO 16604 Certificate or Biological Protection Certificate approved according to UNE-EN 14126:2004.
2	SIZE L PERSONAL PROTECTION SUIT	PROTECTION SUIT COMPOSED OF A GARMENT (OVERALL TYPE) WITH FRONT ZIPPER, BOOTS, ELASTIC WRIST AND INTEGRATED HOOD WITH OR WITHOUT VISORS ON THE FACE, OLEFIN MATERIAL, LARGE SIZE, INDIVIDUAL PACKAGING, DISPOSABLE.	<ul style="list-style-type: none"> • Document evidencing the Batch number of the product offered. • ISO 16604 Certificate or Biological Protection Certificate approved according to UNE-EN 14126:2004.
3	SIZE XL PERSONAL PROTECTION SUIT	PROTECTION SUIT COMPOSED OF A GARMENT (OVERALL TYPE) WITH FRONT ZIPPER, BOOTS, ELASTIC WRIST AND INTEGRATED HOOD WITH OR WITHOUT VISORS ON THE FACE, OLEFIN MATERIAL, EXTRA LARGE SIZE, INDIVIDUAL PACKAGING, DISPOSABLE.	<ul style="list-style-type: none"> • Document evidencing the Batch number of the product offered. • ISO 16604 Certificate or Biological Protection Certificate approved according to UNE-EN 14126:2004.
4	SIZE XXL PERSONAL PROTECTION SUIT	PROTECTION SUIT COMPOSED OF A GARMENT (OVERALL TYPE) WITH FRONT ZIPPER, BOOTS, ELASTIC WRIST AND INTEGRATED HOOD WITH OR WITHOUT VISORS ON THE FACE, OLEFIN MATERIAL, EXTRA EXTRA-LARGE SIZE, INDIVIDUAL DISPOSABLE PACKAGING, DISPOSABLE.	<ul style="list-style-type: none"> • Document evidencing the Batch number of the product offered. • ISO 16604 Certificate or Biological Protection Certificate approved according to UNE-EN 14126:2004.

Stage 3: Process of evaluating the bids of the ordered goods

The evaluation of the bids submitted by the bidding companies shall be under the responsibility of the Evaluation Groups appointed by COMISCA's Executive Secretary pursuant to Article 29 of the Negociación Conjunta COMISCA® Regulations.

3.1. Formation of the Evaluation Groups for the process of evaluation of bids.

The specific task of reviewing and evaluating the documentation will be in charge of the Evaluation Groups, which are made up of professionals who work at SE-COMISCA.

The following conditions are established as the profile to be met by SE-COMISCA officials who will be part of the evaluation groups according to the following criteria:

Legal Administrative Offer Evaluation Group (GEOALE)

- i. A professional in the administrative area of SE-COMISCA with extensive experience in medical supply procurement processes.
- ii. Preferably with work experience in conducting procurement processes at the national level and international purchases made by SE-COMISCA.

Technical Offer Evaluation Group (GEOT)

SE-COMISCA Health Professional with knowledge in Epidemiology, Microbiology and Universal Biosafety Measures in infectious diseases and occupational accidents, experience that will be applied in the evaluation of the documentary requirements presented in the technical offer of the Personal Protective Suits defined in Annex I.

Note: Delegates from Health Institutions may participate in the exceptional price negotiation event, after notifying SE-COMISCA, who will have the power to act as observers in the bid evaluation process.

3.2. Process for evaluating offers of the goods requested

This process will be carried out through a mechanism of price comparison of the economic offers presented by the bidders, promoting an open and public competition among the participating companies, in order to obtain the most favorable price that allows the acquisition of the requested goods.

For each one of the goods requested in Annex I, an analysis table will be prepared in which each bidder will be compared in compliance with the technical requirements, delivery times, delivery capacity of the quantity requested and the economic offer presented.

3.2.1 Evaluation criteria

The evaluation groups will score each of the bids submitted, applying the weightings of each category according to the following detail:

<i>Criterion</i>	<i>SCORE</i>
1. COMPLIANCE WITH SPECIFICATIONS AND TECHNICAL REQUIREMENTS	40%
2. DELIVERY TIME	15%
3. CAPABILITY TO DELIVER REQUESTED QUANTITY	10%
4. ECONOMIC OFFER	35%
TOTAL PERCENTAGE	100%

The following criteria will be applied to the evaluation of each category of the bids submitted:

- **For the technical specifications and requirements**, 40% will be allocated for those offers that comply with all the requirements requested and 0% in the case of non-compliance.

- **For the delivery time**, 15% will be assigned for those that offer to deliver within 1 day to 30 days, 10% equal to 30 days and 5% for those of more than 30 days.
- **For the delivery capacity** of the requested goods, 10% for those who offer the total amount requested in a single delivery and 5% for those who offer more than one delivery of the requested amount.
- **For the economic offer** with the CIF price of the good, which includes the cost of freight and insurance until the customs of the requesting country; 35% will be assigned to the lowest price with respect to the established reference price, 30% equal to the reference price and 15% if the price offered exceeds the reference price.

For the recommendation for the award of each of the articles offered one of the following modalities:

- The award shall be made to the total amount requested the company to an offerer who reaches the highest weighting of the evaluation and the capacity of the delivery of the 100% of what was requested.
- Partial Award to several companies as none of them have the capacity to delivery of the 100 per cent of the amount requested, assigned by order of priority of prices offered, the company that offered the greatest amount at the lowest price, until completing proportionately the 100% of the need requested by each of the countries.
- Proportional allocation of the total amount requested in those cases in which the companies achieve equal weighting in the evaluation of bids.
- Award in equal parts of the total quantity requested in those cases where the companies achieve an equal weighting in the evaluation of the bids submitted.

Stage 4: Award.

- 4.1. The evaluation will be considered closed with the evaluation report prepared by the evaluation group that will be submitted to the Executive Secretary of COMISCA for the process of awarding the requested goods.
- 4.2. The Executive Secretary of COMISCA, based on the recommendation of the awarding of the evaluation groups, will proceed to sign the awarding act in which the commercial name, quantity, price and name of the awarded company will be detailed.
- 4.3. Subsequently, the Executive Secretary of COMISCA will send a copy of the minutes of award of this process to the legal representative of the awarded company, which details that the price of the award will be valid until October 31, 2020. During this same period of time, SE-COMISCA may request the awarded company to include new purchase quantities that may be requested by other health institutions in the SICA Region.
- 4.4. SE-COMISCA will notify the awarded company of the respective contracting process.

V. SOURCE OF FINANCING

The resources for the payment of inputs for **Event No. 01 - 2020 EXCEPTIONAL PRICE NEGOTIATIONS AND PURCHASE OF A BATCH OF PERSONAL PROTECTION SUITS**, are provided under the Non-Refundable Regional Technical Cooperation Agreement No. ATN/JF-17990-RG Project "Support for the Council of Ministers of Health of Central America and the Dominican Republic (COMISCA) for COVID-19 activities", with the Inter-American Development Bank (IDB); and funds from the Republic of Turkey.

VI. FORM OF PAYMENT

For the awarded companies that offer credit for the payment of the awarded goods, the payment will be made 15 days after the delivery to the satisfaction of the goods, or it will be made in two payments according to the following detail:

Payment method	%	Payment date
1. Down payment	50%	Fifteen (15) days after signing the contract
2. Complement	50%	Complement 50% No later than Fifteen (15) days after delivery of the goods to satisfaction

Payment will be made in U.S. dollars and taxes; transfer costs and benefits will be covered by the contracted bidder.

All individual persons or legal representatives shall be subject to the current tax laws established in the country of origin.

VII. TERM AND TIME OF DELIVERY OF THE GOODS AWARDED

The maximum delivery time for the awarded Personal Protective Suits will be 30 days after the signing of the contractual documents.

The places of delivery of the awarded goods are detailed in Annex VII. The process of nationalization and delivery to health institutions will be under the responsibility of SE-COMISCA, and a logistics operator must be hired in each country of destination.

At the moment of reception, health institutions will apply their institutional procedures to verify the conformity of the goods received, and must issue a receipt of goods to the satisfaction of SE-COMISCA for payment purposes.

VIII. INVOICING OF THE SUPPLY

The supply must be invoiced by means of a Final Consumer's Invoice, in the name stipulated in the respective contractual document. Payments shall be made by bank transfer.

IX. ECONOMIC PENALTIES

Does not apply.

X. TERMINATION OF THE CONTRACT

The Service may be terminated for the following reasons:

- a) By common agreement between the parties, without liability at any time and without expression of cause, giving the other party prior written notice within fifteen (15) calendar days;
- b) At the request of one of the parties, for reasons of major force duly justified and accepted by the other.
- c) The Contractor reserves the right to terminate the contract without liability on its own initiative in the following cases:
 - If the Contractor fails to comply with any obligation under this contract
 - If, in the opinion of the Contractor, the Goods are defective or do not conform to the Technical Specifications awarded.

- d) Due to unforeseen circumstances that make it impossible or impractical to obtain the Goods under contract, the Employer shall give the Employer fifteen (15) calendar days' notice prior to the termination of the contract.
- e) Whenever the Contractor fails to comply with any of its obligations without just cause, provided that the Contractor communicates its objections in writing to the Contractor and the Contractor does not take the necessary steps to remedy the situation within fifteen (15) working days.
- f) In all such cases, the Employer undertakes to reimburse the Contractor for any reasonable expenses already incurred, provided that it is proven to be in compliance with the Contract.

XI. MAJOR FORCE OR UNFORESEEN CIRCUMSTANCES

The only circumstances that will be accepted as constituting a unforeseen event or major force, and therefore excluding or modifying the responsibility of the contracted or bidders in the fulfillment of the obligations, are unforeseen events that cannot be resisted, such as shipwreck, earthquake, capture of enemies, strike, etc., and the bidders are required to verify the date and the event or events constituting force major or a fortuitous event, in accordance with the laws of El Salvador and before the corresponding authorities of this country.

XII. THE GUARANTEES

SECURITY GUARANTEE FOR GOOD INVESTMENT IN ADVANCE

In the event that down payment is granted for the initial execution of the service, the contractor, in order to guarantee the correct use of the funds, must present a Good Investment Guarantee of the advance payment for 100% of the amount advanced, which will be effective from the date of the Start of the Contract and until the reception

process is carried out to the full satisfaction of the payment process in accordance with the form of payment established in the contract.

This Guarantee shall be effective if it is proven that the resources received by the Contractor as an advance payment have been directed to other destinations different from those established in the contract documents.

The guarantee of good investment of advance payment will only apply to those companies that request payment by means of advance and complementary payment.

XIII. UNFORESEEN SITUATIONS

What is not provided for in these terms of reference is governed by the provisions of the Regulations for Negociación Conjunta COMISCA® or of the Policies for the Acquisition of Goods and Works Financed by the Inter-American Development Bank (GN-2349-15) and the handbook of Acquisitions and Contracting of the Central American Social Integration Secretariat (SISCA), as applicable.

ANNEXES

ANNEX I. PRODUCT LIST FOR EVENT NO. 01 - 2020

EXCEPTIONAL PRICE NEGOTIATION AND PURCHASE OF A BATCH OF PERSONAL PROTECTION SUITS.

CONSOLIDATED DETAIL OF QUANTITIES REQUESTED:

Description		Measure Unit	Total Amount	IDB Funds	Turkey Funds
<i>Batch of personal protective suits in different sizes (M, L, XL, and XXL)</i>		<i>Each</i>	13,821	12,421	1,400
Items	<i>Detail by size</i>	Measure Unit	<i>Quantity by size</i>	IDB Funds	Turkey Funds
1	<i>Personal Protective Suit Size M</i>	<i>Each</i>	4,100	3,400	700
2	<i>Personal Protective Suit Size L</i>	<i>Each</i>	6,071	5,371	700
3	<i>Personal Protective Suit Size XL</i>	<i>Each</i>	2,700	2,700	0
4	<i>Personal Protective Suit Size XXL</i>	<i>Each</i>	950	950	0

ANNEX II. BID SUBMISSION

Place and Date: -----

For the attention of the public,
Secretary of the Council of Ministers of
Central American Health
SE-COMISCA

We, the undersigned, declare that:

We have examined these Terms of Reference for **EVENT N° 01-2020 EXCEPTIONAL PRICE NEGOTIATIONS AND PURCHASE OF THE BATCH OF PERSONAL PROTECTION SUITS THROUGH** Negociación Conjunta COMISCA® UNDER THE REGIONAL CONTINGENCY PLAN AIMED AT COMPLEMENTING NATIONAL PREVENTION EFFORTS, CONTENT AND TREATMENT OF COVID-19 AND OTHER QUICKLY PROPAGATED DISEASES, as well as the Regulation 02-2017 of Negociación Conjunta COMISCA® and we have no reservations to present the required documents, therefore we offer to provide the goods in the quantity, quality and technical characteristics requested in these terms of reference (numeral 2. 2.2 Technical Specifications, Annex I Requested quantity) and we commit ourselves to supply these goods: indicate a brief description of the goods];----- comply with the request

The company I represent is capable of delivering the goods within the time limit stated in our offer.

The CIF price offered is _____ (number and letters) with a total amount of: _____.

We undertake to maintain our bid for a period of _____ (__) days from the date of submission of bids, and to sign the Contract in case we are awarded the contract.

We, the undersigned, including all Subcontractors or suppliers required to perform any part of the Contract, have nationality _____ [insert nationality of Bidder, including nationality of all members comprising the Bidder, if Bidder is a Joint Venture or Consortium, and nationality of each Subcontractor and supplier]. We declare as an affidavit that: (i) we have no conflict of interest.

We also undertake that within the selection process (and in the event of being awarded) the contract, to observe the laws on Prohibited Practices including bribery, applicable in the client's country.

We know, accept and submit freely and voluntarily to comply with the provisions of the

We understand that this offer, together with your written acceptance included in the notification of award, will constitute an obligation until the contract is signed,

We know and accept that SE-COMISCA reserves the right to award the contract, cancel the process, reject all offers or declare the process deserted if it is in the interests of the health institutions, without this giving rise to any responsibility.

For all purposes we indicate as legal address in (.....Address).

City,

Signature and stamp of the bidder
(Legal Representative or Delegate)

ANNEX III. COMPANY INFORMATION

For the attention of the public,
Secretariat for Central American Social Integration
SISCA

The undersigned Legal Representative of, identified with Identity Document No., **DECLARES UNDER OATH** that the following information of my represented is subject to the truth:

Name or Company Name					
Legal Address					
Type and number of personal identity document		Telephone		E-mail	

Legal Representative Information:

<p>Legal Representative Information:</p> <p>Information of the Bidder's authorized representative:</p> <p>Name: [insert name of authorized representative]</p> <p>Address: [insert address of authorized representative]</p> <p>Telephone numbers: [indicate telephone and facsimile numbers of authorized representative]</p> <p>E-mail address: [insert e-mail address of authorized representative]</p>
--

Place and date

Signature and stamp of the bidder
(Legal Representative or Proxy)

ANNEX IV. TECHNICAL SPECIFICATIONS OF THE PRODUCT OFFERED TEMPLATE

Exceptional Price Negotiation Event No. _____

Name of the offeror company (Name or Company name):

Bid submission date: _____ (Month/Day/ Year)

Items	Item Description	Technical specification of the product offered	Detail of technical documents submitted.
1	<i>PERSONAL PROTECTIVE SUIT M</i>		
2	<i>PERSONAL PROTECTIVE SUIT L</i>		
3	<i>PERSONAL PROTECTIVE SUIT XL</i>		
4	<i>PERSONAL PROTECTIVE SUIT XXL</i>		

Please Attach:

1. Catalogue with photo in normal size and magnified 150%.
2. Technical documentation required

Name, signature and stamp of the offerer

ANNEX V. FINANCIAL OFFER TEMPLATE

Presentation of Business Proposal

Exceptional Price Negotiation Event No. _____

Name of the bidding company (Name or Company name): _____

Bid submission date: _____ (Month/Day/Year)


Item	Description	Trade name	Date of Maturity	UM	Quantity offered	Unit Price US\$	Amount in US\$	Country of origin	Timeframe for delivery

Total amount of the offer in letters: **XXXXXXXX XXXXX 00/100 UNITED STATES DOLLARS**

Comments:

Bidder's name, signature and seal

ANNEX VI. FORM FOR QUERIES AND CLARIFICATIONS

 <p>SECRETARÍA EJECUTIVA COMISCA CONSEJO DE MINISTROS DE SALUD DE CENTROAMÉRICA Y REPÚBLICA DOMINICANA</p>		 <p>SICA Sistema de la Integración Centroamericana</p>		<p>EXCEPTIONAL EVENT OF NEGOTIATION OF PRICES - Negociación Conjunta COMISCA®</p>	
Form for consultation and clarification					
Date:			Inquiry No.		
Company:					
Reference: Numeral Page Section					
Questions, comments, clarification					
Name of legal representative			Signature		

ANNEX VII. LIST OF PLACES FOR DELIVERY OF THE GOODS AWARDED

Description		Unit of measure	Total quantity	
Batch of personal protective suits in different sizes (IDB funds)		<i>Each</i>	12,421	
<i>Items</i>	<i>Description</i>	<i>UM</i>	<i>Quantity Requested</i>	<i>Delivery point</i>
1	Personal protective suit Size M	<i>EACH</i>	1,850	<i>Philip SW Goldson International Airport</i>
2	Personal protective suit Size L	<i>EACH</i>	1,850	<i>Philip SW Goldson International Airport</i>
1	Personal protective suit Size M	<i>EACH</i>	1,550	<i>Philip SW Goldson International Airport</i>
2	Personal protective suit Size L	<i>EACH</i>	1,521	<i>Philip SW Goldson International Airport</i>
3	Personal protective suit Size XL	<i>EACH</i>	700	<i>Philip SW Goldson International Airport</i>
2	Personal protective suit Size L	<i>EACH</i>	2,000	<i>Toncontín International Airport</i>
3	Personal protective suit Size XL	<i>EACH</i>	2,000	<i>Toncontín International Airport</i>
4	Personal protective suit Size XXL	<i>EACH</i>	950	<i>Toncontín International Airport</i>

Description		Unit of Measure	Total quantity	
Batch of personal protective suits in different sizes (SG-SICA Funds/Turkey)		<i>EACH</i>	1,400	
<i>Items</i>	<i>Description</i>	<i>UM</i>	<i>Quantity Requested</i>	<i>Delivery point</i>
1	Personal protective suit Size M	<i>EACH</i>	700	<i>El Salvador International Airport San Óscar Arnulfo Romero y Galdámez</i>
2	Personal protective suit Size L	<i>EACH</i>	700	<i>El Salvador International Airport San Óscar Arnulfo Romero y Galdámez</i>

ANNEX VIII. CONTRACT TEMPLATE

SALES CONTRACT No. 00X/2020

“PURCHASE OF A BATCH OF PERSONAL PROTECTIVE SUIT”

WE: From one party, **Alfredo Suárez Mieses**, Dominican, of legal age, Doctor in Political Science and International Relations, who identifies himself through his SR series diplomatic passport number zero two two six six five zero, issued on August 5th, two thousand sixteen, in the Dominican Republic, residing in Panama City, Republic of Panama, acting on behalf and representing the Secretariat for Central American Social Integration (SISCA), in his capacity as Secretary General, in accordance with Articles Thirteen and Fourteen of the Central American Social Integration Treaty (TISCA), and Resolution number Five of the LXIV Meeting of the Council of Ministers of Social Integration (CIS) held in the City of Tegucigalpa, Honduras, on March 3rd, two thousand sixteen, by which he was appointed Secretary General of the Secretariat for Central American Social Integration as of April 1st, two thousand sixteen, and who shall hereinafter be referred to as "The Contracting Party" or "**SISCA**"; and on the other hand, [supplier information] and who shall hereinafter be referred to as "**THE VENDOR**", and in the said characters **WE DECLARE:** That we have agreed to grant and do grant this Purchase and Sale Agreement. In this document, the following terms shall be interpreted as follows: a) Contract: is the agreement signed between the Central American Social Integration Secretariat (SISCA) and [Supplier]; in accordance with the offer, in exchange for the due and full compliance of its obligations set forth in this instrument; b) Contract Price: is the price payable to [Supplier] in accordance with the provisions of its economic offer; c) Service Rendering: is the service that [Supplier] will provide; in accordance with the technical specifications detailed in its offer. This Contract is subject to the following obligations, conditions, covenants and waivers:

FIRST. OBJECTIVE OF THE CONTRACT: The VENDOR commits to provide in favor and satisfaction of SISCA, "**ACQUISITION OF PERSONAL PROTECTION SUITS**" according to the specifications detailed in the submitted Proposal.

SECOND. TERM: The term of this contract is for a period of thirty calendar days, which may be extended by mutual agreement between the parties, in accordance with the provisions of the eleventh clause of this instrument and, unless it is terminated by the SISCA before its expiration, as stipulated in the tenth clause of it, it shall continue in force until the SISCA has received to satisfaction the services requested.

THIRD. PRICE AND METHOD OF PAYMENT: The amount of the contract is the total sum **[Value in letters] 00/100 UNITED STATES DOLLARS (US\$ [value in numbers])**; charged to the SISCA/BID-COVID19 funds, according to the following detail:

Items	Description	Amount	Unit Price (USD\$)	Total Amount (USD\$)
1	PERSONAL PROTECTIVE SUIT M			
2	PERSONAL PROTECTIVE SUIT L			
3	PERSONAL PROTECTIVE SUIT XL			
4	PERSONAL PROTECTIVE SUIT XXL			
Total:				

The amount of this contract will be paid as follows:

- a) 50% Fifteen (15) business days after the signing of the contract.
- b) 50% no later than Fifteen (15) business days after the delivery of the goods to the satisfaction of the client; and upon presentation of the collection receipts, which shall be issued in the name of **SISCA/SE-COMISCA/BID-COVID19**.

If payment is made by wire transfer, it will be the responsibility of The VENDOR to absorb the transfer costs charged by the issuing bank and the transfer costs charged by the receiving bank and/or the intermediary bank, if any.

FOURTH. VENDOR'S LEGAL STATUS: The Vendor is an Independent Supplier of SISCA. Consequently, the Buyer does not have any labor dependency with the Central American Social Integration Secretariat (SISCA); and its rights and obligations are strictly limited to those stipulated in the offer and conditions of the Contract. The institution does not have any additional responsibilities to those expressly stated in this Contract.

SISCA is an organ of the Central American Integration System with headquarters in San Salvador, according to article 29 of the Tegucigalpa Protocol, which is not a tax withholding agent, according to the Diario Oficial (newspaper), Volume No.390, article 4, paragraph d, of the Agreement between SISCA and the government of El Salvador, dated July 19, 2010 (published in Diario Oficial on February 3rd, 2011); therefore, it is the sole responsibility of The Vendor to pay its respective taxes.

FIFTH. FOLLOW-UP TO THE SERVICE REQUESTED: For the purpose of following up the compliance of the provisions of this contract, it will be under the responsibility of the Executive Secretary of COMISCA.

SIXTH. PROHIBITIONS: It is expressly prohibited for the Vendor to transfer or assign in any way the rights and obligations arising from this contract.

SEVENTH. PROHIBITED PRACTICES²

The Bank requires all Borrowers (including grant recipients), executing agencies and Purchasing agencies including members of their staff, as well as all firms, entities or individuals participating in Bank-financed activities or acting as bidders, suppliers of goods, contractors, consultants, subcontractors, subconsultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, whether express or implied), among others, to observe the highest ethical standards and to report to the Bank any act suspected of constituting a Prohibited Practice of which they are aware or of which they are informed, during the selection process and the negotiation or execution of a contract. The Prohibited Practices are as follows: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices and (vi) misappropriation. The Bank has established mechanisms for the reporting of alleged Prohibited Practices. Any complaint should be referred to the Bank's Office of Institutional Integrity (OII) for proper investigation. The Bank has adopted procedures to sanction those who have committed Prohibited Practices. The Bank has also entered into a mutual recognition agreement with other International Financial Institutions (IFIs) for debarment decisions.

(a) (For the purposes of this provision, the definitions of Prohibited Practices are as follows:

(i) A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party;

(ii) A fraudulent practice is any act or omission, including the misrepresentation of facts and circumstances, that willfully or recklessly deceives, or attempts to deceive, any party to obtain a financial or other benefit or to avoid an obligation;

(iii) A coercive practice is one of prejudicing or causing injury, or threatening to prejudice or cause injury, directly or indirectly, to any party or its property in order to improperly influence the actions of a party;

(iv) A collusive practice is an agreement between two or more parties made with the intention of achieving an improper purpose, including improperly influencing the actions of another party;

(v) An obstructive practice consists of:

(i) destroying, falsifying, altering or concealing evidence relevant to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;

² Information on how to report the alleged commission of Prohibited Practices, the rules applicable to the investigation and sanction process, and the agreement governing the reciprocal recognition of sanctions between institutions is provided on the Bank's virtual website (www.iadb.org/integridad). international financials.

- (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters that are material to an IDB Group investigation or from proceeding with the investigation; or
- (iii) acts performed for the purpose of preventing the exercise of the IDB Group's contractual rights of audit and inspection as set out in subparagraph (f) below, or its rights of access to information;
- (iv) Misappropriation is the use of IDB Group funds or resources for an improper purpose or an unauthorized purpose, committed intentionally or with major negligence.

(b) If it is determined, in accordance with the Bank's Sanctions Procedures, that Borrowers (including grant recipients), executing agencies and Purchasing agencies including members of their staff, any firm, entity or individual participating in a Bank-financed activity or acting as, inter alia, bidders, suppliers contractors, consultants, staff members, subcontractors, subconsultants, suppliers of goods or services, licensees, (including their respective officers, employees and representatives or agents, whether express or implied) has committed a Prohibited Practice at any stage of the award or performance of a contract, the Bank may:

- (i) not finance any proposal for the award of a contract for the procurement of goods or services, the contracting of works, or consulting services;
- (ii) withhold disbursements from the operation if it is determined, at any stage, that an employee, agency or representative of the Borrower, Executing Agency or Purchasing Agency has engaged in a Prohibited Practice;
- (iii) declare a contract ineligible for Bank financing and cancel and/or accelerate the payment of a portion of the loan or grant unambiguously related to a contract, where there is evidence that the Borrower's representative, or Beneficiary of a grant, has failed to take appropriate corrective action (including, inter alia, adequate notification to the Bank after becoming aware of the Prohibited Practice fee) within a period of time deemed reasonable by the Bank;
- (iv) issuing a warning to the firm, entity or individual in the form of an official letter of censure for their conduct;
- (v) declare a firm, entity or individual ineligible, either permanently or for a specified period of time, for participation in and/or award of additional contracts financed with IDB Group resources;
- (vi) impose other penalties as it may deem appropriate, including restitution of funds and fines equivalent to reimbursement of costs associated with investigations and proceedings under the Sanctions Procedures. Such sanctions may be imposed in addition to or in lieu of the sanctions referred to above" (the "above" sanctions are a warning and disqualification/ineligibility);
- (vii) issue penalties to any individual, entity or firm that directly or indirectly owns or controls a sanctioned entity, is owned or controlled by a sanctioned party or is commonly owned or controlled by a sanctioned party, as well as to officers, employees, affiliates or agents of a sanctioned party that also own a sanctioned

- entity and/or exercise control over a sanctioned entity even if those parties have not been found to have directly engaged in a Prohibited Practice;
- (viii) refer the matter to the relevant national law enforcement authorities.

(c) The provisions of subsections (i) and (ii) of section (b) shall also apply in cases where the parties have been temporarily declared ineligible for the award of new contracts pending a final decision in a sanction proceeding, or other resolution.

(d) The imposition of any final measure taken by the Bank in accordance with the provisions referred to above shall be of a public nature.

(e) Based on the Mutual Recognition Agreement of Disqualification Decisions signed with other International Financial Institutions (IFIs), any firm, entity or individual participating in an activity financed by the Bank or acting as a bidder, supplier of goods, contractor, consultant, staff member, subcontractor, sub-consultants, service providers, licensees, staff of Grantees (including grant recipients), executing or contracting agencies (including their respective officers, employees and representatives or agents, whether their powers are express or implied), among others, may be subject to a penalty. For the purposes of this paragraph, the term "sanction" includes any permanent disqualification, imposition of conditions for participation in future contracts, or public action in response to a violation of an IFI's existing framework for resolving complaints of prohibited practices.

(f) The Bank requires that bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, officers or employees, subcontractors, subconsultants, service providers and their representatives or agents, and licensees permit the Bank to review accounts, records and other documents relating to the submission of proposals and the performance of the contract, and to have them audited by auditors appointed by the Bank. Any bidder, offeror, proposer, applicant, supplier of goods and its representative or agent, contractor, consultant, staff member, subcontractor, subconsultant, service provider and licensee shall fully assist the Bank in its investigation. The Bank also requires that bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, subconsultants, service providers and licensees: (i) retain all documents and records related to Bank-financed activities for a period of seven (7) years after completion of the work under the respective contract; and (ii) submit any documents necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees or agents of bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, subcontractors, subconsultants, service providers and licensees who have knowledge that the activities have been financed by the Bank, are available to respond to inquiries related to the investigation from Bank personnel or any duly designated investigator, agent, auditor, or consultant. If the bidders, offerors, proponents, applicants, supplier of goods and their representative or agent, contractor, consultant, staff member, subcontractor, subconsultant, service provider or

licensee refuses to cooperate or fails to comply with the Bank's requirement, or otherwise obstructs the investigation the Bank, at its discretion, may take appropriate action against bidders, offerors, proponents, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, subconsultants, service providers, or licensees.

(g) When a Provider purchases goods, services other than consulting services, works or consulting services directly from a specialized agency, all provisions relating to Prohibited Practices, and related sanctions, shall apply in full to bidders, offerors, bidders, applicants, suppliers of goods and their representatives or agents, contractors, consultants, staff members, subcontractors, subconsultants, service providers, licensees (including their respective officers, employees and representatives or agents, whether express or implied), or any other entity that has entered into contracts with such specialized agency for the provision of goods, works or services other than consulting services in connection with activities financed by the Bank. The Bank reserves the right to oblige the Borrower to avail itself of solutions such as suspension or termination. Specialized agencies should consult the list of firms and individuals declared temporarily or permanently ineligible by the Bank. In the event that a specialized agency enters into a contract or purchase order with a firm or individual declared ineligible by the Bank, the Bank will not finance the related costs and will take such action as it deems appropriate.

EIGHTH. VENDOR'S OBLIGATIONS: The Vendor accepts and undertakes especially to: a) provide the Buyer, upon its request, any additional or complementary information related to the provisions of this Contract, without such event increasing the amount of the agreed fees; b) make clarifications and additions that the Buyer deems necessary in the products established in this Contract; c) comply with the obligations and responsibilities derived from the offer of services and the provisions of the Terms of Reference; d) collaborate so that the Buyer achieves the objectives of the Contract.

NINTH. SPECIAL OBLIGATIONS OF THE BUYER: The Buyer accepts and undertakes to: a) ensure that the Vendor has access to and obtains in a timely manner the necessary basic information available to it to fulfil its obligations under the Contract and the quotation submitted and other contractual documents; and b) pay for the services provided in the manner stipulated in the Contract.

TENTH. CONTRACT TERMINATION: The contract may be terminated for the following reasons: a) By common agreement between the parties; b) At the request of one of the parties, for reasons of force majeure duly justified and accepted by the other; c) The Buyer reserves the right to terminate the contract without liability, on its own initiative, in the following cases: 1) If the Vendor fails to comply with any obligation under this Contract; 2) If in the opinion of the Buyer, the Vendor provides its services in a deficient manner; 3) Due to unforeseen causes that make it impossible or impractical to obtain the contracted services, for which the Buyer shall give notice to the Vendor seven (7) calendar days prior to the termination of the Contract, and shall acknowledge the Vendor's fees until the day of

termination. In all such cases, the Buyer agrees to reimburse the Vendor for reasonable expenses already incurred, provided that it is proven to be in compliance with the Contract.

ELEVENTH. MODIFICATION, EXTENSION AND EXTRA TIME: This Contract may be modified, extended or prolonged, by mutual agreement between the Parties, by means of a written request approved by SISCA. In this case, the Purchaser shall issue the corresponding amendment or addendum, a legal instrument that shall form an integral part of this Contract.

TWELFTH. CASE OF MAJOR FORCE: For the purposes of this Contract, "unforeseen event or major force" shall mean an event that is beyond the control of one of the Parties, which makes the fulfillment of the contractual obligations impossible or impractical due to the circumstances surrounding it. This includes, but is not limited to, war, riots, civil disturbance, earthquakes, fires, explosions, floods or other adverse weather conditions, strikes, lockouts or other similar actions or events. Acts of God or force majeure relieve the Parties from liability for the performance of their obligations, provided that this is not a direct consequence of their obligations and that the Parties are not in default. Whenever a fortuitous event or force majeure occurs, the time limits for the performance of the obligations concerned shall be extended for a period equal to that of the fortuitous event or force majeure. Upon the occurrence of an unforeseen event or force majeure, the affected Party shall notify the other Party in writing of such circumstance within five (5) working days following the occurrence of the event, expressing the reasons for it. Such notification shall be confirmed with evidence duly endorsed by the corresponding official authorities and shall constitute the justification for the drafting of the corresponding amendment or addendum to this legal instrument. If the fortuitous case or force majeure lasts uninterruptedly for more than one month, both Parties shall renegotiate the terms of execution of the present Contract. If the subsequent execution of the Contract becomes impossible as a result of the fortuitous event or force majeure that occurred, or if it continues for more than two uninterrupted months, both Parties shall be entitled to terminate the present Contract, without prejudice to the rights and obligations acquired, prior to the termination of the same. It is expressly understood that, in this case, each Party shall comply with those obligations arising from the present Contract that are not hindered by the occurrence of the fortuitous event or force majeure; therefore, neither of the Contracting Parties shall have the right to demand any compensation for damages or lost profits of any kind as a consequence of the occurrence of the fortuitous event or force majeure, unless the other Party is in default.

THIRTEENTH. CONFIDENTIALITY AND ETHICS: The Vendor, undertakes to carry out the tasks assigned, according to the highest standards of ethical competence and professional integrity, taking due consideration of the nature and purpose of the services assigned. The Vendor shall not communicate to any person, government or other entity outside the SISCA, unpublished information that has been made known to him by reason of the performance of their duties under this Agreement, unless required by their work or prior authorization of the SISCA. This provision shall remain in force after the expiration or termination of this Contract. All information to which the Vendor has access in the course of the execution of this Agreement, either as input of this Agreement, or contained in the products to be

delivered, shall be kept under the strictest confidentiality, and the Vendor undertakes not to disclose it directly or by third parties, for which purpose the Vendor undertakes in particular to: i) Protect the information in an appropriate manner and in a confidential manner; ii) use the confidential information only to fulfill its obligations under this Agreement; iii) reproduce the confidential information only to the extent required to fulfill its obligations under this Agreement. Failure to comply with the above shall result in immediate termination of the Contract, without any liability to the Purchaser, subject to deduction of any applicable liability. SCSA, reserves the right to instruct the Vendor on the information that will be considered confidential.

FOURTEENTH. CONFLICT SOLUTION: The Parties shall make every effort to reach an amicable solution, as a result of any dispute that may arise, regarding, among other things, the interpretation, implementation, breach or disagreement of this Contract, for which they shall have a maximum period of ten (10) calendar days, counting from the receipt in writing by one of them of the request for an amicable solution, submitted by the other Party, unless, by mutual agreement, they agree to extend this period. After this period has expired without the dispute having been settled amicably, it may be submitted to mediation by a third party chosen by mutual agreement between the Parties. If the Parties do not reach an agreement on the mediator or on the outcome, the dispute shall be referred to arbitration under the form of arbitrators at law (Lawyers), under the following conditions (a) the number of arbitrators shall be three, each Party shall appoint one and the third shall be appointed by the two arbitrators appointed by the Parties; (b) the fees of the arbitrators and the expenses that may be incurred in the course of the arbitration shall be assumed by the Parties in equal proportions, but the expenses, costs and fees of lawyers and experts shall be assumed by each Party; (c) the arbitration award shall be final and valid by a simple majority; (d) the arbitration sessions and hearings shall be held in San Salvador, Republic of El Salvador, and the language to be used shall be Spanish; and, (e) the ordinary jurisdiction of the national courts shall be subject only to the judicial enforcement of the resulting arbitration award.

This Agreement has been read and the content and obligations contracted since its subscription are known, understood and approved by each of the Contracting Parties.

IN WITNESS WHEREOF they have signed it in the City of Panama, Republic of Panama, on [date], in two originals, equally valid.

Alfredo Suárez Mieses
SISCA
The Buyer

[Name of Legal Representative]
[Company name]
The Vendor

ANNEX IX. AFFIDAVIT TEMPLATE

In the City of _____, at _____ on the _____ day of the year two thousand and nineteen. I _____, of _____ years of age, of profession _____, of the domicile of _____, with Unique Identity Document _____, acting in the name and legal representation of _____, of the domicile of _____, with Tax Identification Number _____, **I DECLARE UNDER OATH I**) That I am not a spouse or partner, nor have relatives within the fourth degree of consanguinity or second degree of affinity of the members of the officials or employees of the **SECRETARIAT OF CENTRAL AMERICAN SOCIAL INTEGRATION** which may be abbreviated **SISCA** respectively. **II**) That the information provided and the documentation presented is truthful, therefore I exempt from responsibility the officials and employees of the SG-SICA for any falsehood that could exist and I authorize the institution, to verify and gather additional information to the one provided. **III**) In the event that falsehoods or alterations are found in the documents or information provided, I accept that the offer or contract be annulled, as appropriate. **IV**) That I do not incur in any of the incapacities to be hired such as the following: a) Having been previously convicted by means of a final judgment, and having been disqualified in its rights, for crimes against the Public Treasury, and those contemplated in the Anti-Money Laundering Law; b) Having incurred in falseness upon providing the information required in other processes; c) Having evaded the responsibility acquired in other hiring, by means of any artifice. **V**) That I have not incurred in other bids in any of the conducts detailed below: (a) Repeatedly affecting the contracting procedures in which I participate or invoking false facts to obtain the award of the contract; (b) Illegally obtaining confidential information that places me at an advantage over other competitors; (c) Providing gifts, directly or through another person, to officials or employees involved in an administrative contracting procedure, or falsely attesting the execution of works, goods or services to the disadvantage of the contracting institution d) Supplying a good, service or work of inferior condition or quality to that agreed or contracted; and e) Not signing the contract within the agreed or indicated period, without justified and verified cause; **VI**) That I am not included within the following impediment: **PARTICIPANTS IN THE COMPETITION:** The following may not participate as bidders: persons who are shareholders or directors of participating companies or institutions, or persons who are part of their work team, if these are officials or consultants of SG-SICA, SICA organizations and institutions, nor may persons who are their relatives within the fourth degree of consanguinity and second degree of affinity. Nor may persons holding positions such as officials or civil servants of the SICA Member States participate in this supply.

F _____

Bidder's name

Note: If you have relatives within the above degrees, you must state this in this document.