



FINANCIERA DEL DESARROLLO TERRITORIAL FINDETER S.A.

PRIVATE CALL No. FCO-C-23-2018

**TERMS OF REFERENCE FOR CONTRACTING A CONSULTANCY TO PREPARE THE TECHNICAL, LEGAL,
FINANCIAL AND SOCIAL STRUCTURING (ETLFS) OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM (SETP)
FOR THE MUNICIPALITY OF MANIZALES**

CONTRACTING MANAGEMENT

OCTOBER 2018

BACKGROUND AND GENERAL DESCRIPTION OF THE PROCESS

FINDER

The corporate purpose of the Financiera de Desarrollo Territorial S.A – Findeter (“Financial Territorial Development Bank”), in accordance with article 1 of Law 57 of 1989, consists of promoting regional and urban development through funding and consultancy in terms of the design, implementation and management of projects or investment programs related, amongst others, to technical assistance. The provisions of Clause 2 of article 268 of the Organic Statute of the Financial System, state that Findeter aims to promote regional and urban development, through funding and consulting regarding the design, implementation and administration of projects or investment programs.

Paragraph h) of article 270 of the Organic Statute of the Financial System (added to by article 28 of Law 1328 of 2009), enshrines that Findeter may, in the development of its corporate purpose, provide technical assistance services, project structuring and technical and financial consulting.

Since 2011, the entity has focused its actions towards the functions of a Development Bank, demonstrating the importance of the accompanying regional, supra-municipal and municipal processes of planning and territorial development. On that basis, Findeter has developed a series of integrated territorial development programs that seek to accompany territorial entities in their territorial planning processes.

Accordingly, Findeter created the Vice Presidency of Planning, and through the Management of Sustainability and New Businesses, offers products of technical assistance across the areas of: i) The Cities Directorate (DC) and ii) the Competitiveness and Development Territorial Directorate (DCDT). Sustainable development programs are implemented in these areas, which provide support in the planning of the territories, resulting in the definition and implementation of strategies and projects of integral territorial development.

The planning and territorial development programs developed by Findeter at the regional level, such as the *Diamante Caribe* (“Caribbean Diamond”) and *Santanderes* (“Santanders”) programs, will improve the country's competitiveness and its participation in the global market through the development of excellence clusters, from the intersection of the characteristics of the territory and digital tools. At the urban level, planning programs are focused on closing social gaps through a rapid methodology of diagnosing, prioritizing and identifying strategic projects that define a roadmap for cities; these are the programs of *Ciudades Sostenibles y Competitivas* (“Sustainable and Competitive Cities”) (there are 23 cities), and *Ciudades Emblemáticas* (“Emblematic Cities”) (28 cities). At the supra-municipal level, support initiatives have been developed that adapt the urban planning methodologies such as the *Savana Centro Sostenible* (“Savannah Sustainable Centre”) (CUNDINAMARCA) and *Sincelejo-Corozal Sostenible* (“Sustainable Sincelejo-Corozal”) (SUCRE) based on the methodology of the Emblematic Cities and Sustainable and Competitive Cities. Similarly, the programmes of *Territorio de Oportunidades* (“Territory of Opportunities”) for territorial complementarity and the definition of a strategy for territorial economic development, includes the Agrópolis initiative that promotes territorial development focused on competitiveness of the agro-economy and support in the formulation of the plans of departmental ordering (POD), an instrument that promotes the articulation and harmonization of national and municipal projects.

The Cities Directorate is responsible for executing the Sustainable and Competitive Cities Program (CSC), which aims to generate a short, medium and long-term planning tool that allows the prioritization of relevant actions in sustainability for the intermediate cities of the country and its regions of influence. This program is developed by means of a methodology that seeks to identify, plan and prioritize strategic actions of sustainability, focused on creating competitive cities and to improve the quality of life and prosperity of the citizens. In Colombia this initiative is led by FINDETER and launched by the Inter-American Development Bank (IDB) within the framework of its sustainable and Emerging Cities Program – CES.

In summary, this program consists of three stages - Planning, Prioritization and Execution - covering four large dimensions (environmental; urban; economic and social; and fiscal and governance) and aims to be an articulator of national policies on housing issues, water, education, mobility, environmental issues, public management, amongst others. At the end of the initial stages of the methodology, an Action Plan is delivered within the studied dimensions in order to promote the sustainable development of the cities and to increase the competitiveness of the region. Thus, the issues of land management, urban and regional planning and the institutional drive for urban development, planning and provision of potable water and basic sanitation services, have been identified as essential for providing assistance in the execution of specific projects, all by virtue of the diagnoses that are developed in the cities.

To date, there are twenty-three (23) participating cities: Barranquilla, Bucaramanga, Manizales, Pereira, Montería, Pasto, Santa Marta, Valledupar, Villavicencio, Cartagena, Neiva, Ibagué, Popayán, Riohacha, Sincelejo – Corozal, Rionegro, Cúcuta, Los Patios, Villa del Rosario, Puerto Santander, El Zulia and San Cayetano. Of these, the first nine finished the process and the last group of cities have completed the diagnosis and the identification of the projects to incorporate within the action plans of the fiscal dimension and governance, documents that need to be updated under the criteria of coherence, harmonization, integrality and traceability of the analysis itself, provided the process of the other dimensions has not been completed via the normal development of the methodology.

On the other hand, in 2012 Findeter received the request of several cities in the country that did not conform to the criteria of selection of the CSC platform but which, due to their characteristics, require technical assistance in specific areas according to the needs of the citizens, to work on strengthening their finances and their governance instruments. In this context, the Emblematic Cities program was developed, which aims to close the inequality gaps in these cities and support their planning and development processes. Currently, this programme has 28 cities: Aracataca, Barrancabermeja, Buenaventura, Galapa, Santa Cruz de Lorica, Magangué, Quibdó, Sabana Centro (11 municipalities), San Andrés, San Gil, Tumaco, Villanueva, La Calera, Chinchiná, La Dorada, Anapoima, Villa de Leyva and San Bernardo del Viento.

For its part, DCDT is responsible for executing and accompanying the supra-municipal planning processes (agglomerations, associations of municipalities, departments and regions) for the design and implementation of programs and/or strategies of territorial complementarity, of local economic development and urban-rural planning. Also, projects that promote the diagnosis and implementation of strategies of territorial competitiveness to contribute to the ordering of their territory. The objective of each of the programs, strategies or projects is to open a dialogue with the territorial actors (public sector, academia, productive sector and civil society) that allow ambitious, medium and long-term processes to be leveraged for the development and well-being of the inhabitants, to harmonize the country-city and city-region vision.

Manizales was one of the pioneer cities by incorporating the CSC program in 2012. Its action Plan, called: *Manizales Sostenible* ("Sustainable Manizales"), published in 2013, identified as its areas of priority; land management, transport and mobility, the environment and to focus on climate change, competitiveness, education and fiscal management. It was based on the identification of the challenges associated with the pattern of rapid urban growth it has experienced and especially its topographical conditions, to ensure long-term sustainability. The central proposal of the Action Plan is to allow Manizales to maintain leadership in the region and to promote innovation and entrepreneurship, providing a quality city for its inhabitants through sustainable solutions.

As mentioned above, in the Action Plan, urgent issues were defined as mobility and transport. The need for up-to-date planning tools that respond to the city's socioeconomic dynamics for long-term sustainable planning was identified, resulting in a Master Mobility Plan. The city has this tool, which was developed under the Inter-administrative agreement No. 044 of 2016 signed between Findeter and the municipality of Manizales and Infi-Manizales, and under the third clause of the Agreement, and in compliance with its obligations FINDETER advanced the processes of private calls, evaluation and selection of a consultant that is responsible for the development of the Master Mobility Plan of the municipality, for which Contract 137 of 2016 was signed between FINDETER and STEER DAVIES GLEAVE on the 29th of December 2016.

Although the city has been experiencing the reorganization of its public transport system and has improved connectivity through the implementation of various aerial cable lines, and today has the Master Mobility Plan planning tool, it is necessary to consolidate a system of public transport that works in an integrated way between the different modes and allows the travel time of the citizens to be improved. This is why it is necessary to carry out the detailed study for the technical, legal and financial structuring of the city's strategic public transport system (SETP), which, under the guidelines and directives established in the Master Mobility Plan. It will be the specific instrument for the integral improvement of the operation of the public transport system, favouring the existing and future conditions of the demand in the city.

The British Embassy Prosperity Fund

In order to support and promote the development of Colombia, the Foreign and Commonwealth Office (FCO) through the British Embassy in Colombia and FINDETER, signed a memorandum of understanding (hereinafter the "MoU"), on the 23rd of November 2017, for the execution of the Prosperity Fund, for an amount of twelve million eight hundred thousand pounds (£12,800,000). The following objectives are sought through this agreement:

- Improving the infrastructure of cities in Colombia to help meet the UN's Sustainable Development Goals, in particular objective 11 " Make cities inclusive, safe, resilient and sustainable" b) support inclusive economic growth, poverty reduction and gender equity, taking into account the following problems: (i) Urban planning, (ii) Gender equality, (iii) Mobility and transportation (iv) Access to public services and (v) Adaptation to climate change and risk mitigation.
- To generate tools for the development of strategies for the administration and promotion of rail transport in Colombia, and to create a new alternative of transport of people and freight. This must be accessible, economic, responsible with respect to gender issues and effective. Operational, environmental and economic

efficiencies must be taken into account through the identification and financial development opportunities and regulatory instruments used for their implementation.

- To improve the effectiveness, efficiency, cost reduction and systematization of the contracting processes of the different programs in the regions of Colombia. The objective is to promote and improve the conditions of fairness and fair competition for foreign investment through the growth of transparency, responsibility and reduction of the potential for corruption in contracting processes.

The component's resources for achieving the UN's Sustainable Development Goals will be allocated to ten (10) cities, selected through a study contracted by the British Embassy in Colombia and developed by Ernst & Young, within which the municipality of Manizales is located.

In the specific case of Manizales, it is emphasized that this project fits within the objectives of the Prosperity Fund, specifically, "To improve the infrastructure of cities in Colombia – Mobility and Transport.". Given that the municipality today has a mobility planning tool, it is necessary to continue with this initiative to reorganize its public transport system to improve the city's connectivity and to improve the travel times of the citizens to give them a better quality of life.

However, according to the different objectives set out in the Memorandum of Understanding (MOU), and in accordance with the prioritization of cities carried out by the Prosperity Fund, within the framework of the implementation of the resources of the Prosperity Fund in Colombia, the British Embassy approved, at its meeting of August 29, 2018, the budget for the proposed project, for an amount of TWO THOUSAND TWO HUNDRED AND FORTY FIVE MILLION NINETY ONE THOUSAND FOUR HUNDRED AND EIGHTY NINE COLOMBIAN PESOS (\$2,245,091,489), an approximate equivalent of five hundred seventy-five thousand pounds (£575,000).

To achieve this, Findeter and the Municipality of Manizales signed the Inter-administrative Agreement 020 of 2018 whose object is "To join efforts to contract the consultancy that has as its object: "TO PREPARE THE TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING (ETLFS) OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM (SETP) FOR THE MUNICIPALITY OF MANIZALES" on the 28th of September of 2018.

In this sense, the terms of reference set out below are intended to contract a consultancy "TO PREPARE THE TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING (ETLFS) OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM (SETP) FOR THE MUNICIPALITY OF MANIZALES".

CHAPTER I SPECIFIC PROVISIONS

SUBCHAPTER I OF THE PRIVATE CALL

1.1. OBJECT

The purpose of this Public call is to select and contract the "CONSULTANCY TO PREPARE THE TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING (ETLFS) OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM (SETP) FOR THE MUNICIPALITY OF MANIZALES".

1.2. DESCRIPTION AND SCOPE

As a fundamental part of the development of the study, THE CONSULTANT must identify variables, activities and results for each of the technical, legal, financial and social components that feed inputs and products of the structuring of the system, which means, the following approaches are expected to work together, in parallel and jointly. It is emphasized that each of the phases should be revised by the municipality and approved by the Prosperity Fund in Colombia and Findeter.

1.2.1. PHASE I: WORK PLAN, METHODOLOGY AND TIMELINE

THE CONSULTANT must present a report containing the set of activities to be developed, its description as to the methodology that will be followed for its implementation, its term, necessary requirements and the holistic approach that THE CONSULTANT will give to the Technical, Legal, Financial and Social structuring (hereinafter "ETFLS") of the strategic system of public transport of passengers (hereinafter "SETP").

1.2.2. PHASE II: DIAGNOSIS AND BASELINE OF COLLECTIVE PUBLIC TRANSPORT

The consultant should conduct a survey of basic information and detailed characterization of the current situation of the TPC service of the municipality in technical, financial and social terms. For the preparation of this document, the consultant should highlight the current and future needs that are presented. At this stage, the diagnosis will start from three (3) main sources of information: the review of available information, information gathering in the field, the participatory process with the community, in accordance with the obligations established at this stage; with the goal of building a robust base to generate a deep analysis for the structuring thereof.

1.2.3. PHASE III: INITIAL PROPOSAL OF THE DETAILED TECHNICAL STRUCTURING OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM

For the creation of the transport planning models and the definition of the detailed technical-operational structure of the SETP, based on the results of the diagnosis and baseline, the consultant must define the technical characteristics that are required for the implementation of the SETP.

1.2.4. PHASE IV: INITIAL PROPOSAL OF THE DETAILED FINANCIAL STRUCTURING OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM

In order to determine the viability of the SETP operation, the financial structuring will technically evaluate over an established time horizon, a set of indicators to measure sustainability¹, generating the construction of future free cash flows expected by the project for the agents of the system.

1.2.5. PHASE V: INITIAL PROPOSAL OF THE DETAILED LEGAL STRUCTURING OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM

For the detailed legal structuring the consultant must present a proposal of the institutional structure for the management, regulation, control and operation of the SETP, as well as legally structure the implementation phases defined in the technical and financial component.

1.2.6. PHASE VI: PARKING PLAN AND OTHER ALTERNATIVE SOURCES OF FUNDING FOR THE SETP

From the feedback of the technical and financial components developed in the previous phases, the consultant must deliver a document that contains the parking plan and other alternative sources of financing for the SETP, with each and every one of the other documents and supporting databases.

1.2.7. PHASE VII: TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM

From the feedback of the technical, legal and financial components developed in the previous phases, the consultant must deliver the final document containing the technical, legal and financial structuring of the SETP, with each and every one of the other documents and databases that are part of the final deliverables.

1.3. PLACE OF EXECUTION OF THE CONTRACT

The consultant must execute the contract in the municipality of Manizales and its area of influence (Villamaría, Neira, Palestine and Chinchiná), Department of Caldas. The delivery of the products will be carried out in the city of Bogotá, in the main headquarters of FINDETER, Calle 103 No. 19 – 20 Bogotá, Colombia, by filing the original documents in physical and magnetic mediums.

According to the above, the bidder must carry out the corresponding analyses in order to include in its economic proposal all the costs and expenses incurred in the displacement of personnel and equipment to the municipality(ies) mentioned when necessary.

All of the former endeavours to ensure the transfer of technical, scientific and technological knowledge that is aimed at strengthening the institutional capacity of the regions.

¹ According to the details and definitions of articles 31 and 33 of Law 1753 of 2015.

1.4. ESTIMATED BUDGET

The estimated budget for project execution is up to the sum of TWO THOUSAND TWO HUNDRED AND FORTY-FIVE MILLION NINETY-ONE THOUSAND FOUR HUNDRED AND EIGHTY-NINE COLOMBIAN PESOS (\$2,245,091,489), including costs, expenses (direct and indirect), contingencies, profit and other contributions.

The following minimum and maximum values for the private call must be taken into account:

Description	Minimum value (80% of the maximum value)	Maximum Value
TOTAL ESTIMATED BUDGET	\$ 1,796,073,191	\$2,245,091,489

In any case, the bidder must offer a corrected value that may not exceed 100% or be less than 80% of the budget established for the consultancy to be contracted, as well as for each of the projects that it contains, if it does not comply with the above, the proposal will be rejected.

The value of the estimated budget for the consultancy contract includes the salaries of the staff used for the execution of the work, including the multiplier factor, administrative expenses, direct costs (main office lease, furniture, stationery, plotting of plans, public services, copies, photographs, aerial displacement, terrestrial displacement, lodging, laboratory tests, topography equipment, special equipment, amongst other direct costs) and other taxes that are caused by the entering into, execution and liquidation of the contract, as well as the administrative expenses generated during the execution of the same. The multiplier factor only applies to salaries, including Sunday and public holiday overtime, and items that have effects on social benefits, such as localization bonuses.

The estimated budget was established from the market research carried out for the city of Manizales, the purpose of which is the: "Technical, Legal, Financial and Social Structuring of the Strategic Public Transport System (SETP) for the city of Manizales."

1.5. BUDGET AVAILABILITY

The resources to execute the contract are supported by the Memorandum of Understanding signed between FINDETER and the British Embassy in Colombia, supported by the CDP number CDP18PROSPE-0002 approved on the 25th of October of 2018.

1.6. TAXES

The resources provided within the framework of the Memorandum of Understanding (MOU) signed on the 23rd of November 2017 between the Government of the United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office (FCO) and Findeter, are exempt from taxation by virtue of Decree 540 of 2004, regulated by article 96 of Law 788 of 2002, establishing the general conditions and requirements for access to the tax benefit.

Article 1 reiterates that the benefit applies to all the "(...) *Funds or resources in money originating from aid or donations destined for programs of common utility in Colombia, coming from entities or governments of countries with which intergovernmental agreements or agreements with the Colombian Government exist (...)* ".

Notwithstanding the above, the bidder shall consider in its proposal all costs corresponding to taxes, fees, contributions or levies which may be caused by the subscription, execution and settlement of the contract, which apply to it.

Additionally, the costs of the policies or bank guarantee included in the WARRANTIES section of these Terms of reference and all other taxes generated by entering into this agreement must be taken into account.

It is the sole responsibility of the BIDDER to carry out the inquiries, calculations and estimates that it considers necessary to prepare its economic proposal and therefore, they should consult with the different collecting entities which Tax applies to them if they are a successful bidder, all this framed in the fact that FINDETER S.A., is the CONTRACTING PARTY and it performs the contracting under the private law Legal Regime.

1.7. CONTRACT EXECUTION TERM

The deadline for the implementation of the consultancy will be **FORTY-FOUR (44) WEEKS** counted from the subscription of the Act of Initiation of Activities, upon approval of the guarantees by the Contracting Office of Findeter.

SUBCHAPTER II SPECIFIC ASPECTS OF THE CONSULTING CONTRACT

2.1. DESCRIPTION OF THE CONTRACT OBJECT

As noted above, the purpose of this selection process and consequently the contract derived therefrom is the *"CONSULTANCY TO PREPARE THE TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING (ETFLS) OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM (SETP) FOR THE MUNICIPALITY OF MANIZALES"*.

PHASE I: WORK PLAN, METHODOLOGY AND TIMELINE

THE CONSULTANT must present a report containing the set of activities to be developed, its description as to the methodology that will be followed for its implementation, its term, necessary requirements and the holistic approach that THE CONSULTANT will give to the TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING (hereinafter "ETFLS") of the Strategic Public Transport System (hereinafter "SETP"). This report shall contain at least the following aspects:

1. Background, understanding of the context and needs of the municipality, through the environmental, socioeconomic, urban, fiscal and governance component, in order to include this interdisciplinary scope.
2. Detailed description of the work plan to be implemented for the execution of each of the phases of the structuring, including their respective objectives, methodology and instruments. In the methodology, THE CONSULTANT must specify the strategy they will use in the development of the study, for each of the stages, including the creation of the Gender and Social Inclusion Action Plan and the communication strategy. It must also include the plan of the community participation days and the dissemination of the progress of each phase, with the aim of making it an inclusive process, where their needs, opinions, perspectives and priorities are taken into consideration. It will contain a description of the work team that will participate in each of the activities, their respective functions, their work times and the resources to be allocated for the project.
3. THE CONSULTANT must include within the work Plan, the objectives, scope, formats and detailed methodology of the necessary field work for the structuring of the project. At a minimum, THE CONSULTANT must develop the following:
 - i. The methodology for gathering information on passengers alighting and boarding the system by the ticketing method for all the existing routes, surveys to users of Collective Public Transport (hereinafter "TPC") and preferences declared and revealed for the conceptualization of the SETP.
 - ii. The survey methodology for gathering information on parking and rotation (on and off-track).
4. The methodology of the studies focused on characterizing the unmet demand (informality, growth of the number of automobiles and deficiencies in the public transport service). Detailed work schedule with the activities to be carried out where their dates of completion are included, relations between activities, assigned personnel and resources, meetings and/or workshops for the dissemination and active participation of the actors and the community, as well as a description of the deliverables on the part of the consultancy on dates that do not exceed the times agreed in the contract; These activities will be included as milestones in the timeline.

NOTE 1: This report must cover all the components formulated in the minimum requirements of the following phases and the other components raised by THE CONSULTANT in its proposal.

NOTE 2: In relation to the taking of field information, THE CONSULTANT must take into account the diagnostic products resulting from the Master Mobility Plan in order to propose the field work required to support the detailed technical structuring of the SETP. A list and description of the diagnostic products available are included for the bidders' knowledge as Annex I.

NOTE 3: The consultant must take into account the dynamics of mobility present between the municipality of Manizales, Villamaría and other surrounding municipalities, in order to contemplate in ALL the phases of the consultancy, the need for the implementation of an inter-municipal system.

5. Database of representative actors of the city that contains the following elements: name, institution or community that they represent, the position or role, functions, contact data (mail, cellular, web, social network), location. This database may be formed from secondary information of the municipality and must be updated monthly during the execution of this consultancy contract. Also, it must be available if required by Findeter and/or the municipality.

This initial database should include:

- i. Institutional actors such as: Governor's Office, Mayor's Office, Council, Councillors, SENA, Social Managers, Chamber of Commerce, guilds, Regional Autonomous Corporation, ICBF (Colombian Family Welfare Institute), public authorities, amongst others subject to validation by the technical committee.
- ii. Non-institutional actors such as: communal action boards, community leaders, commercial sector representatives, community mothers, media, academia, foundations, corporations, NGOs, in addition to others, subject to validation by the technical committee.

PHASE II: DIAGNOSIS AND BASELINE OF COLLECTIVE PUBLIC TRANSPORT

The consultant should conduct a survey of basic information and detailed characterization of the current situation of the TPC service of the municipality in technical, financial and social terms. For the creation of this document, the consultant should highlight the current and future needs that are presented. At this stage, the diagnosis will be based on three (3) main sources of information: review of available information, information gathering in the field, a participatory process with the community, in order to build a robust base to generate a thorough analysis for structuring, taking into account at least the following aspects:

PHASE II-A:

1. Collection and analysis of secondary information. Review of available studies related to transport and mobility, emphasizing the TPC². Analysis and evaluation of the guidelines and strategic lines proposed in the Territorial Planning Plan, Master Plan of Mobility and Public Space referring to the TPC.
2. Preparing of the mapping of actors from the identification of the target population that is obtained by taking as an input the origin-destination survey of the Master Mobility Plan, and other inputs that THE CONSULTANT and the technical committee consider relevant.

² The Consultant should analyse at least the following studies and aspects: "Conceptual Model and Valuation of the Investments of the Strategic Public Transport System-2013", antecedent of the implementation of the Integrated Transport System of Manizales (TIM) – 2010,

PHASE II-B:

1. Baseline and diagnosis of the current situation of the parking spaces: to carry out a survey of basic information and detailed characterization of the current situation for the performance of a diagnosis that highlights the current and future needs of the municipality depending on the parking system. This survey must identify public parking spaces both on and off-road, in order to obtain, amongst others:
 - i. The estimation of the demand for parking (on and off-road), which will analyse the time rotation, its characterization and distribution on track and in areas of public space (pavements and bays built).
 - ii. The parking deficit/surplus per hour of the day and per day of the week and will be estimated based on mathematical functions with the current serviced demand.
 - iii. The sectors of the municipality that generate a high demand for parking, occupation of public space and congestion; therefore, it will only consider the aforementioned aspects to generate zoning according to the demand to be serviced and the location of each parking area.
 - iv. Beneficiary and affected population, disaggregated by sex, age, occupation and socio-economic conditions.

PHASE II-c:

1. General analysis of other SETPs (minimum 3) that are in implementation and commissioned, for the generation of a SWOT matrix where the key points for the formulation and implementation of the ETLF of the system are evidenced.
2. Analysis of references of strategies for social inclusion and gender implemented in other transport systems (minimum 2).
3. Analysis of the current condition of the provision of the TPC and inter-municipal service of the municipality, where the supply³ and demand is integrated, organizational and institutional schema and other elements that integrate the current service. Include an analysis of the current situation of the collective transport companies (operation, organizational schemes, framework and financial and legal structure, etc.).
4. Analysis of the beneficiary and affected population, said information must be disaggregated by sex, age, occupation and socio-economic conditions.
5. Characterization of the current financial scheme of the TPC service in the municipality, including the fare scheme and the investment costs and operation of each one of the actors.
6. Analysis of the primary information resulting from field work, that together with the information available from the Master Mobility Plan must allow each one of the components that make up the TPC service to be characterized.
7. Analyse the mobility conditions of the other means of transport, identifying the variables or aspects that affect the TPC.
8. Characterization of the public transport user of the municipality of Manizales. Disaggregation by sex, age, socioeconomic strata, and occupation must be included.
9. Characterization of the demand of the traditional Collective Public Transport service. This characterization must involve conditions associated with land use and the expansion of urbanized or to be urbanized areas.

³ The following elements must be studied at a minimum: characterization of the operation, routes, service plans, fleet, technological tools, road and support infrastructure: dispatch points, stops, terminals, workshops, yards, amongst others.

This is in order to estimate scenarios of future demand that will be a fundamental part of the technical structuring phase.

10. Review and evaluation of the current national and local regulatory regime, on TPCs and SETPs and other transit and transport rules relevant to the process. From the revision of the current regulations, THE CONSULTANT must establish the implementation parameters of the technical and financial structuring of the system.
11. Dissemination with each of the actors on the results of the diagnosis and baseline of the TPC. Ensure the traceability of disseminations and include and provide evidence of these (photographs, videos, working papers, minutes).
12. When appropriate the information must be disaggregated by sex, ages, occupation and socio-economic conditions.

PHASE II-d:

1. To carry out awareness-raising, motivation and participation days (at least four) that should be performed at the beginning of this phase. These days will aim to:
 - i. To understand the perception about the delivery of the current transport service.
 - ii. To understand the perception and expectations of a SETP.
 - iii. To identify the expectations of the different actors with the SETP.
 - iv. To identify the emblematic sites of the area of influence of the system amongst other aspects that may arise.
 - v. To raise awareness about the scope of the SETP project.
 - vi. The information must be provided in a disaggregated manner by sex, ages, occupation and socio-economic conditions.
2. Each day should result in a report that includes, at a minimum, the following:
 - i. List of participants.
 - ii. Minutes of each day in which the main contributions of the participants are highlighted.
 - iii. Systematization of results (perceptions, expectations, emblematic places, opinions, etc.)
 - iv. Infographic representation of results.
 - v. Evidence and visual material of the day (photographs, work documents, videos, social cartography, amongst others).

PHASE III: INITIAL PROPOSAL OF THE DETAILED TECHNICAL STRUCTURING OF THE STRATEGIC SYSTEM OF PUBLIC TRANSPORT

For the preparation of the transport planning models and the definition of the detailed technical-operational structure of the SETP, based on the results of the diagnosis and baseline, THE CONSULTANT must define the technical characteristics that are required for the implementation of the SETP. As mentioned above, the results of the technical structuring will serve as input for the following phases, which generates a feedback on this stage in the next stages.

For the development of this phase, THE CONSULTANT should at least develop the following aspects:

1. Approach, construction and definition of future scenarios for the selection of the operational alternative to be implemented, according to the previously analysed primary and secondary information⁴. These scenarios should be developed and evaluated based on the transport model of the Master Mobility Plan, and should include at least aspects such as: informality, increase or decrease in demand, coverage, level of service, behaviour of the automobiles, fare elasticity, municipality growth model, sensitivity to gender and social inclusion, amongst others. Three (3) scenarios will be assessed and each of these should be analysed according to the implementation phases of the system.
2. Detailed operational design of the SETP project, presenting its respective analysis and evaluation of the characteristics, parameters and battery of system design indicators from the results of the transport modelling⁵. The consultant will have to program trainings directed to personnel arranged by the municipality on the construction and awareness of the model. Transportation modelling should be advanced in the software the city has (EMME).
3. Detailed characterization of all the elements that make up the operation of the SETP identified above. In relation to the composition of the fleet belonging to the system, the respective analyses should be developed for the provision of services to persons with reduced mobility, genders, children, and social inclusion and the opportunity to incorporate clean technologies (Gas, electric power, amongst others).
4. Characterization of the demand of current and future workers of the SETP.
5. A battery of tracking indicators must be generated to allow the managing body and other stakeholders to carry out due control of the implementation and operation of the system. This battery must contain, at a minimum, indicators related to the technical control, the operation and the monitoring of the quality of the service. The indicators must be of economical measurement, easy to understand and agile tabulation. In addition, an indicator will be required to measure and monitor gender equity and social inclusion.
6. The identification, sizing and cost estimation of equipment, road infrastructure and operation support (urban environment analysis, public service networks, and others). Consider the use of existing infrastructure in the municipality for use in the operation of the system⁶. In addition, THE CONSULTANT must present a plan of prioritization of works for the entry into the operation of the system and their respective characteristics, dimensioning and location (for example: implementation of preferential and/or exclusive lanes). THE CONSULTANT should consider within the proposal, service to persons with reduced mobility, genders, children, and social inclusion and the opportunity to incorporate clean technologies. For this the consultant can review the Annex II - gender and social inclusion action plan -G + I.
7. Analyse the effect on the operational design of the system, supply the current conditions of the commercial speed and possible changes thereto, whether positive (use of preferential or exclusive infrastructure) or negative (increased number of automobiles, congestion, etc.).
8. To prepare the definition and characterization in detail of functionalities and architecture of the components of the technology of the SETP, grounded to the necessities and characteristics of the municipality, including the respective cost analysis. It will be necessary to analyse the alternatives in the market with respect to the

⁴ THE CONSULTANT must consider within the scenarios to be evaluated, the alternatives proposed by the municipality, as well as scenarios that allow the legal framework defined for structuring.

⁵ THE CONSULTANT must submit all the modeling files and the explanation for each field in the database.

⁶ The identification of the infrastructure, from the diagnostic stage, should include field inspections and the consultation of the secondary information of the entities that build and administer road or service infrastructure.

technological and communications platform of the systems of management and fleet control, centralized collection and information to the user to support the operation of the SETP.

9. Characterization of the general requirements of a centralized traffic light system to support the operation of the SETP.
10. Definition of the implementation phases of the SETP. The design of these phases should seek to ensure sustainability over time. Guidelines should be proposed on: the control and regulation of informal transport, the increase of the number of automobiles, changes in the characteristics of the SETP fleet. All analyses must be advanced for both the implementation and commissioning stage and the formal operation.
11. In addition, THE CONSULTANT must generate the technical mechanisms to ensure the integration between the different existing or projected transport systems in the municipality such as: aerial cable system, public bicycle system⁷ and the inter-municipal transportation system.
12. Dissemination with the corresponding actors on the preliminary results of the technical structuring of the SETP⁸. The same people should be summoned to ensure the traceability of the awareness/dissemination actions. Include and provide evidence (pictures, videos, working papers, minutes).

NOTE: The selected operational design must be revised and adjusted according to the financial model results and normative conditions to be developed in phase IV and phase V.

The definition of scenarios of the Parking Plan should be presented, and the vision and objectives which will be developed in the VI stage be built. The consultant must define scenarios (minimum three (3)) that must be modelled for calculating the current and projected demand of the system of parking spaces articulated with the proposed operational approaches for the SETP.

PHASE IV: INITIAL PROPOSAL OF THE DETAILED FINANCIAL STRUCTURING OF THE STRATEGIC SYSTEM OF PUBLIC TRANSPORT

In order to determine the viability of the SETP operation, the financial structuring will technically evaluate over an established time horizon, a set of indicators to measure sustainability⁹, generating the construction of future free cash flows expected by the project for the agents of the system.

However, for the development of this phase, THE CONSULTANT must at the very least must develop the following aspects (without prejudice to all those required to complete the study):

1. Develop and document the financial model of the SETP¹⁰, which allows the local entities in charge (secretariats) and/or the future manager, to have the tools and support to indicate the conditions under which the system is made financially sustainable, and that allows the subsequent financial analysis exercises to be performed. A user manual must be delivered to the competent entities¹¹, along with the formulated model. In this sense, the model should offer the opportunity to adjust and update entry conditions for future analyses.

⁷ Last-mile solutions, pursuant to Article 204 of Law 1753 of 2015.

⁸ It is expected to have at least the participation of the Municipal Administration, community leaders and representative social groups, guilds and transporters (companies, owners and drivers).

⁹ According to the details and conceptualization of Articles 31 and 33 of Law 1753 of 2015.

¹⁰ THE CONSULTANT must consider within the scenarios to be evaluated, the alternatives proposed by the municipality, as well as scenarios allowed by the legal framework defined for structuring.

¹¹ At a minimum to the Managing Body, Secretariat of Transit, Transport and Mobility and Secretary of the Treasury.

2. Include in the financial model at a minimum: macroeconomic variables, income, investments, operating cost structure, operating expenses, payroll, capital costs, cash flow, profitability, debt proposal, horizon period of the project, renovation of equipment, tax obligations and other variables that THE CONSULTANT defines as relevant, and those necessary that allow the financial model suitable for the SETP to be defined. Additionally, taking into account the technical analysis, it will be necessary to evaluate in the financial model conditions of investment and operation for a possible incorporation of new vehicular technologies and clean energy sources.
3. To assemble technical data sheets by costs variable, which also will serve as a tool to capture information by all the actors of the SETP. The cost parameters, cost projection drivers and efficiency parameters should be clear.
4. Definition of the fare scheme of the SETP, evaluating the technical fare in contrast to the user fare. Evaluate the sensitivity of the demand to possible increases of the fare to the user and mitigation alternatives. Perform a socioeconomic analysis that characterizes the users. Said information must be disaggregated by sex, age, occupation and socio-economic conditions, reflecting the ability to pay for transport and propose differential rates. In addition, the fare updating scheme must be prepared in accordance with the conditions of the SETP.
5. To define the fare integration of the users of the SETP with the public transport systems including: Intermunicipal, aerial cable, public bicycle system.
6. To establish the parameters with which all the investment, operating and administrative costs of each of the direct agents of the SETP must be covered (at a minimum: municipality, managing body, operator(s), fleet management system, collection system, amongst others), identifying sources that support them (fare, co-financing, others).
7. Define the remuneration structure of each of the agents of the system. The proposed model must allow the integration of the associated costs, under a scheme of prioritization and adequate distribution to each of the agents of the SETP.
8. Perform sensitivity analysis, where THE CONSULTANT will determine the limit condition in which the system could be self-sustaining, which means, to determine the minimum demand with which the equation of technical fare and its components remain in equilibrium to pay the operators, giving recommendations. In any case, anticipating that the supply requirements ensure a competitive level of service and if they require additional resources to those obtained by fare revenues, THE CONSULTANT should consider the integration of fare stabilization strategies and alternative sources of funding¹² to ensure the sustainability of the system.
9. Perform sensitivity analysis and valuation of alternatives for the process of physical rationalization and disintegration (scrapping) in the new model for fleet renewal in the time horizon of the project. It must develop financial mechanisms for recognizing and compensating small owners.
10. Evaluate each of the implementation phases defined in the technical structuring, determining their financial viability and maximum time recommended for each phase. All analyses must be advanced for both the implementation and commissioning stage and the formal operation.
11. Generate the indicators of profitability and viability of the operation of the SETP and projection of financial statements of the agents of the system, including free cash flow and investor flow.
12. Dissemination with the corresponding actors on the preliminary results of the financial structuring of the SETP.

NOTE: THE CONSULTANT will have to structure from the beginning of the study, the scenarios, preliminary documents and other deliverables that will have to be complemented as the results are obtained.

¹² At a minimum the provisions mentioned in article 33 of Law 1753 of 2015 shall be assessed.

PHASE V: INITIAL PROPOSAL OF THE DETAILED LEGAL STRUCTURING OF THE STRATEGIC SYSTEM OF PUBLIC TRANSPORT

The following are the activities to be developed by THE CONSULTANT in the detailed legal structuring (without prejudice to all those required to complete the study):

1. Based on the evaluation of the current institutional framework, THE CONSULTANT will have to present a proposal of the institutional structure for the management, regulation, control and operation of the SETP¹³.
2. Establish the mechanisms of control and regulation for remuneration to the agents of the system.
3. To legally structure the phases of implementation defined in the technical and financial component, considering the minimum financial conditions and legal requirements that allow the sustainability of the project at each stage to be guaranteed. All analyses must be advanced for both the implementation and commissioning stage and the formal operation. In addition, it must define the legal and legal mechanisms for the integration between the different public transport systems including: Intermunicipal, aerial cable, public bicycle system.
4. To structure the necessary administrative actions to be taken by the municipal administration for the adoption, implementation and commissioning of the SETP under the law.
5. To project the legal instruments for the linkage of the actors of the SETP (administrative acts, specifications and other pre-contractual documents¹⁴) to allow the municipality to form and establish the rules of play and participation in the infrastructure management services for the operation, fleet operation, collection, control and management of the fleet, and other activities included in the requirements of the National regulations (including participation scenarios of the municipality as a stakeholder).
6. To evaluate scenarios of allocation of competencies to the managing body as a support and advisory entity, and/or management and regulation in the operation stage of the SETP. This proposal should include the technical resources and personnel required for this purpose. To evaluate the technical, financial and juridical aspects of the new businesses that could be assumed by the management entity to ensure their financing and leveraging of technical capacity.
7. Specifically identify the legal framework on which the operation should be based.
8. The Consultant must establish the competence scheme for the planning, management, regulation and control of the SETP within the framework of its geographical scope. Revise schemes provided by Regional Transport Authorities¹⁵.
9. Dissemination with the corresponding actors on the preliminary results of the legal structuring of the SETP.

NOTE: THE CONSULTANT must project, define and evaluate the legal instruments so that the municipality proceeds to advance the contractual processes in compliance with the applicable normative framework, for the awarding of the contracts linking the administrator of the fleet, considering the case in which the municipal administration opts for a tender or must reallocate the operation due to a breach in the reorganization scheme. THE CONSULTANT should

¹³ THE CONSULTANT must evaluate the technical, legal and financial conditions of the municipal administration's participation in the collection, control and/or operation of fleet agents, among others.

¹⁴ Analysis of decree 1079 of 2015 (former Decree 3422 of 2009), on the mechanisms that define the standard for the linkage of the integral administrator of the fleet of the SETP, i.e. the steps to follow in the understanding of a restructuring as the first option and the steps followed if the restructuring does not materialize. The legal analysis should define how it would start or at what point the reorganization option would end, to pass the selection process, if is the case.

¹⁵ Pursuant to Law 1753 of 2015.

develop amongst other aspects: 1. The selection of applicable contractual figures. 2. The operator selection mechanism. 3. Structuring of previous studies. 4. Structuring of the Study of the Sector. 5. Structuring of the tender specifications. 6. Structuring of the contract minutes.

NOTE: THE CONSULTANT will have to structure from the beginning of the study, the scenarios, preliminary documents and other deliverables that will have to be complemented as the results are obtained.

PHASE VI: PARKING PLAN AND OTHER ALTERNATIVE SOURCES OF FINANCING FOR THE SETP

According to the results of stage III, the best scenario will be selected through the methodology that THE CONSULTANT proposes, in order to define the zoning and location criteria of the parking spaces, mechanisms of incentive and penalties, and technological requirements of the parking system.

The fare structure should include the analysis of the implementation of a dynamic collection scheme in different periods of the day with zone differentiation. This implies the generation of a methodology of dynamic and automatic fare establishment in each zone with maximum and minimum collections depending on the demand of the general system of public parking of the zone and the time period (and the city in general) becoming a tool for the management of private individual transport demand. The model must specify the conditions that must be fulfilled in order to obtain feasible results, both for demand management and the sustainability of the parking business.

In terms of financial structuring it must contain at least the sustainability of the system and analysis of fare sensitivity.

In addition, it will be necessary to generate the design of a methodology of calculation and adjustment of the fare and the periodicity of the same through the preparation of an optimization matrix, according to the demand for parking, and taking into account the strategy for the calculation of the equilibrium point, where the demotivation of the use of private transport and the incentive to the use of public transport and non-motorized modalities are evidenced.

For the definition of the activities and/or projects, within the strategic lines in short, medium and long-term scenarios, times should be established in accordance with the Master Mobility Plan. Each activity and/or project should contain a strategy, a detailed description of how to carry it out, the term, the actors involved, the institution/entity in charge of its execution, the costs, an opportunity cost analysis and the financing strategy and its possible sources. The Plan costs will be totaled for each strategic line, through a financial analysis exercise, emphasizing the priority actions and investments of the activities and/or projects.

The financing strategy and possible sources, including from the resources of the city itself, the private sector, the department, national government, credit and other sources deemed available, should be defined in a detailed manner.

Finally, it will be necessary to define the phases and methodology of implementation and monitoring by means of indicators, as well as to establish the institutional component of the same. The conclusions and recommendations on the guidelines and planning tools that govern the Parking System should be generated.

Likewise, a model of financial sustainability of the SETP will have to be developed in the short, medium and long-term based on tools of economic utilization of the management of the public space, the land and the demand of transport for

the city (including parking management). Strategies that can be implemented for the municipality of Manizales should be identified, valued and prioritized.

PHASE VII: TECHNICAL, LEGAL, FINANCIAL AND SOCIAL STRUCTURING OF THE STRATEGIC PUBLIC TRANSPORT SYSTEM

From the feedback of the technical, legal and financial components developed in the previous phases, THE CONSULTANT must deliver the final document containing the technical, legal and financial structuring of the SETP, with each and every one of the other documents and databases that are part of the final deliverables. Within this document, THE CONSULTANT should include a socioeconomic evaluation that will serve as a support for the national government's validation.

THE CONSULTANT must provide a detailed Plan for the implementation and commissioning of the operation of the SETP, evaluating phases, resources, activities, prioritizing and breaking down the actions that must be advanced for the development of each formulated stage. The plan must interconnect activities of the different social, technical, financial and legal components considered and structured throughout the study.

The definition of the roles and responsibilities of all of the actors of the SETP are important to define at this point, for each of the implementation activities and milestones.

The implementation and commissioning plan must be adjusted to measurable periods of time, allowing for the setting of milestones and execution dates, as well as targets for the municipal administrations.

THE CONSULTANT must include within the final document a deliverables chapter which documents and makes visible the activities of participation and dissemination carried out throughout the development of the consultancy, and in which the specific actions are evidenced and the design aspects from which the incorporation of the approach of social inclusion and gender in the project are guaranteed. This chapter should include as a minimum:

- i. Digital archive of photography and video.
- ii. Attendance lists, minutes, documents and written reports of the various activities and meetings undertaken with the community, public institutions, social organizations, opinion leaders, media and other relevant project stakeholders.
- iii. To demonstrate the feeling (perceptions and expectations) of the community, and relevant stakeholders with respect to the project, how it affects them, whether positively or not, in what way, amongst other relevant aspects. Characterization of the population potentially affected by the SETP of Manizales (disaggregated by sex, age, socioeconomic level and occupation) and the roadmap to mitigate possible future conflicts.
- iv. Gender and Social Inclusion Action Plan, which determines the short, medium and long-term roadmap for its implementation (see Annex II.).

THE CONSULTANT should prepare infographic resources that orient and synthesize the main results of each component of the structuring (diagnosis, social structuring, technical, financial and legal, and implementation plan). For the design of the final artwork three (3) different infographics are required, which will be selected throughout the execution of the consultancy. For each one THE CONSULTANT must deliver 50 copies, under the conditions and guidelines of the Findeter communications team.

In addition, THE CONSULTANT must submit an executive report containing the most important aspects of each of the phases and their respective conclusions; this document must not contain more than 50 pages. This document must be aligned with the validation requirements for the structuring of the SETP, issued by DNP, in consideration of current regulations.

Also, THE CONSULTANT will have to structure and deliver a Marketing and Communication Strategy for the implementation of the SETP. It must include at least the following:

- i. Design the marketing and communications strategy. It should include the design of tools and strategies for user attraction, value-added generation for the customer, customer service strategy and measurement and characterization of user satisfaction and non-user.
- ii. Identification of the vulnerability matrix of the commissioning process of the SETP operation, with respect to positive and negative reactions of users and community in general, including the respective mitigation strategies to potentiate the system implementation.
- iii. To propose channels of communication and community participation for the supply and gathering of information that allows the impact of the project to be monitored according to each phase.
- iv. To design a strategy that encompasses different channels of communication (web pages, social networks, circulars, billboards, graphic pieces, classified ads in the media, etc.) to keep the community informed about the project.
- v. Daily monitoring of the news, whether positive and/or negative, recorded by the media about the development of the project and its impact on the community. This in order to anticipate and contain any adverse situation or to highlight positive states.

A Final Dissemination and Sensitization session should be scheduled with actors from the municipal government, national government and Findeter, to deliver the final results of the structuring.

THE CONSULTANT must support the municipality in the process of validation before the National Government, supporting the municipal administration in the presentation and solution of observations that the DNP formulates in said process, until the final pronouncement of the DNP on the corresponding endorsement.

2.2. GENERAL OBLIGATIONS OF THE CONTRACTOR ABOUT THE PROJECT EXECUTION

The bidder awarded the contract resulting from the present contracting process is committed to the Financiera de Desarrollo Territorial S.A. – FINDETER to complying with each and every one of the obligations that are derived from these Terms of Reference, those from the economic proposal of the contractor, the special ones contained in the previous studies, and those that by their essence are considered essential for the correct execution of this contract, under the terms provided for in articles 863 and 871 of the Code of Commerce and 1603 of the Civil Code, and the following general obligations:

1. To abide by the Constitution, the Law, the principles of the administrative function and the principles of fiscal management enshrined in article 209 and 267 of the Political Constitution, the Policy of Contracting Services by Third Parties of Findeter, and other concordant and regulatory norms.
2. To comply with the purpose of the CONSULTING CONTRACT, according to the documents of the call including the studies and documents of the project, and the reports and concepts that are generated in the development of the same.

3. Comply with the technical, legal, economic, financial and commercial conditions demanded in the call and consigned in the proposal.
4. The agreed work programme shall be compulsory for the contractor who will not be able to modify it unilaterally. The amendment of the work programme must be based on fully justified causes and shall require the written approval of THE CONTRACTING PARTY, prior the approval of the SUPERVISION. If THE CONTRACTOR does not comply with the work programme, the Supervisor may require in writing the increase in the number of shifts, the working day and/or the team, and, in general, the actions necessary for the fulfilment of the work programme, without the carrying out of such actions generating additional cost for the CONTRACTING PARTY. The reluctance of THE CONTRACTOR to take the required measures is considered as non-compliance in accordance with the provisions of the contract, giving rise to the application of the penalty clause. Such requirements of the SUPERVISOR will not increase the value to pay the CONSULTING CONTRACTOR and these conditions are understood to be accepted by the bidder with the delivery of their proposal.
5. To submit and prepare the reports, concepts, and other works that are requested in the development of the CONSULTING CONTRACT.
6. To abide by the instructions that during the development of the CONSULTING CONTRACT are taught by the SUPERVISOR and to subscribe the document that in development of the CONSULTING CONTRACT are indispensable and all those that have the technical, juridical or administrative justification necessary.
7. To act with loyalty and good faith in the different pre-contractual and contractual stages, avoiding delays or any other situation that obstructs the normal execution of the CONSULTING CONTRACT.
8. Do not agree to any petitions or threats from those parties acting illegally in order to create or omit any fact.
9. To maintain professional confidentiality about the information that is provided for the development of the object of the CONSULTING CONTRACT.
10. To advance the processing and approval of the invoices, submit to THE SUPERVISOR, the relevant report and/or corresponding products, as well as the proof of affiliation and payment of contributions to the General System of Integral Social security (pensions, health and occupational risks) and payroll withholdings of staff for the execution of the CONSULTING CONTRACT.
11. To supply and maintain during the execution of the CONSULTING CONTRACT and until its completion, the professional personnel offered for the execution of the contract. If the CONSULTING CONTRACTOR needs to change the proposed professional or personnel, they must request in writing to the CONTRACTING PERSON the substitution of said professional or person, who must have a profile equal to or greater than the person who withdrew. The acceptance of the new professional will be subject to the approval of the CONTRACTING PARTY. THE CONSULTING CONTRACTOR will be responsible for the payment of salaries, social benefits and compensations of all the staff in charge of the implementation of the CONSULTING

CONTRACT, with it being clear that no type of employment connection of the staff of the CONSULTING CONTRACTOR with the CONTRACTING PARTY exists.

12. To constitute the respective guarantees of the CONSULTING CONTRACT and to maintain them in force in the established terms. The guarantees must be submitted as a requirement for the subscription of the contract initiation document.
13. Ensure that the professional and technical personnel, and consultant(s), and any other personnel required to execute the contract, have the corresponding license and/or professional card.
14. Execute the work in such a way that the applied procedures are compatible not only with the necessary technical requirements but with the legal provisions, the special rules for the management and obtaining of the specific authorizations and permits required for the use and utilization of natural resources. Non-observance of the foregoing precepts shall be the responsibility of the CONSULTING CONTRACTOR.
15. Guarantee to the CONTRACTING PARTY that it will comply with the legal, regulatory and contractual environmental requirements, and that it will not generate damage or harm to the TERRITORIAL ENTITY or to third parties for this reason, therefore, any penalties imposed by the Environmental Authority for this concept shall be paid directly by THE CONTRACTOR, who, by means of this document, authorizes it to be compensated for the outstanding balance of the contract value.
16. Comply with all the provisions on Social Security issued by the Ministry of Labour and the current regulations of the TERRITORIAL ENTITY. Special care must be taken to safeguard the physical integrity of the workers and the community directly and indirectly affected and a report must be attached to each monthly record. When the SUPERVISOR establishes that there is non-compliance in this regard, the CONSULTING CONTRACTOR will inform, in the first instance, the CONTRACTING PARTY for the purpose of the penalties envisaged for non-compliance.
17. Comply with all current industrial safety and occupational health regulations in the country.
18. To respond for the payment of the taxes for the perfecting and execution of the CONSULTING CONTRACT.
19. To respond for any damage caused to property, to the staff it hires and to third parties in the execution of the CONSULTING CONTRACT.
20. To respond for any claim, whether judicial or out of court, that are filed by persons or subcontractors due to the contract.
21. To submit the reports, documents and in general all the deliverables of the CONSULTING CONTRACT in accordance with the provisions established in the General Law of Archive (Law 594 of 2000) and other concordant and complementary rules.

22. The others which, by law, correspond to the Terms of Reference of the CONSULTING CONTRACT or that are necessary for the full fulfilment of the same.

2.3. CONSULTING CONTRACTOR INITIATION DOCUMENT

For the commencement of the CONSULTING CONTRACT, the consultant and the supervisor must subscribe the corresponding initiation document, upon verification of compliance with the following minimum requirements, which are an integral part of the document such as annexes and which shall contain amongst others:

- I. Place and date of subscription of the document.
- II. Name and complete identification of the participants.
- III. Term per stage.
- IV. Start and end date.
- V. Value.
- VI. Information of THE CONSULTANT and supervisor.

Its subscription will proceed once compliance has been verified, amongst others, of the following requirements:

- a. **Approval of professional profiles:** The supervisor will verify and approve the professional profiles designated by THE CONSULTANT for the execution of the consulting contract. It shall also verify the contracts of employment and/or the service-delivery contracts signed between the staff and THE CONSULTANT or between these and any of the members of the plural bidder.
- b. **Approval of Warranties:** The supervisor shall verify that the required guarantees are approved and shall require THE CONSULTANT to comply with the constitution, modification and presentation of the guarantees, as set out in the terms of reference and within the stipulated terms.
- c. **Verification of the Estimate Form for the Detailed Economic Proposal and Multiplier Factor:** The supervisor will validate the estimate format for the detailed economic proposal and multiplier factor.
- d. **Affiliation to integral social security:** The integral social security affiliation and payment supports for all proposed personnel will be verified.
- e. The signing of the letter of commitment about the incorporation of the gender equity and social inclusion approach in the development of the project.

2.4. PRODUCTS

Next, we describe the products to be delivered in each of the phases in which the project will be developed:

PHASE	PRODUCT	TERM FOR THE CONSULTANT
PHASE I	Work plan, methodology and timeline	Two (2) weeks from the signing of the Initiation Document.

PHASE	PRODUCT	TERM FOR THE CONSULTANT
PHASE II-a	Secondary information available review report Map of stakeholders	Four (4) weeks from the signing of the Initiation Document.
PHASE II-b	Report of the base line and diagnostic of the current situation of the parking spaces	Ten (10) weeks from the signing of the Initiation Document
PHASE II-c	Report of the base line and diagnostic of the collective public transport system	Ten (10) weeks from the signing of the Initiation Document
PHASE II-d	Report of the dissemination days, motivation and participation	Twelve (12) weeks from the signing of the Initiation Document.
PHASE III	Social structuring report of the strategic public transport system	Twenty (20) weeks from the signing of the Initiation Document
	Report of the initial proposal for the technical structuring of the SETP	Twenty-eight (28) weeks from the signing of the Initiation Document
	Report of vision and objectives of the parking plan	
PHASE IV	Report of the initial proposal for the financial structuring of the SETP	Thirty-two (32) Weeks from the signing of the Initiation Document
PHASE V	Report of the initial proposal for the legal structuring of the SETP	Thirty-two (32) Weeks from the signing of the Initiation Document
PHASE VI	Report of the proposal of the parking plan and other alternative sources of financing	Thirty-six (36) weeks from the signing of the Initiation Document
PHASE VII	Final and executive report and other deliverables of the ESTLF of the SETP	Forty (40) weeks from the signing of the Initiation Document

		MES 1				MES 2				MES 3				MES 4				MES 5				MES 6				MES 7				MES 8				MES 9				MES 10					
FASE	SEMANAS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40		
I	Plan de Trabajo	x	x																																								
II-a	Revisión Secundaria	x	x	x	x																																						
II-b	Diag-Línea base Estacionam			x	x	x	x	x	x	x	x																																
II-c	Diag-Línea base			x	x	x	x	x	x	x	x																																
II-d	Jornadas				x	x	x	x	x	x	x	x	x																														
III	Técnica Inicial													x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x														
IV	Financiera Inicial																							x	x	x	x	x	x	x	x	x	x										
V	Legal Inicial																							x	x	x	x	x	x	x	x	x	x										
VI	PE y fuentes fin																															x	x	x	x	x	x	x					
VII	ETLFS																																		x	x	x	x	x	x	x	x	x

The products to be delivered, according to the previously established phases:

PRODUCT I: Work plan, methodology and timeline that includes the development of the project-wide activities, the consultancy focus and the development methodology; this includes all activities related to social and gender inclusion. This first report should include planning the activities planned in the timeline with times and responsibilities, the secondary information collection strategy and timeline, reflecting the respective disseminations. Information required by the consultant during the study should also be submitted. In the same way, it should include the detailed methodology of primary information gathering required for the structuring of the SETP. With the approval of this product by the technical committee, the field work can be started.

PRODUCT II-A: Secondary information available review report, which includes a synthesis of the results of the existing conceptual studies for the SETP, as well as the contents of the Master Mobility Plan of the municipality related to the SETP. Map of stakeholders in the municipality.

PRODUCT II-B: Report of the base line and diagnostic of the current situation of the parking spaces where it is included as an annex, the field information in accordance with the above specifications, and the databases of the information collected in editable format and duly digitized in ". xls" files.

PRODUCT II-C: Report of the TPC base line and diagnostic, where it is included as an annex, the field information in accordance with the above specifications, and the databases of the information collected in editable format and duly digitized in ". xls" files. Analysis and case studies on the social impact of similar projects, compilation of information disaggregated by sex, age, socioeconomic strata and occupation.

PRODUCT II-D: Development of the days of participation and dissemination and their due reports with the indicated documentation.

PRODUCT III: Report of the initial proposal of the technical structuring of the SETP with all the results obtained by each of the analyses. In addition, all the files that make up the transport model must be delivered with the bases that comprise it and its proper explanation.

PRODUCT IV: Report of the initial proposal of the financial structuring of the SETP with all the results obtained by each one of the analyses. In addition, all the files that make up the financial model must be delivered with the databases and their respective user manual.

PRODUCT V: Report of the initial proposal of the legal structuring of the SETP with all the legal instruments that will allow the implementation of the system.

PRODUCT VI: Report of the proposed parking plan and other financing alternatives.

PRODUCT VII: Final and executive report of the ETLF of the SETP.

Using the end products create a publication that includes design, writing, editing, layout and correction of style, as well as infographics (minimum 5), and diagrams and visual aids that facilitate the communication of technical content to different actors (Municipal administration, community, etc.). The publication must be delivered in digital format, with the specifications requested by Findeter.

PARAGRAPH. All of the deliverables mentioned above must be reviewed and approved by the technical committee and the supervisor of the contract to be subscribed. In the event that the products do not correspond to the required content, the supervisor may request a new programming in the delivery of the products as appropriate. If observations are submitted to the deliverables, they must be incorporated into the final works carried out by the consultancy. In any case, the consultant must adopt the recommendations of the contract supervisor, who will transmit the suggestions of the technical committee. Likewise, all reports must be approved by the supervisor of the contract prior to the favourable approval by the technical committee.

Note 1: It will be a compulsory condition for the selected consultants to make the delivery of all the documents of the study in Spanish.

Note 2: The professionals of the consultancy work team who are appointed to interact with the contracting entity, supervision, state entities, stakeholders and the community in general must do so in Spanish.

2.5. PAYMENT FORM

THE CONTRACTOR will pay THE CONSULTANT the value for which the contract was awarded. THE CONSULTANT shall deliver the reports containing the requested products, which will be charged once they are approved by the SUPERVISOR following approval by the members of the technical committee, as follows:

PRODUCTS	% OF PAYMENT WITH RESPECT TO THE TOTAL VALUE OF THE CONTRACT
II-a	10
II-b	15

PRODUCTS	% OF PAYMENT WITH RESPECT TO THE TOTAL VALUE OF THE CONTRACT
II-c	10
III	15
IV	20%
V	
VI	10%
VII	20%

Note 1: The value of this contract corresponds to the lump sum under which THE CONSULTANT is obliged to execute the contract in its entirety, under the terms and conditions described in these terms of reference. It is understood that the resulting contract does not correspond to a Contract based on unit prices, nor will it imply that any variation in prices or the number of units offered in the proposal are recognised.

Note 2: Submission of documents for payment: THE CONSULTANT must submit to FINDETER for each payment the following documentation: **1.** Product(s) filed in physical and magnetic medium, duly approved by the supervisor of the contract, **2.** Proof of being up to date in the payment of employment withholdings contributions relating to the Integral Social security system, as well as the National Learning Service-SENA, Colombian Institute of Family Welfare-ICBF and the family compensation funds, where appropriate, or the certification of the payment of pension contributions, Occupational Hazards and Family Compensation Fund, of all the personnel directly linked to the implementation of the project, including the independent staff who provide their services for the implementation of the project, and **3.** The invoice or equivalent document, after the receipt to satisfaction by the supervisor of the contract has been issued.

Note 3: In any case, THE CONSULTANT must adopt the recommendations of the supervisor of the contract, who will transmit the follow-up suggestions of the technical committee in order to make the adjustments in the information gathering. All reports must be approved by the contract supervisor.

Note 4: Costs: The fixed lump sum shall include all costs, including personnel, subcontracts, document printing costs, communications, travel, lodging, food, taxes and all other expenses incurred by THE CONSULTANT in the provision of the described services.

2.6. DELIVERY AND RECEIPT TO SATISFACTION DOCUMENT

Within the contractual period, THE CONSULTANT shall deliver all the products covered by the contract in accordance with the time limits defined for each of them, with the full technical requirements; however, the contract supervisor reserves the right to request to THE CONSULTANT the adjustments or corrections of the activities or products that are not developed in accordance with the contracted technical scope.

Upon completion of the execution term, THE CONSULTANT and the supervisor will subscribe the Delivery and Receipt to Satisfaction Document.

2.7. KNOWLEDGE OF THE PROJECT SITE

It will be the responsibility of the bidder to know the conditions of the site of the execution of the project and/or activities, and with the submission of their proposal they state that they know them. Consequently, it will be at the risk of the bidders to inspect and examine the places where the work and activities will be performed, and the surrounding sites and areas, and to inform themselves about the form, characteristics and accessibility of the site.

With the submission of the proposal, the bidder declares that it fully knows all the legal, technical, environmental, economic and social circumstances for the development of the project, especially those that may affect the execution of the activities and/or the project and influence the calculation of the value of the proposal. Therefore, ignorance of these aspects will not serve as a valid excuse for subsequent claims.

2.8. SPECIFIC EXPERIENCE OF THE MINIMUM STAFF REQUIRED

For the development of the contract, the selected bidder must have the personnel required to ensure the execution of the contract, which at least is that defined related in the MINIMUM PERSONAL REQUIRED ANNEX, which is mandatory for the project. The resumes and professional training supporting documents and experience must be submitted by the selected bidder within five (5) business days following the Remission of the Selection Act, for verification of compliance by the supervisor, who will validate that they meet the minimum or higher requirements thereof, as a prerequisite for the signing of the Contract Initiation Document. **It is important to remember that to ensure the promotion of gender equity, at least 30% of the staff must be female.**

With the presentation of the proposal the bidder guarantees that it has the personnel, the minimum profiles and time assignments required for the execution of the contract and will maintain them during the execution of the same.

Therefore, for the preparation of its economic offer it must consider the totality of the minimum personnel, in addition to that which the bidder considers necessary for the correct execution of the contract and must budget for it in its economic proposal. Therefore, no later claims will be accepted alleging that sufficient staff or resources had not be contemplated for the implementation of the contract within the proposed value, and the CONTRACTING PARTY will not recognize any amounts for said concept.

The contracting entity reserves the right to request the replacement of professionals, if it verifies that the proposed professionals do not have the necessary time availability to fulfil what is requested for the development of the object of this selection process due to them being engaged in other projects of the vice-presidency of planning.

For the purposes of verifying the proposed professionals, the selected bidder must submit to the supervisor, to certify the professional training and experience, the following supporting documents:

- A. In order to accredit the professional qualification, in the case of professions that according to law have a professional card, a simple copy of said card should be provided, which is accompanied by the certificate of validity as applicable legally. Other professions will be accredited by providing a photocopy of the diploma or degree certificate.
- B. Certifications that prove the experience of the proposed professional.

2.8.1. RULES FOR THE ACCREDITATION OF THE SPECIFIC EXPERIENCE OF THE PROPOSED STAFF

Without prejudice to the verification of the personnel only being performed to the selected bidder by the supervisor, the minimum academic training and experience of the staff proposed up to the closing date shall be taken into account, so that the proposed personnel must have had the academic training and required experience accredited by the closing date. For verification purposes, the selected bidder must provide the supervisor of the contract the certificates of experience and/or other supporting documents that allow the execution of the contract or project to be evidenced, in accordance with the following options:

OPTION A: Certificate issued by the contracting entity (understood as that entity of public or private law that contracted the project or work) where the position and/or functions and/or products delivered or developed are evidenced, as well as the date of execution of the activities and/or products.

OPTION B: Certificate of experience issued by the contracting entity (whether the services of the professional were contracted by an individual or legal person) where the position and/or functions and/or products delivered and/or developed are evidenced, as well as the date of execution of the activities and/or products.

OPTION C: In the event of not having the certification defined in the previous points, a copy of the contract and the liquidation document and/or the termination of the labour contract, or the provision of services, or the corresponding document, must be attached, where the execution of the same is certified and the position and/or functions and/or activities and/or products delivered or developed are evidenced, which must be subscribed as appropriate by the auditor and/or supervisor and/or representative of the contracting entity and the Contractor.

If the documentation described in any of the aforementioned alternatives was granted abroad, it must be apostilled or legalized, as appropriate, by the **Selected bidder**, as required by these Terms of reference. Without prejudice to the foregoing, if it is not possible to provide said formalities, a simple copy of such documents may be provided, accompanied by an affidavit rendered before a Notary Public; in the case of rendering an affidavit in a foreign country, the apostille or legalization procedure must be performed, as appropriate, fully complying with the requirements of these Terms of Reference.

The certifications of experience are considered to be issued under oath, however, the entity reserves the right to verify the information provided by the bidder and to request the clarifications or documentation it deems necessary.

Certifications signed by the proposed staff themselves, i.e. self-certification, will not be considered to be valid to verify or evaluate the professional experience.

Where the documents of the accreditation options do not contain the information that allows their verification, the bidder may annex a copy of the supporting documents of the case (provided that they are issued by the contracting entity), allowing the execution of the contract or project to be demonstrated or to take the missing information.

The professional experience of the minimum staff will be computed from the termination and approval of the academic curriculum of higher education in accordance with the provisions of article 229 of Decree Law 019 of 2012, and to accredit it the bidder must present the certification of completion and approval of the academic curriculum of higher education duly signed by the educational institution. Notwithstanding the previous, if the bidder does not have the aforementioned certification, it may provide the degree and/or degree certificate, from which the entity will take the information to calculate for the professional experience.

As a good contracting practice, in this process the requirements and equivalence provisions of general professional experience will be taken into account, which will be accepted only for those profiles of the Terms of Reference of this private call, in which it was expressly established that it proceeded according to the parameters indicated herein.

2.9. STAFF TIME DEDICATION

When the selected bidder has one or more contracts with the contracting entity, it shall be verified prior to the signing of the Contract Initiation Document for the present selection process that the proposed personnel do not exceed 100% of the accumulated dedication, in which case the contracting entity may request the replacement of the staff that exceed this time dedication.

2.10. ANALYSIS OF FORESEEABLE RISKS OF THE FUTURE CONTRACT - RISK MATRIX

The matrix of contractual risks is an integral part of these Terms of Reference and therefore of the contract that is subscribed. This is the result of an exercise in the identification, valuation and distribution of these risks.

If the stakeholders estimate that there are contractual risks not foreseen in the contractual risk matrix proposed by the contractor, it must be announced at the stage of submission of observations, so that they can be evaluated, and if relevant they are incorporated into the corresponding matrix. It will not be possible then to allege economic imbalance of the contract due to factors that could be foreseen in the pre-contractual stage based on the knowledge of the selection process, the documents and studies of the project, as well as of its context, and that have not been announced by THE CONSULTANT at that stage. The contractor reserves the right to accept or not the observations that are made about the distribution of foreseeable risks under the responsibility of the contractors. The level of probability of occurrence of risks and the impact of the contract depends on the effectiveness or not of the actions carried out by the contractor to eliminate or mitigate, as the case may be, the risks that arise during the execution of the contract.

It is the responsibility of the bidders, for the preparation and presentation of their proposal to know, evaluate, accept and include the contractual risks contained in the definitive matrix, which is understood to be declared with the presentation of the proposal.

Consistent with the above, based on due diligence and on the principle of pre-contractual good faith in article 863 of the commerce code, which the bidder must have when making its proposal, it is understood that all the risks of the contract were considered at the time of the preparation of their proposal.

The classification, estimation and distribution of the foreseeable risks of the contract subject to this call shall be subject to the criteria defined in this subparagraph, without prejudice to the scope of the obligations of each party, in accordance with the relevant legal provisions, the nature of the contract and the content of the rules of participation, considering, predominantly, that in general, the contractor is responsible for the execution of the contract in accordance with the technical documentation provided by FINDETER, and the payment of the agreed value is the responsibility of this entity. The entity and the bidder, with the presentation of its proposal, understand as a foreseeable contractual risk that which meets the following characteristics:

Its provision is subject to terms of rationality, considering the experience of the contractor in projects similar to those that constitute the object of the contract.

Its concretion carries an equity damage for one or both parts of the contractual relationship.

It is an event that it is prior to, concomitant with, or that occurs after the entering into of the contract. In the event of it being prior to or concomitant with, neither party should know it, and it cannot be said to be obligatory knowledge for any of them due to reasons such as their technical or professional expertise, their corporate or personal experience or their previous specific inquiries.

Its concretion or knowledge must be presented during the execution of the contractual relationship or after its termination, provided that, in the latter case, some of the obligations emanating therefrom are pending compliance.

The damage resulting from the concretion of the risk must be assumed by the party to which it was assigned, in such a way that, if it directly affects its equity, it must bear it entirely, and if, on the contrary, it affects the equity of the other party, it must reinstate the lost equity up to the proven amount of the damage.

1. Classification

FINDETER has grouped the foreseeable contractual risks in various general categories that could affect the achievement, in the agreed terms, of the contractual purposes.

2. Estimation

The foreseeable risks will be estimated as unlikely, probable or very probable, according to the greater or lesser probability of their occurrence.

3. Assignment

It is the result of the classification and estimation of foreseeable risks in order for them to be managed efficiently and to establish which of the parties will bear the negative consequences of their concretion.

The risk matrix for this contract is shown as an annex document of these Terms of Reference (See annex III).

2.11. SUPERVISION OF THE CONTRACT

The supervision of the contract will be executed by the **Sustainability and New Business Manager of FINDETER** or by whom it appoints by means of written communication, whose responsibilities are indicated in the Supervision and Audit Manual of FINDETER and shall permanently carry out the technical, administrative, financial, accounting and legal follow-up of the contract, and also verify the correct execution of the object.

The contract supervisor is entitled to request reports, clarifications and explanations on the development of the contractual execution and shall be responsible for keeping the CONTRACTING PARTY informed of the facts or circumstances which may constitute acts of corruption typified as punishable conduct or which may endanger or jeopardize the fulfilment of the contract, or where said breach is present.

In no case will the supervisor have the power to modify the content and scope of the contract signed between THE CONSULTANT and the CONTRACTING PARTY, or to exempt any of them from their obligations and responsibilities.

2.11.1. Technical Committee:

For the purpose of monitoring the technical quality of the consulting products and the integral support for the successful development thereof a Technical Committee will be conformed by One (1) Delegate of the Prosperity Fund Colombia and two (2) delegates from FINDETER. The position of Secretary in the Technical Committee will be exercised by the delegates of FINDETER.

One (1) delegate of the municipal administration may participate in the Technical Committee, that may formulate observations about the products, whose provenance will be analysed by the Technical Follow-up Committee, an instance that must review and approve all the products submitted by the consultant.

The Committee Technical may request the support of professionals in the subjects it considers pertinent or request the accompaniment of different entities at the national, departmental or municipal level.

2.12. GUARANTEES

CONTRACTING PARTY: FINANCIERA DEL DESARROLLO TERRITORIAL S.A. – FINDETER NIT: 800.096.329-1

In order to support the fulfilment of each and every one of the obligations that arise under the responsibility of the consultant with the contracting entity, by reason of the entering into, and the execution of, the contract, the prior study and anticipation of the possible risks in the execution of the same, the consultant must constitute an insurance policy or bank guarantee on first demand, issued by an insurance company or a banking entity or establishment; legally constituted in Colombia, as appropriate.

This insurance policy or bank guarantee that is constituted, will be distributed in the coverage of the following risks that affect the execution of the contract, with the following protections, coverage and validity as follows:

SAFEGUARD	AMOUNT OF SAFEGUARD	TERM
Fulfilment of the contract	20% of the total value of the contract	In force for the period of execution of the contract and six (6) months more
Quality of Service	20% of the total value of the contract	In force for the period of execution of the contract and three (3) years more, counted from the date of subscription of the delivery document and receipt to satisfaction of the contract
Salaries and social benefits	10% of the total value of the contract	In force for the term of the contract execution and three (3) years more

The policy issued by the insurance company must contain, by express condition, that for the purposes of this contract, no provision of proportional compensation shall apply that is tied to the fulfilment of the insured obligation. Thus, the insurer will indemnify at all times according to the value insured in the policy, regardless of the proportions fulfilled of the contract.

The approval of the guarantees by **FINDETER** is a prerequisite for the commencement of the execution of each one of the phases of the contract, which is why no phase of the contract may initiate the execution of the contract without the respective approval of this prerequisite.

For their approval, the guarantees must be submitted accompanied by the respective annexes and supports of the same, as well as the payment support of the corresponding premium. A No expiration certificate will not be accepted due to non-payment.

A. IN ORDER TO CONSTITUTE THE INSURANCE POLICIES, THE CONSULTANT SHOULD:

In the case of insurance policies, THE CONSULTANT shall constitute the guarantees in a format in favour of PUBLIC ENTITIES WITH PRIVATE CONTRACTING REGIMES. This insurance policy must be issued by an insurance company legally incorporated in Colombia, whose parent company is approved by the Financial Superintendency.

THE CONSULTANT must pay the total amount of the premiums that are caused by the issuance of the policies, as well as those that are subsequently caused due to modifications, renewals, extensions or any other annex that is issued based on the policies. Therefore, THE CONSULTANT agrees to deliver the policies with their respective proof of payment within 2 days after the issuance of the policies.

THE CONSULTANT accepts that the CONTRACTING PARTY has an insurable interest in the guarantees referred to in this contract and based on this, if THE CONSULTANT does not deliver the documents within the stipulated time, with the subscription of this contract, it authorizes THE CONTRACTING PARTY to request, update, modify and make the payment of the guarantees in the contractually established terms, being able to deduct the costs and expenses derived

from said management of the balances in favour of THE CONSULTANT, which are caused by the progress or settlement proceedings of the contract in mention. The foregoing does not exonerate THE CONSULTANT from fulfilling their duties on the entering into of this contract, and the contractual and legal proceedings are advanced to obtain said fulfilment or indemnification on its part.

FIRST PARAGRAPH: The approval of the guarantees by the CONTRACTING PARTY is a prerequisite for the beginning of the execution of each of the phases or stages envisaged for the contract execution, which is why no contract in which the existence of guarantees is defined may start execution without their respective approval.

In the event of any observation by the CONTRACTING PARTY to these requirements, THE CONSULTANT shall respond within two (2) business days.

SECOND PARAGRAPH: The validity of the policy begins with the subscription of the contract. THE CONSULTANT must maintain, during the validity of the contract, the adequacy of the granted guarantees. Consequently, in the event of the extension of the contract, or if its value is increased, THE CONSULTANT must certify the corresponding adjustment of the guarantees, once the modification of the contract is subscribed. In the same way, THE CONSULTANT must replace the guarantees when its value is affected by reason of the occurrence of the covered incidents.

In the case of cover, the validity of which must be extended after the expiration of the period of execution of the contract or on receipt to the satisfaction of the obligations thereof, the protected value must also be replenished when the occurrence of the insured risks is verified. The payment of all premiums and other expenses generated by the constitution, the maintenance and immediate restoration of the amount of the guarantees, shall be the sole responsibility of THE CONSULTANT. The guarantees approved will be a prerequisite and necessary for the payment of the outstanding invoices and the last payment of the contract.

THIRD PARAGRAPH: If the object of the contract is divided into stages or phases, the start and end dates for each of them shall be understood as those that are incorporated in the initiation documents and in the delivery and receipt to the satisfaction documents of each stage or phase.

B. TO CONSTITUTE THE BANK GUARANTEE AT FIRST REQUIREMENT, THE CONSULTANT SHALL:

In the case of bank guarantees on first demand, these must be recorded in a private document in which the bank entity or institution expressly, independently and irrevocably assumes, in favour of THE CONTRACTING PARTY, the commitment to honour the obligations borne by the CONSULTANT EXECUTING THE PROJECT, in case of non-compliance by the latter.

And therefore, to pay directly to the CONTRACTING PARTY, on first demand, up to the guaranteed amount, a sum of money equivalent to the value of the damage suffered as a consequence of the breach of the obligations assumed by the CONSULTANT EXECUTING THE PROJECT and the same will be done effective by document constituting non-compliance and will be reported to the bank entity or establishment.



The CONSULTANT EXECUTING THE PROJECT must prove the constitution of the guarantee, by means of the delivery of the document containing the guarantee, signed by the legal representative of the bank entity or by its agent, and it must include: i) the name of the CONTRACTING PARTY beneficiary of the guarantee; ii) the guaranteed risks; iii) the way to make the guarantee required; iv) the value of the guarantee; and v) the validity of the guarantee in accordance with the coverages, amounts and demands made in this numeral.

2.13. LIQUIDATION OF THE CONTRACT

The contract signed by this contracting process shall be liquidated within six (06) months following its termination or in accordance with that agreed in the contract (where applicable).

CHAPTER III SCHEDULE

Activity	Date, time and place as appropriate
Opening and referral of invitations to participate, of the terms of reference, prior study, annexes, technical documents and other documents associated with the process.	October 25 th of 2018
Reception of observations to the terms of reference and annexes	Up to November 22 th of 2018
Referral of the report responding to observations of the terms of reference and annexes or evidence of non-submission of observations	Up to November 29 th of 2018
Closing- deadline for submission of offers Envelopes No. 1 and 2 and Opening of Envelope No. 1	December 6 th of 2018 Time: 05:00 p.m. Place: Correspondence Findeter Calle 103 No. 19 - 20, Bogotá D.C.
Referral of the Application document for Changes	Up to December 13 th of 2018
Opportunity for changes	Up to December 19 th of 2018 Place: Correspondence Findeter Calle 103 No.19– 20, Bogotá D.C.
Referral of the enabling requirements verification report	Up to December 26 th of 2018
Deadline for submitting observations to the enabling requirements verification report	Up to December 31 th of 2018
Referral of the definitive report on enabling requirements	Up to January 4 th of 2019
Opening of Envelope No. 2-Economic proposal and Specific Additional Experience of the Bidder Proposal of the enabled proposals.	January 8 th of 2019 Time: 10:00 a.m. Place: Correspondence Findeter Calle 103 No.19– 20, Bogotá D.C.
Referral of the Economic Evaluation Report	Up to January 11 th of 2019
Deadline for submitting observations to the Economic Evaluation Report	Up to January 15 th of 2019
Determination of the method and economic weighting of the enabled proposals	Second business day following the expiration date of the deadline for submitting observations to the economic evaluation report.
Referral of the Final Evaluation Report and Assignment of Scores (eligibility order)	Up to January 21 th of 2019
Referral of the Selection Document of the Contractor or declaration of void process as appropriate.	Up to January 24 th of 2019

For all the purposes of this selection process, the official time will be Colombian legal time, which will be consulted via the Internet on the website http://www.sic.gov.co/hora_legal

CHAPTER II GENERAL PROVISIONS

SUBCHAPTER I GENERAL INFORMATION

1.1. DEFINITIONS

Terms of reference: Document containing the general and specific provisions of this procurement process.

Consultant Contractor: It will be the natural or legal person who is selected in the present selection process.

Supervisor: It will be the natural or legal person who will advance the supervision work for the execution of the consultancy.

Plural Bidder- Consortium: When two or more persons jointly present the same proposal for the awarding, entering into the execution of a contract, responding jointly for each and every one of the obligations arising from the proposal and the contract. Consequently, the actions, facts and omissions that are presented in the development of the proposal and the contract, will affect all the members that make up said consortium.

Plural Bidder- Temporary Union: When two or more persons jointly present the same proposal for the awarding, entering into the execution of a contract, responding jointly for the total compliance of the budget and contract object, but the penalties for the failure to comply with the obligations arising from the proposal and the contract shall be imposed in accordance with the participation in the execution of each of the members of the Temporary Union.

Offer or proposal: It is the legal Business Project that one person formulates to another, which must contain the essential elements of the business and be communicated to the recipient. It is understood to be communicated when any suitable means is used to make it known to the recipient. The proposal will be irrevocable. Consequently, once it has been communicated, the bidder cannot retract it, otherwise they will have to indemnify the addressee for the damages caused by its revocation, in accordance with the provisions of articles 845 and 846 of the Commercial Code.

The Contracting Party: For all purposes, the Contracting Party is the FINANCIERA DEL DESARROLLO TERRITORIAL – FINDETER S.A.

Annexes: These are the provisions that complement the relevant parts of the respective chapters.

Contract Liquidation Document: A document that shall constitute the contractual and balance-sheet closure of the CONTRACT, which will record the physical and budgetary execution of the CONTRACT, the functionality of the project and the other relevant aspects of the CONTRACT, as well as the adjustments, revisions and recognitions to which there is place and the agreements, transactions and conciliations reached by the parties to put an end to the possible

divergences presented, as well as the manifestations of disagreement of THE CONTRACTOR and to be able to declare it free from obligations. It may be signed by the parties or by the CONTRACTING PARTY.

Forms: These are the suggested tools that allow the bidders to facilitate the preparation of their proposals and to present the information required in the Terms of Reference in a uniform manner. The information required in the formats is obligatory, it must correspond to that requested.

Form 1- Proposal Letter of Introduction: It contains the presentation of the general conditions of the proposal and must be submitted with the duly signed proposal.

Form 2- Certificate of Payment of Employee Withholding Contributions and the General System of Integral Social security: It is intended to certify that the bidder has made the corresponding payments of the employment withholdings contributions and the general system of integral social security as appropriate and must be duly signed. It must be presented with the proposal.

Forms 3 and 3A - Specific experience and additional specific bidder experience: It defines the necessary information that allows the specific (enabling) and additional experience of the bidder that is directly related to the contractual object of the selection process to be verified. It should be presented with the proposal.

Form 4- Economic proposal: It defines the total value of the offer and all the necessary information of the economic proposal and must be presented in envelope No.2 for evaluation and qualification purposes. It must be presented with the proposal.

Form 5 – Detailed economic proposal estimate and multiplier factor: It contains the detailed analysis of the different components that make up the factor that affects the direct costs required for the execution of the consulting contract. The selected bidder must present the duly completed Form in physical and Excel forms for the verification of compliance by the supervisor, who will validate that they meet the minimum requirements established in the Terms of Reference as a prerequisite for the signing of the Contract Initiation Act. These formats are considered only as a tool for the supervision of the consulting contract.

Form 6- Real beneficiary: Is the sworn statement of the identification and information of the real beneficiary of the contract, i.e. the natural or legal person(s) beneficiary(ies) of the contract. This is understood as the person or group of people with legal capacity, who can be bound and make decisions on the presentation of the proposal, subscription, execution, termination and liquidation of the contract, as well as on the management of the economic resources related to the contract and in particular on the distribution of the economic benefits derived from the same. Likewise, the parent companies and their subordinates constitute the same real beneficiary, whether they constitute or not a business group and they must submit their offer duly signed. It must be presented with the proposal.

Form 7. Sworn declaration of the non-existence of a conflict of interest. It is the sworn statement of the bidder, of the legal person and/or of the members of the consortium or of the temporary Union, that they do not have any grounds of conflict of interest preventing them from presenting their proposal or to enter into the contract established in the Terms of Reference. It must be presented with the proposal.

Form 8: Sworn statement form on penalty clauses, collection penalty clauses, fines, penalties or declarations of non-compliance and/or resolution or early termination due to imposed contractor defaults: It is the sworn statement of the bidder, which must be submitted by the natural person or legal representative of a legal entity that is presented individually by each of the members of the consortium or the temporary Union, on the penalty clauses, collection penalty clauses, fines, penalties or declarations of default and/or resolution or early termination due to breaches by the contractor, which have been imposed or declared in the contracts in which they have been the contractor. In the event of not being subject to any of the above, they must provide a duly subscribed Form 9.

Form 9: Sworn declaration form of the non-existence of imposition of penalty clauses, collection penalty clauses, fines, penalties or declarations of default and/or resolution or early termination due to the breach of contracts: In the event that the natural person or legal representative of a legal entity who is presented individually or any of the members of the consortium or the temporary union have not been subject as a contractor to penalty clauses, collection penalty clauses, fines, penalties or declarations of breach and/or resolution or early termination for breaches of the contractor, imposed or declared in the contracts in which they have been the contractor, they must present the respective sworn statement.

Form 10: Declaration form registration in the unique register of bidders of the single business register of the chamber of commerce: It is the sworn statement of the bidder, which must be presented by the natural person or legal representative of a legal entity that is presented individually and each of the members of the consortium or the temporary Union, about the registration or not in the register.

Form 11: Letter of commitment on the incorporation of gender equality and social inclusion in the development of the project – It is a Form provided by FINDETER, in which the consulting firm is committed to promoting gender equality in the execution of the contract.

Form 12: Promise of technical assistance contract – When the specific experience of the bidder is accredited through an international network of consultancy firms, this form must be provided, through which it is guaranteed by the company as appropriate, the provision of technical advice necessary to the contractor to ensure that it has the technical support in the relevant field and thus ensures the successful execution of the activities carried out by the contractor, depending on the specific task that the Technical assistant is obliged to develop.

1.2. LEGAL NATURE OF FINDETER

Financiera de Desarrollo Territorial S.A. – FINDETER, whose creation was authorized by Law 57 of 1989, and its legal status was amended by Decree 4167 of 2011, incorporated as a national mixed economy corporation not assimilated to Industrial and Commercial Companies of the State, irrespective of the participation of public capital in its assets, organized as a credit institution, linked to the Ministry of Finance and Public Credit and supervised by the Financial Superintendence of Colombia.

1.3. APPLICABLE CONTRACTUAL REGIME

The contracting process for this private call is subject to the Colombian legislation and jurisdiction and is governed by the private procurement scheme contained in the Civil code, the Commercial Code and other rules applicable to the matter. Therefore, the terms of reference and in general the documents that are defined in the process shall be subject to the aforementioned standards.

By express request of the Government of the United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office (FCO), the selection process will be advanced through the modality of a Private Call, in accordance with the paragraph c) of section 13.2. *Private call* of Findeter's Third Party Procurement Policy (CON-ST-DA-001 V.3).

1.4. WHO CAN PARTICIPATE IN THIS PRIVATE CALL

The British companies that are in the Commercial Framework developed by the Prosperity Fund of the Government of the United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office (FCO) and applied by the British Embassy in Colombia for the implementation of the resources of the Bilateral Prosperity Fund in Colombia may submit a bid in this private call.

An exception to the above allows the participation of a Colombian company belonging to an international network of firms, or the branch of a British company as appropriate, provided that the proposal is presented with an express authorization from the British company in this regard.

When plural bidders are constituted with Colombian companies or natural persons, the leader of the figure of association must belong to the Commercial Framework, and its share of participation must be at least 30%.

1.5. GUIDING PRINCIPLES

This contracting shall be governed by and subject to the principles of the Administrative and Fiscal Management Function, as enshrined in articles 209 and 267 of the Political Constitution, and to the system of Disqualifications and Incompatibilities provided for in articles 8 of the Law 80 of 1993, articles 13; 15 and 18 of law 1150 of 2007, articles 1 and 4 of law 1474 of 2011 and other concordant rules.

These principles shall be understood and applied in the sense established by law, Colombian jurisprudence and doctrine.

1.6. CALL FOR CITIZEN OMBUDSMEN

The citizen ombudsmen established in the law, will be able to carry out social control of this selection process and the resulting contract, and for this purpose they will be provided with all the necessary information and documentation.

1.7. ANTI-CORRUPTION

In the event special cases of corruption in State entities are witnessed, this fact must be reported to the Secretary of transparency of the Presidency of the Republic or whoever it designates. It can also be reported to www.findeter.gov.co or programantifraude@findeter.gov.co.

1.8. CORRESPONDENCE

With the exception of the proposal, which must be filed in the place indicated in the timetable, each and every one of the documents that the interested party and/or bidder generates and are related to the present selection process, may be forwarded to the email viceplaneacion@findeter.gov.co, which may not exceed 10 MB including the body of the mail. Several emails may be sent but care must be taken that they are all sent before the established date and time, so that they are taken into account by the entity or filed in Calle 103 # 19 – 20 Bogotá. Those documents that are required to be submitted as original documents will not be accepted in electronic mail and must be filed within the established deadline. The interested bidder is responsible for verifying that the information and media submitted have been duly received by Findeter.

It is clearly understood that for all the purposes of these Terms of Reference, the only official correspondence of the process will be that filed and/or sent by any of the established means.

Correspondence that is sent or filed in an entity, directorate or division, dependency, place and/or email different to the above is understood as not being official and is not binding and will not be attended to.

Communications must be sent to:

Attn:

FINDETER – FINANCIERA DE DESARROLLO TERRITORIAL S.A.

CONTRACTING MANAGEMENT

Subject: Number and objective of the private call

Calle 103 No. 19-20 Bogotá DC

Bogotá - Colombia

Identification of the selection process

Phones: 6230311

And must contain at least the following data:

- A. Full name of the person interested in the private call
- B. Bidder data that includes at least: full name, physical address, e-mail address and landline and/or mobile phones.
- C. Identification of the annexes submitted with the communication, if any.
- D. Total number of sheets.

1.9. PUBLICATION OF THE PROCESS

All the documents will be available for the consultation of all those invited to participate, in the facilities of FINDETER located in the city of Bogotá in the Calle 104 No. 18ª-52, offices of the Sustainability and New Businesses Management, where a staff member of the Contracting Management will be available, and which will be recorded in writing.

1.10. SENDING OF THE TERMS OF REFERENCE AND PROCESS DOCUMENTS

The opening of the selection process will be carried out with the sending of the terms of reference and the documents of the process to those invited to participate.

1.11. Remarks about the terms of reference and the documents of the process

Interested parties may submit comments on the content of the present Terms of Reference, its annexes, the risk matrix and any other document related to this private call, in written form, within the terms and dates established in the timeline of the process, via email to viceplaneacion@findeter.gov.co or in writing to the Calle 104 No. 18ª-52, Bogota, Findeter. Consultations will not be accepted by telephone or in person.

The CONTRACTING party shall send the replies to the observations submitted by email on the date established in the timeline of the process. The CONTRACTING party, for the purposes of its reply, may group together those observations of a similar nature.

The report replying to the presented comments will be explanatory or clarifying in nature, as a result, the Terms of Reference will only be amended by means of addenda.

1.12. ADDENDA

Within the term of opening of this private call, the CONTRACTING PARTY, may amend the Terms of Reference through Addenda which will be sent via e-mail, which must be issued no later than the business day preceding the date established in the schedule for the closing of the private call.

Also, they can issue addenda to modify the schedule of the process before the selection of the contractor favoured in the private call.

It shall be the sole responsibility of the bidder to attend and take into account all the addenda issued in the present selection process for the preparation of its proposal.

1.13. PRESENTATION OF THE PROPOSALS

The present process may involve natural or legal persons, whether national or foreign, plural bidders in consortium or temporary union.

Each bidder, whether a natural or legal person, whether participating individually, as a partner or constituted as a consortium or temporary union, must submit only one proposal.

The bidder may submit proposals directly or through an agent, in said event it shall annex the legally granted power in the due form in which the proxy is conferred, in a clear and express manner, providing them with ample and sufficient powers to act, be bound by and to hold the bidder responsible in the process of the present proceedings and in the signing of the contract, together with a copy of the citizenship card or equivalent document of the latter.

The proxy may be a natural or legal person, but in all cases must have a permanent residence, for the purposes of this process, in the Republic of Colombia, and shall be entitled to represent the bidder, in order to perform on its behalf the following activities: (i) Formulate proposals for the selection process of these Terms of Reference; (ii) Respond to the requirements and clarifications requested by the contractors for this process; (iii) Receive notifications as required; (iv) Sign the contract on behalf of and in representation of the successful bidder.

The proxy must comply with the requirements of the General Code of Procedure for the Constitution of Proxies (article 74), as well as with the aspects related to the authentication. The power granted by the foreign natural or legal persons must also comply with the requirements of the General Code of Procedure for the Constitution of Proxies (article 74) and if it is granted in the country of the person's residence must comply with the requirements for authentication and legalization of documents issued by the competent authority abroad or be apostilled, as the case may be.

1.14. PRESENTATION FORM

The bidder must present its proposal at the place, and on the date and time set in the schedule, in a written medium (physical) in two (2) closed envelopes, separated, identified with the name of the project of the private call, containing the documents that make up part of the proposal, in the following way:

1.14.1. Envelope No. 1: Technical proposal:

It must contain the supporting documents and information established in the present Terms of Reference (which will include, amongst others, documents to certify the qualifications of the legal, financial and technical bidder indicated in these Terms of Reference) and must be marked as *Technical Proposal Envelope*.

It must be presented in a written medium (physical), an original and two (2) copies. These documents must be properly numbered with sheets consecutively numbered in an ascending order.

1.14.2. Envelope No. 2: Economic and Specific Additional Experience of the Bidder Proposal

It shall contain: 1) the economic proposal and 2) the information of the contracts which the bidder intends to subject to rating in physical and magnetic means.

It must be presented in a written medium (physical), an original and one (1) copy. These documents must be properly numbered with sheets consecutively numbered in an ascending order.

Note: Each of the contracts that the bidder intends to be included at the Rating Stage will be accredited in the same way as those that were used in the enabling phase.

All the documents of the Proposal: Technical (Envelope No.1) and Economic and Experience (Envelope No.2) must be numbered in a consecutive ascending manner, which means without omitting or repeating numbers, from the first to last sheet. It should not be numbered with any additional character such as A, B, C. The numbering is to be performed in the upper right corner of the document according to the reading direction, in a legible way without amendments, using black and soft pencil, type HB or B, or ballpoint pen with insoluble black ink.

All documentation must be stored in a cardboard folder, with legal size paper of 300 grams or higher, and bound with a binder made of acid-free plastic materials. In order to comply with the General File Law, the documentation should not be presented in an AZ, laminated, ringed or VeloBind folder or folders.

The maximum number of sheets per folder must not exceed two hundred (200) pages, if these are exceeded, the surplus documentation must be included in another folder maintaining the consecutive sheet number.

1.15. RULES FOR THE SUBMISSION OF PROPOSALS

- i. Each bidder, whether a natural or legal person, whether participating individually, as a partner or constituted as a consortium or temporary union, must submit only one proposal.
- ii. In this process proposals may be submitted directly or through proxies, whether natural or legal persons, national or foreign, and they may also make use of Associative Figures such as a consortium or temporary unions, which at the date of submission of the proposal meet the qualifying requirements for participation in the present contracting process.
- iii. The proposal must be presented without erasures or amendments that may affect its characteristics, quantities, unit values or total values.
- iv. If any clarification is made, a note explaining the same should be included.
- v. The proposal, the documents and the communications delivered, sent or issued by the bidders in this selection process, must be presented in the Spanish language. In the case of documents issued in a language other than Spanish, they must be submitted properly translated into Spanish. FINDETER will not be responsible for errors or omissions that may be committed in said translation.
- vi. Proposals sent to other units will not be accepted by e-mail, fax or any other telematic media.
- vii. Proposals submitted after the date and time, or in a place other than those set for delivery, shall be considered as late, and they will not be accepted. Consequently, they shall not be subject to verification or evaluation.
- viii. In the case of discrepancies between the original and the copy, the content of the original proposal prevails.
- ix. In case of any discrepancies between the original economic proposal in the physical original document and that presented in digital form, the original in physical form will prevail, and in the case of any discrepancies

between the economic proposal and/or budget in Excel and PDF Form, the content of the PDF file will prevail. The Excel Form is considered to only be a work tool for evaluators.

- x. The information required in the forms of these Terms of Reference shall be fully completed.

1.16. DOCUMENTS STORED IN THE ENTITY

When the bidder intends to certify any requirement included in the Terms of Reference with documentation that complies with the requirements and is stored in the entity, for having been included in another process within two (2) years preceding the date of submission of the proposal, it must expressly request in the proposal that they be taken in account for this selection process. To this end, it must fully identify the document (s) and indicate its specific relevance, so that the entity can verify them directly, without prejudice to the bidder providing them.

1.17. PROHIBITION OF THE SUBMISSION OF ALTERNATIVE, PARTIAL OR CONDITIONAL PROPOSALS

No alternative, partial or conditional proposals will be accepted.

1.18. TERM FOR RETURN OF THE PROPOSALS

The bidders may request in writing the withdrawal of their proposals before the date and time envisaged for the closing of the private call upon request by the Legal Representative. In this case they will be returned unopened and a written record of the return will be made.

Likewise, once the private call has been completed, the bidders, except for the bidder who is awarded the contract, may file a request for the return of the copies of their proposal within a maximum period of fifteen (15) calendar days following the date of the sending of the contractor selection document. If this does not occur before said period, then the proposal will be sent to general archive for its destruction.

1.19. DEADLINE FOR THE SUBMISSION OF PROPOSALS

The deadline for submission of proposals will start from when the Terms of Reference are sent and will be in the place and up to the date and time that is established in the schedule or in the addenda that are issued for said purpose.

Proposals submitted after the day and time indicated for the closing of the process, or in a different place than that defined in the timetable will not be accepted for any reason.

1.20. DOCUMENTS ISSUED ABROAD

Without exception, all the documents constituting the selected proposal granted abroad shall be submitted by the selected bidder, duly legalized or apostilled, in accordance with the national validation requirements for documents issued abroad. If the document is issued in a language other than Spanish it must be accompanied by the respective

official translation into the Spanish language, by an official translator, accredited by the Ministry of Foreign Affairs of Colombia, and said translation must be submitted duly legalized or apostilled as appropriate.

The requirement for the **official translation** of documents will **only be required for the selected bidder**. However, **all the documents submitted with the proposal, provided in a language other than Spanish, must be accompanied by the respective simple translation**. When the documents by which the experience is accredited are in a language other than English, the simple translation must be submitted translated into English and then said translation must be translated into Spanish.

Apostilled or legalized documents must be submitted by the selected bidder, **within ten (10) business days following the submission of the selection document**. In the event the CONTRACTING PARTY requires clarification it will be requested by e-mail, and the selected bidder will have three (3) business days to reply, sending the documentation with the requested corrections.

1.20.1. LEGALIZATION

Public documents issued abroad by an official of a state not part of the Hague Convention, or private documents from said States, must be submitted duly legalized, for which it will be verified that the following chain of legalization has been performed: (i) The document has been recognized by a notary or the person that it designates, if applicable; (ii) The legalization of the documents before the competent authority in the country of origin (where the documents were issued); (iii) Presentation of the documents, previously legalized, at the consulate of Colombia located in the country in which the document was issued, so that the Colombian Consul recognizes the signature of the authority that legalized it, or in the absence thereof, that of a friendly nation; (iv) Legalize the signature of the Colombian consul before the Ministry of Foreign Affairs of Colombia.

1.20.2. APOSTILLE

In the case of documents of a public nature granted in a foreign country by an official of a State that is a signatory of the Convention on the Abolition of the requirement of legalization for foreign public documents, signed in the Hague on October 5, 1961, only the Apostille will be required. **The Apostille is the process by which the authenticity of the signature is endorsed and includes the title of the public official signing the document** and that is presented to the competent authority in the country of origin. If the Apostille is given in a language other than Spanish, it must be accompanied by an official translation to that language made by an official translator duly accredited by the Colombian Ministry of Foreign Affairs, which shall be duly apostilled or legalized.

WARNING: The Entity hereby notifies that it will strictly apply the provisions contained in the Hague Convention, which was approved by law 455 of 1998, in the sense of verifying that the procedure ascertained before the competent authority endorses the authenticity of the signature and indicates the title of the person who signed the public document.

1.21. PROCEDURE FOR THE VERIFICATION OF CONTRACTS AND/OR PROJECTS GRANTED IN FOREIGN CURRENCY

1. Verification of the date of termination or signing of the delivery document and final receipt of the contract.

2. Verification and identification of the foreign currency in which the contract was signed.
3. Conversion of the contract value to United States dollars, in the event it is in a different currency and its later conversion to Colombian pesos. When the contract has been signed in foreign currency, the value of the United States dollars used will be that in force on the day of the termination date or the signing of the delivery document and final receipt of the contract.
4. The value of the contract or project presented in foreign currency shall be directly established when there is official information allowing the conversion to the comparison currency.
5. The conversion to current statutory minimum wages (SMMLV) shall be made in accordance with the total value of the contract at the date of termination or signing of the delivery document and final receipt thereof.

For the purposes of conversion to minimum wages, in the event that the bidder submits supporting documents about the termination date and the date of signing of the delivery and/or final receipt document, the date to be used for the conversion shall be the contract termination date.

In the event that the bidder does not present documents that comply with the conditions established in the alternatives of accreditation of experience with its proposal or when it is required, where the total value of the contract can be verified, when performing the calculation of the monthly minimum salaries, this contract or project will not be taken into account to accredit this criteria of experience.

The Central Bank of Colombia shall be used for the establishment of the exchange rate:
<http://www.banrep.gov.co/es/tasas-cambio-mundo>

1.22. DISQUALIFICATIONS AND INCOMPATIBILITIES

Any persons that are disqualified or incompatible as indicated in the Constitution and in law, in compliance with the provisions of articles 13 and 15 of law 1150 of 2007, will not be able to participate in the present contracting process, nor to enter into contracts, by themselves or by interposed persons.

Note: If any disqualification or incompatibility occurs with respect to the CONSULTANT, they will cede the contract, prior written consent of the CONTRACTOR or if it is not possible then they will withdraw from the execution thereof.

Where the disqualification or incompatibility of one of the members of a consortium or temporary union comes into being, the latter shall cede its/her participation to a third party, prior written authorization from the CONTRACTING PARTY.

1.23. CONFLICT OF INTEREST

For the purposes of these Terms of Reference, it shall be considered that either individually or as a member of a consortium or temporary union, a bidder may not submit a proposal or sign a contract, when it has a conflict of interest, according to the following definitions:

- I. They incur in any of the grounds defined in law 734 of 2002, article 11 of law 1437 of 2011 and other concordant rules.

- II. They have participated in the structuring, evaluation, approval, viability and financing of the project subject to this private call, as well as structuring the terms of reference and/or evaluating and selection of this contracting process. The conflict of interest will also be predicated on the actual beneficiaries of the same persons.
- III. They have participated or are linked as service operators in the municipality where the consultancy work that this private call is being carried out for will be executed. This prohibition also governs the real beneficiaries of the same persons.
- IV. They have signed a supervisory contract with Findeter during the execution period and until the liquidation of the same. This conflict will also cover the real beneficiaries of the same people.

1.24. DUE DILIGENCE AND INFORMATION

1. The bidder will be responsible for knowing each and every one of the implications of the offer that it makes in this process, and for carrying out all the appraisals and estimates that are necessary to present their proposal on the basis of the General conditions and specific techniques and characteristics of the activity and/or work to be contracted.
2. **PROJECT SITE KNOWLEDGE:** It is the responsibility of the bidder to know the conditions of the site of execution of the project and activities to be executed. Consequently, it shall be at the risk of the bidders to inspect and examine the places where work, activities, the surrounding sites and their surroundings are projected, and to inform themselves about the nature of the terrain, the form, characteristics and site accessibility.

With the submission of the proposal, the bidder declares that it fully knows all the conditions of the project execution site, the activities to be carried out and the legal, technical, environmental, economic and social circumstances for the development of the project, especially those that may affect the execution of the activities and/or the project and influence the calculation of the value of the proposal. Therefore, ignorance of these aspects will not serve as a valid excuse for subsequent claims.

3. By submitting the proposal, it is considered that the bidder has carried out the complete examination of all aspects that affect it and accepts the conditions and decides to submit it.
4. The accuracy and reliability of the information which the bidder consults, other than that referred to by the CONTRACTING PARTY, is at its own risk, as well as its interpretation thereof.
5. It is the responsibility of the bidder to fully know the technical, social, physical, economic, geographical and environmental conditions of the site where the contract will be executed. Consequently, not having obtained all the information that may influence the determination of its offer, will not exempt it from the obligation to assume the responsibilities that correspond to it, nor will it give the right to claims, refunds, adjustments of any nature or additional recognition by the Contracting party, in the event that any such omissions result in subsequent surcharges for the CONSULTANT.

6. Therefore, the proposal's preparation is at the risk of the bidder, which should take into account that the calculation of costs and expenses must be strictly based on their own technical studies and on their own estimates.

1.25. VERIFICATION AUTHORITY

The CONTRACTING PARTY reserves the right to verify integrally all the information or documentation provided by the bidder, being able to go to the sources, persons, companies, entities or to use those means that it considers necessary to achieve said verification.

1.26. SUSPENSION AND/OR CANCELLATION OF THE PRIVATE CALL

The CONTRACTING PARTY reserves the right to suspend or cancel at any time or stage of the process, the private call that is in progress, even before the signing of the contract, when there are circumstances that impede the normal progress of the same.

Likewise, when for reasons of convenience for the entity, it is not necessary to continue with the contracting process, it may be suspended or terminated at any stage, when due to technical, operational, economic, market or force majeure reasons, or on the order of an authority, an irrevocable action of third parties or coexistence issues that can justify this decision.

In this case the CONTRACTING PARTY shall issue a suspension and/or cancellation document as appropriate, that will be sent to the parties invited to participate and/or bidders as appropriate.

1.27. CLOSING OF THE PROPOSAL RECEIPT STAGE

The closing of the selection process will be in the place, date and time limit set in the schedule of the present Terms of Reference, which shall be recorded by a closing document signed by those present, and then it will be sent to the bidders.

1.28. VERIFICATION OF LEGAL, TECHNICAL AND FINANCIAL ENABLING REQUIREMENTS

The verification of the minimum legal, technical and financial enabling requirements defined in chapter IV of the present Terms of Reference will not result in scoring, but they will enable or disqualify the proposal.

1.28.1. RECTIFICATION RULES

The bidder has the responsibility of presenting its proposal in an integral way, that is, answering all the aspects of the Terms of Reference and attaching all supporting documents or proof of the conditions they intend to present in the private call.

Requests for corrections shall be made in the "**Application Document for Rectification**" that the entity will forward to the bidders via e-mail on the date established in the schedule, in order that the bidders clarify, provide information or documents aimed at rectifying the proposal, provided that they can be subject to rectification.

The bidders must establish within the preclusive and peremptory term that is fixed in the timetable for this purpose, the required corrections, in writing and/or in PDF file to the electronic mail viceplaneación@findeter.gov.co or filed in an original duly numbered folder in the facilities of FINDETER, located in Calle 103 No.19-20 Bogota, whose opening hours to the public are from Monday to Thursday from 8:00 to 17:00 and on Fridays from 7:00 to 15:00, addressed to the Contracting Management. Those documents that must be presented in original form, will not be accepted via email, so they must be filed physical and original. **Those received late or those filed in a place other than that designated for their reception will not be taken into account.**

In the event in which the entity has not notified the absence of an enabling requirement or there is a need for clarification of any, and consequently, it was not required in the "Application Document for Rectification", or it warns of the need for clarification or explanation at any time, they may ask the bidders to provide the documents, clarifications or explanations in the term they set in the requirement.

All the requirements of the proposal that affect the allocation of scores or related to the lack of capacity shall not be subject to rectification, so they must be provided by the bidders from the moment of the submission of their proposal.

In the case of application(s) of rectification to enable the proposal, or the clarification or explanation thereof, bidders may not modify, add to or improve their proposals, under penalty of rejection.

1.28.2. ENABLING REQUIREMENTS VERIFICATION REPORT

From the verification of enabling requirements based on the initial proposal and the documents provided in the rectification stage, a report will be drawn up which shall be signed by the evaluators, stating the compliance or not of the enabling requirements of legal, technical and financial order demanded in these Terms of Reference, as well as the express indication of the requests for corrections and the corrections, and the bidders who have not corrected the enabling requirements in the term granted by the entity will be recorded.

The entity will send via email the Enabling Requirements Verification Report on the date established in the schedule of this private call and shall remain at the disposal of the participants on the days indicated in the timetable, so that within that term the bidders can present any observations that they deem pertinent.

1.29. OBSERVATIONS TO THE ENABLING REQUIREMENTS VERIFICATION REPORT

The bidders may, within the term set out in the timeline of this selection process, make comments about the enabling requirements verification report, within the terms and dates set out in the timetable, via the email: viceplaneación@findeter.gov.co or at Calle 103 # 19 – 20 Bogotá.

The bidders may not add to, rectify, modify or improve their proposals or add documents which are subject to rating at this stage.

1.30. RESPONSE TO THE COMMENTS SUBMITTED TO THE ENABLING REQUIREMENTS VERIFICATION REPORT AND REMISSION OF THE FINAL REPORT ON THE VERIFICATION OF ENABLING REQUIREMENTS

Within the term established in the timeline the entity will send via email the definitive report of enabling requirements, which shall contain the results of the bidders whose proposals are enabled or not, and will respond to the comments received, expressly indicating whether they are accepted or rejected.

1.31. OPENING OF ENVELOPE NO. 2- ECONOMIC PROPOSAL AND ADDITIONAL SPECIFIC EXPERIENCE OF THE BIDDER

The CONTRACTING PARTY on the date and time provided for in the timeline of the process, in a public act, shall open the Envelope No. 2- Economic Proposal and Additional Experience, only for the enabled proposals. This action will be recorded in a document, accompanied by the attendance list which will be signed by those who are present.

In this hearing the total value of each of the economic proposals will be read. The economic proposals will be sent via e-mail together with the aforementioned document.

1.32. METHODOLOGY, EVALUATION AND RATING OF THE ENABLED PROPOSALS

Within the term established in the schedule of the selection process, the evaluators will carry out the evaluation of the economic proposal of the enabled proposals.

For the economic verification the Report of Economic Verification and Additional Experience shall be prepared and sent via email stating the results of the economic offers of the enabled proposals. The bidders may comment on the report.

Upon expiry of the preceding term, in the dates set out in the timetable, the evaluators shall analyse the observations submitted to the economic verification report, determine the method and economic weighting of the enabled proposals and prepare and send the Definitive Report of Evaluation and Qualification and assign a score with the respective order of eligibility.

Through addendum the entity may extend the evaluation period for as long as it deems necessary.

The result of the evaluation will be presented to the Legal Representative of Findeter, indicating the order of eligibility and the respective recommendation, in accordance with the outcome of the evaluation. The Legal Representative of Findeter may perform the corresponding selection and shall sign the selection act or notify the impossibility of selecting a bidder in a document that will be sent on the date set on the timeline.

If, for the reasons set forth in these Terms of Reference, the selection of the bidder located in the first order of eligibility is not required, the bidder located in second order of eligibility may be selected and so on; if there is no second-place bidder in order of eligibility, the process will be declared void.

1.33. CONFIDENTIALITY DURING THE EVALUATION PROCESS

Information relating to the analysis, clarification, evaluation and comparison of the proposals and the recommendation for selection that best suits the interest of the contracting party may not be disclosed to the bidders or to third parties until the entity makes the evaluation reports known to the bidders within the time limit established in the timetable, through the publicity mechanism established in the Terms of Reference, for the corresponding observations to be presented.

1.34. INDICATION OF THE LEGAL CONFIDENTIALITY OF THE SUPPLIED DOCUMENTS

The bidders must indicate in their proposal which of the documents provided are confidential in nature due to constitutional or legal disposition, according to the Constitution or the law and notify the standard that protects said confidentiality. If the bidder does not make an express statement covered by the law, it is understood that the whole proposal is public.

1.35. TIE-BREAK CRITERIA

When two or more proposals obtain the same total score in this private call, and this is the highest score of the evaluation of the proposals, it will be considered to be a tie. In this case the following tie break criteria shall apply:

A draw will be made by ballots, in a hearing that will be held on the following business day of the referral of the final evaluation and rating report, at the date, time and place established by notice. For said purposes, the legal representatives (or delegates) of the tied stakeholders will choose the ballots, and it will be awarded to the one who chooses the largest number.

If a bidder does not attend the hearing, then one of the audience will be asked to choose the ballot on their behalf.

1.36. MODIFICATION OR REPEAL OF THE SELECTION ACT

The contracting party may amend or revoke the selection act, in the event that within the time period between the awarding of the contract and the signing thereof, a disqualification or incompatibility of the selected bidder is found, or if it is demonstrated that the act was obtained by illegal means.

1.37. CAUSES OF REJECTION

The CONTRACTING PARTY shall reject the proposal when one of the following events arises:

1. The proposal does not cover all the required technical requirements or conditions.
2. When the bidder is a natural or legal person, either individually, as a partner or as a member of a consortium or temporary union, and submits more than one offer, the proposals submitted will be rejected.

3. When the economic proposal submitted for the project, after the arithmetic corrections, is less than the minimum values or higher than the maximum values established in the present Terms of Reference for the respective economic proposal.
4. Where the proposal is presented late or in a place other than that indicated in the Terms of Reference.
5. Where the proposal submitted exceeds the period of execution stipulated in the Terms of Reference.
6. When the bidder does not present in conjunction with the technical proposal the economic offer or vice versa.
7. When the bidder, whether they are a natural or legal person or any of the members of the consortium or temporary union, incurs in any grounds for inabilities, incompatibility or conflict of interest, as established by the constitution, the law and the Terms of Reference.
8. When the bidder, a natural or legal person or any of the members of the consortium or temporary union, incurs in any of the disqualifications to present proposals according to the provisions established in these Terms of Reference.
9. When the proposal presents amendments, erasures or crossing outs which impede the objective selection.
10. When the technical and economic proposal is partially or totally illegible.
11. When the bidder, a natural or legal person or one of the members of the consortium or temporary union or its representatives, is reported in the Bulletin of Fiscal Managers issued by the Comptroller General of the Republic.
12. When the bidder, a natural or legal person or any of the members of the consortium or temporary union or its representatives, is reported as being disqualified from contracting in the Information System of Registration of Penalties and Causes of Disqualification "SIRI" of the Attorney General of the Nation.
13. Where the bidder, a natural or legal person or any of the members of the Consortium or temporary union or their representatives, is reported or included in any national or international list that refers to the laundering of assets and financing of terrorism.
14. If, within the time limit provided to rectify the enabling requirements, the bidder does not do so, and the existing supporting documents do not meet the qualifying requirements.
15. When the bidder does not meet the qualifying requirements established in the Terms of Reference.
16. When the offer is not signed by the bidder, in the case of natural persons, and in cases of legal persons, consortia or temporary unions, by the legal representative of the bidder duly authorized to do so, or by the proxy constituted for this purpose.
17. When a partial, conditional and/or alternative proposal is presented.
18. When in the phase of rectification, the percentages of participation of the members of the plural bidder are modified.
19. When the constitution of the bidder occurs after the process is closed or the faculties are granted after the closing.
20. When the bidder in its proposal makes an offer that violates legal provisions
21. When the bidder, a natural or legal person or any of the members of the consortium or temporary union, presents an affidavit of not having had, within three (3) years preceding the closing of the present contracting process, any imposition of penalty clauses, collection penalty clauses, fines, penalties, or declarations of non-compliance; or within the five (5) years preceding the closing of this process of contract resolution states that they have not had any early termination due to breaches of the contractor, in the contracts in which they were a contractor, and the entity evidences the opposite.
22. When the bidder submits documents containing information or data which are not truthful, inconsistent, distorted, altered, inaccurate or intended to mislead the entity, which influence the rating of the proposal.

23. In the other cases established in the Terms of Reference and in the law.

1.38. GROUNDS FOR DECLARING THE PRIVATE CALL VOID

The following will be grounds for declaring the process void:

1. When proposals are not presented.
2. When none of the proposals are admissible in the legal, technical, financial and experience factors provided for in these Terms of Reference.
3. Where there are causes or reasons which impede the objective choice of the bidder.
4. When the Legal Representative of Findeter does not accept the recommendation of the Order of Eligibility or the selection of the evaluators' contractor and opts to declare the process void, in which case he/she must provide reasons for this decision.

In any of the preceding events, the entity will make known the decision, by means of the publicity mechanism established in the terms of reference.

1.39. SIGNING THE CONTRACT

The selected bidder shall sign the contract in the premises of the contracting party within five (05) business days following the date on which the CONTRACTING PARTY summons them via email, in the premises of the CONTRACTING PARTY, located in the city of Bogotá.

1.40. CONSEQUENCE OF THE NON-SIGNATURE OF THE CONTRACT AND/OR FULFILMENT OF THE EXECUTION REQUIREMENTS OF THE SAME

If the favoured bidder does not sign the respective contract(s), lets pass the term fixed for its improvement, or does not constitute the guarantees required in the contract, by insurance policy or bank guarantee, FINDETER S.A. may make effective the bid bond issued by insurance policy or bank guarantee, and will dispose of its value as compensation for damages, whatever the cause or causes alleged by the bidder, without prejudice to the legal actions leading to the recognition of damages caused and not covered by the value of the guarantee.

In this event, the CONTRACTING PARTY will be able to select the second bidder in the order of eligibility, and so on, as long as their proposal is equally favourable to the entity, in which case, it will require the bidder to extend the validity of the bid bond for the offer, until the perfecting of the contract.

1.41. CONTRACT EXECUTION REQUIREMENTS

The contractor shall obtain the guarantees by insurance policy or bank guarantee, required for the execution of the signed contract, within three (3) business days following the contract' subscription.

In the event the CONTRACTING PARTY has any observations to make about these requirements, the successful bidder shall respond within two (2) business days.



1.42. APPROVAL OF THE GUARANTEE

The CONTRACTING PARTY will approve the guarantees presented by the contractor by insurance policy or bank guarantee, that conform to the requirements, within two (2) business days, following the date of filing of the same.

In the event of any remark by the Contracting Party to these requirements, the successful bidder shall respond within two (2) business days.

1.43. OFFICE IN COLOMBIA OF THE SELECTED CONTRACTOR

Within fifteen (15) business days following the signature of the contract, and if the contractor does not have an office in Colombian territory, it shall constitute an office in the city of Bogotá and inform the CONTRACTING PARTY in writing of the address.

SUBCHAPTER II DOCUMENTS AND LEGAL REQUIREMENTS

2.1. PROPOSAL DOCUMENTS

The proposal must fulfil the requirements and provide the documents listed below:

2.1.1 EXISTENCE AND LEGAL REPRESENTATION

The bidder, whether a national or foreign legal person with branch and/or residence in Colombia, must certify its existence and legal representation, providing the certificate issued by the corresponding Chamber of Commerce, in which it will verify the:

- 1. Date of issue of the certificate of existence and legal representation:** It may not exceed thirty (30) calendar days prior to the date scheduled for the closing of the term of this process.
- 2. Corporate purpose:** It must be related to the service to be contracted or contemplate the activities that are related to it.
- 3. Faculties of the legal representative:** The faculties of the person exercising the legal representation must be enabled for the presentation of the offer, the signature of the contract that is derived from the present selection process in the event they are favoured with the adjudication, as well as being able to commit the company.
- 4. Limitations of the legal representative:** In the event that from the content of the certificate issued by the Chamber of Commerce, it is found that the legal representative has restrictions to submit the proposal and/or to contract and be obligated in its name, it must certify the authorization by which the competent body empowers them to submit the proposal and to enter into the contract in the event of being selected and if it is necessary to establish the Legal representative's faculties in the statutes, they must annex a copy of the relevant part thereof.
This authorization must have been granted prior to the closing of this selection process. The definitive absence of sufficient authorization or the non-contribution of such document within the term required by the entity, or the accreditation thereof after the closing, shall determine the lack of legal capacity to present the proposal, and therefore it will be rejected.
- 5. Address:** That the legal person has its residence or branch domiciled and duly registered in Colombia.
- 6. Term of Incorporation:** That the legal person is constituted Three (03) years in advance of the closing of this private call.
- 7.** The branches must certify that they are registered in Colombia Three (03) Years in advance of the closing of this private call.
- 8. Term of Duration:** The term of duration is equal to the term of execution of the contract and five (5) years more.
- 9. The appointment of the statutory auditor,** if applicable.

The foreign legal person without a branch and/or residence in Colombia, must certify this requirement with the equivalent document in his/her country of origin. The equivalent document provided shall be construed as being provided under oath, a situation which shall be construed to be complied with following the submission of the proposal.

In the case of consortiums or temporary unions, each one of its members must meet these requirements individually.

Failure to comply with the requirements indicated here will result in the proposal not being legally enabled; in the case of clarifications or enabling documents, these must be provided by the bidder in the terms and deadlines indicated by the entity, under penalty of rejection of the proposal.

2.1.2. DOCUMENT OF INCORPORATION OF THE PLURAL BIDDER (IF APPLICABLE):

The bidder must present the constitution document of the plural bidder through the figure of associations of consortium or temporary union, which will consist at least of the following:

1. Name and address of the constituents, and each of the members of the plural structure and its legal representative must provide, at a minimum, the following:
 - a. Natural persons must attach a legible copy of both sides of their ID card.
 - b. For legal persons it shall be required to provide a copy of both sides of the ID card of the legal representative.
 - c. In case of a foreign natural person with residence in Colombia and of a foreign legal person with the establishment of shop or branch in Colombia, they must attach a copy of the alien ID or residence permit of the natural person bidder or of the Legal representative of the legal person or manager of the branch.
 - d. In case of a foreign natural person without residence in Colombia and of a foreign legal person without the establishment of a shop or branch in Colombia, it must attach a legible copy of the passport of the natural person bidder or of the legal representative of the legal person.
 - e. When the citizenship or alien card is being processed, the temporary ID document issued by the National Registrar of the Colombian Civil service will be valid.
2. The service of the consortium or temporary union, which must be the same as the service to be contracted.
3. The bidder may assign the name to the consortium or temporary union; however, they shall refrain from referencing or include in such nomination the name of the Financiera de Desarrollo Territorial or Findeter.
4. The appointment of a representative who shall be entitled to act in the name and representation of the consortium or temporary Union; a substitute may also be appointed to replace him/her in cases of temporary or definitive absence.
5. The indication of the residence of each one of the members in the case of natural persons.
6. The indication of the residence of the figure of association
7. Indicate whether the participation is in the name of the consortium or temporary union, and in the latter case, expressly indicate the activities, terms and extent of the participation of each one of its members in the proposal and in the execution of the contract.
8. The clear and express manifestation in the constitution document that those who make up the consortium or temporary union will be responsible for the fulfilment of each and every one of the obligations arising from the offer and the contract, and that the members of the consortium will be jointly and severally liable with respect to penalties for non-compliance with the obligations arising from the proposal and the contract and limited in accordance with members' participation in the case of temporary union.
9. For this private call at least one (1) of the members who accredits the specific experience indicated in the present Terms of Reference must have a share equal to or greater than thirty percent (30%). If only one (1) of

- the members of the plural bidder is accrediting the specific experience, their participation in it may not be less than fifty percent (50%).
10. When plural bidders are constituted with Colombian companies or natural persons, the leader of the figure of association must belong to the Commercial Framework developed by the British Embassy, and its percentage of participation may not be less than THIRTY PERCENT (30%).
 11. In no case will the distribution percentage be greater than 100%.

The failure to comply with the previous percentages of participation will be grounds for rejection of the proposal, likewise, the rejection will also be carried out, when in the phase of rectification, the percentages of participation of the members of the plural bidder are modified, or it is found that their constitution occurred after the closing of the process.

2.1.2.1. GENERAL PROVISIONS FOR PLURAL BIDDERS

Each member of the plural bidder, whether they are a natural or legal person, national or foreign, must give strict compliance to each of the following requirements:

1. To the certificate of incorporation of the consortium or temporary union shall be annexed the documentation proving the existence and legal representation of each of its members and the necessary capacity, which are the certificates of existence and legal representation issued by the Chamber of Commerce, minutes of Board of Directors and proxies, and in the case of legal persons the creation document (if applicable), resolution of appointment, act of possession and photocopy of the legal representative's identification card, together with the certification of the Chief of Personnel, or who performs their functions, about the validity of the appointment of the legal representative.
2. In the event that the content of the certificate issued by the Chamber of Commerce shows that the legal representative has restrictions on presenting the proposal and/or contracting in their name, they must certify the authorization by which the competent body empowers them to submit the proposal and to enter into the contract in the event of being selected and if it is necessary to establish the legal representative's faculties in the statutes, they must annex a copy of the relevant part thereof.
3. The members of the plural bidder shall be responsible for the fulfilment of each and every one of the obligations arising from the proposal and the contract, of the pre-contractual, contractual and post-contractual phases, including the liquidation stage.
4. Its members, proxies and legal representatives may not be reported or included within the restrictive lists referring to the laundering of assets and financing of terrorism.
5. Foreign legal persons participating in a consortium or temporary union may constitute a single common proxy, and in that case, the presentation of the common power of attorney granted by all members shall suffice for all purposes, provided they meet the requirements of authentication, consularization, legalization and/or apostille and translation required in the Colombian Code of Commerce, in addition to those indicated in the Terms of Reference. The power of attorney referred to in this paragraph may be granted in the same act of constitution of the consortium or temporary union.

6. The bid bond issued by insurance policy or bank guarantee in the case of a plural bidder, in addition to the requirements stated in this Terms of Reference, must indicate the members of the plural bidder and their percentage of participation.
7. Each bidder, whether participating individually or constituted as a consortium or temporary union, must submit only one offer.
8. Once the consortium or temporary union has been constituted, its members will not be able to assign or transfer their participation in it, nor modify its members or their participation. If it is necessary to carry out any type of modification, once the contract has been signed, it will require written authorization from the contracting authority.
9. For tax purposes, consortia and temporary unions will be applied under the regime provided for in the Statute of Taxation.

2.1.3. CITIZENSHIP CARD OR ITS EQUIVALENT

In the case of a natural person the bidder must make a legible copy of the citizenship card on both sides.

In the case of a legal person, the bidder must make a legible copy of the citizenship card of the legal representative.

In case of a foreign natural person with residence in Colombia and of a foreign legal person with the establishment of shop or branch in Colombia, it must attach a copy of the alien ID or residence permit of the natural person bidder or of the Legal representative of the legal person or manager of the branch.

In case of a foreign natural person without residence in Colombia and of a foreign legal person without the establishment of a shop or branch in Colombia, it must attach a legible copy of the passport of the natural person bidder or of the legal representative of the legal person.

2.1.4. CERTIFICATE OF FISCAL RESPONSIBILITY OF THE COMPTROLLER GENERAL OF THE REPUBLIC

The certificate of Fiscal Responsibility issued by the Comptroller General of the Republic of the bidder in the case of a natural person and of the bidder and the legal representative in the case of legal persons, must be submitted, in which it is indicated that they are not reported. This certificate must have been issued within thirty (30) calendar days preceding the date of the closing of this selection process. If the certificate is not provided, the CONTRACTING PARTY at the time of the verification, will consult the corresponding background history in the web page of the Comptroller General of the Republic.

The natural and legal foreign person without residence and/or branch in Colombia, must also present the certification of the preceding subparagraph, in which it is certified that they are not reported; if they do not appear to be registered

then they must certify this requirement with the equivalent document in their country of origin, unless this requirement or the authority is not established in said country, in which case the bidder must state it under oath.

2.1.5. CERTIFICATE OF HISTORY OF THE OFFICE OF THE ATTORNEY GENERAL OF THE NATION

The certificate of disciplinary antecedents issued by the Attorney General of the Nation of the bidder in the case of a natural person and of the bidder and the legal representative in the case of legal persons, must be submitted, in which it is indicated that they are not disqualified from contracting in the Information System of Registration of Penalties and Causes of Disqualification "SIRI" of the Attorney General of the Nation. This certificate must have been issued within thirty (30) calendar days preceding the date of the closing of this selection process. If the certificate is not provided, the CONTRACTING PARTY at the time of the verification, will consult the corresponding background history.

The natural and legal foreign person without residence and/or branch in Colombia, must also present the certification of the preceding subparagraph, in which it is not reported; In case of not appearing registered they must certify this requirement with the equivalent document in their country of origin, unless this requirement or the authority is not established, in which case the bidder must manifest it under oath.

The foregoing is without prejudice to the CONTRACTING PARTY at the time of verification, being allowed to consult the corresponding antecedents on the website of the Office of the Attorney General of the Nation.

2.1.6. CERTIFICATION OF JUDICIAL RECORDS

Present the evidence of judicial background consultation provided by the National Police for the bidder, whether natural or legal person or members of the consortium or temporary union or their representatives.

On the date of issue, the certification shall not exceed thirty (30) calendar days prior to the closing date of this selection process.

2.1.7. BID BOND

The bidder must constitute at its expense, and present with its proposal, an insurance policy or bank guarantee on first demand, issued by an insurance company or a bank entity or establishment; legally constituted in Colombia, as appropriate; that safeguards bid bond with the following characteristics:

CONTRACTING PARTY: FINANCIERA DEL DESARROLLO TERRITORIAL S.A. – FINDETER NIT: 800.096.329-1

With the timely submission of the proposal, it is understood that it is irrevocable and that the bidder maintains all the conditions in force during the validity of the insurance policy or bank guarantee, including extensions of the deadlines if they occur in accordance with the Terms of Reference and their respective addenda.

When the insurance policy or bank guarantee is not attached, or it does not contain the requirements of the terms of reference, the bidder must clarify or rectify the same and send the modifications within the peremptory term defined for this by the CONTRACTING PARTY, otherwise the proposal will be rejected.

The bidder must provide the corresponding premium payment receipt. A non-expiration certification due to non-payment or an electronic transaction support will not be allowed.

The bidders not favoured with the awarding of the contract, after the selection process is completed, may submit a request signed by the legal representative to return the original insurance policy or bank guarantee.

A. IN ORDER TO CONSTITUTE THE BID BOND OF THE PROPOSAL, THROUGH INSURANCE POLICY THE BIDDER SHOULD:

THE BIDDER shall constitute the guarantees of seriousness of the proposal in a format in favor of PUBLIC ENTITIES WITH PRIVATE CONTRACTING REGIME. This insurance policy must be issued by an insurance company legally incorporated in Colombia, whose parent company is approved by the Financial Superintendency, with the following protections, coverage and validity:

1. Safeguards: The Seriousness Guarantee shall cover the damages derived from the breach of the offer, and shall have a sanctioning character.
2. Insured value: The Seriousness Guarantee must be equivalent to 10% of the total value of the project's budget.
3. Validity: It must be valid for four (4) months counted from the date scheduled for the closing of the process, and in case of the extension of the closing, it must be constituted from the new date set for the closing.
4. Insured: FINANCIERA DE DESARROLLO TERRITORIAL S.A. FINDETER NIT: 800.096.329-1
5. Beneficiary: FINANCIERA DE DESARROLLO TERRITORIAL S.A. FINDETER NIT: 800.096.329-1
6. Taker / Surety: The Assurance of Seriousness must be taken with the name of the proponent as it appears on the identity document and in the case of a consortium or temporary joint in the name of the latter and not of its legal representative and must indicate the members thereof and their percentage of participation according to the constitution document.

B. TO CONSTITUTE THE BANK GUARANTEE AT FIRST REQUIREMENT, THE BIDDER SHALL:

In the case of bank guarantees on first demand, these must be recorded in a private document in which the bank entity or establishment assumes expressly, autonomously, and irrevocably, in favour of THE CONTRACTING PARTY the commitment to honour the obligations under the BIDDER, in case of non-compliance by the latter.

And therefore, to pay directly to the CONTRACTING PARTY, on first demand, up to the guaranteed amount, a sum of money equivalent to the value of the damage suffered as a consequence of the breach of the obligations assumed by the BIDDER and the same will be made effective by means of a document of incorporation of non-compliance and will be reported to the bank entity or establishment.

The BIDDER must prove the constitution of the guarantee, by means of the delivery of the document containing the bank guarantee, signed by the legal representative of the bank entity or by its agent, and it must include: i) the name of the CONTRACTING PARTY beneficiary of the warranty; ii) the guaranteed risks; iii) the way to make the guarantee

required; iv) the value of the guarantee; and v) the validity of the guarantee in accordance with the coverages, amounts and demands made in this numeral.

2.1.8. UNIQUE TAX REGISTER OR ITS EQUIVALENT

The bidder, whether they are a natural or juridical person, national or foreign, with residence and/or branch in Colombia, must present the certificate of the Unique Tax Register -RUT.

In the event the bidder is a natural or legal foreign person without residence and/or branch in Colombia, this requirement does not apply for the presentation of the proposal, but if it is awarded the contract it must register in the Unique Tax Register (RUT) with the Directorate of Taxes and National Customs of Colombia.

2.1.9. CERTIFICATION OF FULFILMENT OF OBLIGATIONS WITH THE GENERAL SYSTEMS OF INTEGRAL SOCIAL SECURITY AND EMPLOYEE WITHHOLDINGS CONTRIBUTIONS

The bidder must certify that it is at the date of closing of the selection process, up to date with the payment of the contributions generated from the payroll of its employees of the last six (6) months to the health systems, occupational risks, pensions and contributions to family compensation funds, Colombian Institute of Family Welfare and National Learning Service.

In case they are not obliged to pay employee withholdings contributions and the Social Security System, for not having employees, they must declare this circumstance under oath.

In the event that they are not obliged to pay contributions to SENA, ICBF and Health, they must declare this circumstance under oath and, likewise certify the fulfilment of payment of contributions to pensions, professional risks and compensation funds generated from the payroll of employees of the six (6) months preceding the closing date.

The foregoing circumstances shall be credited as follows:

- a. The legal persons shall do so by certification issued and signed by the statutory auditor (when according to the law they are obliged to have one or when the statutes so dictate), or by the legal representative when they are not obliged to have a statutory auditor.
- b. Natural people will do so by affidavit.

In addition, in the case of a national natural person, they must certify the fulfilment of this obligation with the form or certificate of affiliation to the General Social Security System, in which they evidence that they are linked to the system under the modality of a contributor, beneficiary or affiliated to the subsidized scheme, at least for the month immediately preceding the date scheduled for the closing of this private call.

2.1.10. STATUTORY AUDITOR CERTIFICATION

The national or foreign legal person with residence and/or branch in Colombia, must submit a certification issued by the statutory auditor stating whether it is an open or closed corporation. This requirement will only be applicable to corporations.

The foreign legal person without residence and/or branch in Colombia, must accredit this requirement with the equivalent document in its country of origin. The equivalent document provided shall be construed as being provided under oath, a situation which shall be construed as being in force with the submission of the proposal.

2.1.11. CERTIFICATE OF THE UNIQUE REGISTER OF BIDDERS OF THE UNIQUE BUSINESS REGISTER OF THE CHAMBER OF COMMERCE (IF REGISTERED)

Only for the purposes of verification and evaluation of the compliance factor for prior contracts, the natural or legal persons who are registered in the Unique Register of Bidders of the Unique Business Register of the Chamber of Commerce, shall provide the certificate of registration of the singular bidder, and will be provided by each of the members of the Consortium or temporary union in the case of a plural bidder, that is updated and issued within thirty (30) calendar days, prior to the closing date of this Call.

2.1.12. PREVENTION OF THE LAUNDERING OF ASSETS AND FINANCING OF TERRORISM

The bidder, its legal representatives or its proxies may not be reported or included in the national or international restrictive lists referring to the laundering of assets and financing of terrorism.

Consequently, the submission of the proposal gives express authorization to the entity to at any time consult the restrictive lists, information systems and databases which refer to the laundering of assets and financing of terrorism.

Likewise, the submission of the offer comes with the declaration that the resources that make up its assets do not come from the laundering of assets, financing of terrorism, drug trafficking, illegal collection of funds and in general of any illicit activity and that, in case of being favoured with the awarding of the contract, the resources received in development of the contract will not be destined to any of the activities described above.

The bidder manifests with the submission of the proposal that: (i) neither they-as legal representative, nor the company they represent- are included in the restrictive lists referring to the laundering of assets and financing of Terrorism, (ii) The resources that make up its assets do not come from the laundering of assets, financing of terrorism, drug trafficking, illegal collection of funds and in general from any illicit activity, and (iii) that the resources received in development of this contract, will not be intended for any of the activities described above.

The bidder with the submission of the proposal is subject to current and applicable rules on the prevention and control of the laundering of assets and the financing of terrorism, and therefore undertakes to comply with them and to implement if necessary the mechanisms of prevention and control in order to detect and report any unusual and suspicious operations. In the event that the bidder witnesses unusual and suspicious operations in the area of the laundering of assets or financing of terrorism, they shall inform the CONTRACTING PARTY immediately and in writing to proceed to implement the corresponding contractual and/or legal actions in order to establish the impact of the risk and to carry out the necessary controls for its mitigation, through the application of an extended due diligence.



In accordance with the foregoing, the bidder expressly authorizes the CONTRACTING PARTY with the submission of the proposal so that at any time it may consult restrictive lists, and information systems which refer to the laundering of assets and financing of terrorism.

SUBCHAPTER III

VERIFICATION OF THE LEGAL, FINANCIAL AND TECHNICAL ENABLING REQUIREMENTS

3.1. ENABLING REQUIREMENTS

FINDETER will advance the verification of the legal, financial and technical enabling requirements as follows:

- I. Legal verification: It consists of the verification of the fulfilment of all the legal requirements and those demanded in the Terms of Reference.
- II. Technical verification: It consists of the verification of the fulfilment of the specifications established in the Terms of Reference and the fulfilment of the minimum criteria demanded from the point of view of experience and non-existence of conflict of interest.
- III. Financial verification: It consists of the verification of the financial factors established in these Terms of Reference.

3.1.1 LEGAL ENABLING REQUIREMENTS

To enable its proposal the bidder must comply with the legal requirements and contribute with the proposal all the legal documents required in the terms of reference, in particular the contents of the section of documents and requirements of the proposal.

3.1.2 FINANCIAL ENABLING REQUIREMENTS

For the fulfilment of the qualifying financial requirements, the bidders must fulfil the following conditions:

3.1.2.1. NATIONAL BIDDERS

The financial verification will be carried out considering the financial information as of December 31, 2017 reflected in the financial statements of the bidder. For the purpose of carrying out such verification, the bidder must submit the following documents with the proposal:

- a. Balance sheet and statement of results with cut-off date of December 31, 2017, duly signed by legal representative or holder, accountant and/or statutory auditor. In the Balance sheet, the items of current assets, total assets, current liabilities, total liabilities, assets and income of the financial year must be duly classified.
- b. Certified legible Disciplinary Record of the Accountant and/or Statutory Auditor who has signed the financial statements, issued by the Central Board of Accountants with date of issue no more than ninety days prior to the date of submission of the duly updated proposal.
- c. Photocopy of the professional card of the Public Accountant and/or Statutory Auditor, as the case may be, who signed the financial statements

All financial information must be presented by Colombian natural persons or national legal entities, as well as by each member of the consortium or temporary union, whether natural or legal persons.

The financial information must be presented in pesos (Colombian legal currency) and must be signed by the legal representative and the accountant and/or the statutory auditor.

The financial statements submitted must comply with the accounting technique, in particular with the guidelines provided by decree 2649 of 1993 and other rules that add, modify or replace it.

Financial aspects: In order for the proposal to be considered financially competent, the following requirements must be fulfilled:

INDICATOR	CALCULATION FORMULA	EXIGICO LEVEL
Liquidity	Current Current/passive active	Greater than or equal to 1.5 x
ROE	Net income/assets	Greater than or equal to 5%

In case of temporary union or consortiums, the fulfilment of the financial capacity will be assessed considering the weighting of the respective items of each member in accordance with the participation of each member specified in the Consortium or temporary union document.

The indicators to be assessed shall be calculated based on the financial statements of the year 2016 of the bidder.

3.1.2.2. FOREIGN BIDDERS

3.1.2.2.1. FOREIGN LEGAL PERSONS WITH RESIDENCE OR BRANCH IN COLOMBIA

In the case of foreign legal persons with residence or a branch in Colombia and those nationals with a 100% foreign participation, the financial verification will be carried out considering the financial information as of December 31, 2017 reflected in the consolidated financial statements of the parent company.

For the purpose of carrying out said verification, the bidder must submit the following documents with the proposal:

- a The Consolidated Financial Statements (Balance sheet and statement of results) from the parent company with a cut-off date of December 31, 2017, accompanied by the translation into Spanish, presented in accordance with the catalogue of accounts (PUC) Decree 2650 of 1993, expressed in Colombian pesos, at the representative market rate (TRM) or the exchange rate of the cut-off date, indicating the conversion rate, signed by the legal agent (Colombian or from the parent company), the Colombian public accountant and/or Colombian statutory auditor who has converted them. In the Balance sheet, the items of CURRENT ASSETS, TOTAL ASSETS, CURRENT LIABILITIES, TOTAL LIABILITIES, ASSETS AND INCOME OF THE FINANCIAL YEAR must be duly classified.

- b. Certified legible disciplinary record of the accountant and/or statutory auditor who has signed the financial statements converted to Colombian pesos, issued by the Central Board of Accountants. Date of issuing no more than ninety days prior to the date of submission of the duly updated proposal.
- c. Photocopy of the professional card of the public accountant and/or statutory auditor, depending on the case, who have converted the financial statements to Colombian pesos.

The provisions of these Terms of Reference with respect to foreign bidders shall be governed without prejudice to what has been agreed in international treaties or conventions. For foreign companies with branches in Colombia the rules of Colombian companies will apply.

If some of these requirements do not apply in the country of residence of the foreign bidder, the legal representative or proxy in Colombia must certify it under oath. This requirement can also be accredited by the external auditing firm.

The provisions of these Terms of Reference as foreign legal persons with a residence or branch in Colombia shall be governed without prejudice by the provisions of international treaties or agreements.

Language – The documents with which the bidder accredits its enabling requirements that have been originally written in a language other than Spanish, must be translated into Castilian and presented in their original language together with the translation to Spanish. The bidder can present a simple translation into Spanish. If the bidder is awarded the contract, it must present an official “sworn” translation into Spanish of the documents presented in the foreign language.

The official translation must be the same text presented to accredit the enabling requirements.

Currency – Bidders must provide financial information in the legal currency of the country in which they were issued and also in Colombian pesos. The bidder and the contracting party for the purpose of accrediting and verifying the enabling requirements shall consider the representative market rate in force on the date on which the financial information was issued. For this purpose, the bidder and the contracting party shall consider the exchange rates certified by the Financial Superintendence of Colombia.

All financial information must be presented by natural persons or legal persons, as well as by each member of the consortium or temporary union, whether natural or legal persons. The financial information must be presented in pesos (Colombian legal currency) and must be signed by the legal representative and the accountant and/or the statutory auditor.

The submitted financial statements must comply with the accounting technique, in particular with the guidelines issued by decree 2649 of 1993 and the other rules that add, modify or replace them.

3.1.2.2.2. FOREIGN LEGAL PERSONS WITHOUT RESIDENCE OR BRANCH IN COLOMBIA

In the case of foreign legal persons, they must present the financial information defined below, in accordance with the legislation of each country of origin and as indicated in articles 258 of the Code of Civil Procedure, Art. 480 of the Code of Commerce and Law 455 of 1998, accompanied by a translation to Spanish, with the values converted to the

Colombian legal currency at the exchange rate in force on the cut-off date of the same, endorsed with the signature of the person authorized to approve them in accordance with the current regulations of the country of origin:

- a. The Financial Statements (Balance sheet and statement of results) with a cut-off date of December 31, 2017, accompanied by the translation into Spanish, presented in accordance with the catalogue of accounts (PUC) Decree 2650 of 1993, expressed in Colombian pesos, at the representative market rate (TRM) or the exchange rate of the cut-off date, indicating the conversion rate, signed by the legal agent (Colombian or from the parent company), the Colombian public accountant and/or Colombian statutory auditor who has converted them. In the Balance sheet, the items of CURRENT ASSETS, TOTAL ASSETS, CURRENT LIABILITIES, TOTAL LIABILITIES, ASSETS AND INCOME OF THE FINANCIAL YEAR MUST BE DULY CLASSIFIED.
- b. Financial statements and financial documents issued abroad of the **selected bidder**, must be presented consularized or with apostilles, according to the law with a cut-off date of December 31, 2016, unless it is duly credited that the legislation of the country of origin establishes a cut-off different from that provided for in these terms.
- c. Certified legible disciplinary record of the accountant and/or statutory auditor who has signed the financial statements converted to Colombian pesos, issued by the Central Board of Accountants. Date of issuing no more than ninety days prior to the date of submission of the duly updated proposal.
- d. Photocopy of the professional card of the public accountant and/or statutory auditor, depending on the case, who have converted the financial statements to Colombian pesos.

The submitted financial statements must comply with the accounting technique, in particular with the guidelines issued by decree 2649 of 1993 and the other rules that add, modify or replace them.

Language – The documents with which the bidder accredits its enabling requirements that have been originally written in a language other than Spanish, must be translated into Castilian and presented in their original language together with the translation to Spanish. The bidder can present a simple translation into Spanish. If the bidder is awarded the contract, it must present an official “sworn” translation into Spanish of the documents presented in the foreign language. The official translation must be the same text presented to accredit the enabling requirements.

Currency Bidders must provide financial information in the legal currency of the country in which they were issued and in addition in Colombian pesos. The bidder and the contracting party for the purpose of accrediting and verifying the enabling requirements shall consider the representative rate of the market in force on the date on which the financial information was issued. For the purpose, the bidder and the contracting party shall consider the exchange rates certified by the Financial Superintendence of Colombia.

All financial information must be presented by natural persons or legal persons, as well as by each member of the consortium or temporary union, whether they are a natural or legal person. The financial information must be presented in pesos (Colombian legal currency) and must be signed by the legal representative and the accountant and/or the statutory auditor.

The financial statements submitted must comply with the accounting technique, in particular with the guidelines given by decree 2649 of 1993 and other rules that add, modify or replace it.

Financial aspects: In order for the proposal to be considered financially enabled, the following requirements must be fulfilled:

INDICATOR	CALCULATION FORMULA	LEVEL REQUIRED
Liquidity	Current Asset/Passive Asset	Greater than or equal to 1.5 x
ROE	Net income/Equity	Greater than or equal to 5%

3.1.3. TECHNICAL ENABLING REQUIREMENTS

To enable the proposal, it will be verified if the bidders meet the following minimum experience criteria required:

3.1.3.1. SPECIFIC BIDDER EXPERIENCE (ENABLING)

It will be verified that the bidder accredits specific experience, with the execution of MINIMUM ONE (01) and MAXIMUM THREE (03) completed contracts, complying with the following conditions:

- The bidder must certify experience in the design and/or preparation, and/or formulation and/or evaluation and/or implementation of studies on planning and/or implementation of projects of urban and/or intercity transport systems.
- The contracts provided shall, as a whole, amount to a value equal to or greater than **One (1.00)** time the value of the **Estimated budget**, expressed in monthly minimum legal Colombian salaries.

Previous contracts must be clearly identified in Form No. 3

3.1.3.1.1. RULES FOR THE ACCREDITATION OF THE SPECIFIC EXPERIENCE OF THE BIDDER

- A. When there are certifications of specific experience executed under any type of association figure, the activities for each one of the members will be quantified individually as follows:
 - i. When the participation was equal to or greater than fifty percent (50%), the amount of work carried out in its entirety will be taken into account. If the participation was less than fifty percent (50%), it will be quantified in proportion to the percentage of participation that the member has had in the respective figure of association.

In the event that a contract or project that is provided for the experience has been executed by a plural bidder, and two (2) or more of its members makeup a plural bidder to participate in this process, such contract or project shall be understood to be contributed as one (1) single contract or project and for the contribution of the experience, the total of the percentages of the members of the consortium or temporary union that executed the contract, and that are participating in the present process, will be taken into account.

When this case is presented, the contract will consider the participation of the members who formed the plural bidder who acquired the experience and who are participating in the present selection process.

And in the event that one of the members has a participation of 50% or more, this contract will be understood as one (1) single contract or project and only the experience of this bidder will be quantified under this rule. The percentage of the participation of the other members in this contract or project may not be accumulated, because only up to 100% of the experience executed in the contract or project contributed can be accredited.

- ii. The value of the contract shall be quantified in proportion to the percentage of participation of the member in the respective figure of association.
- iii. Individual specific experience for each member may be accumulated in order to reach one hundred percent (100%) of the specific experience required
- iv. Under no circumstances can the specific experience accredited to that of another of its members be accumulated in order to reach 50% of the specific individual experience required.

B. EXPERIENCE ACQUIRED THROUGH AN INTERNATIONAL NETWORK OF CONSULTING FIRMS: The experience acquired through an international network of consultancy firms will be considered valid, therefore, if the bidder is a member of an international network of consulting firms it may submit: (i) certifications of contracts executed by one of the members of the international network; (ii) it must enclose the certificate where it is specified that both the bidder and the company that executed the contract are members of the international network; and (iii) shall present *Form 12 "Promise of Technical Assistance Contract"*, in which the company that executed the contract provides the necessary technical advice to the contractor to ensure that it has the technical support in the relevant field and thus ensure the successful execution of the activities carried out by the contractor, depending on the specific task that the technical assistant is obliged to develop

In order to certify that the bidder and the company executing the contract are members of the same international network of firms, the bidder must provide any of the following documents together with its proposal:

1) A certification issued by the principal organization grouping the member firms in which it is noted that the two companies are designated as belonging to the same international network of firms,

Or

2) Certifications issued by: (i) the legal representative of the bidder, and (ii) the legal representative of the company that executed the contract or who is duly authorized by it, in which under oath they indicate that they belong to the network of international firms.

Findeter will apply the principle of good faith as to the information contained in the certifications. However, it may require, at its discretion, the information it deems necessary to corroborate the information in the statement and if it finds claims that do not coincide with reality it will initiate the corresponding legal actions.

Terms of the technical assistance contract between members of the international network of firms:

For the purposes of the evaluation and validity of the specific experience, accredited through a technical assistant, a company belonging to an international network of firms will be considered as such that provides the documentation for the purposes of accreditation of the specific experience required in the terms of reference, accompanied by the promise of a technical assistance contract in relation to the bidder.

By virtue of the foregoing, the bidder must attach to its proposal a promise of technical assistance contract between the bidder and the technical assistant, whose signature will be subject only to the condition of awarding of the consultancy contract. This promise must specify an unconditional and irrevocable commitment for the period of the technical assistance contract, which may not be less than the term of the consultancy contract, expressly assuming the commitment not to decrease the participation supported by the hiring or subordination thereof.

The purpose of the technical assistance contracts shall be the provision of the necessary technical assistance to the contractor to ensure that they have the technical support in the relevant field and thus ensure the successful execution of the activities carried out by the contractor, depending on the specific task the technical assistant is obliged to develop.

The promise of the technical assistance contract shall contain at least the necessary and sufficient provisions to ensure:

- a) That the Technical Assistant will assume unconditionally, both before the bidder and Findeter, the technical responsibility of the results of the task that it is committed to carrying out.
- b) That the completion of the technical assistance contract will not take place before the total execution term of the activities under the consultancy contract
- c) Not to include clauses that leave without effect or that diminish the responsibility of the technical assistant, which must be full in relation to the provision of the technical assistance that is necessary for the development of the activities on which the respective contract and the technical results thereof are based.
- d) Establish that failure to comply with the obligations of the Technical Assistant or its replacement without the described formalities shall constitute a causality of breach of the consulting contract.

For the purposes of the accreditation, the technical assistant must demonstrate that it meets the requirements of the bidder.

The technical assistant must declare in the promise of a technical assistance contract, that it does not have any grounds for disqualification, incompatibility or conflict of interest that would stop it from being part of the work team of the bidder and the contractor in case it is awarded the contract.

Only one technical assistant will be accepted per bidder, in the same sense a technical assistant can only be part of one bid.

The accreditation of the specific experience of a bidder through a technical assistant, does not generate any cost or obligation that must be assumed by the entity, in such sense, any cost, obligation or risk on this aspect, will be assumed directly by the bidder or contractor.

- C. Experience derived from contracts or splinter projects will not be accepted.
- D. The conversion to **minimum** current legal monthly salaries (SMMLV) shall be made in accordance with the total executed value of the contract or project at the date of termination or the date of subscription of the delivery document and final receipt thereof, in accordance with the value of the Colombian minimum wage in force on said date.

For the purposes of conversion to minimum wages, in the event that the bidder submits both supporting documents of the date of termination and the date of signature of the delivery certificate and/or final receipt, the date to be taken for the conversion shall be the termination of the contract.

In the event that the bidder does not present with the proposal, or during the corresponding stage, documents that are required complying with the conditions established in the accreditation of experience alternatives, where the total value executed of the contract can be verified, in order to carry out the calculation of the SMMLV, this contract or project will not be taken into account to accredit this experience criteria.

For the above effects, the evaluator will also convert the estimated budget of the private call to legal monthly minimum wages in force at the closing date.

- E. The specific experience of the bidder may be accredited by fulfilling the following alternatives:

Alternative A. By presentation of the certification or supporting documentation issued by the contracting party, stating the object of the contract or project, the total or final value, the date of termination, the percentage of the bidder's participation, the activities and/or products required as a specific experience, the execution, termination or liquidation of the contract or project. In no case shall the certification or supporting documentation issued only by the external auditor be accepted.

Alternative B. A copy of the final receipt or delivery document (or document used) or a copy of the liquidation document must be attached, provided that at a minimum it contains the following information: objective of the contract or project, the total or final value, the termination date, the percentage of participation of the bidder, the activities and/or products required as a specific experience, the execution, termination or liquidation of the contract or project, and must be signed as appropriate by the auditor and/or supervisor and/or representative of the contracting party and the contractor.

If the documentation described in any of the aforementioned alternatives was granted abroad, it must be provided apostilled or legalized as appropriate by the **selected bidder**, as required by these Terms of Reference. Without prejudice to the foregoing, and in the face of the inability to provide such formalities, a simple copy of such documents may be provided, accompanied by an affidavit issued at a notary public; in the event said affidavit is sworn in a foreign country, the apostille or legalization procedure shall be carried out, as appropriate, with the full requirements of these Terms of Reference.

In any case, experiences and/or certifications will not be accepted where the participation of the interested party has been as a subcontractor, and neither will self-certifications, understood as: i) any certification issued by the bidder to accredit its own experience. ii) any certification issued by figure of associations in which the bidder or the members of the same party have made a part.

When the documents provided do not contain the information to be verified, the bidder may attach the termination document, the partial document, or the final delivery and receipt document, or the liquidation document, which must be signed as appropriate, by the auditor and/or supervisor and/or representative of the contracting party and the contractor, likewise a copy of the supporting documents may be provided (as long as they are issued by the contracting party or public entity), which allow evidence of the execution of the contract or project or that include the missing information.

However, the entity reserves the right to verify the information provided by the bidder and to request clarifications or other documents that it deems appropriate to accredit the experience.

In no event will the bidder be able to change or replace the contracts presented initially with the proposal to prove the technical expertise required as they will not be taken into account. They may only be clarified or have additional information or related documents added to them when the entity so requires.

In the event in which the alternatives previously envisaged do not report the percentage of participation of the plural bidder, it must provide the document of incorporation of the figure of association or agreement of wills where this percentage is evidenced.

For this process experience through contracts executed under the modality of Delegated Administration will not be valid to certify the experience. Also, experience that is intended to be accredited with inter-administrative agreements will not be certified when the entire implementation of the consultancy was subcontracted.

In the event that for the purpose of accrediting the experience more than one form or a greater number of contracts are submitted, up to the maximum required, the first form that appears in consecutive order in the numbered sheets will be verified and then the first related contracts in form 3 will be subject to verification, in order, and up to the maximum number indicated in the Terms of Reference. In the event that more than one contract or project or a certification of several contracts is provided and the bidder does not indicate or partially signal in the form those which are required to be taken into account for the purposes of authorization, the contracts with the highest total value executed shall be taken into account and up to the maximum number required in the Terms of Reference.

SUBCHAPTER IV EVALUATION AND RATING OF THE PROPOSALS

4.1. CRITERIA FOR EVALUATION AND RATING OF THE PROPOSALS

The allocation of the score to the proposals, according to the pre-established patterns in these Terms of Reference, will be carried out by the evaluators of the CONTRACTING PARTY. The best qualified proposal will be selected, which is, therefore, the most favourable for the entity and for the purposes that are sought with the contracting processes, this is why it will be taken into account that the maximum score of the evaluation will be one **hundred (100) points**.

The rating criteria for the assignment of scores will be divided into the following three (03) criteria:

RATING FACTOR	SCORE
Additional specific experience of the bidder	Up to 30 Points
Additional proposal	Up to 40 Points
Economic evaluation	Up to 30 points
Total	100 points

4.1.1. EVALUATION OF THE ADDITIONAL SPECIFIC BIDDER EXPERIENCE (MAX 30 POINTS)

In addition to the contracts submitted by the bidder for the fulfilment of the enabling requirements, the additional specific experience will be assessed **under one (1) of the two (2) following alternatives:**

	SCORE	REQUIREMENT
1	<p>One (1) technical structuring contract + (1) financial structuring contract + (1) Legal structuring contract grants¹⁶</p> <p>25 POINTS</p>	<p>The bidder must certify experience in contracts, with the fulfilment of the following requirements:</p> <ol style="list-style-type: none"> 1. Technical and/or legal and/or financial structuring of public transport systems for urban and/or interurban passengers. 2. The sum of the value of the three (3) contracts must be equal to or greater than 50% of the estimated

¹⁶ The submission of individual contracts is not restricted by components (technical, legal, financial). Contracts are accepted that contain two (2) of them. In this case, the missing component must be certified in an additional contract. It should be noted that the bidder must certify experience in the three (3) components.

	SCORE	REQUIREMENT
		budget for this contract, expressed in monthly minimum legal salaries.
2	One (1) contract of technical, legal and financial structuring grants 30 POINTS	The bidder must certify experience in contracts, with the fulfilment of the following requirements: <ul style="list-style-type: none"> 1. Technical, legal and financial structuring of public transport systems for urban and/or interurban passengers. 2. The contract shall be for a value equal to or greater than 50% of the estimated budget for this contract, expressed in monthly minimum legal salaries.

Note. The certifications of the contracts requested above must be different from those presented to technically enable the proposal. **If the bidder does not provide certifications for any of the three components (technical, legal and financial), they will not be assigned points in the evaluation.**

It is the responsibility of each bidder to identify and clearly point out the experience that it intends to credit with the contracts presented. (Identify which are for technical enabling and which are for Additional Rating – Form No.3A).

For the specific additional experience to accredit by the bidder, the Rules of Accreditation of Experience must be considered referred to in the section 3.1.3.1.1. in relation to the specific experience. However, the bidder in this instance will not be able to, in any case, change or replace the contracts presented to accredit the additional specific experience.

4.1.2. EVALUATION ADDITIONAL PROPOSAL (MAX 40 POINTS)

The bidder may make an additional offer, which shall be rated as described herein. However, the additional offer does not in any way modify the estimated budget of this private call, nor the value for which the contract is signed.

SCORE	REQUIREMENT
Marketing and communications strategy of the SETP. 15 points	The bidder that offers the preparation of a marketing strategy and communications for the implementation of the SETP, seeking to facilitate the appropriation of the same in the community, encourage the use of the system and identification of marketing elements that give added value to the user to make use of the system.
Pedagogical strategy for the promotion of social inclusion and gender equality through sustainable mobility. 15 points	The bidder that offers the preparation of a pedagogical strategy for the promotion of the social inclusion and the equality of gender in the SETP of the city, that manages to raise awareness of the users about the importance of the inclusive practices, spaces free of violence against girls and women, strengthening of protective environments and peaceful coexistence; among others.
Accreditation of the commitment on social inclusion and gender 10 points	The bidder can demonstrate its commitment to social and gender inclusion through one (1) of the following two (2) options: <ul style="list-style-type: none"> i. Two certificates (issued by partner companies) on their commitment to social inclusion, and gender equality represented in institutional policies and/or social programs. (Point out the institutional policies and their results and/or names of the programs, place(s) of intervention and number of direct and indirect beneficiaries). ii. Two contracts certifying experience in the field of gender equality and/or social inclusion (social support to infrastructure works, document preparation or research on socio-economic conditions of the population, intervention in social development, etc.).

4.2. ECONOMIC PROPOSAL (MAXIMUM 30 POINTS)

The economic proposal submitted by the bidder will be able to obtain maximum thirty (30) points.

4.2.1. ECONOMIC EVALUATION OF THE PROPOSAL

At the hearing held at the place and date established in the process schedule, the opening of envelope No. 2 of the proposals enabled in the legal, financial and technical aspects will be carried out.

In this hearing the total value of each of the proposals will be read. In the event that the economic proposal form of the proposal does not have the box corresponding to the "total value of the proposal" filled out then the entity will proceed to sum the corresponding values.

Once the hearing of the opening of envelope No. 2 has been completed, the entity will proceed to revise the proposals during the term established in the timeline of the process, as follows:

1. In the event that any value of the economic offer of any bidder is presented with decimals, the entity shall adjust the value by rounding it to the nearest peso, when the decimal fraction of the peso is equal to or greater than five, it will round it up to the nearest peso and when the decimal fraction of the peso is less than five it will round it down to the nearest peso.
2. In the event that the form of the economic proposal presented by the bidder presents errors in the description of the activities or items and/or in the corresponding unit and/or in the quantities, it is understood that the bidder will use the description and/or units and/or quantities established for the respective activity or item and/or unit and/or quantity in the terms of reference of the private call. In this case, the correction of the economic proposal will be carried out and the results thereof will be taken for the purposes of the evaluation.
3. In the event that the economic proposal does not contain the price or has been completed at zero or with any symbol, the proposal will be rejected.
4. If any discrepancy exists between letters and figures, the amount expressed in letters will prevail.
5. In the event that the entity notices the need for clarification or explanation, it may request the bidders to provide the clarifications, documents or explanations, in the term that for the purpose it establishes in the requirement, under penalty of rejection of the proposal.
6. The arithmetic operations of the proposals will be verified and corrected.
7. In the case of an error in the sum, the correct total result will be the one obtained from revising said sums, also the arithmetic errors with respect to the value of the submitted proposal will be corrected.
8. The value of the revised proposal shall be taken as the value of the economic proposal.
9. Proposals will be rejected which, after performing the above steps, present at least one of the following conditions:
 - a. Where the total value of the corrected economic proposal has a value less than the minimum value or greater than the maximum value of the estimated value for the private call in the terms of reference.
10. The previous verification shall result in an economic evaluation report showing the results of the economic offers of all the enabled proposals, with the respective arithmetic corrections in accordance with the

established criteria, if applicable, and the identification of the corrections made, which will be forwarded on the date established in the schedule of the private call.

The bidders may, within the term established in the timeline of this selection process, comment on the economic evaluation report. However, this does not allow them to rectify, modify or improve their proposals.

11. Following the expiration of the preceding term, the weighting method of the economic proposal shall be selected in accordance with the following methods:

NUMBER	METHOD
1	Arithmetic mean
2	High arithmetic mean
3	Geometric mean
4	Lower value

For the determination of the method the representative market exchange (TRM) shall be taken up to hundredths, which is in force on the second business day following the expiration date of the period established to submit observations to the economic evaluation report in accordance with the dates provided for in the schedule of this private call, in accordance with the ranges set in the table below:

RANGE (INCLUSIVE)	NUMBER	METHOD
From 00 to 24	1	Arithmetic mean
From 25 to 49	2	High arithmetic mean
From 50 to 74	3	Geometric mean
From 75 to 99	4	Lower value

Note: This exchange rate will be taken from the website of the Central Bank of Colombia, http://www.banrep.gov.co/series-estadisticas/see_ts_trm-hm#cotización.

a. ARITHMETIC MEAN

It consists in determining the arithmetic average of the valid economic proposals and the allocation of points according to the proximity of the proposals to this arithmetic average, as a result of applying the following formulas:

$$\bar{X} = \sum_{i=1}^n \frac{x_i}{n}$$

Where:

\bar{X} = Arithmetic mean

V_i = Total corrected value of each of the proposals i

n = Total number of the valid proposals presented

Weighting of proposals by the arithmetic mean method.

Having obtained the arithmetic mean we will proceed to weigh the proposals according to the following formula:

$$\text{Score } i = \begin{cases} 30 \times \left(1 - \left(\frac{\bar{X} - V_i}{\bar{X}} \right) \right) & \text{for values less than or equal to } \bar{X} \\ 30 \times \left(1 - 2 \left(\frac{|\bar{X} - V_i|}{\bar{X}} \right) \right) & \text{for values greater than } \bar{X} \end{cases}$$

Where:

\bar{X} = arithmetic mean.

V_i = total value of each of the proposals i , without decimals

i = Bid number.

In the case of proposals with values greater than the arithmetic mean, the absolute value of the difference between the arithmetic mean and the value of the proposal will be taken as shown in the weighting formula.

b. HIGH ARITHMETIC MEAN

It consists of the determination of the arithmetic mean between the total value without decimals of the highest valid proposal and the arithmetic average of the valid proposals and the allocation of points according to the proximity of the proposals to that arithmetic mean, as a result of applying the following formulas:

$$\bar{X}_A = \frac{V_{\max} + \bar{X}}{2}$$

Where:

\bar{X}_A = High arithmetic mean

\bar{X} = Arithmetic mean

V_{\max} = Total corrected value of the highest proposal within the range understood between the arithmetic mean and the proposal of this private call

Having obtained the high arithmetic mean we will proceed to weigh the proposals according to the following formula:

$$\text{Score } i = \begin{cases} 30 \times \left(1 - \left(\frac{\bar{X}_A - V_i}{\bar{X}_A} \right) \right) & \text{for values less than or equal to } \bar{X}_A \\ 30 \times \left(1 - 2 \left(\frac{|\bar{X}_A - V_i|}{\bar{X}_A} \right) \right) & \text{for values greater than } \bar{X}_A \end{cases}$$

Where:

\bar{X}_A = High geometric mean

V_i = Total corrected value of each of the proposals i enabled
 i = Proposal number

In the case of proposals with values greater than the high arithmetic mean, the absolute value of the difference between the high arithmetic mean and the value of the proposal will be taken as shown in the weighting formula.

c. GEOMETRIC MEAN

The calculation of the geometric mean will be obtained by means of the following formula:

$$\bar{G} = \sqrt[n]{P_1 * P_2 * ... * P_n}$$

Where:

\bar{G} = Geometric mean

n = Number of economic proposals validated

P_i = Value of the corrected economic proposal of bidder i

The geometric average shall determine by the following procedure the score for each bidder:

C. 1. Weighting of proposals by the geometric mean method:

Having obtained the geometric mean, we will proceed to weigh the proposals according to the following formula:

$$\text{Score } i = \begin{cases} 30 \times \left(1 - \left(\frac{\bar{G} - V_i}{\bar{G}} \right) \right) & \text{for values less than or equal to } \bar{G} \\ 30 \times \left(1 - 2 \cdot \left(\frac{|\bar{G} - V_i|}{\bar{G}} \right) \right) & \text{for values greater than } \bar{G} \end{cases}$$

Where:

\bar{G} = Geometric mean

V_i = Total corrected value of each of the proposals i enabled

i = number of the proposal

In the case of economic proposals with values greater than the geometric mean, the absolute value of the difference between the geometric mean and the value of the proposal will be taken as shown in the weighting formula.

d. LOWER VALUE

It consists in establishing the economic proposal of lower value and the allocation of points according to the proximity of the proposals to that offer of lesser value, as a result of applying the formulas that are indicated below. For the

application of this method, the evaluation group shall proceed to determine the lowest value of the proposals enabled and shall be weighted, in accordance with the following formula:

D. 1. Weighting of proposals by the lowest value method:

Having obtained the lowest value, they will proceed to weigh the proposals according to the following formula:

$$\text{Score } i = \left(\left(\frac{30 * V_{MIN}}{V_i} \right) \right)$$

Where:

V_{MIN} = Total corrected value of the proposal with the lowest value within the enabled proposals

V_i = Total corrected value of each of the proposals i which are above the V_{MIN} , and which were enabled.

i = Proposal number.

For all the methods described, the value obtained as the score will be taken into account up to the 7th decimal place.

12. EVALUATION FACTOR COMPLIANCE WITH PREVIOUS CONTRACTS:

Once the economic weighting was carried out for the enabled proposals with the corresponding method that assigned scores, the evaluation of this criterion will be carried out, as follows: the entity will take into account the collection penalty clauses, penalty clauses (not collection clauses), fines, penalties, declarations of breaches, resolution or early termination of the contract due to breach of the contractor, imposed or declared in the contracts in which the bidder was the contractor.

The entity will discount TEN (10) points to the bidder for the application of each penalty collection clause, penalty clause (not collection clauses), fine, sanction or declaration of noncompliance, imposed within the three (3) years preceding the closing of the present Contracting process, in contracts in which the contractor was the contractor.

The entity will discount thirty (30) points to the bidder for each resolution or early termination of the contract due to breach of the contractor, declared within five (5) years preceding the closing of the present contracting process, in contracts in which the bidder was the contractor.

For the case of temporary unions and consortia this discount will be made for **EACH** penalty collection clause, penalty clause (not collection clauses), fine, sanctions or declaration of default, or by resolution or early termination due to the breach of the contractor (bidder within this process), imposed or declared to each member thereof.

The discount referred to by this section will be made from the score obtained by the bidder in the evaluation of the economic proposal.

For the purposes of evaluating this criterion, the bidder shall submit an affidavit issued by the bidder in the case of a natural person or by the legal representative in the case of legal persons, indicating if penalty clauses have been imposed, penalty clauses (not collection), fines, declarations of non-compliance, resolution or early termination due to

breach of the contractor, in the aforementioned terms, indicating and identifying expressly how many and those that have been imposed. For these purposes form No.8 or No.9 must be completed as appropriate.

In the case of temporary unions or consortia, the affidavit must be provided (No.8 or No.9 as appropriate) subscribed by each one of its participants.

Natural or legal persons who act as bidders in this private call, whether individually or jointly (temporary unions or consortia) that are registered in the Unique Register of Proponents of the Unique Business Register of the Chamber of Commerce MUST provide the certificate of this registration, issued within thirty (30) calendar days preceding the date of the closing of this private call.

13. Once the evaluation criterion of the compliance factor of previous contracts is applied with the total score obtained, the respective Order of Eligibility will be established. **There will be no order of eligibility for those bidders who obtain a discount equal to or greater than TWENTY (20) POINTS once evaluation criterion of the compliance factor of previous contracts is applied.**
14. The evaluators will present the result of the evaluation with the order of eligibility, and the Selection Document will be signed by the legal representative of the entity, who will resend it within the time limits set out in the timetable.

MINIMUM REQUIRED PERSONNEL ANNEX

With the presentation of the proposal the bidder guarantees that it has the personnel, the minimum profiles and time dedications required for the execution of the contract and will maintain them in force during the execution of the same. Likewise, the bidder must ensure a **female quota of at least 30% of the executing team** of the project.

Therefore, for the preparation of its economic offer it must take into account the totality of the minimum personnel that is listed below, as well as the recommended personnel and also those that the proposer considers necessary for the correct execution of the contract and it must be costed in its economic proposal. As a result, no future claims will be accepted alleging that the personnel or sufficient resources for the implementation of the contract had not been contemplated within the proposed value, and as such, the CONTRACTING PARTY will not recognize any amount for said concept.

**Table No. 1- Minimum team of professionals required-
General and Specific Minimum Experience**

POSITION	PROFESSIONAL PROFILE	QTY.	GENERAL EXPERIENCE	SPECIFIC EXPERIENCE	TIME ASSIGNMENT
Project Director	Engineer, lawyer, financier, economist or administrator or related professions, with postgraduate studies in project management or related to the object of the projects	1	10 years	Three (3) certifications as director and/or manager in structuring, planning or implementation of transport systems, formulation of mobility plans, and/or as a manager in public entities and/or mixed economy in the areas of urban transport systems.	50
Expert in mobility and transportation	Engineer with postgraduate degree in transport and mobility and/or related fields	1	6 years	Three (3) certifications of participation in projects related to mobility plans and/or public transport systems and/or as an advisor and/or professional and/or contractor in public entities and/or mixed economy in urban transport systems issues.	60
Legal expert	Lawyer with experience in transportation law.	1	6 years	Three (3) certifications of participation in projects in issues of implementation and/or judicial or legal management of public transport projects and/or as an advisor and/or professional and/or contractor in public entities and/or mixed economy in urban transport systems issues.	40%
Financial expert	Economist, engineer, financier, administrator with postgraduate studies in economics and/or finance.	1	6 years	Three (3) certifications of participation in projects of planning, implementation and/o Operation of public transport systems and/or as an advisor and/or professional and/or contractor in public entities and/or mixed economy in issues of urban transport systems.	40%

POSITION	PROFESSIONAL PROFILE	QTY.	GENERAL EXPERIENCE	SPECIFIC EXPERIENCE	TIME ASSIGNMENT
Social expert	Professional in social, human, economic and/or political sciences, with postgraduate studies in areas such as development, project management, differences focus, gender and/or similar studies. Experience in working with vulnerable groups, women, ethnic populations, amongst others.	1	5 years	Certification in the field of differential focus, working with communities, participatory methodologies	100%



FORM 1
LETTER OF PRESENTATION OF THE PROPOSAL

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

Reference: PRIVATE CALL No. FCO-C-XXXXXX-2018. CONSULTING XXXXXXXXX

Through the accompanying documents, I hereby submit a proposal to participate in the private call noted in the reference.

In the event of my proposal being accepted, I undertake to perfect and legalize the respective contract in the terms designated by the entity and to execute the contractual object in accordance with the documents that are part of this selection process, those in the contract, this proposal, and the other stipulations of the same, in the parts accepted by the contracting entity.

In my capacity as a bidder I declare:

1. That I know the Terms of Reference of this hiring process, its addenda and information about questions and answers, as well as other documents related to the works, and I agree to comply with all the requirements demanded therein.
2. That I also accept the consequences arising from the failure to comply with the requirements referred to in the preceding paragraph.
3. That I accept the conditions established by the contracting entity for the execution of the project. Understanding its structure and methodology.
4. That if my proposal is accepted, I undertake to initiate the execution of the respective contract, when the contracting entity imparts the initiation order, and to terminate it within the contractual terms in accordance with the provisions of the documents of the Terms of Reference, the proposal and the contract, respectively.
5. That I know and accept in all the general and special laws applicable to this selection process.
6. That I know in detail, first hand and from information provided by the competent authorities, the sites in which I must develop the object to be contracted, its characteristics, accesses, socio-economic environment, climatic, geotechnical and geological conditions, and that I have taken this knowledge into account for the preparation of the proposal and I therefore assume the effects of this statement.
7. That with the presentation of the proposal I guarantee that I count on the minimum personnel profiles required and the dedicated assigned times, and in the event of being selected I will submit for the verification of the contract supervisor, the respective academic and professional training supporting documents and the documents proving the experience of said staff.
8. That with the signing of this letter I hereby state under oath that neither I nor any of the members of the consortium or the temporary union or the legal entity that I represent, as well as any of the members of the consortium or temporary

union, have incurred in any causes of disqualification, incompatibility and other prohibitions enshrined in the law to enter into the contract, nor in the cause of conflict of interest indicated in the regulations governing this selection process.

9. That I carefully read the Terms of Reference of this private call, its grounds for rejection and for being declared void, and prepared my proposal adjusted to them. Therefore, I know and had the opportunity under the established provisions to ask for clarifications, make objections, ask questions and get answers to any concerns I had.

10. That I know, accept and fulfil the obligations contained in the previous studies, Terms of Reference and the hiring contract.

11. That the resources that compose my (our) equity do not come from the laundering of assets, financing of terrorism, drug trafficking, illegal collection of monies and in general from any illegal activity and that in case of being selected the resources received in the development of the contract shall not be destined for any of the activities described above.

12. I declare under oath, that in my country of origin the Comptroller General of the Republic is not established, or an entity that represents it, and the requirement of a background check is not required. [Applies to foreign legal persons without domicile and/or branch in Colombia] In the event that it is required.

13. I declare under oath, that in my country of origin the National General Prosecutor's Office is not established, or an entity that represents it, and the requirement of a background check is not required. [Applies to foreign legal persons without domicile and/or branch in Colombia] In the event that it is required.

14. I also declare under oath that all the information provided and contained in _____ pages corresponding to the documents, annexes and legal, financial, technical and economic forms, is truthful and susceptible to verification.

15. That based on my own calculations and estimates, having analysed the terms and conditions of the present Terms of Reference and its annexed or complementary documents, I presented my economic proposal which includes all the applicable taxes, as well as the costs, expenses, profit and other economic expenses in favour of the company that I represent, if it is selected.

SUMMARY OF THE PROPOSAL:

Bidder name or Company Name: _____

Identity card or Taxpayer ID (NIT): _____

Legal representative: _____

Country of Origin of the Bidder: _____

(If the proposal is presented in consortium or temporary union, the name and country of origin of each one of the members must be indicated).

VALIDITY OF THE PROPOSAL: For all purposes, it is understood that it is for a term equal to the bid bond of the proposal.

TOTAL TERM TO EXECUTE THE CONTRACT: _____ **WEEKS**

I would like to inform you that the communications relating to this call will be received at:

Address: _____

City: _____

Telephone number(s): _____ Mobile phone: _____

E-mail: _____



Sincerely,

PERSON AUTHORIZED TO SIGN THE PROPOSAL

Signature: _____

Name: _____

Colombian National ID Card: _____

(In case of natural persons this letter must be signed by the bidder; in the case of legal persons, consortia or temporary unions it must be signed by the duly authorized representative).



FORM 2
PAYMENT CERTIFICATE OF EMPLOYEE WITHHOLDING CONTRIBUTIONS AND GENERAL SYSTEM OF
INTEGRAL SOCIAL SECURITY

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

Reference: PRIVATE CALL NO. FCO-C-XX-2018. XXXXXX

Select and complete the applicable sworn statement from the following applicable options:

I, _____, identified with _____, in my capacity as (mark with an X as is the case) Natural person ____ Legal representative ____ Statutory Auditor ____ of (company's name) identified with Taxpayer ID Nit _____, and duly registered in the Chamber of Commerce of _____, certify the payment of social security contributions (pension, health and occupational hazards) and the employee withholdings contributions (Colombian Institute of Family Welfare ICBF, National Learning Service SENA and Family Compensation Fund), where appropriate, corresponding to the payroll of the last six (6) months that are legally required at the date of submission of the proposal for this selection process (which means those in which the obligation to make such payments has been caused). The previous, in compliance with the provisions of Article 50 of law 789 of 2002 in accordance with the provisions of laws 1607 of 2012 and 1739 of 2014.

I, _____, identified with _____, in my capacity as (mark with an X as is the case) Natural person ____ Legal representative ____ Statutory Auditor ____ of (company's name) identified with Taxpayer ID Nit _____, declare under oath that I am not obliged to pay social security and employee withholdings contributions as I do not employ anyone.

I, _____, identified with _____ as a national natural person to accredit the fulfilment of this obligation, submit together with the proposal the record or attestation of affiliation to the General system of Social Security, by means of which I am affiliated under the modality of _____, beneficiary ____ or affiliated to the subsidized regime ____ (mark with an X as appropriate), of the month immediately preceding the scheduled date for the closing of this private call.

I, _____, identified with _____, in my capacity as (mark with an X as is the case) Natural person ____ Legal representative ____ Tax reviewer ____ of (company's name) identified with Taxpayer ID Nit _____, certify the payment of the pension and occupational hazards contributions and payments to the Family Compensation Fund corresponding to the payroll of the last six (6) months that are legally required at the date of submission of the proposal for this selection process, (which means those in which the obligation to make such payments has been caused) and likewise I declare under oath that I am not obliged to pay ICBF, SENA and Social Security in Health.



In the foregoing circumstances, the certification will be issued and signed by the statutory auditor when in accordance with the law they are obliged to have said certification or if the statutes so determine, or by the legal representative when they are not obliged to have a statutory auditor.

The foregoing certification is issued for the purpose of complying with Article 50 of law 789 of 2002 and other concordant rules, in accordance with Law 828 of 2003 and Laws 1607 of 2012 and 1739 of 2014.

In addition, in the case of a national natural person, he/she must accredit the fulfilment of this obligation with the record or attestation of affiliation to the General system of Social Security, by means of which they are affiliated under the modality of contributor, beneficiary or affiliate to the subsidized scheme, at least for the month immediately preceding the date scheduled for the closing of this call.

Sincerely,

Tax reviewer or Legal Representative
Professional registration (If signed by the Statutory Auditor)
ID Card

* In the case of consortia or temporary unions, each member must certify compliance with the Social Security and Employee withholdings in this form No.2.

FORM 3
SPECIFIC EXPERIENCE OF THE BIDDER TO ENABLE THE PROPOSAL

PURPOSE:								
BIDDER:								
COMPLETE INFORMATION OF THE MEMBER PROVIDING THE EXPERIENCE:								
EXPERIENCE OF THE PROPOSED BIDDER TO ENABLE THE PROPOSAL								
CONTRACT NO.	OBJECT	ACTIVITIES CARRIED OUT	AMOUNT IN MINIMUM MONTHLY LEGAL SALARIES	CONTRACTING ENTITY	START DATE	END DATE	PERCENTAGE OF PARTICIPATION (EACH CONTRACT)	ACCREDITATION ALTERNATIVE (A OR B)
1								
2								
3								

The bidder under oath states that the information entered above is truthful and can be consulted at any time, in consequence they are responsible for what is entered here and undertake to present the required documents that support the information entered in this form.

Note 1: In the case of plural proposals, each of the members that make up the bid must fill in the present form, highlighting their contribution to the experience to be accredited.

Note 2: This form must be accompanied by the corresponding certifications of experience or the documents established in the accreditation alternatives with which it is intended to comply with the enabling experience requirements. In no case will the bidder be able to change or replace the contracts presented initially with the proposal to accredit the required experience, as they will not be taken into account. Only the information relating to the documents initially submitted may be proved, in which case it is only possible to clarify, provide information or related documents when the entity so requires.

Note 3: Where certifications do not contain the information that can be verified, the bidder may attach to the proposal a copy of the contract or the supporting documents of the case (provided that they are signed by the competent official of the entity) that allows them to extract the missing information in the certification.

Note 4: The bidder must indicate in this form the contract (s) that it provides to accredit each of the conditions requested as a specific enabling experience.



Note 5: In the event of a higher number of contracts being submitted for the purposes of accreditation of the experience than the maximum number required, the contracts recorded in this form will be verified, in their order, and up to the maximum number indicated in the Terms of reference. In case of providing a greater number of contracts than required or a certification of several contracts and the bidder does not indicate in the form those that should be considered for enabling purposes, the executed contracts of greater total value will be taken into account and up to the maximum number required in the Terms of Reference.

FORM 3A
SPECIFIC EXPERIENCE OF THE BIDDER FOR THE ADDITIONAL QUALIFICATION OF THE PROPOSAL

OBJECT:								
BIDDER:								
COMPLETE INFORMATION OF THE MEMBER PROVIDING THE EXPERIENCE:								
EXPERIENCE OF THE PROPOSED BIDDER TO QUALIFY THE PROPOSAL								
CONTRACT NO.	OBJECT	ACTIVITIES CARRIED OUT	AMOUNT MINIMUM MONTHLY LEGAL SALARIES	IN CONTRACTING ENTITY	START DATE	END DATE	PERCENTAGE OF PARTICIPATION (EACH CONTRACT)	ACCREDITATION ALTERNATIVE (A OR B)
1								
2								
3								
SPECIFIC EXPERIENCE OF THE BIDDER IN CES- CSC								
CONTRACT NO.	OBJECT						START DATE	END DATE
1								
2								
3								

The bidder under oath states that the information entered above is truthful and can be consulted at any time, in consequence they are responsible for what is entered here and undertake to present the required documents that support the information entered in this form.

Note 1: In the case of plural proposals, each of the members that make up the bid must fill in the present form, highlighting their contribution to the experience to be accredited.

Note 2: This form must be accompanied by the corresponding certifications of experience or the documents established in the accreditation alternatives with which it is intended to comply with the qualifying experience requirements. In no case will the bidder be able to change or replace the contracts presented initially with the proposal to accredit the required experience, as they will not be taken into account. Only the information relating to the documents initially submitted may be proved, in which case it is only possible to clarify, provide information or related documents when the entity so requires.



Note 3: Where certifications do not contain the information that can be verified, the bidder may attach to the proposal a copy of the contract or the supporting documents of the case (provided that they are signed by the competent official of the entity) that allows them to extract the missing information in the certification.

Note 4: The bidder must indicate in this form the contract (s) that it provides to accredit each of the conditions requested as a specific enabling experience.

Note 5: In the event of a higher number of contracts being submitted for the purposes of accreditation of the experience than the maximum number required, the contracts recorded in this form will be verified, in their order, and up to the maximum number indicated in the Terms of Reference. In case of providing a greater number of contracts than required or a certification of several contracts and the bidder does not indicate in the form those that should be considered for enabling purposes, the executed contracts of greater total value will be taken into account and up to the maximum number required in the Terms of Reference.

FORM 4 ECONOMIC PROPOSAL

Below I present my economic proposal in Colombian pesos, which includes the costs, expenses, taxes, fees and other contributions as applicable.

BIDDER	
DESCRIPTION	Value
<i>Economic Proposal</i>	\$
TOTAL VALUE OF THE OFFER	\$

All the values of the proposal must be adjusted to the nearest peso without cents, otherwise the entity will proceed to adjust any value that is not in said format, rounding up or down to the nearest peso.

PERSON AUTHORIZED TO SIGN THE PROPOSAL

Signature: _____

Name: _____

ID Card: _____

FORM 5
DETAILED ECONOMIC PROPOSAL ESTIMATE AND MULTIPLIER FACTOR

The selected bidder must fill in the Detailed Economic Proposal Estimate and Multiplier Factor form, taking special care to fill each of the boxes for all the personnel being offered, which in any case, cannot be less than minimum personnel (minimum personal annex), according to the minimum time dedication required for the execution of the respective phase and totalize the same, as well as the other direct costs required in this form and submit it to the supervisor of the contract as prior requirement before the subscription of the initiation document. Consequently, it should not be submitted with the proposal.

This form is only considered as a tool for the supervision of the contract, therefore it will not be the subject of verification or evaluation and in no case can change the value of the presented economic proposal.

DETAILED ECONOMIC PROPOSAL ESTIMATE AND MULTIPLIER FACTOR FORM OBJECT: BIDDER:							
PROFESSIONAL STAFF							
Concept	A	B	C	D	E	F	
Professional Staff	AMOUNT	BASIC MONTHLY SALARY	% DEDICATION	F.M (%)	MONTHLY VALUE (AxBxCxD)	NO. OF MONTHS	PARTIAL TOTAL (EXF)
SUBTOTAL COST PROFESSIONAL PERSONNEL (1)							\$
TECHNICAL PERSONNEL							
Concept	A	B	C	D	E	F	
Technical staff	AMOUNT	BASIC MONTHLY SALARY	% DEDICATION	F.M (%)	MONTHLY VALUE (AxBxCxD)	NO. MONTHS OF	PARTIAL TOTAL (EXF)
SUBTOTAL COST TECHNICAL PERSONNEL (2)							\$
OTHER DIRECT COSTS							
CONCEPT							
Other direct costs				Unit	Amount	Unit Value	Partial Total

SUBTOTAL OTHER DIRECT COSTS (3)				\$
GENERAL SUMMARY ECONOMIC PROPOSAL				
TOTAL AMOUNT (1 + 2 + 3)				\$
TOTAL CONSULTING VALUE				\$



FORM 6
SWORN STATEMENT CORRESPONDING TO THE IDENTIFICATION OF THE REAL BENEFICIARY

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

The undersigned, acting on behalf and in representation of [*Name of the **Interested party**. In the case of a Plural interested party, the name of the **Plural interested party** must be included, as well as the name of each one of its members*] present this sworn statement corresponding to the identification of the Real Beneficiary, in development of the **Private Call No. FCO-C-XX-2018** advanced by **FINANCIERA DE DESARROLLO TERRITORIAL S.A. – FINDETER, whose object will be to contract the CONSULTANCY XXXXX**. By means of the subscription of this document, we fully identify the natural or legal persons who, personally or directly, would be the real beneficiaries of the future contract.

I/we declare – under oath, the Real Beneficiaries referred to in this document, as follows:

INTERESTED INDIVIDUAL OR MEMBER OF THE PLURAL INTERESTED PARTY	REAL BENEFICIARIES	IDENTIFICATION DOCUMENT (NATIONAL ID CARD, ALIEN ID CARD OR ITS EQUIVALENT OR TAXPAYER ID NIT)

Sincerely,

Signatures:

[*The document will be subscribed by the **Interested Individual** or all the members of the **Plural Interested Party**. The legal persons will do so through the legal representatives accredited in the documents of existence and legal representation and/or agents conferred for this Private Call.*]



FORM 7
SWORN DECLARATION OF THE NON-EXISTENCE OF A CONFLICT OF INTEREST

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

The undersigned, acting on behalf and in representation of [*Name of the **Interested party**. In the case of a Plural interested party, the name of the **Plural interested party** must be included, as well as the name of each one of its members*] for the presentation of the proposal and/or subscription of the contract within the **Private Call No. FCO-C-XX-2018** carried out by **FINANCIERA DE DESARROLLO TERRITORIAL S.A. – FINDETER**, whose object will be to **contract the CONSULTANCY XXXX**. I/we state under oath that **neither I nor any of the members of the consortium or the temporary union or the legal entity that I represent, have incurred in,** either individually or as a member of a consortium or temporary union, in the following conflicts of interest:

- i. In any of the grounds laid down in Law 734 of 2002, Article 11 of Law 1437 of 2011 and other concordant rules.
- ii. Have participated in the structuring, evaluation, approval, viability and financing of the project subject to this private call, as well as in the structuring of the terms of reference and/or in the evaluation and selection of the contracting process. The conflict of interest will also be predicated on the real beneficiaries of the same persons.
- iii. Have participated or been linked as service operators in the municipality where the consultancy work that this private call is being carried out will be executed. This prohibition also governs the real beneficiaries of the same persons.
- iv. Have signed a supervisory contract with FINDETER, during the execution period and until the liquidation of the same. This conflict will also be true of the actual beneficiaries of the same people.

Sincerely,

Signatures:

[*The document will be subscribed by the **Interested Individual** or all the members of the **Plural Interested Party**. The legal persons will do so through the legal representatives accredited in the documents of existence and legal representation and/or agents conferred for this Private Call.*]

FORM 8
SWORN STATEMENT FORM ON PENALTY CLAUSES, COLLECTION PENALTY CLAUSES, FINES,
PENALTIES OR DECLARATIONS OF NON-COMPLIANCE AND/OR RESOLUTION OR EARLY
TERMINATION DUE TO IMPOSED CONTRACTOR DEFAULTS

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

The undersigned, for the purposes of the Assessment factor for compliance with previous contracts within the private call **No. FCO-C-XX-2018**, state under oath ____ that [have been imposed or declared (in case of natural person)] [to the company I represent (in the case of legal person)] ____ in contracts in which I have been a contractor, within three (3) years preceding the closing of the present contracting process, the penalty clauses (not collection penalty clauses), collection penalty clauses, fines, penalties or declarations of non-compliance; or within five (5) years prior to the end of the present contracting process, resolution or early termination for non-compliance by the contractor, which I relate below:

Measure (s) imposed	Number of times imposed		Contract n °	Contracting	Name of the person to whom the measure was imposed
Penal clause (s) (not collection)	1.				
	2.				
	3.				
	4.				
Collection penalty clause (s)	1.				
	2.				
	3.				
	4.				
Fine (s)	1.				
	2.				
	3.				
	4.				
Penalties or declaration of non-compliance	1.				
	2.				
	3.				
	4.				
Resolution (s) or early termination due to contractor default	1.				
	2.				
	3.				
	4.				



The bidder under oath states that the above information is truthful; consequently, it is responsible for the information entered herein, and must present the documents that support the statement and the rest as required.

Notwithstanding the above, the CONTRACTING PARTY reserves the right to verify the information reported in this form.

Sincerely,

Signatures:

[The document will be subscribed by the natural person or legal representative of a legal person who is presented individually in this private call and in the case of temporary unions or consortia must provide the sworn certification signed by each one of its members.]

[Natural or legal persons who act as bidders in the present contracting process individually or jointly (temporary unions or consortia) that are registered in the Unique Register of Bidders of the Chamber of Commerce, MUST provide the certificate of this register for each of the registered persons, issued within thirty (30) calendar days preceding the date of the closing of this private call.]

FORM 9
**SWORN DECLARATION FORM OF THE NON-EXISTENCE OF IMPOSITION OF PENALTY CLAUSES,
COLLECTION PENALTY CLAUSES, FINES, PENALTIES OR DECLARATIONS OF DEFAULT AND/OR
RESOLUTION OR EARLY TERMINATION DUE TO THE BREACH OF CONTRACTS**

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

SUBJECT: PUBLIC Call No. FCO-C-XX-2018 TO CONTRACT THE CONSULTING XXXX

The undersigned, for the purposes of the Assessment Factor for Compliance with Previous Contracts within the private call of the reference, stated under oath that I have not had imposed upon me ____ (in case of natural person)/to the company that I represent ____ (in the case of a legal person), within the three (3) years preceding the closing of the present recruitment process, in any penalty clauses, collection penalty clauses, fines, penalties or declarations of non-compliance; or within five (5) years prior to the end of this process of contract resolution or early termination due to the breach of contracts, imposed or declared in the contracts in which I have been a contractor.

Notwithstanding the above, the CONTRACTING PARTY reserves the right to verify the information reported in this form,

Sincerely,

Signatures:

[The document will be subscribed by the natural person or legal representative of a legal person who is presented individually in this private call and in the case of temporary unions or consortia must provide the sworn certification signed by each one of its members.]



FORM 10
**DECLARATION FORM REGISTRATION IN THE UNIQUE REGISTER OF BIDDERS OF THE SINGLE
BUSINESS REGISTER OF THE CHAMBER OF COMMERCE**

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

SUBJECT: PRIVATE CALL No. FCO-C-XX-2018 TO CONTRACT THE CONSULTING XXXX

Select and complete the applicable sworn statement from the following applicable options:

The undersigned, (First and last name), identified with _____, in my capacity as **(mark with an X according to the case)** Natural person ____ / Legal Representative ____ of (Company name) identified with Taxpayer ID Nit _____, for the purposes of the Assessment Factor for Compliance with Previous Contracts within this private call, state under oath:

I am not registered _____ in the Unique Register of Bidders of the Chamber of Commerce's Single Business Register

I am registered _____ in the Unique Register of Bidders of the Chamber of Commerce's Single Business Register

Sincerely,

Signatures:

[The document will be subscribed by the natural person or legal representative of a legal person who is presented individually in this private call and in the case of temporary unions or consortia must provide the sworn certification signed by each one of its members.]

Natural or legal persons who are registered must provide the certificate of registration of the individual bidder and that of each of the members of the consortium or temporary union in the case of a plural bidder, issued within thirty (30) calendar days preceding the closing date of this private call for the purposes of the assessment factor for compliance with previous contracts.

Notwithstanding the previous sworn statement, the contractor reserves the right to verify the information reported in this form.



FORM 11

LETTER OF COMMITMENT ON THE INCORPORATION OF GENDER EQUITY AND SOCIAL INCLUSION IN THE DEVELOPMENT OF THE PROJECT

City and date: _____.

Attn:

FINANCIERA DE DESARROLLO TERRITORIAL S.A - FINDETER

Calle 103 # 09-20

Bogotá D.C. – Colombia

SUBJECT: PRIVATE CALL NO. VP-C-XX-2018 TO CONTRACT THE CONSULTING XXXX

The following options fill the express manifestation under the seriousness of the oath that corresponds to the case:

The undersigned (First and last name), identified with _____, in my capacity of **(mark with an X according to the case)** Natural person ____ / Legal Representative ____ of (Company's name) identified with Taxpayer ID Nit _____, for the purpose of promoting gender equity and social inclusion within the Private Call, I state under oath:

I pledge to promote the gender and social inclusion approach during the implementation of the project, in accordance with the guidelines that Findeter has arranged and all the affirmative actions that lead to said promotion.

Sincerely,

Signatures:

[The document will be subscribed by the natural person or legal representative of a legal person who is presented individually in this private call and in the case of temporary unions or consortia must provide the sworn certification signed by each one of its members.]

FORM 12

PROMISE OF TECHNICAL ASSISTANCE CONTRACT

THIS FORM IS ONLY FILLED OUT WHEN THE SPECIFIC EXPERIENCE IS ACCREDITED THROUGH AN INTERNATIONAL NETWORK OF FIRMS

Between the undersigned _____ who for the purposes of this form will be called the Technical Assistant and _____ on behalf of _____ in representation of _____ who for the purposes of this form shall be called the bidder, we have agreed to enter into this contract promise which is intended to provide technical assistance services, on the occasion of the module (s): _____, Private Call for bids No. **FCO-X-XX-2018**, carried out by Findeter and governed by the following clauses:

The Technical Assistant is committed to the bidder to provide and accredit the experience required in Private Call No. FCO-X-XX-2018 in relation to the specific experience in XXXXXX, in accordance with the rules established for this effect in the Terms of Reference, for which form No. XX provides the supporting documents that credit the experience of the technical assistant.

In the event that the bidder wins the selection process, the Technical assistant will provide support to the bidder in the execution of the contract in the specific area of the experience that is contributed.

The perfecting of the technical assistance contract that is promised here is subject only to the condition of the awarding of contract XXXXX.

The technical assistant acquires an unconditional and irrevocable commitment for the period of the technical assistance contract, which may not be less than the term of the contract of XXXX, expressly assuming the commitment not to diminish the participation thereof.

The purpose of the technical assistance contract will be to provide the necessary technical advice to the bidder to ensure that it has the technical support in the relevant field and thus ensure the successful execution of the activities carried out by the Contractor, depending on the specific task the technical Assistant is obligated to develop.

Under the technical assistance contract, the technical assistant agrees to:

- a) Unconditionally assume, both before the bidder and Findeter, the technical responsibility of the results of the task that it is committed to developing.
- b) Ensure that the completion of the technical assistance contract will not take place before the total execution term of the activities covered by the contract of XXXXXXXXXX.
- c) To foresee that when for any reason the technical assistant is to be replaced, he or she will not be able to leave their duties or cease to be responsible until a new technical assistant initiates activities, for whose appointment the prior and express authorization of Findeter will be required, which will be issued when the new assistant proves that they possess the necessary experience to perform the functions in accordance with the provisions herein.

d) Not include clauses that leave without effect or that diminish the responsibility of the technical assistant, which must be complete in relation to the provision of the technical assistance that is necessary for the development of the activities of the respective contract and with the technical results of the same.

e) Establish that the failure to comply with the Technical assistant's obligations or their substitution without the described formalities constitutes a causality of breach of the contract of XXXXXXXX.

For the purposes of compliance with qualifying requirements, the technical assistant must demonstrate that it meets the requirements of the bidder.

The technical assistant, with the signing of this promise of technical assistance contract, declares that there is no cause for them being disqualified, or incompatibility or conflict of interest to provide the support required by the bidder and the contractor in the event of them being awarded the contract.

With the signing of this promise, the technical assistant declares that it only provides its credentials for the accreditation of the bidder's experience _____.

Both the technical assistant and the bidder declare that the technical assistance contract does not generate any cost or obligation that must be assumed by the entity, in such sense, any cost, obligation or risk on this aspect, will be assumed directly by the bidder or contractor in the event that the contract is awarded to them.

The presentation of the technical assistant does not exempt the bidder from the responsibility for the presentation of the professional personnel required in these Terms of reference.

In witness whereof this is issued on _____,

The bidder,

The technical assistant,
