



**FINANCIERA DEL DESARROLLO TERRITORIAL FINDETER S.A.**

**PRIVATE CALL NO.FCO-C-025-2018**

**TERMS OF REFERENCE FOR CONTRACTING THE STUDIES OF THE ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS IMMersed IN THE MIROLINDO PICALÉÑA WATER SANITATION PLAN OF THE MUNICIPALITY OF IBAGUE, INCLUDING THE FOLLOWING COMPONENTS TECHNICAL, LEGAL AND FINANCIAL AS WEEL AS THE GENDER EQUITY AND SOCIAL INCLUSION PROGRAM”**

**CONTRACTING MANAGEMENT**

**NOVEMBER 2018**

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## BACKGROUND AND GENERAL DESCRIPTION OF THE PROCESS

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 specific 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 equity, (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.

Responding to the "Urban Development" Component 1 of the Memorandum of Understanding (MoU) the contracting is required of a " **STUDIES OF THE ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS IMMERSSED IN THE MIROLINDO PICALÉÑA WATER SANITATION PLAN OF THE MUNICIPALITY OF**

**IBAGUE, INCLUDING THE FOLLOWING COMPONENTS TECHNICAL, LEGAL AND FINANCIAL AS WEEL AS THE GENDER EQUITY AND SOCIAL INCLUSION PROGRAM””** for the Municipality of Ibagué - Tolima.

The resources of the component to achieve the UN's sustainable development goals were defined for ten (10) cities, selected by means of a study contracted by the British Embassy in Colombia and developed by the firm Ernst & Young, within which the municipality of Ibagué is located.

By email of May 7, 2018 and June 8th, 2018, the "*Convenience Analysis*" document was delivered to FINDETER by the Municipality of Ibagué, as well as the plans and cartography that will serve as input for the Contract activities, in order that within the technical assistance provided by Findeter, the pre-contractual process of the project called: **"STUDIES OF THE ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS IMMERSSED IN THE MIROLINDO PICALÉÑA WATER SANITATION PLAN OF THE MUNICIPALITY OF IBAGUE, INCLUDING THE FOLLOWING COMPONENTS TECHNICAL, LEGAL AND FINANCIAL AS WEEL AS THE GENDER EQUITY AND SOCIAL INCLUSION PROGRAM”** will be started.

The technical information that supports the Private Call corresponds to documentation prepared by the Municipality of Ibagué and by IBAL S.A. E.S.P.; which includes, amongst others, the identification and characterization of the service to be contracted, the activities to be developed, description of the need and information of the existing infrastructure.

## CHAPTER I SPECIFIC PROVISIONS

### SUBCHAPTER I OF THE PRIVATE CALL

#### 1.1. OBJECT

The purpose of this Private Call is to contract the **"STUDIES OF THE ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS IMMERSSED IN THE MIROLINDO PICALÉÑA WATER SANITATION PLAN OF THE MUNICIPALITY OF IBAGUE, INCLUDING THE FOLLOWING COMPONENTS TECHNICAL, LEGAL AND FINANCIAL AS WEEL AS THE GENDER EQUITY AND SOCIAL INCLUSION PROGRAM**

#### 1.2. DESCRIPTION AND SCOPE

The project to be develop comprises the execution of two clearly established and defined phases:

Phase 1: Feasibility studies

Phase 2: Detailed designs

The Contract Project has as its purpose at the creation of the Studies And Designs Of Parallel Collectors, the design of emissaries, sanitary interceptors within the urban perimeter, taking into account the plan of sanitation and management of discharges where the Collectors are established for the Mirolindo-Picalaña Water Sanitation Plan denominated as follows: Airport Interceptor, Santa Cruz Collector 1, Santa Cruz Collector 2, Collector 103, Collector 113, Opia interceptors, Opia 2 Interceptor and Combeimto Interceptor with its corresponding pumping system, final emissary for connection to the Escobal treatment plant and other sewer networks that are defined in the Mirolindo -Picalaña Water Sanitation Plan. These activities must be developed by the contract in fulfilment of the scope of the contract, except those that the auditing and/or project supervision modify in an explicit and specific form, leaving written record of the reasons that justify these changes. The activities that the contractor considers necessary to complement the results of the contract or that it considers needed to improve some technical aspect of the development of an activity, must be informed and approved by the audit and project supervision, especially when they may generate modifications to the costs of the contract.

As a general scope, the detailed designs of the Parallel Collectors, design of emissaries, sanitary interceptors within the urban perimeter, taking into account the plan of sanitation and management of discharges where they established the collectors of the Mirolindo-Picalaña Water Sanitation Plan, denominated as follows: Airport Interceptor, Santa Cruz Collector 1, Santa Cruz Collector 2, Collector 103, Collector 113, Opia interceptors, Opia 2 Interceptor and Combeimto Interceptor with its corresponding pumping system, final emissary for connection to the Escobal treatment plant and other complementary sewer networks will be carried out at the level of detail required to move to the construction stage (definitive designs of all the design processes of collectors, the connection works between the sewer system and the plant and its discharges works). In addition, the design must also contemplate the control systems, operating manuals and start-up programs and all their costs, which must be reflected in the budget for the construction contract.

## **PHASE 1: FEASIBILITY STUDY**

The objective of the activities of this Phase is to make the selection of the most favourable alternative, based on technical, social, legal, environmental and economic criteria, generating benefits for women, girls and vulnerable communities, as well as the risks that may be associated with the conception and evaluation of the project. Considerations should be made on the social, environmental, technical, economic, legal, financial, institutional and other aspects that may affect the evaluation carried out and the continuity of the project's conception process.

In this Phase all the required studies and predesigns must be performed with a sufficient degree of detail that allows an evaluation of all the aspects of the project to be performed, to establish with a degree of acceptable certainty the benefits, profits, costs, economic, social and environmental indicators, in order to define whether or not the project is feasible, as well as whether or not to move onto the next Phase of the process, Phase 2-Detailed Designs.

The analysis of alternatives will be required, in order to compare and select technical alternatives that allow the optimization of costs and to adopt solutions adapted to the most recent practice of engineering, looking for systems and works that guarantee the efficient use of resources and a sustainable project in all aspects.

Within the development of Phase 1, THE PROJECT EXECUTION CONTRACTOR should analyse the different service alternatives by evaluating the existing infrastructure and its state, and visualizing which additional structures and networks should be designed and built subsequently, in order to ensure the optimal functioning of the sewage system, and the proper handling of wastewater. THE PROJECT EXECUTION CONTRACTOR, in the development of the contract, will have to perform the technical and economic feasibility studies that conclude with the definition of location and the pre-sizing of the different alternatives.

The Contractor shall perform all the work considering the detailed scope set out in the document "Technical Annex of the Contract, the Legal and Financial Annex and the Gender Equity Annex", as follows:

### **1. BASIC STUDIES**

#### **a) Technical**

- 1.1. System diagnosis (corresponds to paragraph 1.1 of the Technical Annex)
- 1.2. Feasibility studies (corresponds to paragraph 1.2 of the Technical Annex), which includes:

- General conditions.
- Field reconnaissance, property research.
- Characteristics of the receiving sources.
- Instrumentation for the planning, management and management of watersheds and aquifers.
- Geology, geomorphology, soils and geotechnics.
- Photogrammetric studies, topographic and field work.
- Bathymetry.
- Characterization of wastewater.
- Determination of sewer flow.
- Vulnerability and risk.
- Hydraulic performance of the existing drainage system.
- Pluvial and wastewater sewage system, manpower and construction materials availability.
- Socioeconomic and environmental studies. The first study involves the analysis of the specific situation of the vulnerable population and women, to promote gender equity and social inclusion.
- Permits, licenses, authorizations, property registration technical sheets.
- Other studies (structural, hydraulic, electrical, mechanical, hydrological, fluvial, etc.)
- Existing infrastructure of other services.
- Availability of electric power.
- Access roads
- Territorial reading component; community feedback reports, maps of stakeholders, outreach pieces, news reports; analysis of the situation of women in the framework of the project; monthly report; schedule activities within the framework of the Social Management and Gender Equity Plan.

**b) Legal and financial**

- Financial and legal due diligence (legal and financial structuring annex).
- Evaluation of project implementation alternatives (Legal and financial structuring annex).

- 1.3. Formulation, analysis, comparison selection of viable alternatives of projects (corresponds to the paragraph 1.3 of the Technical Annex)

**PHASE 2: DETAILED DESIGNS**

Within this Phase, THE PROJECT EXECUTION CONTRACTOR will have to create the detailed designs of all the works that will form the project, based on the predesigns prepared for the selected alternative of the feasibility study in Phase 1. The scope of the designs must be sufficient to create the construction plans which, together with the technical specifications and other design documents such as logs and reports, allowing the execution of the works without requiring information or details except in the case of equipment and special electromechanical elements with specific characteristics, in which the detail drawings must be supplied by the manufacturer of such equipment or elements.

THE PROJECT EXECUTION CONTRACTOR will review the location of the predesigned works in the feasibility study and relocate, if necessary, by modifications in their sizing or alignment. All complementary investigations that are indispensable, particularly in topography, Geotechnics, (including deep drilling if necessary), sedimentology, seismic and other relevant aspects will be carried out.

The construction plans must be complete and easy to interpret, and include exploded drawings of (concrete) reinforcement and construction details and the definition of all the elements and equipment incorporated therein, such as floodgates, elevated steps, Inspection chambers, etc. In addition, the plans must include plants, frontal views, sides and cross sections,

which allow the precise determination of the characteristics of each individual structure or typical structures and will be accompanied by a summary table with the class, location, level measurement, summary description and main dimensions of each.

All plans will be 0.70 m by 1.00 m, delivered in physical and digital media, in DWG formats.

In addition to the detailed drawings of each work and structure, there will be general location plans of the project (MAGNA-SIRGAS Reference system) and the location of each one of the systems and each work, an index of plans, the sources of materials and its plan of use and reuse, the location of topographic references, shafts and other general plans that are necessary.

The drawings and the information produced in the stage of the detailed designs must be sufficient to advance the processes and for the construction of the works and for the acquisition and assembly of the equipment. In the case of equipment with special design, the installation details and the complementary structures related thereto shall only be completed when the respective manufacturer has been selected and supplied with the corresponding specifications.

The plans of the zones to be acquired for the construction of the works, which must be drawn based on accurate planimetric surveys, must be sufficient for all the procedures that are required for the imposition of easements, application of permits and acquisition of land.

Economic indicators of the current state of the city's sanitation situation (without the project) will be defined and quantified, and a dynamic database will be created and/or added to.

Thus, THE PROJECT EXECUTION CONTRACTOR will have to advance all the detailed designs of the works for the alternative selected in Phase 1. Feasibility study, considering the detailed scope established in the printed version of the document "Technical Annex of the Contract", as follows:

## **2. DETAIL DESIGN** (corresponds to number 2 of the Technical Annex)

- 2.1. Design criteria (corresponds to paragraph 2.1 of the Technical Annex)
- 2.2. Definition and localization of each of the components of the project to be designed (corresponds to paragraph 2.2 of the Technical Annex)
- 2.3. Selection of alternatives (corresponds to paragraph 2.3 of the Technical Annex)
- 2.4. Topography (corresponds to paragraph 2.4 of the Technical Annex)
- 2.5. Geometric design and interference analysis (correspond to paragraph 2.5 of the Technical Annex)
- 2.6. Hydraulic Design and Hydrology Studies (corresponds to paragraph 2.6 of the Technical Annex)
- 2.7. Geology, soil research and geotechnics (corresponds to paragraph 2.7 of the Technical Annex)
- 2.8. Structural design (corresponds to paragraph 2.8 of the Technical Annex)
- 2.9. Design of complementary works (corresponds to paragraph 2.9 of the Technical Annex)
- 2.10. Property management (corresponds to paragraph 2.10 of the Technical Annex)
- 2.11. Definition of technical specifications for construction (corresponds to paragraph 2.11 of the Technical Annex)
- 2.12. Determination of the budget and work schedules (corresponds to paragraph 2.12 of the Technical Annex)
- 2.13. Other studies and designs (correspond to paragraph 2.13 of the Technical Annex)
- 2.14. Results (corresponds to paragraph 2.14 of the Technical Annex)
- 2.15. Financial and legal structuring (development of the transaction scheme, financial model, risk analysis, documents for the legal feasibility of the project and complementary documents)
- 2.16. Advising and support in the processes of selection and contracting of the processes that are defined (including the respective audits).

## **1.3. LOCATION**

### **1.3.1. GENERAL LOCATION**

The project is located in the city of Ibagué, capital of the Department of Tolima, located 210 kilometres west of Bogotá (Colombian capital), on a sloping terrace, which is part of one of the buttresses of the Cordillera Central.



Figure 1. Location of the Municipality of Ibagué – Tolima (source Google Maps)

The zone of influence of the project corresponds to the south eastern zone of the city of Ibagué, where are the collectors and other networks of the sewer system that are part of the Miroliando – Picalaña Water Sanitation Plan (see Figure 2)

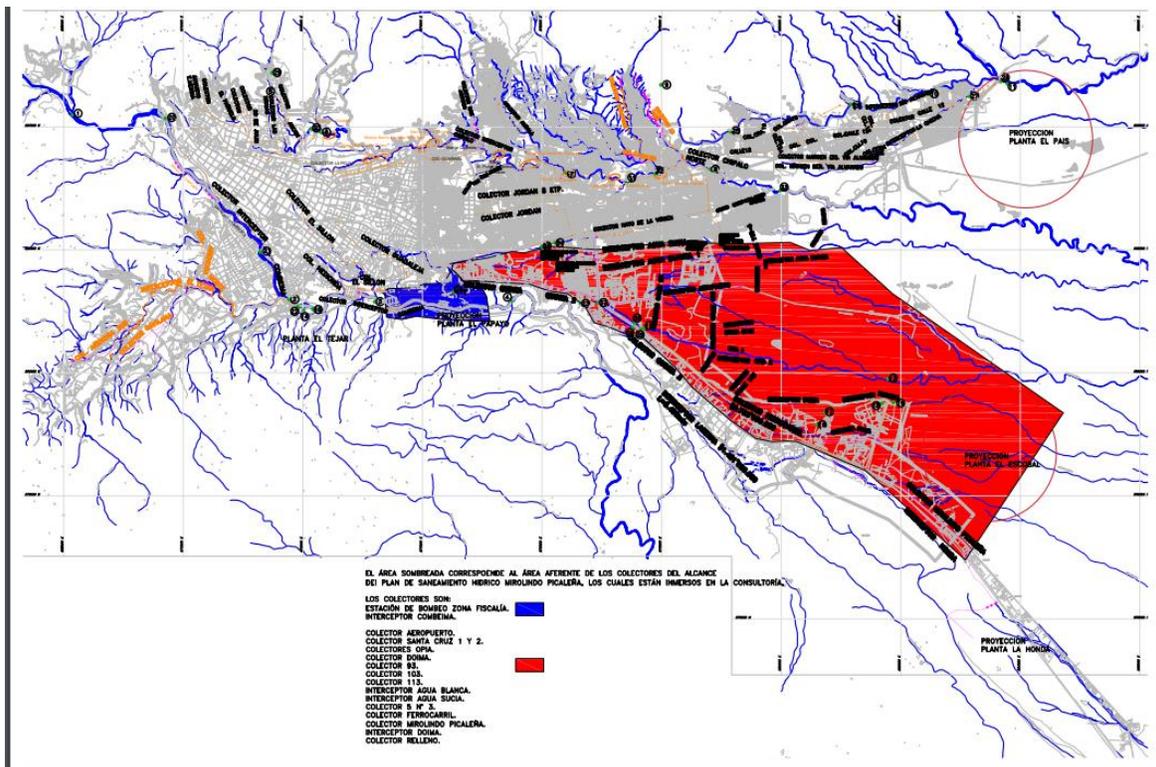


Figure 2. Location Southeast Zone Municipality of Ibagué – Tolima (Source Google Maps).

#### 1.4. ESTIMATED BUDGET

The estimated budget for the implementation of the project by phases is up to the sum of **ONE THOUSAND EIGHT HUNDRED AND THIRTY-ONE MILLION ONE HUNDRED AND THIRTY-SIX THOUSAND EIGHT HUNDRED AND FIFTY PESOS (\$1,831,136,850)** including transportation costs, expenses, taxes, fees and other contributions.

Budget that Corresponds to the sum of the estimated value for each PHASE, Establishing for each one the following:

PHASE	TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN	
	NUMBERS	LETTERS
Phase 1: Feasibility Study	\$499,191,160.00	FOUR HUNDRED AND NINETY-NINE MILLION ONE HUNDRED AND NINETY-ONE THOUSAND ONE HUNDRED AND SIXTY PESOS
Phase 2: Detailed Designs	\$846,063,220.00	EIGHT HUNDRED AND FORTY-SIX MILLION SIXTY-THREE THOUSAND TWO HUNDRED AND TWENTY PESOS
<b>TOTAL ESTIMATED BUDGET FOR THE TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN (PHASE 1 + PHASE 1I)</b>	<b>\$1,345,254,380.00</b>	<b>ONE THOUSAND THREE HUNDRED AND FORTY-FIVE MILLION TWO HUNDRED AND FIFTY-FOUR THOUSAND THREE HUNDRED AND EIGHTY PESOS</b>

PHASE	LEGAL AND FINANCIAL STRUCTURING COMPONENT	
	NUMBERS	LETTERS
Phase 1: Feasibility Study	\$209,822,250.00	TWO HUNDRED AND NINE MILLION EIGHT HUNDRED AND TWENTY-TWO THOUSAND TWO HUNDRED AND FIFTY PESOS
Phase 2: Detailed Designs	\$276,060,220.00	TWO HUNDRED AND SEVENTY-SIX MILLION SIXTY THOUSAND TWO HUNDRED AND TWENTY PESOS
<b>TOTAL ESTIMATED BUDGET FOR THE LEGAL AND FINANCIAL STRUCTURING COMPONENT OF (PHASE 1 + PHASE 1I)</b>	<b>\$485,882,470.00</b>	<b>FOUR HUNDRED AND EIGHTY-FIVE MILLION EIGHT HUNDRED AND EIGHTY-TWO THOUSAND FOUR HUNDRED AND SEVENTY PESOS</b>

PHASE	CONTRACT BUDGET ESTIMATE	
	NUMBERS	LETTERS
Phase 1: Feasibility Study	\$709,013,410.00	SEVEN HUNDRED AND NINE MILLION THIRTEEN THOUSAND FOUR HUNDRED AND TEN PESOS

PHASE	CONTRACT BUDGET ESTIMATE	
	NUMBERS	LETTERS
Phase 2: Detailed Designs	\$1,122,123,440.00	ONE THOUSAND ONE HUNDRED TWENTY-TWO MILLION ONE HUNDRED AND TWENTY-THREE THOUSAND FOUR HUNDRED AND FORTY PESOS
<b>TOTAL ESTIMATED BUDGET FOR THE LEGAL AND FINANCIAL STRUCTURING COMPONENT OF (PHASE 1 + PHASE 1I)</b>	<b>\$1,831,136,850.00</b>	<b>ONE THOUSAND EIGHT HUNDRED AND THIRTY-ONE MILLION ONE HUNDRED AND THIRTY-SIX THOUSAND EIGHT HUNDRED AND FIFTY PESOS</b>

The value of the estimated budget for the 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, in addition to 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.

Each Phase shall have an estimated, specific and differentiated budget, in consideration of the provisions of these Terms of Reference. The economic proposal, once the arithmetic corrections have been made, may not be lower than the minimum value or above the maximum value of the estimated budget for the Private Call, and the proposal for each phase may not be less than the minimum value or greater than the maximum value of the budget established for the respective phase.

- 1.4.1. The Estimated Budget for the development of Phase 1 for the technical and structuring component of the social management and gender equity plan is **FOUR HUNDRED AND NINETY-NINE MILLION ONE HUNDRED AND NINETY-ONE THOUSAND ONE HUNDRED AND SIXTY PESOS (\$499,191,160.00)** including transportation costs, expenses, taxes, fees and other contributions.
- 1.4.2. An estimated budget for the development of Phase 1 was also determined for the Legal and Financial Structuring Component of **TWO HUNDRED AND NINE MILLION EIGHT HUNDRED AND TWENTY-TWO THOUSAND TWO HUNDRED AND FIFTY PESOS (\$209,822,250.00)** including transportation costs, expenses, taxes, fees and other contributions.
- 1.4.3. The estimated budget for the development of Phase 2 for the technical and structuring component of the social management and gender equity plan is **EIGHT HUNDRED AND FORTY-SIX MILLION SIXTY-THREE THOUSAND TWO HUNDRED AND TWENTY PESOS (\$846,063,220.00)** including transportation costs, expenses, taxes, fees and other contributions.
- 1.4.4. An estimated budget for the development of Phase 2 was also determined for the Legal and Financial Structuring Component of **TWO HUNDRED AND SEVENTY-SIX MILLION SIXTY THOUSAND TWO HUNDRED AND TWENTY PESOS (\$276,060,220.00)** including transportation costs, expenses, taxes, fees and other contributions.

The values corresponding to the minimum value and the maximum value of the value of each Phase and the total value of the estimated budget are summarized below.

Technical Component and Social Management and Gender Equity Plan		
PHASE	MINIMUM PHASE VALUE	MAXIMUM PHASE VALUE

Phase 1: Feasibility Study	\$449,272,044.00	\$499,191,160.00
Phase 2: Detailed Designs	\$761,456,898.00	\$ 846,063,220.00
<b>Total Estimated budget (Phase 1 + Phase 2)</b>	<b>\$1,210,728,942.00</b>	<b>\$1,345,254,380.00</b>

Legal and Financial Structuring Component		
PHASE	MINIMUM PHASE VALUE	MAXIMUM PHASE VALUE
Phase 1: Feasibility Study	\$188,840,025.00	\$209,822,250.00
Phase 2: Detailed Designs	\$248,454,198.00	\$276,060,220.00
<b>Total Estimated budget (Phase 1 + Phase 2)</b>	<b>\$437,294,223.00</b>	<b>\$485,882,470.00</b>

Contract Estimate Budget		
PHASE	MINIMUM PHASE VALUE	MAXIMUM PHASE VALUE
Phase 1: Feasibility Study	\$638,112,069.00	\$709,013,410.00
Phase 2: Detailed Designs	\$1,009,911,096.00	\$1,122,123,440.00
<b>Total Estimated budget (Phase 1 + Phase 2)</b>	<b>\$1,648,023,165.00</b>	<b>\$1,831,136,850.00</b>

In accordance with the foregoing, the Total Estimated Budget for the execution of the project is up to **ONE THOUSAND EIGHT HUNDRED AND THIRTY-ONE MILLION ONE HUNDRED AND THIRTY-SIX THOUSAND EIGHT HUNDRED AND FIFTY PESOS (\$1,831,136,850)** including transportation costs, expenses, taxes, fees and other contributions.

#### 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-0004 of the 4<sup>th</sup> of December 2018.

#### 1.6. TAXES

The resources provided within the framework of the Memorandum of Understanding (MOU) signed on the 23<sup>rd</sup> 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.

In addition, the bidder must take into account the costs of the insurance policies or bank guarantee, included in the WARRANTIES paragraph of these terms of reference and all other taxes generated by the entering into this contract.

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 general term of the contract is **TEN (10) MONTHS**, which corresponds to the sum of the individual periods of each of the phases. The deadlines shall be counted considering the start and termination documents of each one of the phases. Also, the general term of the contract will begin to be counted from the signing of the initiation document of Phase 1.

Deadlines have been determined according to the time required for each activity. The distribution of time periods described must be considered independently at when preparing the economic proposal.

During the time established between the completion of the Phase 1 term for each of the components and the subscription of the initiation document of Phase 2 for each of the components, the CONTRACTING PARTY shall not recognise any amount in addition to that established and effectively executed for each Phase in the present study.

THE PROJECT EXECUTION CONTRACTOR must subscribe an initiation document for each Phase. The documents of the PROJECT EXECUTION CONTRACT must be signed simultaneously with the initiation documents of the auditing contractor.

The terms for each phase are presented below:

Phase description	Execution time	Total term
Phase 1: Feasibility studies.	Three (3) months	<b>Ten (10) months</b>
Phase 2: Detailed designs	Seven (7) months *	

\* The execution time of Phase 2 is distributed as follows for each component:

<b>PHASE 2: DETAILED DESIGNS</b>	
<b>COMPONENT</b>	<b>EXECUTION TIME</b>
Technical Component and Social Management and Gender Equity Plan	Five (5) months
Legal and Financial Structuring Component	Seven (7) months

## SUBCHAPTER II SPECIFIC ASPECTS OF THE CONTRACT

### 2.1. DESCRIPTION OF THE CONTRACT OBJECT

FINDETER S.A., is interested in contracting the **"STUDIES OF THE ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS IMMERSSED IN THE MIROLINDO PICALENA WATER SANITATION PLAN OF THE MUNICIPALITY OF IBAGUE, INCLUDING THE FOLLOWING COMPONENTS TECHNICAL, LEGAL AND FINANCIAL AS WEEL AS THE GENDER EQUITY AND SOCIAL INCLUSION PROGRAM**

For the execution in two (2) phases subject to conditions, with activities, budgets and defined products.

Phase 1: Feasibility studies

Phase 2: Detailed Designs

#### 2.1.1. GENERAL OBLIGATIONS OF THE PROJECT EXECUTION CONTRACTOR

THE PROJECT EXECUTION CONTRACTOR, without prejudice to the other obligations arising from the Political Constitution of the Republic of Colombia, undertakes to fulfil all the obligations established or derived from the clauses of the CONTRACT, the specific obligations that correspond to the nature of the contract, those included in the project documents, those established in different sections of the terms of reference, which derive from the economic proposal of the Contractor, the special obligations 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 CONTRACT, according to the documents of the Private 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 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 CONTRACT.



6. To abide by the instructions that during the development of the CONTRACT are taught by the SUPERVISOR and to subscribe the document that in development of the 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 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 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 CONTRACT.
11. To supply and maintain during the execution of the CONTRACT and until its completion, the professional personnel offered for the execution of the contract. If the 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 CONTRACTOR will be responsible for the payment of salaries, social benefits and compensations of all the staff in charge of the implementation of the CONTRACT, with it being clear that no type of employment connection of the staff of the CONTRACTOR with the CONTRACTING PARTY exists.
12. To constitute the respective guarantees of the 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 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 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 opinion 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 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 CONTRACT.

19. To respond for any damage caused to property, to the staff it hires and to third parties in the execution of the 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 assume the additional value of the AUDITING CONTRACT when the time thereof is attributable to the CONTRACTOR. Said payment shall be made through an assignment of the rights of THE CONTRACTOR to the unpaid accounts or to be billed to the AUDITING CONTRACTOR.
22. To submit the reports, documents and in general all the deliverables of the CONTRACT, in accordance with the provisions established in the General Archive Law (Law 594 of 2000) and other concordant and complementary rules.
23. The others that by law, the Terms of Reference, and THE CONTRACT are appropriate or necessary for the fulfilment of the same.

## **2.2. PHASE 1: FEASIBILITY STUDIES**

The objective of the activities of this Phase is to make the selection of the most favourable alternative, based on technical, social, legal, environmental and economic criteria, generating benefits for women, girls and vulnerable communities, as well as the risks that may be associated with the conception and evaluation of the project. Considerations should be made on the social, environmental, technical, economic, legal, financial, institutional and other aspects that may affect the evaluation carried out and the continuity of the project's conception process.

In this Phase all the required studies and predesigns must be performed with a sufficient degree of detail that allows an evaluation of all the aspects of the project to be performed, to establish with a degree of acceptable certainty the benefits, profits, costs, economic, social and environmental indicators, in order to define whether or not the project is feasible, as well as whether or not to move onto the next Phase of the process, Phase 2-Detailed Designs.

The analysis of alternatives will be required, in order to compare and select technical alternatives that allow the optimization of costs and to adopt solutions adapted to the most recent practice of engineering, looking for systems and works that guarantee the efficient use of resources and a sustainable project in all aspects.

Within the development of Phase 1, THE PROJECT EXECUTION CONTRACTOR should analyse the different service alternatives by evaluating the existing infrastructure and its state, and visualizing which additional structures and networks should be designed and built subsequently, in order to ensure the optimal functioning of the sewage system, and the proper handling of wastewater. THE CONTRACTOR, in the development of the contract, will have to perform the technical and economic feasibility studies that conclude with the definition of location and the pre-sizing of the different alternatives.

The Contractor shall perform all the work considering the detailed scope set out in the document "Technical Annex of the Contract, the legal and financial annex and the gender equity annex", as follows:

### **2.2.1. BASIC STUDIES**

#### **a) Technical**

2.2.1.1. System diagnostics (corresponds to paragraph 1.1 of the Technical Annex)

2.2.1.2. Feasibility studies (corresponds to paragraph 1.2 of the Technical Annex), which includes:

- i. General conditions.
- ii. Field reconnaissance, property research.
- iii. Characteristics of the receiving sources.



- iv. Instrumentation for the planning, management and management of watersheds and aquifers.
- v. Geology, geomorphology, soils and geotechnics.
- vi. Photogrammetric studies, topographic and field work.
- vii. Bathymetry.
- viii. Characterization of wastewater.
- ix. Determination of sewer flow.
- x. Vulnerability and risk.
- xi. Hydraulic performance of the existing drainage system.
- xii. Pluvial and wastewater sewage system, manpower and construction materials availability.
- xiii. Socioeconomic and environmental studies. The first study involves the analysis of the specific situation of the vulnerable population and women, to promote gender equity and social inclusion.
- xiv. Permits, licenses, authorizations, property registration technical sheets.
- xv. Territorial reading component; community feedback reports, maps of stakeholders, outreach pieces, news reports; analysis of the situation of women in the framework of the project; monthly report; schedule activities within the framework of the Social Management and Gender Equity Plan.

**b) Legal and financial**

- i. Financial and legal due diligence (legal and financial structuring annex).
- ii. Evaluation of project implementation alternatives (Legal and financial structuring annex).

2.2.1.3. Formulation, analysis, comparison, selection of viable alternative projects (corresponds to paragraph 1.3 of the Technical Annex)

**2.2.2. SUBSCRIPTION OF THE PHASE 1 INITIATION DOCUMENT**

For the start of Phase 1 the PROJECT EXECUTION CONTRACTOR and the AUDITOR must subscribe the corresponding initiation document, which must contain, in addition to other items, the following:

1. Place and date of subscription of the document.
2. Name and complete identification of the participants.
3. Term.
4. Planned completion date of Phase 1.
5. Value of Phase 1.
6. Information of the PROJECT EXECUTION CONTRACTOR AND AUDITOR.

Within FIVE (5) days after the subscription of the contract, prior to the subscription of the Phase 1 Initiation Document, the AUDITOR will verify compliance, amongst others, with the following requirements:

- a. **Approval of the methodology and schedule of activities for Phase 1:** THE PROJECT EXECUTION CONTRACTOR shall submit a work plan and schedule of activities for the execution of the contract, which shall be reviewed and approved by the auditor and sent for the opinion of supervision prior to the signing of the Initiation Document of Phase 1. This is represented in a Gantt and PERT diagram, identifying activities associated with deliverables, duration, relationships of precedence between activities, and definition of the project's critical route and resource allocation, in which the following will be established: sequences, duration (start date and termination date), persons responsible, physical resources and method of follow up and monitoring of the programming. Under no circumstances will the proposed programming and methodology exceed the time period stipulated for Phase 1.
- b. Within the aforementioned period, the proposal for dissemination with the community and with local authorities must be submitted for approval of the AUDITOR.
- c. Submission of the staff of THE PROJECT EXECUTION CONTRACTOR for Phases 1 and 2 to the auditor. The AUDITOR shall verify and approve the compliance of the profiles required for the professionals defined in the

documents of the Private Call for the execution of Phases 1 and 2. It shall also verify the contracts of employment and/or the service-delivery contracts signed between the staff and THE PROJECT EXECUTION CONTRACTOR or the members of the plural bidder. It will also verify the supporting document of the up-to-date affiliation and payment of Social Security for all the proposed personnel. THE PROJECT EXECUTION CONTRACTOR will deliver, prior to the subscription of the Phase 1 Initiation Document, the supporting documents certifying the quality and experience of the professional staff required for Phases 1 and 2.

- d. Submit the detailed economic proposal of Phases 1 and 2 for review of the auditor where it is possible to verify the fulfilment of the conditions established in the documents of the Private Call.
- e. Guarantee approval: Present for approval the guarantees required for the execution of Phase 1. THE AUDITOR shall revise that the protections corresponding to the guarantees of Phase 1 correspond to the requirements of the contract and the terms of reference for the purposes of their submission and approval by the CONTRACTING PARTY.
- f. Sign the letter of commitment on the incorporation of the gender equity and social inclusion approach in the development of the project.

### **2.2.3. PHASE 1 PRODUCTS**

THE PROJECT EXECUTION CONTRACTOR shall advance all the necessary activities for the execution of this phase of the contract, including the delivery of the required products as a result of Phase 1. The products to be delivered will be the reports containing the results of each of the activities indicated in the documents referred to as the "Technical Annex of the Contract, the legal and financial annex and the Social Management and Gender Equity Plan", which include deliverables related to the technical, legal and financial components, as well as the activities contained in the annex of the social management and gender equity plan.

In the reports THE PROJECT EXECUTION CONTRACTOR should refer to, at the end of said reports, the bibliography used, citing the possible sources of consultation. Likewise, it must deliver the reports adjusted to the work schedule previously approved by the auditor, where the progress of proposed goals and objectives is verified and that serve as support for the agreed payments and for the verification of compliance with the deadlines for the implementation of the project in its first Phase. Similarly, the reports must be signed by those responsible for the creation and approval of both PROJECT EXECUTION CONTRACT or and the auditor.

The feasibility report of the project must contain at least:

#### **2.2.3.1. SUMMARY**

The main report should be preceded by a summary of 3 or 4 pages where the most relevant aspects and conclusions are cited. It will mainly refer to the project's relationship with the plans and policies that give rise to the project, its location, limits, existing infrastructure, communication routes, climate (temperature, relative humidity, precipitation, evaporation, etc.), the main alternatives studied, foreseen environmental impacts, main components, deadlines, costs, organization, benefits; economic, financial and legal results, and the main lines of action, as well as the main results of the social diagnosis, especially related to the vulnerable population and gender; all this with the same sequence of the main report and according to the order indicated below. The summary will be accompanied by scale plans that contain the components of the project, with appropriate colours or conventions and illustrative condensed tables.

#### **2.2.3.2. CHAPTERS MAIN REPORT**

The Chapters of the Main Report will refer to the Annexes in relation to the most important issues:

Chapter 1 - INTRODUCTION  
Chapter 2 - BACKGROUND

- Chapter 3 - CONCEPTION OF THE PROJECT
- Chapter 4 - THE PROJECT AREA
- Chapter 5 - SOCIAL AND ORGANIZATIONAL STUDIES: SOCIAL MANAGEMENT AND GENDER EQUITY PLAN
- Chapter 6 - TECHNICAL AND ALTERNATIVE STUDIES
- Chapter 7 - PROJECT DESIGN CONSIDERATIONS
- Chapter 8 - THE PROJECT
- Chapter 9 - ENVIRONMENTAL ASSESSMENT AND RISKS
- Chapter 10 - EVALUATION AND MANAGEMENT OF PROPERTY
- Chapter 11 - ORGANIZATION AND ADMINISTRATION
- Chapter 12 - MARKETS; BUDGETS; FINANCIAL, LEGAL AND PRICING ANALYSIS
- Chapter 13 - FINANCIAL AND LEGAL DUE DILIGENCE
- Chapter 14 - EVALUATION OF PROJECT IMPLEMENTATION ALTERNATIVES
- Chapter 15 - BUDGETS AND UNIT PRICE ANALYSIS
- Chapter 16 - BENEFITS AND JUSTIFICATION
- Chapter 17 - PENDING MATTERS

### **2.2.3.3. ANNEXES**

The annexes must clearly record all the analyses carried out, the methodologies used, and the results obtained, since these will be the starting point for the next Phase 2. Detailed designs.

The minimum annexes envisaged shall be those described below, which may be integrated into several volumes depending on the extent of the topics covered. Each annex will be preceded by a summary of the contents of the same, which are: topography, bathymetry, geotechnics, climatology, hydrology, register of networks and users, water table levels, socioeconomic aspects, Social Management and Gender Equity Plan, environmental aspects, land register situation, current situation of engineering, markets and prices, diagnosis of the system and the current situation, analysis and evaluation of alternatives; economic, financial and legal evaluation of the project, financial and legal due diligence and the evaluation of the alternatives of implementation of the project.

### **2.2.4. SOCIAL MANAGEMENT AND GENDER EQUITY PLAN**

THE PROJECT EXECUTION CONTRACTOR shall take into account the guidelines defined in the Private Call documents for the approach and implementation of its Social Management and Gender Equity Plan for this stage, as set out in the annex: Guidelines of the Social Management and Gender Equity Plan.

### **2.2.5. PHASE 1 TERMINATION DOCUMENT**

At the end of the period stipulated for Phase 1, counted from the subscription of its corresponding Initiation Document, THE PROJECT EXECUTION CONTRACTOR will deliver to the AUDITOR the report containing the products of this Phase, and the Phase 1 Termination Document.

THE AUDITOR will issue an initial opinion on the verification of compliance with the requirements and contents of the report within TEN (10) BUSINESS DAYS following the receipt of the reports.

In case THE AUDITOR finds that adjustments or clarifications must be made to the report, in order to obtain the fulfilment of the requirements and contents thereof, it must request them in writing to the PROJECT EXECUTION CONTRACTOR within the same term.

It is understood, in any case, that the process of creation of the report product of Phase 1 was the subject of constant verification, follow-up and support, both in the field and in the Office, by THE AUDITOR, throughout the development of this Phase.

The adjustments or clarifications required by the report shall be made by THE PROJECT EXECUTION CONTRACTOR within TEN (10) BUSINESS DAYS following the communication of the Auditor indicating such situation.

Once the adjustments have been received, the auditor will have FIVE (5) BUSINESS DAYS for review. In the event that the observations made by THE AUDITOR in its initial review report persist, THE PROJECT EXECUTION CONTRACTOR may be subject to charges for alleged non-compliance.

Once the product report of Phase 1 is adjusted to the specified requirements and content, THE AUDITOR shall submit to the CONTRACTING PARTY within FIVE (5) BUSINESS DAYS following the receipt of the product, the respective report in which it states its acceptance of the same and records its opinion, according to paragraph corresponding to the sections corresponding to the OPINION OF THE AUDITOR.

#### **2.2.6. OPINION OF THE AUDITOR**

The Phase 1 product acceptance report adjusted by the PROJECT EXECUTION CONTRACTOR shall include the opinion of THE AUDITOR, adopting one of the following alternatives:

##### **I. FAVOURABLE OPINION**

THE AUDITOR should issue a favourable opinion if as a result of the analysis of the Phase 1 report structured by THE PROJECT EXECUTION CONTRACTOR and the verifications carried out in compliance with its obligations, considers that the project is feasible from a technical, social and gender equity, environmental, economic, legal and financial standpoint.

In any case, the beginning of Phase 2 of the PROJECT EXECUTION CONTRACT and of the AUDITOR, will only be understood to have been formalized with the subscription of the corresponding initiation document for that Phase, by THE AUDITOR and THE PROJECT EXECUTION CONTRACTOR, so that the parties understand that the favourable opinion of THE AUDITOR does not oblige the execution of the next phase of the PROJECT EXECUTION CONTRACT and of THE AUDITOR PROCESS, and as such the decision to continue towards Phase 2 is contingent on the pronouncement by the TECHNICAL COMMITTEE; on the occurrence, or non-occurrence, of one or more of the specific conditions agreed in the contract.

##### **II. DIAGNOSTIC OPINION OF THE IMPOSSIBILITY OF EXECUTION:**

The auditor should give their opinion on the elements established by THE PROJECT EXECUTION CONTRACTOR in its Final Report of Phase 1, which impede the implementation of the project in Phase 2, valuing at least the occurrence of the following aspects, which are in turn constituted in specific conditions of the contract:

a. **NON-VIABILITY opinion:** This occurs when in the final report of Phase 1. *Feasibility Study*, the Contractor, with the approval of THE AUDITOR, indicates that no viable alternative was obtained from a technical, social, environmental and legal standpoint, that is economically and financially favourable.

b. **Community opposed:** This occurs when it is concluded that there is a community opposition to the implementation of the project, even if said circumstance has not been evidenced in the product report of Phase 1. Such opposition from the community must be sufficiently supported to make it impossible to complete or partially implement the project, so that a viable solution cannot be adopted.

c. **Population relocation:** This occurs when in confrontation with the conditions of execution or modification of the project, it is noticed that the execution requires the relocation of population.

d. **Obtaining licenses or permissions:** Occurs when it is not possible to obtain all of the permits or licenses, if required, for the execution of the feasibility study and detailed designs, according to the needs identified in Phase 1.

**Note 1:** If one or more of the specific conditions described above are met then the rights and obligations of the PROJECT EXECUTION CONTRACT will be extinguished under the terms of article 1536 of the Civil Code and therefore the aforementioned contract shall enter the liquidation stage, without any economic recognition other than the value of Phase 1 of PROJECT EXECUTION CONTRACT in favour of the executing contractor.

Once the Phase 1 has been completed and accepted, the beginning of Phase 2 will be subject to a resolute condition depending on the analysis made by the TECHNICAL COMMITTEE, as described in this chapter.

#### **2.2.7. ACTIVITIES PRIOR TO THE PRONOUNCEMENT OF THE TECHNICAL COMMITTEE:**

Having received the opinion of THE AUDITOR indicated in the OPINION OF THE AUDITOR paragraph, THE CONTRACTING PARTY, through the Supervisor, has FIVE (5) BUSINESS DAYS to refer to the Territorial Entity and the British Embassy the results obtained in Phase 1 for its review. The CONTRACTING PARTY shall accompany said communication with the following documents:

- a) Report and supporting documents of Phase 1 of the PROJECT EXECUTION CONTRACT presented by PROJECT EXECUTION CONTRACTOR.
- b) Phase 1 Termination Document of the PROJECT EXECUTION CONTRACT.
- c) The auditor's opinion of the preceding paragraph.

THE BRITISH EMBASSY and the CONTRACTING PARTY through the supervision, shall have FIFTEEN (15) BUSINESS DAYS, counted from the receipt of the aforementioned documents, to revise the information product of Phase 1, and to issue their opinion.

In this same period, the TERRITORIAL ENTITY must present its observations about the referred product.

In the event that, in accordance with this opinion and the observations submitted by the Territorial Entity, there are observations or adjustments that are required for the products of Phase 1, THE PROJECT EXECUTION CONTRACTOR and THE AUDITOR shall have a maximum period of TEN (10) BUSINESS DAYS to adjust and revise the products observed jointly, and to submit to the contractors the final version of the document. If the previous period expires and observations persist, the procedure may be initiated to declare THE PROJECT EXECUTION CONTRACTOR non-compliant.

Within FIVE (5) BUSINESS DAYS following the receipt of the adjusted products, the contractor and the embassy shall review that they have been adjusted and determine the applicability of the TECHNICAL COMMITTEE for its opinion.

#### **2.2.8. TECHNICAL COMMITTEE STATEMENT**

After the fulfilment of the activities envisaged in the preceding paragraph, the technical committee will be held, where the feasibility of executing Phase 2 will be defined or it will be defined if any or several of the specific conditions already referred to, verifying the appropriate elements and considered necessary to give viability or not to the implementation of Phase 2.

Once the product of Phase 1 has been accepted by the TECHNICAL COMMITTEE, the Final Receipt Document shall be signed.

#### **2.2.9. DECISION OF THE CONTRACTING PARTY ABOUT THE DECISION OF THE TECHNICAL COMMITTEE**

The CONTRACTING PARTY shall have FIVE (5) BUSINESS DAYS to analyse the final report of Phase 1 presented by the PROJECT EXECUTION CONTRACTOR, the OPINION OF THE AUDITOR, and the DECISION OF THE TECHNICAL COMMITTEE.

If one or more of the specific conditions described above are met then the rights and obligations of the PROJECT EXECUTION CONTRACT will be extinguished under the terms of article 1536 of the Civil Code and therefore the

forementioned contract shall enter the liquidation stage, without any economic recognition other than the value of Phase 1 of PROJECT EXECUTION CONTRACT in favour of the executing contractor.

#### **2.2.10. CONSEQUENCES OF THE DECISION OF THE CONTRACTING AUTHORITIES ON THE OCCURRENCE OR NOT OF THE SPECIFIC CONDITIONS.**

According to the decision of the CONTRACTING PARTY, the procedure shall be as follows:

##### **I. DECISION OF THE OCCURRENCE OF ONE OR MORE OF THE SPECIFIC CONDITIONS**

If, from the analyses carried out by the CONTRACTING PARTY, it is concluded that one or more of the resolving conditions has occurred, the CONTRACT shall be deemed to have been resolved, and the CONTRACTING PARTY will send the corresponding Termination Document to the PROJECT EXECUTION CONTRACTOR, in accordance with the procedure established for these purposes in the contract.

##### **II. DECISION OF THE NON-OCCURRENCE OF THE SPECIFIC CONDITIONS**

If from the analyses carried out by the CONTRACTING PARTY, it is concluded that none of the specific conditions have occurred, the PROJECT EXECUTION CONTRACTOR shall report said situation to the executor of the project, proceeding to the subscription of the Initiation Document of Phase 2, according to the provisions of the contract.

#### **2.2.11. SPECIFIC OBLIGATIONS OF THE PROJECT EXECUTION CONTRACTOR IN THE PHASE 1 – FEASIBILITY STUDY**

- a. To sign the Initiation Document of Phase 1 and to update the guarantees as appropriate for the approval of the CONTRACTING PARTY.
- b. To carry out, in compliance with the social management and gender equity plan, or when the CONTRACTING PARTY considers it pertinent, dissemination meetings with the community and the local authorities, guaranteeing a certain level of representativeness and participation of the Community organizations, vulnerable population and women.
- c. To deliver to THE AUDITOR monthly reports in which it shows the progress achieved in the corresponding period, in relation to the activities indicated for the present Phase in relation to the scope defined for its execution. The monthly reports shall be delivered within five business days following the termination of the period under review, without prejudice to the submission of the progress reports of the Phase according to the project schedule and the products to be delivered.
- d. The creation and preparation of all the technical support information for obtaining permits and/or licenses and environmental authorisations that require approval before the environmental authority and other authorities in general, applicable to the execution of the project, shall also be part of the contractor's obligations under development of Phase 1 of the contract.
- e. To adjust and present the Final report of this Phase within the terms established for this, in accordance with the observations submitted by THE AUDITOR and/or the CONTRACTING PARTY and/or the TECHNICAL COMMITTEE. This Final report shall demonstrate compliance with each and every one of the activities referred to in the scope of the Phase and shall be approved by THE AUDITOR and the CONTRACTING PARTY. This report must possess and present characteristics and properties of a consistent, coordinated and homogeneous work between the different disciplines that intervene therein and as such must be conceived and executed.
- f. To advance the activities necessary to comply with the object of the Phase. To do so, a work plan and schedule of activities for the execution of the contract must be submitted, which will be reviewed and approved by THE AUDITOR prior to the signing of the start of Phase 1 act. This is represented in a Gantt and PERT diagram, identifying activities

associated with deliverables, duration, relationships of precedence between activities, and definition of the project's critical path and resource allocation.

- g. For the execution of the contract in phases I and II, the contractor must meet the requirements of having a female quota of at least 30% of the executing team of the project.
- h. In order to be able to sign the respective Initiation Document, the PROJECT EXECUTION CONTRACTOR must submit for the approval of the contracting entity, the methodology to be followed in the execution of the activities of each one of the phases, where the human, physical, technological and financial resources are defined to be used in the development of the Project, including the social management and gender equity plan. The non-presentation of the methodology enables the contracting and/or the auditor to not authorize the execution of the works. However, the delay in the delivery of this document may not be considered as an element for requesting an extension within the period of execution of the contract.
- i. To create all the technical, legal, environmental, social and economic documentation required for the execution of the project.
- j. Maintain the staff offered for this PHASE, which was approved prior to the signing of the Contract Initiation Act.
- k. Ensure the calibration of topography equipment and other equipment to be used in the CONTRACT.
- l. Ensure compliance with current regulations according to the Type of project to be executed.
- m. Submit weekly reports (the first weekday of the week) and month expired (within the first five (5) calendar days of the following month) to the auditor where the most relevant aspects of the activities developed in each of the time periods is evidenced.
- n. To implement special reaction plans, with effective actions to resolve and overcome situations that hinder the execution of this Phase or that represent management risks.
- o. Ensure compliance with applicable environmental regulations for the project or in the acts or pronouncements issued by the competent environmental authority.
- p. To adjust the products of this Phase, within the terms set forth therein, in accordance with the observations submitted by THE AUDITOR and/or the CONTRACTING PARTY and/or the TECHNICAL COMMITTEE.
- q. Present all the information required by THE AUDITOR and/or the designated supervisor for this purpose.
- r. Submit a final report of the implementation of Phase 1, which must contain the products established in the scope of Phase 1.
- s. To prepare and present to the CONTRACTING PARTY in conjunction with THE AUDITOR, the termination and final receipt documents of Phase 1.
- t. Prepare the due diligence legal and financial report.
- u. Evaluation of project implementation alternatives.
- v. All that apply to ensure the execution of Phase 1.

#### 2.2.12. PHASE 1 DURATION

For the implementation of Phase 1, the execution time will be THREE (03) MONTHS, counted from the subscription of the Initiation Document.

#### 2.2.13. PHASE 1 VALUE AND PAYMENT METHOD

The value of the estimated budget for Phase 1 of the contract, includes salaries of personnel required for the performance of the work, affected by the multiplier factor, administrative expenses (main office lease, furniture, stationery, plotting of plans, public services, copies, photographs, air displacement, land displacement, lodging, laboratory tests, topography equipment, special equipment, among other costs), and other taxes that are caused by entering into the execution and liquidation thereof.

The multiplier factor applies only to salaries, including Sundays and public holidays pay, and items that have effects on social benefits.

In the multiplier factor methodology, a detailed description is made of the various components of the multiplier factor and guidelines are given for its quantification, the CONTRACTING PARTY has estimated a minimum multiplier factor of **217%** which is applied to the costs of the staff required for the implementation of the technical component and structuring of the social management and gender equity plan and **209%** which is applied to the costs of the personnel required for the execution of the Legal and Financial component included in Phase 1 of the contract.

In any case the estimated budget for the feasibility study Phase, corresponds to a value that is determined according to the need for personnel, time and activities for the implementation of the Phase, which ensures the execution of all products of this Phase.

NOTE 1: If, in developing the feasibility study for the project, there is a change in the scope of this Phase or under the conditions established for the creation and delivery of each product, the contracting party shall have the power to request an adjustment of the time commitments and other conditions required, through THE AUDITOR, to execute the CONTRACT, based on the conditions established within the economic offer of the CONTRACTOR, attaching the appropriate technical and/or legal support for such changes

NOTE 2: The value of the estimated budget does not include VAT tax as in accordance with Article 96 of law 788 of 2002 regulated by decree 540 of 2004, the funds or resources in money originated in aid or donations destined for programs of common utility in Colombia, from entities or governments of countries with which there are intergovernmental agreements or agreements with the Colombian Government, will be exempt from taxes, charges, or national contributions, which could affect the import and expense or investment; contracts that must be entered into for the accomplishment of the works or projects of common utility, as well as the acquisition of goods and/or services and the transactions that are made directly with the money from the resources of the aid or donation, for the same purpose, are also exempt from the payment of taxes, fees or national contributions.

For the purposes of the exemption, the requirements and budgets established in Decree 540 of 2004 shall be complied with.

The method for determining the value of Phase 1 is by **FIXED GLOBAL PRICE WITHOUT ADJUSTMENT FORMULA**. As a result, this value includes the creation and delivery of all the required products, all expenses, whether direct and indirect, arising from the entering into, execution and settlement of the contract. Therefore, the agreed value includes, amongst others, the costs of administration, salaries, social benefits and workers' compensations, salary increases and performance bonuses; transportation, housing and food and drink of the minimum working team of the PROJECT EXECUTION CONTRACTOR; displacement, transport and all kinds of necessary equipment; Fees and contracts in activities related to the implementation of PHASE 1; software use licenses; all taxes arising from the entering into, execution and settlement of the contract; applicable deductions; the remuneration for the PROJECT EXECUTION CONTRACTOR or, unforeseen expenses and in general, all costs incurred by THE PROJECT EXECUTION CONTRACTOR for the full implementation of

the contract and the delivery of the required products. The CONTRACTING PARTY shall not recognise, therefore, any readjustment made by the PROJECT EXECUTION CONTRACTOR in relation to the costs, expenses or additional activities required for the execution of these phases and which were foreseeable at the time of the presentation of the offer.

For the execution of Phase 1 of the contract, the following items are established from the structuring and presentation of the economic proposal:

- Professional profile – General and specific experience.
- Professionals required for the development of the activity.
- Resources and inputs required for the development of the activity
- Time commitment and duration of staff activities
- Wages
- Multiplier Factor

Therefore, the agreed value includes, amongst others, the costs of administration, displacement, transport, storage of materials, tools and all kinds of necessary equipment, as well as their supervision, which means, all the costs THE PROJECT EXECUTION CONTRACTOR must incur for the full implementation of Phase 1 execution. The CONTRACTING PARTY shall not recognise, therefore, any readjustment made by the PROJECT EXECUTION CONTRACTOR in relation to the costs, expenses or activities that it deems necessary for the execution of the contract and which were foreseeable at the time of the presentation of the offer.

THE PROJECT EXECUTION CONTRACTOR is obliged to execute all the activities and services that are necessary for the execution of Phase 1, according to the needs and deliverables established in the documents of the Private Call.

The CONTRACTOR will pay THE PROJECT EXECUTION CONTRACTOR the value of Phase 1 as follows:

- a. A payment equivalent to thirty percent (30%) of the value contracted for Phase 1, once the approval opinion is delivered and issued by THE AUDITOR and the agreement of the Contracting Party, of the report containing the requested items in subparagraph: 1.1. DIAGNOSIS OF THE SYSTEM (corresponds to paragraph 1.1. of the Technical Annex) and the report of legal and financial due diligence corresponding to paragraph 2.2 of the Legal and Financial Annex.
- b. A payment equal to forty percent (40%) of the value contracted for Phase 1, once the approval opinion is delivered and issued by THE AUDITOR and the agreement of the Contracting Party, of the report containing the requested items in subparagraph (1.2). FEASIBILITY STUDIES (corresponds to paragraph 1.2 of the Technical Annex) and the Evaluation of project implementation alternatives corresponding to paragraph 2.3 of the Legal and Financial Annex.
- c. A payment equivalent to thirty percent (30%) of the value contracted for Phase 1, once the approval opinion is delivered and issued by THE AUDITOR and the agreement of the Contracting Party, of the report containing the requested items in subparagraph: 1.3 FORMULATION, ANALYSIS, COMPARISON SELECTION OF VIABLE ALTERNATIVES OF PROJECTS (corresponds to paragraph 1.3 of the Technical Annex).

For Phase 1 payments, THE PROJECT EXECUTION CONTRACTOR shall certify that it is up to date in the payment of payroll contributions relating to the Integral Social security system as appropriate, of all personnel directly linked to the execution of Phase 1, including independent staff providing their services for the implementation of Phase 1. In the same way, it shall present documents showing that they have complied with their obligations for the payment of salaries of all personnel directly linked to the execution of the Phase, as well as of the independent personnel and suppliers who provide their services and/or supplies for the execution of the same.

For each of these payments, a ten percent (10%) guarantee withholding will be made, which will be returned to THE PROJECT EXECUTION CONTRACTOR once the Contract Liquidation Document is signed by all parties.

### 2.3. PHASE 2: DETAILED DESIGNS

Within this Phase, THE PROJECT EXECUTION CONTRACTOR will have to create the detailed designs of all the works that will form the project, based on the Predesigned works prepared for the selected alternative of the feasibility study in Phase 1. The scope of the designs must be sufficient to create the construction plans which, together with the technical specifications and other design documents such as logs and reports, will allow the execution of the works without requiring information or details, except in the case of equipment and special electromechanical elements of specific characteristics, in which the detail drawings must be supplied by the manufacturer of such equipment or elements.

THE PROJECT EXECUTION CONTRACTOR will review the location of the predesigned works in the feasibility study and relocate them, if necessary, by modifications in their sizing or alignment. All complementary investigations that are indispensable will be carried out, particularly in topography, geotechnics, (including deep drilling if necessary), sedimentology, seismic and other relevant aspects.

The construction plans must be complete and easy to interpret, and include exploded drawings of (concrete) reinforcement and construction details and the definition of all the elements and equipment incorporated therein, such as floodgates, elevated steps, inspection chambers, etc. In addition, the plans must include plants, frontal views, sides and cross sections, which allow the precise determination of the characteristics of each individual structure or typical structures and will be accompanied by a summary table with the class, location, level measurement, summary description and main dimensions of each.

All plans will be 0.70 m by 1.00 m, delivered in physical and digital media, in DWG formats.

In addition to the detailed drawings of each work and structure, there will be general location plans of the project (MAGNA-SIRGAS Reference system) and the location of each one of the systems and each work, an index of plans, the sources of materials and its plan of use and reuse, the location of topographic references, shafts and other general plans that are necessary.

The drawings and the information produced in the stage of the detailed designs must be sufficient to advance the processes and for the construction of the works and for the acquisition and assembly of the equipment. In the case of equipment with special design, the installation details and the complementary structures related thereto shall only be completed when the respective manufacturer has been selected and supplied with the corresponding specifications.

The plans of the zones to be acquired for the construction of the works, which must be drawn based on accurate planimetric surveys, must be sufficient for all the procedures that are required for the imposition of easements, application of permits and acquisition of land.

Economic indicators of the current state of the city's sanitation situation (without the project) will be defined and quantified, and a dynamic database will be created and/or added to.

Thus, THE PROJECT EXECUTION CONTRACTOR will have to advance all the detailed designs of the works for the alternative selected in Phase 1. Feasibility study, considering the detailed scope established in the printed version of the document "Technical Annex of the Contract", as follows:

#### 2.3.1. DETAIL DESIGN (corresponds to paragraph 2 of the Technical Annex)

2.3.1.1 Design Criteria (corresponds to paragraph 2.1 of the Technical Annex)

2.3.1.2. Definition and location of each project component to be designed (corresponds to paragraph 2.2 of the Technical Annex)

2.3.1.3. Selection of alternatives (corresponds to paragraph 2.3 of the Technical Annex)

2.3.1.4. Topography (corresponds to paragraph 2.4 of the Technical Annex)

2.3.1.5. Geometric design and interference analysis (corresponds to paragraph 2.5 of the Technical Annex)

2.3.1.6. Hydraulic design (corresponds to paragraph 2.6 of the Technical Annex)

- 2.3.1.7. Geology, soil research and geotechnics (corresponds to paragraph 2.7 of the Technical Annex)
- 2.3.1.8. Structural design (corresponds to paragraph 2.8 of the Technical Annex)
- 2.3.1.9. Design of complementary works (corresponds to paragraph 2.9 of the Technical Annex)
- 2.3.1.10. Property management (corresponds to paragraph 2.10 of the Technical Annex)
- 2.3.1.11. DEFINITION OF THE CONSTRUCTION TECHNICAL SPECIFICATIONS (corresponds to paragraph 2.11 of the Technical Annex)
- 2.3.1.12. Determination of the budget and work schedules (corresponds to paragraph 2.12 of the Technical Annex)
- 2.3.1.13. Other studies and designs (corresponds to paragraph 2.13 of the Technical Annex)
- 2.3.1.14. Results (corresponds to paragraph 2.14 of the Technical Annex)
- 2.3.1.15. Financial and legal structuring (development of the transaction scheme, financial model, risk analysis, documents for the legal feasibility of the project and complementary documents)
- 2.3.1.16. Advice and support in the processes of selection and contracting of the processes that are defined (including the respective audits).

### **2.3.2. SUBSCRIPTION OF THE PHASE 2 INITIATION DOCUMENT**

The Phase 2 initiation document shall contain, amongst other aspects, the following:

1. Place and date of subscription of the document.
2. Name and complete identification of the participants.
3. Term.
4. Planned completion date of Phase 2.
5. Value.
6. Information of the PROJECT EXECUTION CONTRACTOR and AUDITOR.

For the start of Phase 1 the PROJECT EXECUTION CONTRACTOR and the AUDITOR must subscribe the corresponding initiation document, prior compliance with the following requirements:

- a. Approval of the methodology and schedule of activities for Phase 2: THE PROJECT EXECUTION CONTRACTOR shall submit a work plan and schedule of activities for the execution of the contract, which shall be reviewed and approved by the auditor and sent for the opinion of supervision prior to the signing of the Initiation Document of Phase 2. This is represented in a Gantt and PERT diagram, identifying activities associated with deliverables, duration, relationships of precedence between activities, and definition of the project's critical route and resource allocation, in which the following will be established: sequences, duration (start date and termination date), persons responsible, physical resources and method of follow up and monitoring of the programming. Under no circumstances will the proposed programming and methodology exceed the time period stipulated for Phase 2.
- b. Within the aforementioned period, the proposal for dissemination with the community and with local authorities must be submitted for approval of the AUDITOR.
- c. Guarantee approval: Present for approval the guarantees required for the execution of Phase 2. THE AUDITOR shall revise that the protections corresponding to the guarantees of Phase 2 correspond to the requirements of the contract and the terms of reference for the purposes of their submission and approval by the CONTRACTING PARTY.

Note: The PROJECT EXECUTION CONTRACTOR shall have all necessary and sufficient physical and human resources to ensure compliance with its obligations for Phase 2, but not limited to the minimum staff described in the terms of reference, And without this generating a greater value for the contracting.

### **2.3.3. SOCIAL MANAGEMENT AND GENDER EQUITY PLAN**

THE PROJECT EXECUTION CONTRACTOR shall consider the guidelines defined in the Private Call documents for the proposal and implementation of its Social Management and Gender Equity Plan for this stage, as set out in the annex: Guidelines of the Social Management and Gender Equity Plan, whose products of Phase 2 are:

- Component of respect, protection and promotion of the environment and culture.
- Communication and dissemination component.
- Gender Action Plan component.
- Monitoring, follow-up and evaluation component.
- Gender component and inclusion with strong involvement with communities

#### **2.3.4. PHASE 2 PRODUCTS.**

The PROJECT EXECUTION CONTRACTOR must present the results of the studies and designs in a design report to the auditor. The design report should be accompanied by an executive report, which will be a summary of the main technical, social and gender equity, environmental, legal and economic aspects of the project so that a clear and concise idea of the most important aspects of the project can be obtained.

The PROJECT EXECUTION CONTRACTOR shall advance all the activities necessary for the execution of this Phase of the contract, including delivery of the products required as a result of Phase 2, the products to be delivered shall be the reports containing the result of each of the activities indicated in paragraph 2.2 of this document and which correspond to the provisions of paragraph 2 of the document called "*Technical Annex of the Contract, Legal and Financial Annex and Social Management and Gender Equity Plan*". According to the provisions of the aforementioned Annex, the PROJECT EXECUTION CONTRACTOR shall also provide all the products indicated and associated with the activities requested therein.

The Detailed Design Report of the project must contain at least:

Chapter 1-INTRODUCTION

Chapter 2-SOCIAL AND ORGANIZATIONAL ASPECTS

Chapter 3-INTEGRAL MANAGEMENT

Chapter 4-HYDRAULIC, GEOTECHNICAL AND STRUCTURAL DESIGNS

Chapter 5-ENVIRONMENTAL IMPACT STUDY

Chapter 6-PROJECT BUDGET AND SCHEDULING

Chapter 7-DOCUMENTS FOR THE CONTRACTING OF WORKS

Chapter 8-ACQUISITIONS, LICENSES, PLOTS, EASEMENTS AND PERMITS

Chapter 9-OPERATION AND MAINTENANCE MANUAL

Chapter 10-ECONOMIC AND FINANCIAL EVALUATION

Chapter 11-LEGAL AND FINANCIAL STRUCTURING

Chapter 12-SUPPORT SCHEDULE IN THE BIDDING PROCESS OF THE PROJECT WORK AND AUDITING AS WELL AS THE DELIVERY OF THE DRAFT DOCUMENTS OF THE PROCESS (SPECIFICATIONS, TECHNICAL ANNEXES, PREVIOUS STUDY AND CONTRACT)

#### **2.3.5. PHASE 2 TERMINATION DOCUMENT**

At the end of the last period stipulated for Phase 2, counted from the subscription of its corresponding Initiation Document, the PROJECT EXECUTION CONTRACTOR will deliver to the AUDITOR the report containing the products of this Phase, and the Phase 2 Termination Document.

The audit will issue an initial opinion on the verification of compliance with the requirements and contents of the report within TEN (10) BUSINESS DAYS following the receipt of the reports.

In case THE AUDITOR finds that adjustments or clarifications must be made on the report, in order to obtain the fulfilment of the requirements and contents thereof, it must request them in writing to the PROJECT EXECUTION CONTRACTOR within the same term. It is understood, in any case, that the process of creation of the report product of Phase 2 was the subject of constant verification, follow-up and support, both in the field and in the Office, by THE AUDITOR, throughout the development of this Phase.

The adjustments or clarifications required by the report shall be made by THE PROJECT EXECUTION CONTRACTOR within TEN (10) BUSINESS DAYS following the communication of THE AUDITOR indicating such situation.

Once the adjustments have been received, THE AUDITOR will have FIVE (5) BUSINESS DAYS for review. In the event that the observations made by THE AUDITOR in its initial review report persist, THE PROJECT EXECUTION CONTRACTOR may be subject to charges for alleged non-compliance.

Once the product report of Phase 2 is adjusted to the specified requirements and content, THE AUDITOR shall submit to the CONTRACTING PARTY, within FIVE (5) BUSINESS DAYS following the receipt of the product, the respective report in which it states the acceptance of the same.

### **2.3.6. PRONOUNCEMENT ABOUT THE PRODUCT APPROVAL**

Having received the opinion of the Auditor of PHASE 2, THE CONTRACTING PARTY through the Supervisor, has FIVE (5) BUSINESS DAYS to refer to the Territorial Entity and the British Embassy, the results obtained in Phase 2 for review. The CONTRACTING PARTY shall accompany such communication with the following documents:

- Report and supporting documents of Phase 2 of the PROJECT EXECUTION CONTRACT presented by PROJECT EXECUTION CONTRACTOR.
- Phase 2 Termination Document of the PROJECT EXECUTION CONTRACT.

THE BRITISH EMBASSY and the CONTRACTING PARTY through the supervision, shall have FIFTEEN (15) BUSINESS DAYS, counted from the receipt of the aforementioned documents, to revise the information product of Phase 2, and to issue their opinion.

In this same period, the TERRITORIAL ENTITY must present its observations about the referred product.

In the event that, in accordance with this opinion and the observations submitted by the Territorial Entity, there are observations or adjustments that are required for the products of Phase 2, THE PROJECT EXECUTION CONTRACTOR and THE AUDITOR shall have a maximum period of TEN (10) BUSINESS DAYS to adjust and revise the products observed jointly, and to submit to the contractors the final version of the document. If the previous period expires and observations persist, the procedure may be initiated to declare THE PROJECT EXECUTION CONTRACTOR non-compliant.

Within FIVE (5) BUSINESS DAYS following the receipt of the adjusted products, the contractor and the embassy shall review that they have been adjusted and determine the applicability of the TECHNICAL COMMITTEE for its opinion.

### **2.3.7. TECHNICAL COMMITTEE STATEMENT**

After the fulfilment of the activities envisaged in the preceding paragraph, the technical committee will be held, where the acceptance or not of the products of the Phase 2 will be defined, verifying the corresponding elements and those considered necessary to accept the Phase 2 products.

Once the product of Phase 2 has been accepted by the TECHNICAL COMMITTEE, the Final Receipt Document shall be signed and the contract liquidation procedure will begin.

### **2.3.8. SPECIFIC OBLIGATIONS OF THE PROJECT EXECUTION CONTRACTOR IN PHASE 2**

a. To sign the commencement Act of Phase 2 and to update the guarantees as appropriate for the approval of the CONTRACTING PARTY.

- b. To advance the activities necessary to implement the scope of Phase 2. To do so, a work plan and schedule of activities for the execution of the contract must be submitted, which will be reviewed and approved by THE AUDITOR prior to the subscription of the Initiation Document of Phase 2. This is represented in a Gantt and PERT diagram, identifying activities associated with deliverables, duration, relationships of precedence between activities, and definition of the project's critical path and resource allocation.
- c. To submit for the approval of the contracting entity, the methodology to be followed in the execution of the activities of the project, where the human, physical, technological and financial resources to be used in the development of the project are defined. The non-presentation of the methodology enables the contracting party and/or the auditor to not authorize the execution of the work. However, the delay in the delivery of this document may not be taken into account as an element for requesting an extension within the period of execution of the contract.
- d. Deliver the products in accordance with the scope of the contract for this Phase.
- e. To give to THE AUDITOR monthly reports in which it shows the progress achieved in the corresponding period, in relation to the activities indicated for the present Phase in the scope of the contract. The monthly reports will be delivered within five business days following the termination of the period under review.
- f. For the execution of the contract in its Phases 1 and 2, the contractor must meet the requirements of having a female quota of at least 30% of the executing team of the project.
- g. The creation and preparation of all technical support information for obtaining permits, concessions and/or environmental authorisations that require approval before the Environmental Authority and other authorities in general, applicable to the Construction of the project, will be equally part of the contractor's obligations under development of Phase 2 of the contract.
- h. To adjust and present the Final report of this Phase within the terms established for this, in accordance with the observations submitted by THE AUDITOR and/or the CONTRACTING PARTY and/or the TECHNICAL COMMITTEE. This Final Report shall demonstrate compliance with each and every one of the contemplated activities and shall be approved by THE AUDITOR and the CONTRACTING PARTY. This report must possess and present characteristics and properties of a consistent, coordinated and homogeneous work between the different disciplines and must be conceived and executed as such.
- i. To create all the technical, legal, environmental, social and economic documentation required for the execution of the project.
- j. Maintain the staff offered for this PHASE, which was approved prior to the signing of the Contract Initiation Act.
- k. Ensure the calibration of topography equipment and other equipment to be used in the CONTRACT.
- l. Ensure compliance with current regulations according to the Type of project to be executed.
- m. Submit weekly reports (the first weekday of the week) and month expired (within the first five (5) calendar days of the following month) to the auditor where the most relevant aspects of the activities developed in each of the time periods is evidenced.
- n. To implement special reaction plans, with effective actions to resolve and overcome situations that hinder the execution of this Phase or that represent management risks.
- o. Ensure compliance with applicable environmental regulations for the project or in the acts or pronouncements issued by the competent environmental authority.
- p. To adjust the products of this Phase, within the terms set forth therein, in accordance with the observations

submitted by THE AUDITOR and/or the CONTRACTING PARTY and/or the TECHNICAL COMMITTEE.

- q. Present all the information required by THE AUDITOR and/or the designated supervisor for this purpose.
- r. The Final report must contain the products established in the scope of Phase 2, including the results of the social management and gender equity plan.
- s. To prepare and present together with THE AUDITOR, the completion and final receipt documents of Phase 2.
- t. Develop legal and financial structuring
- u. To provide the support to the executing entity of the project in the bidding processes of works and auditing, as is established in the legal and financial Annex
- v. All that apply to ensure the execution of Phase 2.

### 2.3.8. PHASE 2 DURATION

For the implementation of Phase 2, the execution time will be a maximum **Seven (07) months\***, Counted from the subscription of the Initiation Document which is distributed in the following way for each component

Phase 2: Detailed designs	
Component	Execution time
Technical Component and Social Management and Gender Equity Plan	Five (5) months
Legal and Financial Structuring Component	Seven (7) months

### 2.3.9. PHASE 2 VALUE AND PAYMENT METHOD

The value of the estimated budget for Phase 2 of the contract, includes salaries of personnel required for the performance of the work, affected by the multiplier factor, administrative expenses (main office lease, furniture, stationery, plotting of plans, public services, copies, photographs, air displacement, land displacement, lodging, laboratory tests, topography equipment, special equipment, among other costs), and other taxes that are caused by entering into. the execution and liquidation thereof.

The multiplier factor applies only to salaries, including Sundays and public holidays pay, and items that have effects on social benefits.

In the multiplier factor methodology, a detailed description is made of the various components of the multiplier factor and guidelines are given for its quantification, the CONTRACTING PARTY has estimated a minimum multiplier factor of 215% which is applied to the costs of the staff required for the implementation of the technical component and structuring of the social management and gender equity plan and 206% which is applied to the costs of the personnel required for the execution of the Legal and Financial component included in Phase 2 of the contract.

In any case, the estimated budget for the DETAILED DESIGNS Phase corresponds to a value, which in accordance with the development of the project in its Feasibility Studies Phase and in accordance with the requirements established by the PROJECT EXECUTION CONTRACTOR and endorsed by THE AUDITOR in this Phase, the need for personnel, time commitments and activities for the execution of the Design Phase will be determined, which ensures the execution of all the products of this Phase, previously approved by the supervision of the CONTRACTING PARTY.

If a change occurs in the scope of said phase or to the conditions laid down for the creation and delivery of each product, the contracting party shall have the power to request an adjustment of the deliveries and other conditions required through

THE AUDITOR, to execute the CONTRACT, from the conditions established within the economic offer of the CONTRACTOR, attaching the appropriate technical and/or legal supporting documents that justify this modification

**Note 1:** If in the development of the detailed design study for the project a modification is made in the scope of this Phase, the contracting party, through the auditor and supervision will have the power to request an adjustment of the commitments and the other conditions that are required to execute the contract, starting from the minimums established in the minimum personnel paragraph.

**NOTE 2: The value of the estimated budget does not include VAT (Sales Tax)** as in accordance with Article 96 of law 788 of 2002 regulated by decree 540 of 2004, the funds or resources in money originated in aid or donations destined for programs of common utility in Colombia, from entities or governments of countries with which there are intergovernmental agreements or agreements with the Colombian Government, will be exempt from taxes, charges, or national contributions, which could affect the import and expense or investment; contracts that must be entered into for the accomplishment of the works or projects of common utility, as well as the acquisition of goods and/or services and the transactions that are made directly with the money from the resources of the aid or donation, for the same purpose, are also exempt from the payment of taxes, fees or national contributions.

For the purposes of the exemption, the requirements and budgets established in Decree 540 of 2004 shall be complied with.

The method for determining the value of Phase 2 is by **FIXED GLOBAL PRICE WITHOUT ADJUSTMENT FORMULA** and shall correspond to an effective value of Phase 2, resulting from the multiplication and summation of the time commitments, durations and salaries established by THE PROJECT EXECUTION CONTRACTOR at the time of submission of the economic proposal and considered necessary to develop the activities determined in Phase 1 and to be implemented in Phase 2; affected by the multiplier factor established with the presentation of the economic proposal, plus the necessary direct and indirect costs.

For the execution of Phase 2 of the contract, the following items are established from the structuring and presentation of the economic proposal:

- Professional profile – General and specific experience.
- Professionals required for the development of the activity.
- Resources and inputs required for the development of the activity
- Time commitment and duration of staff activities
- Wages
- Multiplier Factor

Therefore, the agreed value for Phase 2 includes, amongst others, the costs of administration, salaries, social benefits and workers' compensations, salary increases and performance bonuses; transportation, housing and food and drink of the minimum working team of the PROJECT EXECUTION CONTRACTOR; displacement, transport and all kinds of necessary equipment; Fees and contracts in activities related to the implementation of PHASE 2; software use licenses; all taxes arising from the entering into, execution and settlement of the contract; applicable deductions; the remuneration for the PROJECT EXECUTION CONTRACTOR or, unforeseen expenses and in general, all costs incurred by THE PROJECT EXECUTION CONTRACTOR for the full implementation of the contract. The CONTRACTING PARTY shall not recognise, therefore, any readjustment made by the PROJECT EXECUTION CONTRACTOR in relation to the costs, expenses or additional activities required for the execution of these phases and which were foreseeable at the time of the presentation of the offer.

In any case, for Phase 2, the value corresponds to an estimated value for the same, which in accordance with the development of the project in its Phase 1 and according to the requirements established by THE PROJECT EXECUTION CONTRACTOR and approved by THE AUDITOR in said Phase, the need for personnel, commitments and activities for the

implementation of Phase 2 of the PROJECT EXECUTION CONTRACT are determined, to ensure the execution of all products of this Phase, previously approved by the supervision of the CONTRACTING PARTY.

The CONTRACTING PARTY will pay THE PROJECT EXECUTION CONTRACTOR the value of Phase 2, as follows:

a. A payment equivalent to thirty percent (30%) of the value contracted for Phase 2, once the approval opinion is delivered and issued by the Auditor and the agreement of the Contracting Party of the reports containing the requested items in the subparagraphs: 2. DETAILED DESIGN (corresponds to paragraph 2 of the Technical Annex) with the by-products 2.1 DESIGN CRITERIA (corresponds to paragraph 2.1 of the Technical Annex), 2.2. DEFINITION AND LOCALIZATION OF EACH OF THE COMPONENTS OF THE PROJECT TO BE DESIGNED (corresponds to paragraph 2.2. of the Technical Annex), 2.4. TOPOGRAPHY (corresponding to paragraph 2.4 of the Technical Annex), 2.6. HYDRAULIC DESIGN (corresponds to paragraph 2.6 of the Technical Annex), 2.7 GEOLOGY (corresponds to paragraph 2.7 of the Technical Annex), Development of the Transaction Scheme according to the chosen alternative (corresponds to paragraph 2.4 subparagraph A of the Legal and Financial Annex) and the financial model (corresponds to paragraph 2.4 subparagraph B of the Legal and Financial Annex).

b. A payment equivalent to forty percent (40%) of the value contracted for Phase 2, once the approval opinion is issued by the Auditor and endorsement of the Contracting Party of the reports containing the requested in the subparagraphs: 2. DETAILED DESIGN (corresponds to paragraph 2 of the Technical Annex) with the by-products 2.3. SELECTION OF ALTERNATIVES (corresponds to paragraph 2.3 of the Technical Annex), 2.5. GEOMETRIC DESIGN AND INTERFERENCE ANALYSIS (corresponds to paragraph 2.5 of the Technical Annex), 2.8. STRUCTURAL DESIGN (corresponds to paragraph 2.8 of the Technical Annex), 2.9. DESIGN OF COMPLEMENTARY WORKS (corresponds to paragraph 2.9 of the Technical Annex), 2.10. PROPERTY MANAGEMENT (corresponds to paragraph 2.10 of the Technical Annex), 2.11. DEFINITION OF TECHNICAL SPECIFICATIONS OF CONSTRUCTION (corresponds to paragraph 2.11 of the Technical Annex), 2.12. DETERMINATION OF THE BUDGET AND WORK SCHEDULES (corresponds to paragraph 2.12 of the Technical Annex), 2.13. OTHER STUDIES AND DESIGNS (corresponds to paragraph 2.13 of the Technical Annex), 2.14. RESULTS (corresponds to paragraph 2.14 of the Technical Annex), risk analysis (corresponds to paragraph 2.4 subparagraph C of the Legal and Financial Annex), document for legal feasibility of the project (corresponds to paragraph 2.4 subparagraph D of the legal and Financial Annex) and the report of additional items (corresponds to paragraph 2.4 (E) of the Legal and Financial Annex) if they apply and the selected option is a PPP or concession.

c. A payment equivalent to twenty percent (20%) of the value contracted for Phase 2, once the delivery and final receipt documents of Phase 2 are signed.

d. A payment equivalent to ten percent (10%) of the value contracted for Phase 2, once support is carried out in the structuring of the bidding processes for both the works and auditing of the project (corresponds to paragraph 2.5 of the Legal and Financial Annex).

For Phase 2 payments, THE PROJECT EXECUTION CONTRACTOR shall certify that it is up to date in the payment of payroll contributions and the Integral Social security system as appropriate, of all personnel directly linked to the execution of Phase 2, including independent staff providing their services for the implementation of Phase 2. In the same way, it shall present documents showing that they have complied with their obligations for the payment of salaries of all personnel directly linked to the execution of the Phase, as well as of the independent personnel and suppliers who provide their services and/or supplies for the execution of the same.

For each of these payments, a ten percent (10%) guarantee withholding will be made, which will be returned to THE PROJECT EXECUTION CONTRACTOR once the following requirements have been fulfilled:

- a. Satisfactory receipt of the products of Phase 2 by THE AUDITOR.
- b. Approval of the corresponding guarantees indicated in the paragraph of GUARANTEES of this document.
- c. Contract Liquidation Document is signed.

#### 2.4. 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 the work, activities and works will be performed, the surrounding sites and areas, and information about the nature of the terrain, the formations, characteristics and accessibility of the site.

With the presentation of the proposal, the bidder declares that it fully knows all the conditions of the site of execution of the project, the activities to be executed and the legal, technical, environmental, economic and social circumstances for the development of the project, especially those that may affect THE AUDITOR, 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

#### 2.5. 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 Annex 1, which is mandatory for the project. Their 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 auditor, 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 water management projects.

For the purposes of verifying the proposed professionals, the selected bidder must submit to the auditor, 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.

##### 2.5.1. 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.

## **2.6. STAFF TIME COMMITMENT**

When the selected bidder has one or more contracts with the Financiera de Desarrollo Territorial S.A. FINDETER, 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.

## **2.7. 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 AUDITOR CONTRACTOR at that stage. The contracting party reserves the right to accept or not the observations that are made about the distribution of foreseeable risks under the responsibility of the contractor. 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**

The CONTRACTING PARTY has grouped the foreseeable contractual risks in various general categories that could affect the achievement, in the agreed terms, as follows:

### **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.

#### 2.8. AUDITING

The activities consist of controlling, demanding, acquitting, supporting and verifying the fulfilment of the obligations of the PROJECT EXECUTION CONTRACT that result from the present contracting process that will be performed through the AUDITING, which will be executed by the natural or legal person designated by the CONTRACTING PARTY that performs the functions provided in the Findeter Supervisory and Auditing Manual that is in force, the Rules of Participation and the Contract.

THE PROJECT EXECUTION CONTRACTOR, in order to ensure the proper monitoring and control of its activities, is obliged to know the provisions of the Findeter Supervision and Auditing Manual in force.

#### 2.9. GUARANTEES

**CONTRACTING PARTY: FINANCIERA DEL DESARROLLO TERRITORIAL S.A. – FINDETER TAXPAYER ID 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 PROJECT EXECUTION CONTRACTOR 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 contractor must constitute a guarantee by means of an insurance policy or bank guarantee on demand and without exception, issued by an insurance company or a bank institution or establishment; legally constituted in Colombia, as appropriate.

This insurance policy or bank guarantee will be issued for the coverage of the following risks that affect the execution of the contract, with the following types of insurance, cover and term:

Insurance	Cover	Term
Compliance	30% of the <b>total value</b> of the contract	In force for the contract execution time and six (6) months more
Of wages, social benefits and workers' compensation	20% of the total value of the contract	In force for the contract execution time and three (3) years more.
Non-contractual Civil liability	5% of the total value of the contract	In force for the contract execution time and four (4) months more
Quality of Service	30% of the value Total contract	Valid for the contract execution time and (3) three years more

The policy issued by the insurance company must contain, by express condition, that for the purposes of this contract, no clause or 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 S.A.**, is a prerequisite for the commencement of each Phase, which is why no phase can begin execution without the respective approval of this prerequisite.

For their approval, the guarantees must be 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 CONTRACTOR SHALL:**

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

THE CONTRACTOR 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 CONTRACTOR agrees to deliver the policies with their respective proof of payment within 2 days after the issuance of the policies.

THE CONTRACTOR accepts that the CONTRACTING PARTY has an insurable interest in the guarantees referred to in this contract and based on this, if THE CONTRACTOR 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 CONTRACTOR, which are caused by the progress or settlement proceedings of the contract in mention. The foregoing does not exonerate THE CONTRACTOR 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 CONTRACTOR shall respond within two (2) business days.

SECOND PARAGRAPH: The validity of the policy begins with the subscription of the contract. THE CONTRACTOR 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 CONTRACTOR must certify the corresponding adjustment of the guarantees, once the modification of the contract is subscribed. In the same way, THE CONTRACTOR 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 CONTRACTOR. 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. IN ORDER TO CONSTITUTE THE BANK GUARANTEE ON DEMAND AND WITHOUT EXCEPTION, THE CONTRACTOR SHALL:**

In the case of bank guarantees on demand and without exception, they must be contained in a private document in which the Bank entity or establishment expressly assumes, autonomously, and irrevocably, in the favour of the CONTRACTING PARTY the commitment to honour the obligations of THE CONTRACTOR, in the case of their non-fulfilment.

And, therefore, to pay directly to the CONTRACTING PARTY, on demand and without exception, up to the guaranteed amount, a sum of money equivalent to the value of the prejudice suffered as a result of the failure to comply with the obligations assumed by the CONTRACTOR and it will be made effective by means of a non-compliance document and will be informed to the bank or institution.

The CONTRACTOR must certify the constitution of the guarantee, by means of the delivery of the document containing the same, signed by the legal representative of the bank or by its proxy, in which it shall be certified: i) the name of the CONTRACTING PARTY beneficiary of the guarantee; ii) the guaranteed risks; (iii) how to make the guarantee enforceable; iv) the value of the guarantee; and v) the validity of the guarantee in accordance with the coverages, amounts and requirements defined in this paragraph.

#### **2.10. LICENSES, PERMITS AND APPLICABLE AUTHORIZATIONS**

For the execution of Phase 1. Feasibility Study and Phase 2. Detailed designs, in the case of requiring environmental permits and/or licenses and necessary authorizations, it will be the responsibility of THE PROJECT EXECUTION CONTRACTOR to develop and prepare all technical support information for obtaining the permits and/or licenses and authorizations of an environmental nature that require approval before the competent authority. The corresponding costs for the creation and preparation of all the information necessary for obtaining the permits and/or licenses and authorisations will be assumed by the PROJECT EXECUTION CONTRACTOR.

#### **2.11. SPECIAL CLAUSES TO BE TAKEN INTO ACCOUNT**

Taking into account that the resource assigned to be executed in the contract, corresponds to the resources required according to the project presented by the Municipality of Ibagué and IBAL S.A. ESP; in the event that during the execution of the contract a change in the scope of the project or a variation in the activities to be executed is presented that requires additional resources, which means that it surpassed the value of the contract, this situation must be notified to the Auditor and the Supervisor of the contract by Findeter so that they proceed in accordance with the procedures established for these cases in the agreements signed between the Territorial entity, Findeter and The Government of The United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office (FCO). In the case of approval, they must proceed in accordance with the provisions for these events and their consequent modification.

THE PROJECT EXECUTION CONTRACTOR will not be able to execute items or activities not foreseen in the contract, without them having previously been approved by THE AUDITOR and by the CONTRACTING PARTY, and without the respective additional contract having been signed as appropriate. Any activity carried out without the prior entering into of an additional contractual document shall be assumed at the risk of THE PROJECT EXECUTION CONTRACTOR, and as such the CONTRACTING PARTY will not recognise values for said item. It is the responsibility of THE PROJECT EXECUTION CONTRACTOR to be informed about the procedures established for that purpose.

In case of adjusting the scope and generating new activities that were not covered in the initial budget, the new amounts will be the subject of agreement between the parties. For this purpose, the auditor will perform an analysis of the budget presented by THE CONTRACTOR in order to verify that it is in line with the conditions and prices of the market, and once verified by THE AUDITOR, its approval shall be processed by the CONTRACTING PARTY.

## 2.12. RISK MANAGEMENT CLAUSE

It is necessary to include the risk management requirement for THE PROJECT EXECUTION CONTRACTOR under the following terms:

### RISK MANAGEMENT

In the execution of the contract, the PROJECT EXECUTION CONTRACTOR is obliged to perform all the activities and good practices defined by the state-of-the-art level in the field of the contractual purpose, in order to perform the management of the risks that may affect the execution of the contract. Said management should at least consider the following activities:

- a. Identification of the risks
- b. Quantitative and qualitative analysis through which the probability and consequence of the occurrence of the identified risks is evaluated, as well as the prioritization of each.
- c. Creation of the respective response plan for the identified risk, which will determine the actions that will be implemented in order to improve the opportunities and reduce the threats that arise in the identified risks.
- d. Implementation of the applicable monitoring and control activities based on the prioritization of risks, which will determine whether there are changes in the prioritization of risks, if new risks have emerged compared to those initially identified, as well as if the actions defined in the risk-response plan demonstrate the expected effectiveness.

In order to perform the described risk management, the Contractor must submit to THE AUDITOR and the contract SUPERVISOR, for the approval and prior subscription of the Initiation Document of each Phase, a document containing at a minimum the following information:

- a. A Risk Management Plan that should include the methodology to be used, the roles and responsibilities of the work team in relation to risk management, the categorization used to prioritize risks, the periodicity with which the risk management activities will be performed during the execution of the contract, the scales of probability and consequence and the risk matrix with which the qualitative and quantitative analyses of the risks will be carried out, as well as the risk management policy from which the Contractor determines the risk tolerance that gives rise to the activation of risk management actions.
- b. A Risk Register that should include identified risks, possible responses, risk causes, and risk ratings in accordance with the categorization defined in the Risk Management Plan.
- c. A Risk-Response Plan that should include the actions envisaged to mitigate the risks included in the Risk Register.

## 2.13. Settlement of the contract

The contract signed by this contracting process shall be settled within six (06) Following months termination or accordance with What is agreed in the contract (where applicable).

### SUBCHAPTER 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.	December 4, 2018



Reception of observations to the terms of reference and annexes	Up to January 3, 2019
Sending of the report responding to observations of the terms of reference and annexes or evidence of non-submission of observations	Up to January 14, 2019
Closing- deadline for submission of offers Envelopes No. 1 and 2 and Opening of Envelope No. 1	January 23, 2019 Time: 10:00 a.m. Place: Findeter Correspondence Calle 103 No. 19 - 20, Bogotá D.C.
Referral of the Application document for Changes	Up to January 30, 2019
Opportunity for changes	Up to February 5, 2019 Place: Correspondence Findeter Bogotá, Calle 103 No.19 – 20
Sending of the enabling requirements verification report	Up to February 11, 2019
Deadline for submitting observations to the enabling requirements verification report	Up to February 14, 2019
Sending of the definitive report on enabling requirements	Up to February 19, 2019
Opening of Envelope No. 2-Economic proposal of the enabled proposals.	February 20, 2019 Time: 10:00 a.m. Place: Findeter Calle 103 N° 19 – 20 Bogotá D.C.
Sending of the Economic Evaluation Report	Up to February 25, 2019
Deadline for submitting observations to the Economic Evaluation Report	Up to February 27, 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.
Sending of the Final Evaluation Report and Assignment of Scores (eligibility order)	Up to March 4, 2019
Sending of the Selection Document of the Contractor or declaration of void process as appropriate.	Up to March 7, 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](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.

**Contractor:** It will be the natural or legal person who is selected in the Private Call process that has as its objective to contract the conditional execution by phases of the project to which the auditor selected will perform the auditing.

**Auditor:** will be the natural or legal person who is selected in the present selection process to perform the auditing work.

**Plural Bidder- Consortium:** When two or more persons jointly present the same proposal for the awarding, entering into and 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 and execution of a contract, responding jointly for the full compliance of the proposal and the object contracted, but the penalties for the non-compliance of the obligations derived from the proposal and the contract are imposed according to 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 forms 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 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 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 firm that will develop the contract 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 contract 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**

The 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 LEGAL 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**

The BIDDER with the presentation of the proposal expresses its intention to support the action of the Colombian State and of the entity to strengthen the transparency in the contracting processes and is formally committed to not performing or facilitating acts, agreements or behaviours of 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](http://www.findeter.gov.co) or [Programantifraude@findeter.gov.co](mailto: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 [grupo-icat@findeter.gov.co](mailto:grupo-icat@findeter.gov.co), which may not exceed 10 MB including the body of the mail in a single email or filed in Calle 103 # 19 – 20 Bogotá, likewise those documents that are required to be submitted as original documents will not be accepted in electronic mail and must be filed physically and the original documents. If it is needed to send documents larger than 10MB, several emails can be sent, but they must be sent before the deadline so that they are taken into account by the entity.

It is clearly understood that for all the purposes of this private call, the only official correspondence of the process, and as such susceptible for claims, 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:

FINDETER  
CONTRACTING MANAGEMENT  
Subject: Number and object of the Private Call  
Phones: 6230311  
Calle 103 No. 19-20  
Bogotá D.C. – Colombia

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 Water Management and Basic Sanitation, 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 observations regarding the content of the terms of reference, the studies of the project, the risk matrix, the technical annexes and any other document related to this selection process, in written form, within the terms and dates established in the timeline of the process, via email to [Grupo-icat@findeter.gov.co](mailto:Grupo-icat@findeter.gov.co) or in writing to Calle 103 # 19 – 20 Bogotá, 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. FORM OF PRESENTATION OF THE PROPOSALS**

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 SUBMITTING 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/or plural bidders through the associative figures of consortium or temporary unions, which at the date of submission of the proposal meet with the qualifying requirements required for participation in the present contracting process.
- iii. In accordance with the provisions of law 842 of 2003 and other Concordant rules, and in order not to allow the illegal practising of the profession of Engineering, the natural person who intends to participate in this private call, either individually or as a member of a plural bidder (consortium or temporary union), must certify that they have a title as a Civil Engineer or Sanitation Engineer.

- iv. The proposal must be presented without erasures or amendments that may affect its characteristics, quantities, unit values or total values.
- v. If any clarification is made, a note explaining the same should be included.
- vi. The proposal, documents and communications delivered, sent or issued by the bidders within the respective Private Call, must be presented in the Spanish language.
- vii. Proposals sent to other units will not be accepted by e-mail, fax or any other telematic media.
- viii. Proposals submitted after the date and time, or in a place other than those set for delivery, will be considered as late, therefore they will not be accepted. Consequently, they shall not be subject to verification or evaluation.
- ix. In the case of discrepancies between the original and the copy, the content of the original proposal prevails.
- x. In case of discrepancies between the original physical economic proposal and the one presented in digital format, the original physical proposal will prevail, and in the case of discrepancies between the economic proposal and/or budget in Excel and PDF format, the content of the PDF file will prevail. The Excel format is considered to only be a work tool for evaluators.
- xi. The information required in the forms of this Private Call must 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 ON THE SUBMISSION OF ALTERNATIVE OR PARTIAL OR CONDITIONAL PROPOSALS**

No alternative, partial or conditional proposals will be accepted.

#### **1.18. TERM FOR RETURN OF 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 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.

In the case of companies, when authenticating the documents, the consuls will state that the company exists and exercises its corporate purpose according to the laws of the respective country.

### 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 A 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 (Colombian minimum monthly legal salaries) 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 criterion 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 CONTRACTOR, 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:

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

**1.23.2** 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.

**1.23.3** 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.

**1.23.4** They have participated or are linked as service operators in the municipality where the contract work that this private call is being carried out for will be executed. This prohibition also governs the real beneficiaries of the same persons.

1.23.5 They may not submit a proposal simultaneously in this Private Call and the Private Call for the auditing of this project

#### 1.24. DUTY OF DUE DILIGENCE AND INFORMATION ABOUT THE CONTRACT

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 CONTRACTOR.

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 these Terms of Reference will not result in scoring, but they will enable or disqualify the proposal.

##### 1.28.1. RECTIFICATION RULES

The supplier has the burden of presenting his offer in full, that is, answering all aspects of the terms of reference and attaching all supporting documents or proof of the conditions that it intends to enforce in the Private Call.

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 Grupo-icat@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.

#### 1.282. 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: [Grupocat@findeter.gov.co](mailto:Grupocat@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 SENDING 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:

- 1.37.1.** When the proposal does not cover all the required technical requirements or conditions.
- 1.37.2.** 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.
- 1.37.3.** When the economic proposal submitted for the Private Call or the phases, after the arithmetic corrections, is less than the minimum values or higher than the maximum values established in these Terms of reference for the respective Private Call or Phase.
- 1.37.4.** When the proposal is submitted late or in a place other than that indicated in the terms of reference.
- 1.37.5.** When the proposal exceeds the period of execution stipulated in the terms of reference.
- 1.37.6.** When the bidder does not present in conjunction with the technical proposal the economic offer or vice versa.
- 1.37.7.** 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 disqualification, incompatibility or conflict of interest, as established by the constitution, the law and the Terms of Reference.
- 1.37.8.** When the bidder, whether a natural or legal person or any of the members of the Consortium or temporary union, incurs in any of the disqualifications to submitting a proposal of those established in these Terms of reference.
- 1.37.9.** When the proposal presents amendments, erasures or crossing outs which impede the objective selection.
- 1.37.10.** When the economic proposal is partial or totally illegible.

- 1.37.11. 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.
- 1.37.12. 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.
- 1.37.13. When 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.
- 1.37.14. 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.
- 1.37.15. When the bidder does not meet the qualifying requirements established in the terms of reference.
- 1.37.16. When a partial, conditional and/or alternative proposal is presented.
- 1.37.17. When in the rectification Phase, the percentages of participation of the members of the plural bidder are modified, or it is shown that their constitution occurred after the closing of the process.
- 1.37.18. 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.
- 1.37.19. When the constitution of the bidder occurs after the process is closed or the faculties required after closing are granted.
- 1.37.20. When the bidder in the proposal makes an offer that violates legal provisions.
- 1.37.21. 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.
- 1.37.22. When the offer is not subscribed 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 or by the proxy constituted for this purpose.
- 1.37.23. In the other cases established in the terms of reference and in the law.

#### **1.38. GROUNDS FOR DECLARING THE PRIVATE CALL 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. CONTRACT SUBSCRIPTION**

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) or does not constitute the guarantees required in the contract by an insurance policy or bank guarantee, FINDETER S.A. may make effective the bid bond issued by an 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, as long as their proposal is equally favourable to the entity, or so on, 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 provide the guarantees by an insurance policy or bank guarantee required for the execution of the signed contract, within three (3) business days following the signing of the CONTRACT.

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 that guarantees submitted by the CONTRACTOR by an insurance policy or bank guarantee are in compliance with the requirements, within two (2) business days following the filing of the same.

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

#### **1.43. 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. DOCUMENTS AND REQUIREMENTS OF THE PROPOSALS**

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

#### **2.1.1. EXISTENCE AND LEGAL REPRESENTATION**

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

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 one (01) year in advance of the closing of this private call.
7. The branches must certify that they are registered in Colombia one (01) Year 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, 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 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 constitute a cause of rejection of the proposal, also the rejection, when in the Phase of rectification, the percentages of participation of the members of the bidder are changed. Plural or it is credited 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. 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.
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 of the proposal **constituted by insurance policy or bank guarantee**, in the case of a plural bidder, in addition to the requirements stated in these Terms of reference, must indicate the members of the plural bidder and their percentage of participation thereof.
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. AUTHORIZATION FOR THE TEMPORARY EXERCISE OF THE PROFESSION IN COLOMBIA**

In the event that the selected bidder offers personal By profession engineer or auxiliary profession or to end, Entitled And domiciled in The external, must present to THE AUDITOR for the subscription of the Act of Initiation the temporary permit issued by the National Professional Council of Engineering and its auxiliary professions-COPNIA, for the temporary exercise of the profession in Colombia No professional registration, certificate of Professional enrolment or certificate of registration, as the case.

#### **2.1.8. BID BOND**

The bidder must constitute at its expense, and present with its offer, an insurance policy or bank guarantee on demand and without exception, issued by an insurance company or a bank institution or establishment; legally constituted in Colombia, as appropriate; a bid bond with the following characteristics:

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

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

When the insurance policy or bank guarantee is not provided, 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 THROUGH THE INSURANCE POLICY THE BIDDER MUST:**

THE BIDDER shall constitute the bid bond **IN A FORMAT IN FAVOUR OF PUBLIC ENTITIES WITH PRIVATE CONTRACTING REGIME**. This policy must be issued by an insurance company legally incorporated in Colombia, whose parent company is approved by the Financial Superintendence, with the following protections, coverage and validity:

1. Covers: The bid bond shall cover the damages derived from the breach of the offer and shall have a penalty character.
2. Insured value: The bid bond 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 party: FINANCIERA DE DESARROLLO TERRITORIAL S.A. FINDETER TAXPAYER ID NIT: 800.096.329-
5. Beneficiary: FINANCIERA DE DESARROLLO TERRITORIAL S.A. FINDETER TAXPAYER ID NIT: 800.096.329-1
6. Bonded party: The bid bond must be taken in the name of the bidder as it appears on the identity document and in the case of a consortium or temporary joint venture in its name and not its legal representative and must indicate the members thereof and their percentage of participation according to the constitution document.

**B. IN ORDER TO CONSTITUTE THE BANK GUARANTEE ON DEMAND AND WITHOUT EXCEPTION, THE BIDDER MUST:**

In the case of bank guarantees on demand and without exception, they must be contained in a private document in which the Bank entity or establishment expressly assumes, autonomously, and irrevocably, in favour of the CONTRACTING PARTY the commitment to honour the obligations of the BIDDER in the event of non-compliance by the BIDDER.

And, therefore, to pay directly to the CONTRACTING PARTY, on demand and without exception, up to the guaranteed amount, a sum of money equivalent to the value of the injury suffered as a result of the breach of the obligations assumed by the BIDDER and it will be made effective by a non-compliance document and shall be reported to the bank or institution.

THE BIDDER must certify the constitution of the guarantee, by means of the delivery of the document containing the same, subscribed by the legal representative of the bank or by its proxy, where the following must be recorded: i) the name of the CONTRACTING PARTY beneficiary of the warranty; ii) The guaranteed risks; iii) How to make the guarantee enforceable; iv) The value of the guarantee; and v) The validity of the guarantee in accordance with the covers, amounts and requirements made in this paragraph.

**2.1.9. 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.

**2.1.10. 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.

#### **1.1.11. REQUIREMENT TO BE A CERTIFIED PROFESSIONAL CIVIL ENGINEER OR SANITATION ENGINEER-NATURAL PERSON**

Under the provisions of law 842 of 2003 and in order not to allow the illegal exercise of engineering, the natural person who intends to participate in this Private Call, either individually or as a member of a plural bidder (consortium or Tempo Union) must certify that it has a title as a Civil Engineer or Health engineer, for which they must enclose a copy of their professional registration and copy of the certificate of validity of professional registration issued by the COPNIA which must be found in force

#### **2.1.12. CERTIFICATION OF THE BID**

If the legal representative or proxy of the individual bidder, whether a national or foreign person or the legal representative or proxy of the plural structure, does not have a title of Civil Engineer or Sanitation Engineer, the offer must be endorsed by a registered Civil Engineer or Health Engineer, for which it must enclose a copy of their professional registration and copy of the certificate of validity of professional registration issued by the COPNIA, which must be in force.

#### **2.1.13. 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.

#### **2.1.14. 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.

#### **2.1.15. PREVENTION OF 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 LEGAL, TECHNICAL AND FINANCIAL ENABLING REQUIREMENTS

#### 3.1 ENABLING REQUIREMENTS

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

- a. Legal verification: It consists of the verification of the fulfilment of all the legal requirements and those demanded in the Terms of Reference.
- b. 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.
- c. Financial verification: It consists of verifying 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	LEVEL REQUIRED
Liquidity	Current Assets/Current Liability	Greater than or equal to 1.5 x
ROE	Net income/Total Equity	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 DOMICILE 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 DOMICILE 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/Current Liability	Greater than or equal to 1.5 x
ROE	Net income/assets	Greater than or equal to 5%

### 3.1.3 TECHNICAL ENABLING REQUIREMENTS

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

#### 3.1.3.1 SPECIFIC BIDDER EXPERIENCE (ENABLING)

##### a. TECHNICAL EXPERIENCE

It is considered that the technical factor of choice is the specific experience of the bidder, for which in the present process is considered opportune, equitable and reasonable objective to request specific experience in **THE CREATION OF THE STUDIES AND/OR DESIGNS OF SEWER PROJECTS**, with the execution of MINIMUM ONE (1) AND MAXIMUM THREE (3) COMPLETED CONTRACTS, which fulfil the following conditions:

- The contracts provided shall add up as a whole, a value equal to or greater than 1.00, the value of the sum of the estimated budget (Phase 1 + Phase 2), expressed in Colombian minimum monthly legal salaries.
- One of the contracts provided must certify, a value equal to or greater than 0.50 times the value of the sum of the estimated budget (Phase 1 + Phase 2), expressed in Colombian minimum monthly legal salaries.

**Note:** It will only be taken into account to certify the specific condition indicated above the value corresponding to the activity of CREATION OF THE STUDIES AND/OR DESIGNS OF SEWER PROJECTS. The value of other projects, scopes, activities or experiences different from the CREATION OF THE STUDIES AND/OR DESIGNS OF SEWER PROJECTS will not be taken into account for purposes of accrediting the specific condition of value.

**Previous contracts must be clearly identified in form No. 3**

##### b. EXPERIENCE IN LEGAL AND FINANCIAL STRUCTURING ENABLING

Number of contracts	Description
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<p><b>Two (2)</b></p>	<p>Experience in the legal and financial structuring of infrastructure projects must be accredited.</p> <p>The estimated CAPEX in each one of the contracts subject to structuring accredited must be equal to or greater than \$40 billion (forty thousand million Colombian pesos) at prices of July 31st, 2018.</p> <p>Contracts entered into to perform the legal and financial structuring must have been subscribed within the last fifteen (15) years preceding the date established in the schedule for submission of proposals in this selection process.</p>
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### 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 **Note:** For purposes of counting the proportion of the specific experience of an activity, the unit of measure and/or capacity of the structure and/or component shall be taken into account of the specific experience that is required to be accredited.

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 be taken into account in all the participation of the members who formed the plural bidder who acquired the experience and who are participating in the present selection process.

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 FIRMS:**

The experience acquired through an international network of contract firms will be considered valid, therefore, if the bidder is a member of an international network of 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 contract 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 contract 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 contract 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 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 (Colombian minimum monthly legal salaries) 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 Colombian minimum monthly legal salaries, 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 contract 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**, Resulting from the following evaluation factors and criteria:

RATING FACTOR	SCORE
<b>Additional specific experience of the bidder (technical experience)</b>	<b>Up to 30 points</b>
<b>Accreditation of commitment on social inclusion and gender</b>	<b>Up to 30 points</b>
<b>Economic proposal</b>	<b>40 points</b>
<b>Total</b>	<b>100 points</b>

And the subsequent application of the Evaluation compliance factor of the previous contracts.

#### 4.1.1 EVALUATION AND QUALIFICATION OF ADDITIONAL BIDDER EXPERIENCE (MAXIMUM 30 POINTS)

In addition to the contracts submitted by the bidder for the fulfilment of the enabling requirements, for the additional experience a **maximum of up to two (2) completed contracts** will be taken into account which must meet the requirements established in the **paragraph a) Technical Experience** of Section 3.1.3.1. "SPECIFIC EXPERIENCE OF THE BIDDER (ENABLING)", for which they must accredit individually, a value equal to or greater than 0.50 times the value of the sum of the Estimated Budget (Phase 1 + Phase 2), expressed in Colombian minimum monthly legal salaries, as well as the fulfilment of the rules of accreditation of the experience, for which an additional score of 15-points can be awarded per contract, according to the following table:

SPECIFIC EXPERIENCE- ADDITIONAL BIDDER EXPERIENCE	MAXIMUM SCORE TO OBTAIN	ADDITIONAL CONTRACT SCORE THAT MEETS THE REQUIREMENTS MADE
Additional Experience	30	15
Total	<b>30</b>	

**Note.** The certifications of the contracts requested above must be different from those presented to technically enable the proposal.

It is the responsibility of each bidder to identify and clearly point out the experience that is intended to be credited 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 ACCREDITATION OF COMMITMENT IN THE FIELD OF SOCIAL INCLUSION AND GENDER EQUITY (MAXIMUM 30 POINTS)

To obtain this score, the bidder can demonstrate its commitment to social inclusion and Gender Equity through any of the following options:

i. Two certificates in which it is accredited that they have implemented or participated in Programs of social inclusion, and gender equity 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 paragraph of direct and indirect beneficiaries). The bidder proving that condition will receive 15-points

ii. Two (2) contracts and/or projects certifying experience in the field of gender equity and/or social inclusion (social support to infrastructure works, document creation or research on socio-economic conditions of the population, Social development Intervention, etc.). The bidder proving that condition will receive 15-points

#### **4.2. ECONOMIC PROPOSAL (MAXIMUM 40 POINTS)**

The economic proposal submitted by the bidder will be able to obtain a maximum of forty (40) 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:
- 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-htm#cotización](http://www.banrep.gov.co/series-estadisticas/see_ts_trm-htm#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:

$$\text{Score } i = \begin{cases} 40 \times \left( 1 - \left( \frac{\bar{X} - V_i}{\bar{X}} \right) \right) & \text{for values less than or equal to } \bar{X} \\ 40 \times \left( 1 - 2 \left( \frac{|\bar{X} - V_i|}{\bar{X}} \right) \right) & \text{for values greater than } \bar{X} \end{cases}$$

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.

#### a. 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:

$$\text{Score } i = \begin{cases} 40 \times \left( 1 - \left( \frac{\bar{X}_A - V_i}{\bar{X}_A} \right) \right) & \text{for values less than or equal to } \bar{X}_A \\ 40 \times \left( 1 - 2 \left( \frac{|\bar{X}_A - V_i|}{\bar{X}_A} \right) \right) & \text{for values greater than } \bar{X}_A \end{cases}$$

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.

#### b. GEOMETRIC MEAN

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

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

Where:

$\bar{G}$  = Geometric mean

n = Number of economic proposals validated

Pi = 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:

Obtained the geometric mean, we will proceed to ponder the proposals according to the following formula:

$$\text{Score } i = \begin{cases} 40 \times \left( 1 - \left( \frac{\bar{G} - V_i}{\bar{G}} \right) \right) & \text{for values less than or equal to } \bar{G} \\ 40 \times \left( 1 - 2 \cdot \left( \frac{|\bar{G} - V_i|}{\bar{G}} \right) \right) & \text{for values greater to } \bar{G} \end{cases}$$

Where:

$\bar{G}$  = Geometric mean

Vi = 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.

### c. 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:

$$\text{Score } i = \left( \frac{40 * V_{MIN}}{V_i} \right)$$

Where:

V<sub>MIN</sub> = Total corrected value of the proposal with the lowest value within the enabled proposals

Vi = Total corrected value of each of the proposals i which are above the V<sub>MIN</sub>, 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. 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.

## **ANNEX 1 PERSONNEL REQUIRED**

THE PROJECT EXECUTION CONTRACTOR shall provide and maintain for the execution of the contractual object the minimum staff requested for each of the phases or that which is required with the necessary time commitments, until the delivery of the project, which must comply with the technical or professional qualities and the general and specific experience required. The foregoing shall be approved by the auditor and informed to the CONTRACTING PARTY.

THE PROJECT EXECUTION CONTRACTOR must present to the auditor, prior to the subscription of the Initiation Document of the phase where it will develop the activities that correspond to them, and in all cases when demanded, the minimum personnel required, which must have the minimum time commitment required for the execution of Phases 1 and 2, together with the corresponding supporting documents that accredit the qualities and the general and specific experience of this staff. The foregoing shall be approved by the auditor and informed to the CONTRACTING PARTY.

For the execution of the contract, the bidder, with the presentation of its proposal, guarantees that it at least has the following personnel profiles and minimum time commitments and that in case of being selected will present for the verification of the auditor of the contract, the respective supports of academic and professional training and of experience that accredit the fulfilment of the following minimum profile required for each one of the phases:

### **A. PROFILES AND TIME COMMITMENT OF THE MINIMUM STAFF REQUIRED FOR PHASE 1 OF THE CONTRACT**

For the execution of this Phase, the bidder must guarantee the following profiles and the required commitment:

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the Contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN</b>							
1	Director of the project	Civil engineer or sanitary engineer or health and environmental engineer	12 years	Director of projects of studies and/or designs of sewer systems	3	<p>The specific experience must be demonstrated by the following conditions:</p> <p>I. In the contracts provided, they must demonstrate experience as project manager for the studies and/or designs of sewer systems in which they have included the design of networks longer than or equal to 15000 meters</p> <p>II. One of the contracts provided shall be of a value executed, equal to or greater than 0.5 times the estimated budget for the Private Call (Phase 1 + Phase 2) in Colombian minimum monthly legal salaries.</p>	50%

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the Contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN</b>							
1	Hydraulic Specialist	Civil engineer or sanitary engineer or sanitary and environmental engineer with postgraduate studies in the area of hydraulics	8 years	Hydraulic specialist in projects of studies and/or designs of sewer systems	3	<p>The specific experience must be demonstrated by the following conditions:</p> <p>I. In the contracts provided, they must demonstrate experience as project manager for the studies and/or designs of sewer systems in which they have included the design of networks longer than or equal to 10000 meters</p> <p>II. One of the contracts provided shall be of a value executed, equal to or greater than 0.5 times the estimated budget for the Private Call (Phase 1 + Phase 2) in Colombian minimum monthly legal salaries</p>	100%
1	Specialist in hydrology, and water demands	Civil engineer or sanitary engineer or sanitary and environmental engineer with postgraduate studies in the area of hydraulics	8 years	Specialist in hydrology in studies projects and/or designs of sewer systems	3	In the contracts provided must demonstrate experience as hydrologist for studies and/or designs of sewer systems	40%

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the Contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN</b>							
1	Structural Specialist	Civil Engineer with postgraduate studies in structures	8 years	Structural designer in projects of studies and/or designs of sewer systems	2	N/A	40%
1	Geotechnics Specialist	Civil engineer and/or geologist engineer and/or geologist, with postgraduate studies in Geotechnics	8 years	Specialist in Geotechnics in projects of studies and/or designs of sewer systems.	2	N/A	50%
1	Environmental Specialist	Civil engineer, Forestry engineer, environmental engineer, ecologist or biologist, with postgraduate studies in the environmental area	6 years	Environmental specialist in studies and/or designs of sewer systems	2	N/A	30
1	Legal Specialist	Lawyer with postgraduate studies in administrative law, public law, commercial law and/or residential public services	6 years	Analyst of titles of property and/or, in studies of titles of properties and/or, viability and obtaining of easements and/or, processing of permissions and/or, manager for the obtaining titles of ownership and/or and permissions for execution of projects of infrastructure.	2	N/A	30

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the Contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN</b>							
1	Cadastral Specialist	Cadastral and Geodetic engineer and/or Civil engineer with postgraduate studies in GIS and/or Software and/or Geomatics engineering	6 years	Certified experience in GIS and/or geoscientific databases and in ARC-GIS and EXCEL management in associated developments.	2	N/A	25
1	GIS Professional	Cadastral and Geodetic engineer and/or Civil engineer with postgraduate studies in GIS and/or Software and/or Geomatics engineering	4 years	Certified experience in GIS and/or geoscientific databases and in ARC-GIS and EXCEL management in associated developments.	2	N/A	50%
2	Social Professional	Professional in: Social, human or political sciences.	4 years	Professional with knowledge and/or experience in differential approach and/or gender; As well as in projects of aqueducts and/or sewers	2	Specific experience in field work with vulnerable populations; Experience and/or knowledge in differential approaches.	100%
1	Economist and market analyst	Economist	4 years	Economist in studies and designs of sewer projects	2	N/A	20
1	Cost and budget professional and technical specifications	Civil engineer or sanitary engineer or health and environmental engineer or architect	4 years	Responsible for the revision or creation of budgets in Civil works contracts or projects.	2	N/A	30
1	Electromechanical Specialist	Electrical or mechanical Engineer	8Años	Electromechanical specialist in projects of studies and/or designs of sewer systems	2	N/A	30

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the Contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN</b>							
2	Assistant Engineer	Civil and/or sanitary and/or sanitary and environmental engineer	3 years	Design Support Professional or design engineer in projects for sewer systems.	1	N/A	100%
2	Draughtsperson	N/A	N/A	N/A	N/A	N/A	50%
1	Surveyor	Surveyor	3 years	Surveyor in contracts of studies and/or designs of sewer systems	2	N/A	80%
2	Chainman	N/A	1 year	N/A	N/A	N/A	80%



Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: Legal and Financial Structuring Component</b>							
1	Junior lawyer	Professional in law; with degree in postgraduate studies in administrative law, public, public procurement and/or State contracting.	6 years	Leader, head, partner, senior lawyer, advisor, contractor and/or specialist in the creation, modification, processing and/or support of public bidding processes in Colombia, carried out from the position of the public actor, national and/or sub-national level,	2	N/A	100%
1	Specialist lawyer	Professional in law; with a degree in postgraduate studies in administrative law, public procurement and/or State contracting	12 years	Specialist in contract or advisory in projects related to the legal structuring of public infrastructure projects involving private and/or public capital.	2	Each of the contracts and/or projects provided and certified must have a minimum CAPEX of \$40 billion (forty thousand million Colombian pesos at prices of July 31, 2018)	50%
1	Financial leader	Title of Professional in administrative, economic and/or financial sciences, and/or engineering.  Degree in Finance	12 years	Financial advisor responsible for developing the financial model in an infrastructure financial structuring.	2	Each of the contracts and/or projects provided and certified must have a minimum CAPEX of \$40 billion (forty thousand million Colombian pesos at prices of July 31, 2018)	50%



Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: Legal and Financial Structuring Component</b>							
1	Modelling Specialist	Title of Professional in administrative, economic and/or financial sciences, and/or engineering.  Degree in Finance	10 years	Financial advisor responsible for developing the financial model in an infrastructure financial structuring.	2	Each of the approved and certified contracts and/or projects must have a minimum CAPEX of \$20 billion (twenty thousand million Colombian pesos at prices of July 31, 2018)	50%
1	Risk Specialist	Professional degree in: Economics and/or business administration and/or financial management and/or finance and international relations and/or industrial engineering and/or financial engineering and/or Civil engineering.  Postgraduate degree in Business Administration, MBA, finance, project evaluation, risk	10 years	Director, Deputy Director, manager, sub-manager or financial or risk coordinator, project evaluation and/or contractor in project evaluation, financial structuring of projects or economic planning or review and/or creation of risk matrices.	2	N/A	50%

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				As/In:	Number of contracts required	Specific requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 1 OF THE CONTRACT: Legal and Financial Structuring Component</b>							
1	Junior Financial	Professional degree in: Economics and/or business administration and/or financial management and/or finance and international relations and/or industrial engineering and/or financial engineering and/or Civil engineering.	6 years	Financial advisor responsible for assisting in the creation of the financial model in a financial structuring of infrastructure. Publishes or private	2	Each of the contracts and/or projects approved and certificates Must have a minimum CAPEX of \$10 billion (ten billion Colombian pesos at prices of July 31, 2018	100%

#### B. PROFILES OF THE MINIMUM STAFF REQUIRED FOR PHASE 2 OF THE CONTRACT

For the execution of this Phase, THE PROJECT EXECUTION CONTRACTOR must guarantee the minimum personnel required for the development of the same, according to the following profile and minimum time commitment:

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				AS/in:	Number of contracts required	Specific Requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 2 OF THE CONTRACT: Technical Component and Social Management and Gender Equity Plan</b>							
1	Director of the project	Civil engineer or sanitary engineer or health and environmental engineer	12 years	Director of projects of studies and/or designs of sewer systems	3	<p>The specific experience must be demonstrated by the following conditions:</p> <p>I. In the contracts provided, they must demonstrate experience as project manager for the studies and/or sewer designs in which they have included the design of networks longer than or equal to 15000 meters</p> <p>II. One of the contracts provided shall be of a value executed, equal to or greater than 0.5 times the estimated budget for the Private Call (Phase 1 + Phase 2) in Colombian minimum monthly legal salaries.</p>	50%

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				AS/in:	Number of contracts required	Specific Requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 2 OF THE CONTRACT: Technical Component and Social Management and Gender Equity Plan</b>							
1	Hydraulic Specialist	Civil engineer or sanitary engineer or sanitary and environmental engineer with postgraduate studies in the area of hydraulics	8 years	Hydraulic specialist in projects of studies and/or designs of sewer systems	3	The specific experience must be demonstrated by the following conditions:  I. In the contracts provided, they must demonstrate experience as a hydraulic specialist for the studies and/or sewer designs in which they have included the design of networks longer than or equal to 10000 meters  II. One of the contracts provided shall be of a value executed, equal to or greater than 0.5 times the estimated budget for the Private Call (Phase 1 + Phase 2) in Colombian minimum monthly legal salaries	100%
1	Specialist in hydrology, and water demands	Civil engineer or sanitary engineer or sanitary and environmental engineer with postgraduate studies in the area of hydraulics	8 years	Specialist in hydrology in studies projects and/or designs of sewer systems	3	In the contracts provided must demonstrate experience as hydrologist for studies and/or designs of sewer systems	30

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				AS/in:	Number of contracts required	Specific Requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 2 OF THE CONTRACT: Technical Component and Social Management and Gender Equity Plan</b>							
1	Structural Specialist	Civil Engineer with postgraduate studies in structures	8 years	Structural designer in projects of studies and/or designs of sewer systems	2	N/A	30
1	Geotechnics Specialist	Civil engineer and/or geologist engineer and/or geologist, with postgraduate studies in Geotechnics	8 years	Specialist in Geotechnics in projects of studies and/or designs of sewer systems.	2	N/A	50%
1	Environmental Specialist	Civil engineer, Forestry, environmental engineer, ecologist or biologist, with postgraduate studies in the environmental area	6 years	Environmental specialist in studies and/or designs of sewer systems	2	N/A	20
1	Legal Specialist	Lawyer with postgraduate studies in administrative law, public law, commercial law and/or residential public services	6 years	Analyst of titles of property and/or, in studies of titles of properties and/or, viability and obtaining of easements and/or, processing of permissions and/or, manager for the obtaining titles of ownership and/or and permissions for execution of projects of infrastructure.	2	N/A	30

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				AS/in:	Number of contracts required	Specific Requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 2 OF THE CONTRACT: Technical Component and Social Management and Gender Equity Plan</b>							
1	Cadastral Specialist	Cadastral and Geodetic engineer and/or Civil engineer with postgraduate studies in GIS and/or Software and/or Geomatics engineering	6 years	Certified experience in GIS and/or geoscientific databases and in ARC-GIS and EXCEL management in associated developments.	2	N/A	15
1	Professional GIS	Cadastral and Geodetic engineer and/or Civil engineer with postgraduate studies in GIS and/or Software and/or Geomatics engineering	4 years	Certified experience in GIS and/or geoscientific databases and in ARC-GIS and EXCEL management in associated developments.	2	N/A	50%
2	Social Professional	Professional in: Social, human or political sciences.	4 years	Professional with knowledge and/or experience in differential approach and/or gender; As well as in projects of aqueducts and/or sewers	2	Specific experience in field work with vulnerable population; Experience and/or Differential focus.	100%
1	Economist and market analyst	Economist	4 years	Economist in studies and designs of sewer projects	2	N/A	10
1	Cost and budget professional and technical specifications	Civil engineer or sanitary engineer or health and environmental engineer or architect	4 years	Responsible for the revision or creation of budgets in Civil works contracts or projects.	2	N/A	30
1	Electromechanical Specialist	Engineer Electrician or Mechanical	8 years	Electromechanical specialist in projects of studies and/or designs of sewer systems	2	N/A	30

Qty	Position to perform	Academic Training	General Experience	Specific experience			Minimum time commitment in the total duration of the contract
				AS/in:	Number of contracts required	Specific Requirement	
<b>MINIMUM PERSONNEL FOR THE EXECUTION OF PHASE 2 OF THE CONTRACT: Technical Component and Social Management and Gender Equity Plan</b>							
3	Assistant Engineer	Civil and/or sanitary and/or environmental engineer	3 years	Design Support Professional or design engineer in projects for sewer systems.	1	N/A	100%
2	Draughtsperson	N/A	N/A	N/A	N/A	N/A	50%
1	Surveyor	Surveyor	3 years	Surveyor in contracts of studies and/or designs of sewer systems	2	N/A	100%
2	Chainman	N/A	1 year	N/A	N/A	N/A	100%

Qty	Charge to Play	Training Academic	General Experience	Specific experience			Minimum commitment in the total duration of the contract
				AS/in:	Number of contracts required	specific requirement	
<b>Minimum personnel for the execution of Phase 2 of the contract: Legal and Financial Structuring Component</b>							
1	Director of the project	Civil engineer or sanitary engineer or health and environmental engineer	12 years	Director of projects of studies and/or designs of sewer systems	3	<p>The specific experience must be demonstrated by the following conditions:</p> <p>I. In the contracts provided, they must demonstrate experience as project manager for the studies and/or sewer designs in which they have included the design of networks longer than or equal to 15000 meters</p> <p>II. One of the contracts provided shall be of a value executed, equal to or greater than 0.5 times the estimated budget for the Private Call (Phase 1 + Phase 2) in Colombian minimum monthly legal salaries.</p>	20

Qty	Charge to Play	Training Academic	General Experience	Specific experience			Minimum commitment in the total duration of the contract
				AS/in:	Number of contracts required	specific requirement	
<b>Minimum personnel for the execution of Phase 2 of the contract: Legal and Financial Structuring Component</b>							
1	Junior lawyer	Professional in law; With degree in postgraduate studies in administrative law, public, public procurement and/or State contracting.	6 years	Leader, chief, partner, senior lawyer, advisor, contractor and/or specialist in the creation, modification, processing and/or support of public bidding processes in Colombia, carried out from the position of the public actor, national and/or sub-national level,	2	N/A	25
1	Specialist lawyer	Professional in law; With a degree in postgraduate studies in administrative law, public procurement and/or State contracting	12 years	Specialist in contract or contract in projects related to the legal structuring of public infrastructure projects involving private and/or public capital.	2	Each of the projects and/or contributions must have a minimum CAPEX of \$40 billion (forty thousand million Colombian pesos at prices of July 31, 2018)	50%
1	Leader Financial	Title of Professional in administrative, economic and/or financial sciences, and/or engineering.  Degree in Finance	12 years	Financial advisor responsible for developing the financial model in an infrastructure financial structuring.	2	Each one of the contracts and/or projects provided and certificates Must have a minimum CAPEX of \$40 billion (forty thousand million Colombian pesos at prices of July 31, 2018)	25

Qty	Charge to Play	Training Academic	General Experience	Specific experience			Minimum commitment in the total duration of the contract
				AS/in:	Number of contracts required	specific requirement	
<b>Minimum personnel for the execution of Phase 2 of the contract: Legal and Financial Structuring Component</b>							
1	Model Specialist	Title of Professional in administrative, economic and/or financial sciences, and/or engineering.  Degree in Finance	10years	Financial advisor responsible for developing the financial model in an infrastructure financial structuring.	2	Each of the contracts and/or projects provided and certified must have a minimum CAPEX of \$20 billion (twenty thousand million Colombian pesos at prices of July 31, 2018)	25
1	Risk Specialist	Professional degree in: Economics and/or business administration and/or financial management and/or finance and international relations and/or industrial engineering and/or financial engineering and/or Civil engineering.  Postgraduate degree in Business Administration, MBA, finance, project evaluation, risk	10 years	Director, Deputy Director, manager, sub-manager or financial or risk coordinator, project evaluation and/or contractor in project evaluation, financial structuring of projects or economic planning or review and/or creation of risk matrices.	2	N/A	50%

Qty	Charge to Play	Training Academic	General Experience	Specific experience			Minimum commitment in the total duration of the contract
				AS/in:	Number of contracts required	specific requirement	
<b>Minimum personnel for the execution of Phase 2 of the contract: Legal and Financial Structuring Component</b>							
1	Junior Financial	Professional degree in: Economics and/or business administration and/or financial management and/or finance and international relations and/or industrial engineering and/or financial engineering and/or Civil engineering.	6 years	Financial advisor responsible for assisting in the creation of the financial model in a financial structuring of infrastructure. Public or private	2	Each of the contracts and/or projects provided and certified must have a minimum CAPEX of \$10 billion (ten thousand million Colombian pesos at prices of July 31, 2018)	50%

**The staff previously described for the contract will be compulsory in the project, so the bidders must take it into account and consider it in its entirety, as well as breakdown for each of the phases when preparing its economic offer.**

**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-XXX-2018

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 Form of Detailed Economic Estimate Proposal and Multiplier Factor for each of the Phases and the respective supporting documents of academic and professional training 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 I know and accept the conditions established by the contracting entity for the development of the contracting model in phases. If the development of some of the planned phases is not feasible, I will refrain from making derivative claims because of the non-feasibility of carrying out any of the auditing phases according to the model or when the execution of the project of execution of work is not approved.

12. That the resources that compose my (our) assets 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.

13. 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.

14. 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.

15. 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.

**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: \_\_\_\_\_ MONTHS

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).

**Note:** To complete when the bidder's Legal Representative is not a Civil engineer or Sanitation Engineer.

"Because the subscriber to this proposal is not a Civil engineer or Sanitation Engineer, I \_\_\_\_\_ (first and last names) Civil Engineer/Sanitary engineer, with Professional Registration No. \_\_\_\_\_ and ID Card No. \_\_\_\_\_ of \_\_\_\_\_, accredit this proposal."

\_\_\_\_\_  
(signature of the person who is accrediting the proposal)

**FORMAT 2**  
**PAYMENT CERTIFICATE 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. VP-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.

**FORMAT 3**  
**SPECIFIC EXPERIENCE OF THE BIDDER TO ENABLE THE PROPOSAL**

<b>PURPOSE:</b>							
<b>BIDDER:</b>							
<b>COMPLETE INFORMATION OF THE MEMBER PROVIDING THE EXPERIENCE:</b>							
<b>EXPERIENCE OF THE PROPOSED BIDDER TO ENABLE THE PROPOSAL</b>							
CONTRACT NO.	OBJECT	ACTIVITIES CARRIED OUT	VALUE IN COLOMBIAN MINIMUM MONTHLY LEGAL SALARIES	CONTRACTING ENTITY	START DATE	END DATE	PERCENTAGE OF PARTICIPATION (EACH CONTRACT)
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 ADDITIONAL QUALIFICATION OF THE PROPOSAL**

<b>Object:</b>								
<b>bidder:</b>								
<b>Full details of the member providing the experience:</b>								
<b>experience of the proposed bidder to qualify the proposal</b>								
CONTRACT NO.	OBJECT	ACTIVITIES CARRIED OUT	VALUE IN COLOMBIA N 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 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.

<b>ECONOMIC PROPOSAL FORM TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN</b>	
<b>Description</b>	<b>TOTAL value</b>
Value offered PHASE 1	
Value offered PHASE 2	
<b>TOTAL ECONOMIC OFFER TECHNICAL COMPONENT AND SOCIAL MANAGEMENT AND GENDER EQUITY PLAN (PHASES 1 AND 2):</b>	

<b>ECONOMIC PROPOSAL FORM LEGAL AND FINANCIAL STRUCTURING COMPONENT</b>	
<b>DESCRIPTION</b>	<b>TOTAL VALUE</b>
Value offered PHASE 1	
Value offered PHASE 2	
<b>TOTAL ECONOMIC OFFER LEGAL AND FINANCIAL STRUCTURING COMPONENT (PHASES 1 AND 2):</b>	



British Embassy  
Colombia



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.

**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 (annex 1), 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							
<b>Object: BIDDER:</b>							
<b>PROFESSIONAL STAFF</b>							
<b>Concept</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	
<b>PROFESSIONAL STAFF</b>	<b>AMOUNT</b>	<b>BASIC MONTH SALARY</b>	<b>% TIME DEDICATION</b>	<b>F.M (%)</b>	<b>MONTH VALUE (AXBXCXD)</b>	<b>MONTHS</b>	<b>TOTAL PARTIAL (EXF)</b>
<b>SUBTOTAL COST PROFESSIONAL PERSONNEL (1)</b>							<b>\$</b>
<b>TECHNICAL PERSONNEL</b>							
<b>Concept</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	
<b>TECHNICAL STAFF</b>	<b>AMOUNT</b>	<b>BASIC MONTH SALARY</b>	<b>% TIME DEDICATION</b>	<b>F.M (%)</b>	<b>MONTHLY VALUE (AXBXCXD)</b>	<b>MONTHS</b>	<b>TOTAL PARTIAL (EXF)</b>
<b>SUBTOTAL COST TECHNICAL STAFF (2)</b>							<b>\$</b>
<b>OTHER DIRECT COSTS</b>							
<b>CONCEPT</b>							
<b>Other direct costs</b>				<b>Unit</b>	<b>Amount</b>	<b>Unit Value</b>	<b>Partial Total</b>
<b>SUBTOTAL OTHER DIRECT COSTS (3)</b>							<b>\$</b>
<b>GENERAL SUMMARY ECONOMIC PROPOSAL</b>							



<b>TOTAL AMOUNT (1 + 2 + 3)</b>	<b>\$</b>
<b>TOTAL CONTRATC VALUE</b>	<b>\$</b>

FM: Multiplier Factor

ITEM	DESCRIPTION	%
<b>A</b>	<b>Basic Salary (Total monthly payroll)</b>	<b>100.00%</b>
<b>B</b>	<b>Social benefits</b>	
	Services Premium	
	Unemployment savings	
	Unemployment savings Interests	
	Vacations	
<b>C.</b>	<b>Comprehensive Social security System</b>	
	Pension	
	Health	
	Professional Risks	
	Family Subsidy	
	SENA (National Learning Service)	
	ICBF (Family Welfare Institute)	
	<b>Subtotal B + C</b>	
<b>D.</b>	<b>Others</b>	
	Provisions	
	<b>Subtotal A + B + C + D</b>	
<b>E.</b>	<b>Indirect costs</b>	
<b>E1</b>	<b>General expenses</b>	
<b>E2</b>	<b>Legal expenses</b>	
	<b>Subtotal (E1 + E2)</b>	
<b>F.</b>	<b>Fees (includes contingent expenses)</b>	
	<b>MULTIPLIER FACTOR (A + B + C + D + E + F)</b>	

Note: This format must be presented in Excel and PDF.

FORM 6

**SWORN STATEMENT CORRESPONDING TO THE IDENTIFICATION OF THE REAL BENEFICIARY**

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-XXX-2018** whose object will be to contract **XXX**. 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-XXX-2018** to contract the "**XXX**", *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:

1. In any of the grounds laid down in Law 734 of 2002, Article 11 of Law 1437 of 2011 and other concordant rules.
2. 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.
3. 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.
4. Have participated or been linked as service operators in the District where the contract work that this private call is being carried out will be executed. This prohibition also governs the real beneficiaries of the same persons.
5. Have submitted a proposal simultaneously in this call and to the call that is being carried out to contract the supervision of \_\_\_\_\_ this \_\_\_\_\_ project.

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-XXX-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:

<u>Measure (s) imposed</u>	<u>Number of times imposed</u>	<u>Contract N°</u>	<u>Contracting party</u>	<u>Name of the person to whom the measure was imposed</u>
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-XXX-2018** to contract the 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-XXX-2018** to contract the 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. **FCO-C-XXX-2018** to contract the 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 or auditor, 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 auditor 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 XXXXXXXXX.
- 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,

\_\_\_\_\_

\_\_\_\_\_

