

TERMS OF REFERENCE FOR THE PROCUREMENT OF SERVICES

I. NAME OF THE PROCUREMENT

Licence service for the use of NEC4 Contract for the EXECUTIVE UNIT "IMPLEMENTATION OF THE INFRASTRUCTURE AND OPERATIONAL MODEL OF THE BICAMERALISM OF THE LEGISLATIVE BRANCH".

II. USER AREA

The user area is the Infrastructure Office of the EXECUTIVE UNIT "IMPLEMENTATION OF THE INFRASTRUCTURE AND OPERATIONAL MODEL OF THE BICAMERALISM OF THE LEGISLATIVE BRANCH".

III. OBJECTIVE OF THE PROCUREMENT

Provide the EXECUTIVE UNIT "IMPLEMENTATION OF THE INFRASTRUCTURE AND OPERATIONAL MODEL OF THE BICAMERALISM OF THE LEGISLATIVE BRANCH" with standardised contractual tools for the management of infrastructure projects under its responsibility, in compliance with Law No. 32172

IV. POI ACTIVITY

This contract is linked to the Operational Activity: Execution and Monitoring of the Master Plan of the interventions on the infrastructure of the Legislative Power for the functioning of the bicameralism, GOAL: 005, of the Institutional Operational Plan (POI), of the EXECUTIVE UNIT "IMPLEMENTATION OF THE INFRASTRUCTURE AND OPERATIONAL MODEL OF THE BICAMERALISM OF THE LEGISLATIVE BRANCH".

V. PUBLIC PURPOSE

The contracting of this service will optimise the management of infrastructure projects related to the implementation of the bicameral model of the Legislative Branch, through the adoption of international standards in the administration of contracts, contributing to efficiency, adequate cost control, risk mitigation and compliance with deadlines in the execution of activities.

VI. CHARACTERISTICS OF THE SERVICE

The service must contain as a minimum:

E-Corporate licence for 1 year and 6 months of the licenses of the NEC4 contracts as follows:

- Right in non-editable version and in Spanish of the New Engineering Contract (NEC4)- Engineering and Construction Contract (ECC).
- Right to digitally view and print out user guides for the ECC Contract, providing guidance on drafting the Scope or Service Information, contract preparation, and contract management, among others.
- Right to edit and/or choose, by means of an attached document, the core clauses, the main option clauses of the chosen option, the secondary option clauses, and the W sections of the contract when it is absolutely necessary to accommodate the special needs and jurisdiction of the Licensee
- Right to use and reproduce the type of Contract described above and to share it with the team of the Executing Unit "IMPLEMENTATION OF THE INFRASTRUCTURE AND OPERATIONAL MODEL OF THE BICAMERALISM OF THE LEGISLATIVE BRANCH", as part of the E-Corporate licence.

- The right to use and reproduce Part 1 and Part 2 of the Contract, as well as the forms and documents necessary for the participation of the consultants and contractors in the procurement(s) carried out for the execution of the project, as part of the E-Corporate license.
- Unlimited print and display rights as a part of the licence in both types of contracts required.

VII. MINIMUM SUPPLIER REQUIREMENTS

- Company owning or distributor authorised or entitled (agent) to license the E-Corporate and commercialize the NEC 4- Engineering and Construction Contract (ECC).
- Documents accrediting the legitimacy of the person representing the supplier and has the authority to execute the document of assignment of rights in favour of the Executing Unit "IMPLEMENTATION OF THE INFRASTRUCTURE AND OPERATIONAL MODEL OF THE BICAMERALISM OF THE LEGISLATIVE BRANCH".

VIII. PLACE OF EXECUTION

Services will be provided as coordinated with the user area.

IX. EXECUTION PERIOD

The services will be activated within a maximum period of up to ten (10) calendar days, including the remission of the digital copies, counted from the day of notification of the service order or execution of the contract, as applicable.

The licence for the Engineering and Construction Contract (ECC), as set out in section VI of these Terms of Reference, cover a period of 1 year and 6 months.

X. SINGLE DELIVERABLE

In order to grant the conformity of the contracted service, the following single deliverable must be submitted within ten (10) calendar days from the date of notification of the service order or execution of the contract, at the Entity's Customer Service Office via the following e-mail address: ue1767@congreso.gob.pe:

- NEC 4 Licence Certificate or Agreement, denoting the rights requested in the characteristics of the service regarding the Engineering and Construction Contract (ECC).
- Submission of the NEC4 Contract- Engineering and Construction Contract (ECC) in digital and non-editable version, including guidelines for preparation, use and management.
- Payment receipt

XI. FORM AND CONDITIONS OF PAYMENT

The payment for the services in favour of the contractor shall be made in one (1) instalment within ten (10) calendar days after the delivery of the deliverable indicated in section X of this Terms of Reference.

Single deliverable: 100% of the total amount of the service, which must be submitted within ten (10) calendar days from the date of notification of the service order or execution of the contract.

All applicable taxes are applied to the payment, so the Supplier must consider them when making its economic offer.

XII. CONFORMITY OF PERFORMANCE

The conformity of the service is issued by the Head of the Infrastructure Office.

The conformity of the service shall be granted within a maximum period of seven (7) calendar days after having submitted the deliverable to the user area.

XIII. ANTI-CORRUPTION CLAUSE

THE SUPPLIER declares and guarantees to know and strictly comply with the rules on integrity and anti-corruption (<https://www.gob.pe/integridad>), as well as not to have, directly or indirectly, or in the case of a legal entity through its partners, members of the administrative bodies, proxies, legal representatives, officials, advisors or related persons referred to in Article 7 of the Regulations of the Law on State Contracting, offered, negotiated or made any payment or, in general, any illegal benefit or incentive in relation to the contract.

Furthermore, THE SUPPLIER undertakes to conduct itself at all times, during the execution of the contract, with honesty, probity, truthfulness and integrity and not to commit illegal acts or acts of corruption, directly or indirectly or through its partners, shareholders, members of the administrative bodies, attorneys-in-fact, legal representatives, officials, advisors and related persons referred to in Article 7 of the Regulations of the Law on State Contracting.

Furthermore, THE SUPPLIER undertakes to: (i) report to the competent authorities, directly and in a timely manner, any unlawful or corrupt act or conduct of which it becomes aware; and (ii) take appropriate technical, organisational and/or personnel measures to prevent such acts or practices.

In this sense, THE SUPPLIER acknowledges and accepts the prohibition to offer or receive for the subscription or execution of this contract, any type of gift, donation, benefit and/or gratification, whether of goods or services, whatever the purpose that motivates these actions contrary to public ethics.

XIV. CONFLICT OF INTEREST AVOIDANCE AND MITIGATION CLAUSE

The submission of inaccurate or false information in the Sworn Declaration of Prohibitions and Incompatibilities referred to in the Law on the Prevention and Mitigation of Conflict of Interest in the Access and Departure of Public Service Personnel shall be grounds for termination of the contract. Likewise, in the event of non-compliance with the impediments indicated in Article 5 of said Law, disqualification shall be applied for five years to contract or provide services to the State, under any modality.

XV. CONTRACT TERMINATION

The Entity may terminate the contract or service order in the following cases:

- a) For unjustified failure to comply with contractual, statutory or regulatory obligations, despite having been requested to do so.
- b) For the accumulation of the maximum amount of the penalty for late payment or for the maximum amount for other penalties in the execution of the performance at its expense.
- c) Due to an act of God or force majeure that makes the continuity of the performance definitively impossible, based on an extraordinary, unforeseeable and irresistible

fact or event; or due to an event occurring after the execution of the contract or service order that is no attributable to the parties.

- d) Failure to file the Sworn Declaration of Interests, at the beginning, if applicable.
- e) The submission of inaccurate or false information in the Sworn Declaration of Prohibitions and Incompatibility referred to in Law No. 31564, Law on the Prevention and Mitigation of Conflict of Interest in the Access and Departure of Public Service Personnel, is grounds for termination of the contract. Likewise, in case of non-compliance with the impediments indicated in Article 5 of said law, a five-year disqualification shall be applied to contract or provide services to the State, under any modality.

It is also possible to terminate the contract by agreement between the parties, as long as there is no fault between them.

XVI. DISPUTE SETTLEMENT

If should be specified that disputes arising from the execution and interpretation of this contract are settled by direct negotiation, conciliation and/or legal action.

XVII. SUPPLEMENTARY APPLICATION

For all matters not provided for in this contract, the State Contracting Law and its Regulations in force at the date of issuance of the service orders, as well as the rules of public law that are applicable to the procurement of goods and services, the relevant provisions of the Civil Code and other rules of private law, in that order of precedence, shall apply supplementary to this contract.

Nature of the injunction	Tick the corresponding option	
The requirement corresponds to a consultancy	Yes	No

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