

- **Name of the Project**

TERMS OF REFERENCE TO ENTER INTO CONSULTING CONTRACTS TO DEVELOP FEASIBILITY STUDIES OF A STRATEGIC PLAN FOR THE INTELLIGENT AND COMPREHENSIVE HISTORIC CENTRE (SANTA SMART-A) AND FOR A CONTROL AND OPERATIONS INTEGRAL CENTRE (CICO) FOR THE DISTRICT OF SANTA MARTA, INCLUDING TECHNICAL, LEGAL, FINANCIAL, GENDER EQUALITY AND SOCIAL INCLUSION COMPONENTS.

- **Background**

Article 2° of the Political Constitution of Colombia provides, as essential purposes of the State: “to serve the community, promote general prosperity and guarantee effectiveness of the principles, rights and obligations provided herein”.

The business purpose of Financiera de Desarrollo Territorial S.A., FINDETER, according to article 1° of Law 57 of 1989, is to promote regional and urban development, by means of financing and advising in respect to the design, execution and administration of investment projects or programs related, among others, with the activity of technical assistance.

The mission of Financiera de Desarrollo Territorial S.A., FINDETER, is to be a strategic partner of the National Government and of territorial entities, to plan, structure, finance and execute sustainable projects to transform territories.

The Organic Statute of the Financial System (EOSF), provides in numeral 2° of article 268, that the purpose of FINDETER is to promote regional and urban development, by means of financing and advising the design, execution and administration of investment projects or programs. Likewise, article 270 of EOSF, provides in its literal h), supplemented by article 28 of Law 1328 de 2009, that FINDETER may, in the development of its business purpose, provide services of technical assistance, project structuring and technical and financial consultancy.

Article 95 of Law 489 of 1998 provides that, public entities may associate with the purpose of cooperating in complying with administrative duties or in jointly providing services at their charge, by means of entering into inter-administrative agreements.

Since 2011, FINDETER has oriented its actions towards aspects proper of Development Banking, as it has noticed the importance of accompanying regional, supra-municipal and municipal processes of territorial planning and development. By virtue of the foregoing, FINDETER has developed a set of integrated territorial development programs, which seek to accompany territorial entities in their territorial planning processes.

FINDETER created the *Vicepresidencia de Desarrollo Territorial* (Territorial Development Vice-presidency) and, through the *Gerencia de Sostenibilidad y Nuevos Negocios* (Sustainability and

New Business Management) provides technical assistance products, by means of its areas: i) The *Dirección de Ciudades y Competitividad* (Division of Cities and Competitiveness); and ii) The *Dirección de Gestión Urbana Integral* (Division of Integral Urban Management). In these areas, sustainable development programs are implemented, which provide accompaniment in territorial planning. This results in the definition and start-up of strategies and projects for integral territorial development.

Territorial planning and development programs developed by FINDETER, at a regional level, such as the *Diamante Caribe* (Diamond Caribbean) Program and Santanderes, shall improve the Country's competitiveness and its participation in the global market, with the development of an excellence cluster, from the intersection of territorial characteristics and digital tools.

At urban level, planning programs are intended to close social gaps, through a methodology of fast diagnosis, prioritization and identification of strategic projects to define a road map for cities. These are the programs *Ciudades Sostenibles y Competitivas* (Sustainable and Competitive Cities) (23 cities are counted) and *Ciudades Emblemáticas* (Emblematic Cities) (28 cities).

At supra-municipal level, accompaniment initiatives have been developed, which adapt urban planning methodologies. Examples are, *Sabana Centro Sostenible* (Cundinamarca) (Sabana Sustainable Centre) and *Sincelejo-Corozal Sostenible* (Sucre) (Sincelejo-Corozal Sustainable), which basis is the methodology of *Ciudades Emblemáticas* (Emblematic Cities) and *Ciudades Sostenibles y Competitivas* (Sustainable and Competitive Cities). Likewise, programs like *Territorio de Oportunidades* (Opportunity Territories), in favor of the definition of territorial economic development strategies and territorial complementarity; and the initiative Agrópolis, which promotes territorial development, focused on agricultural economy, competitiveness and accompaniment in the formulation of Departmental Management Plans (POD). This instrument promotes the articulation and harmonization of both national and municipal bets. In summary, it is integrated by three stages - Planning, Structuring and Executing; it covers large dimensions (environmental, urban, economic, social, fiscal and governmental); and it seeks to articulate national policies in the matters of housing, water, education, mobility, environment and public management, among others. In consequence, at the end of the initial stages of the methodology, the result delivered is an Action Plan framed within dimension studies, with the purpose of promoting sustainable development of cities and increasing regions' competitiveness.

Hence, the subjects of territorial management, urban and regional planning and institutional impulse for urban development, solutions to transportation system, planning and provision of basic sanitation services, have been identified as indispensable to provide assistance in the execution of specific projects, all by virtue of diagnostics made in cities.

The *Dirección de Ciudades y Competitividad* (Division of Cities and Competitiveness) is in charge of executing the *Programa de Ciudades Sostenibles y Competitivas* (CSC) (Sustainable and Competitive Cities Program), which purpose is to generate a planning tool within the short,

medium and long term, which permits prioritizing relevant actions in the matters of sustainability, for intermediate cities of the country and their influence regions. Said Program is developed through a methodology that seeks identifying, planning and prioritizing strategic sustainability actions, oriented towards creating competitive cities and improving the quality of life and prosperity of citizens.

Likewise, the program *Ciudades Sostenibles y Competitivas* (Sustainable and Competitive Cities) is integrated by three stages - Planning, Prioritization and Execution – covering four large dimensions: a) environmental, b) urban, c) economic and social, and d) fiscal and governmental, to articulate national policies in the matters of housing, water, education, mobility, environment, public management, among others. Therefore, at the end of the initial stages of the methodology, the result is an Action Plan framed within the dimensions studied, with the purpose of promoting sustainable development of cities and increasing regions' competitiveness.

The District of Santa Marta was part of the program CSC and its Action Plan named *Santa Marta Sostenible* (Santa Marta Sustainable) was published and delivered to the District in 2016. The Plan visualized that “In 2030 Santa Marta will be an example of leadership in the Caribbean Basin, by implementing robust actions to reestablish the sustainable relationship of its natural environment, its culture and its diverse population, as a fundamental mean to conciliate its multiple vocations and take a stand as an eco-territory, example city and city of its inhabitants and visitors”.

Additionally, priority subjects identified by the plan are: water, land use/territorial management, mitigation of climate change, electricity, economic competitiveness, employment, sanitation and drainage, noise, vulnerability to natural disasters, education, safety, taxes and financial autonomy and urban inequality. In this sense, the plan grouped priority subjects and defined basic principles, as it follows:

- Competitiveness, to improve living conditions of people.
- Mitigation and adaptation actions. With emphasis in assessing and controlling emissions produced, mainly linked to deforestation and extensive stock breeding.
- Information technologies. As an opportunity to reduce connectivity gaps and to improve possibilities of access to knowledge and services by the most vulnerable populations.
- Aligned planning processes within different governmental levels, to bring public policies closer to citizens, with actions sustained beyond administrative periods.
- Consolidation of cities built by the different actors present within the territory who constitute comprehensive, functional and sustainable cities.

That said, parallel to the development of the Action Plan, Contract No. 041 de 2015 was entered into by Simón Hosie Samper and FINDETER, with the purpose of: “Performing an assessment of the sociocultural characterization of Pescaito neighborhood, with the purpose of defining, with the community, the urban strategy and the architectonic proposal at concept design level, at the center, within the influence area of the football field Castellana, within the District of Santa Marta – Department of Magdalena”. The methodology implemented in the development of the study,

within the influence area of the Historic Centre of Santa Marta, allowed participation and characterization of actors relevant to the Strategic Plan of the Intelligent and Comprehensive Historic Centre (Santa Smart-A).

Additionally, it is important to take into account that integration of modern technology with local traditional knowledge and ecosystems management practices within historic centers, have contributed to environmental sustainability and are relevant factors for modern resiliency.

The *Dirección de Gestión Urbana Integral* (Division of Integral Urban Management) is in charge of executing and accompanying municipal planning processes, for the design and implementation of territorial complementarity, local economic development and urban planning programs and/or strategies. Likewise, projects which promote the diagnostic and start-up of territorial competitiveness strategies, to contribute to the management of its territory. In this sense, it is sought that each one of the programs, strategies or projects count with a dialogue with territorial actors (public sector, academy, productive sector and civil society), to allow leveraging ambitious processes, of medium and long term, for the development and wellbeing of inhabitants, as these have to harmonize the vision country-city and city-region.

The *Dirección de Gestión Urbana Integral* (Integral Urban Management Division) promotes institutional strengthening of Territorial Entities, pushing the integral and sustainable development of urban areas, by means of transforming projects which achieve leveraging local and regional assets by promoting competitiveness, equity and wellbeing. The foregoing by means of urban integral and mobility solutions that understand the current dynamics of each territory.

PROSPERITY FUND OF THE BRITISH EMBASSY

With the purpose of supporting and favoring Colombia's development, on November 23, 2017 the Foreign and Commonwealth Office (FCO), through the British Embassy in Colombia, and FINDETER, subscribed a Memorandum of Understanding, hereinafter MoU, for the execution of the Prosperity Fund, for an amount of TWELVE MILLION EIGHT HUNDRED THOUSAND STERLING POUNDS (£ 12,800,000). The subject matter of this agreement, among others, is:

☐ To improve the infrastructure of Colombian cities, to a) help complying with the Sustainable Development Objectives of the UN, especially objective 11 "Sustainable, resilient and safe Cities and Communities"; b) support comprehensive economic growth, poverty reduction and gender equality, taking into account the following problems: (i) urban planning, (ii) gender equality, (iii) mobility and transportation, (iv) access to public services, and (v) adaptation to climate change and risk mitigation.

☐ To generate tools for the development of strategies to manage and promote rail transportation in Colombia, and to create a new transportation alternative, for persons and load.

These have to be reachable, economic, responsible in the matters of gender and effective. Operating, environmental and economic efficiencies have to be taken into account, through the identification of financial and technical development opportunities, and through regulatory instruments for their implementation.

☐ To improve the effectiveness, efficiency, cost reduction and systematization of contracting processes of different programs in the regions of Colombia. The purpose is to promote and improve equality and fair competence conditions for foreign investment, by improving transparency and responsibility, and reducing potential corruption in contracting processes.

According to the foregoing, for the specific case of the District of Santa Marta, it is convenient to highlight that the project intended herein would fit the purpose of the Prosperity Fund. Specifically that oriented to “Improve Colombian cities infrastructure for sustainable, resilient and safe Cities and Communities”. Given the District currently counts with planning tools, such as the Territorial Management Plan and the Management and Protection Special Plan, it is necessary to continue with this initiative to improve the city’s connectivity and to make its Historic Centre intelligent and comprehensive.

That said, to comply with the different objectives provided in the Memorandum of Understanding (MoU), and according to the cities’ prioritization made by the Prosperity Fund, within the frame of the application of resources of the Prosperity Fund in Colombia, the British Embassy approved the budget for the project proposed on May 6, 2019.

- **Scope and objectives**

The project to **CONTRACT CONSULTING TO MAKE FEASIBILITY STUDIES OF A STRATEGIC PLAN FOR THE INTELLIGENT AND COMPREHENSIVE CENTRE (SANTA SMART-A) AND THE CONTROL AND OPERATIONS INTEGRAL CENTER (CICO) FOR THE DISTRICT OF SANTA MARTA, INCLUDING TECHNICAL, LEGAL, FINANCIAL, GENDER EQUALITY AND SOCIAL INCLUSION COMPONENTS**, shall be developed in stages, described as it follows:

STAGE 1: BEGINNING

1.2. Work plan, methodology and schedule report.

CONSULTANT shall provide a report containing the set of activities to be developed, its description in the matters of methodology to be used for its implementation, timeframe, physical limitations, requirements (environmental, social, legal and regulatory, among others, applicable to the Historic Centre), and the scope of comprehensiveness to be given to the two components: a) studies and designs of the Intelligent and Comprehensive Historic Centre (SANTA SMART-A) model; and b) 2.2.1 Technical and operating structure of the Control and Operations Integral Centre (CICO).

PHASE 2: TECHNICAL STRUCTURING, GENDER EQUALITY, SOCIAL MANAGEMENT AND INCLUSION.

2.1. STRATEGIC PLAN OF THE INTELLIGENT AND COMPREHENSIVE HISTORIC CENTRE SANTA SMART-A

2.1.1. DIAGNOSTIC AND CHARACTERIZATION:

2.1.1.1. Review of secondary available information.

CONSULTANT shall gather basic information, characterization and current and future needs for the Historic Centre of Santa Marta and its area of influence, focused on the inclusion of technologies.

2.1.1.2. Territorial measurement.

CONSULTANT shall identify and characterize actors and variables of interest, at social and gender level, focused on the inclusion of technologies in the Historic Centre of Santa Marta.

2.1.1.3 Communication, disclosure, social accompaniment and gender equality.

CONSULTANT shall ensure community and institutional participation of the area of influence of the Historic Centre of Santa Marta in the project.

2.1.2. STRATEGIC PLAN FORMULATION OF THE INTELLIGENT AND COMPREHENSIVE HISTORIC CENTRE SANTA SMART-A:

CONSULTANT shall make a territorial projection of the Historic Centre, as an intelligent and comprehensive Historic Centre, georeferencing and regulating actions prioritized by the CONSULTANT, useful as technical input for the Management and Protection Special Plan– PEMP, to generate integrative actions with the current management and the territorial development plans. Formulation shall include collective construction of the vision of the Strategic Plan for the Intelligent and Comprehensive Historic Centre (Santa Smart-A), based on the information gathered and according to the technical and social recommendations of FINDETER, the Mayor's office of Santa Marta and the community.

2.2 CONTROL AND OPERATIONS INTEGRATED CENTRE– (CICO) - SANTA MARTA-

2.2.1. TECHNICAL AND OPERATIVE STRUCTURING OF THE CONTROL AND OPERATIONS INTEGRATED CENTRE (CICO). CONSULTANT shall:

Establish the technical and technological specifications for each one of the tools, required by the Control and Operations Integrated Centre, with its proposal about term of guarantees, technical equipment and support services.

Design the architectural project of the control and operations integrated center, which shall at least contain: Proposals of sustainability technology for saving and using energy and water, integrated management of solid residues and sewage, and a Sustainability and Environmental Impact Study.

PHASE 3: LEGAL AND FINANCIAL STRUCTURING

3.1. Due Diligence

3.2. Report of Analysis of Alternatives to Implement the Project

3.3. Financial Structuring Report, containing the following volumes, as a minimum:

- a. Development of the Transaction Scheme, according to the alternative chosen*
- b. Financial Model*
- c. Risk Analysis*
- d. Documents for legal viability of the project*
- e. Complementary*

3.4. Report with activities developed during accompaniment of the selection and contracting process.

PHASE 4: FINAL

4.1. Final and Executive Report.

It shall contemplate the information, participation and empowerment of communities around the project, with the purpose of making products arising from the agreement more clear and affordable. This component shall serve as a road map for the construction of strategies, to facilitate and promote dialogue with communities, opinion leaders and means of communication. Likewise, it shall contemplate opening informative spaces, through which concerns may be clarified and technical, social and environmental uncertainties may be reduced.

All products contemplated in this component shall require to know FINDETER's corporate image manual, which provides the correct use of the brand on different communication pieces; and shall also shall count with the supervision's authorization.

4.2. Final Report of the Social Management and Gender Equality Plan - (PGSEG).

Consultant shall deliver a document where compliance of PGSEG shall be consolidated, as well as a visual and creative deliverable, evidencing social management and gender equality, and the importance of the same in the adoption of the program or project by the community.

Social Management and Gender Equality Plan.

CONSULTANT shall take into account the guidelines defined in the annex for the approach and execution of its Social Management and Gender Equality Plan during this phase.

- Procurement process schedule

SUBCHAPTER III- SCHEDULE

Activity	Date, time and place, as it may correspond
Referral and publication of the Terms of Reference, study of needs, technical documents and other documents related with the process.	October 11, 2019
Hearing to clarify the Terms of Reference	October 21, 2019 Time: 08:00 am Place: FINDETER'S Main Office: Auditorio Colombia Calle 103 No. 19- 20, Bogotá D.C. Online Assistance: tercerosfindeter@findeter.gov.co
Reception of observations to the Terms of Reference and annexes	Until October 22, 2019 Until 05:00 PM
Referral and publication of the Report to respond to observations to the Terms of Reference, addendum (if applicable) and annexes, or prove of non-submission of observations	October 25, 2019
Closing – Deadline to submit the offer Envelope No. 1 and 2 and Opening of Envelope No. 1	October 30, 2019 Until 02:00 pm Place: Correspondence FINDETER Calle 103 No. 19- 20, Bogotá D.C.

Referral and publication of the enabling requirements verification report and remediation requests.	November 5, 2019
Opportunity to remediate and submit observations to enabling requirements	Until November 8, 2019 Until 05:00 pm Place: Correspondence FINDETER Calle 103 No. 19- 20, Bogotá D.C. tercerosfindeter@findeter.gov.co
Referral and publication of the definitive verification of enabling requirements Report	November 14, 2019
Opening of Envelope No. 2 – Economic proposal and additional experience of the purposes enabled	November 15, 2019 Time: 10:00 am Place: Contracting Direction FINDETER, Calle 103 No. 19- 20, Bogotá D.C.
Referral and publication of the economic evaluation Report and rating (eligibility order)	November 19, 2019
Referral and publication of the definitive report of evaluation and rating (eligibility order) and minute of award of the consultant or cancellation of the bid, as it may correspond	November 22, 2019

• **Admin requirements for submission of bids**

The CONTRACTING PARTY shall reject the proposal whenever one of the following circumstances arise:

1. If the proposal is submitted extemporaneously, or in a place different than the one indicated on the Terms of Reference.
2. Whenever the bidder, legal entity or individual, either individually or as a partner or member of a consortium or temporary association, submits more than one offer.
3. If the bidder, legal entity or individual, either individually or as a partner or member of a consortium or temporary association, is subject to clauses of ineligibility, incompatibility or conflict of interests, provided by the Constitution and the Law.
4. Whenever the bidder, either a legal entity or an individual, or any of the members of the consortium or temporary association, is (are) reported on the *Boletín de Responsables Fiscales* (List of Tax Accountability), issued by the Comptroller General of the Republic.
5. Whenever the bidder, either an individual or legal entity, or any of the members of

the consortium of Temporary Association, or its representatives, is (are) reported as ineligible to contract on the *Sistema de Información de Registro de Sanciones y Causas de Inhabilidad "SIRI"* (Information System for the Record of Penalties and Ineligibilities) of the Attorney General of the Nation.

6. Whenever the bidder is reported on the *Sistema Registro Nacional de Medidas Correctivas RNMC* (Remedial Measures National Record System), according to the provisions of article 183 of the *Código Nacional de Policía y Convivencia* (National Police and Coexistence Code).
7. Whenever the bidder, either an individual or legal entity, or any of the members of the consortium or Temporary association, or its representatives, are reported or included on a national or international list referring to Money Laundering or Financing of Terrorism.
8. Whenever the proposal is illegible or has modifications, deletions or words hard to decipher, which impede objective selection or create confusion.
9. If the economic offer is not subscribed by the bidder, in case of an individual; and in case of legal entities, consortiums or temporary associations, by the legal representative duly authorized or by proxy.
10. If the consortium or temporary association document has not been subscribed by all members of the association, and it is not clear in the nature or type of document, or it is misleading.
11. If the bidder, individual or legal entity, or any of the members of the consortium or temporary association does not inform, in the sworn statement format, to have had, within three (3) years before closing this contracting process, imposition of penalty clauses, enforcement clauses, fines or sanctions; or, within the five (5) last years before closing this contracting process, declarations of default, unilateral termination or declaration of termination, in contracts where the bidder has had a consultant capacity.
12. Whenever a bid bond is not provided at the moment of closing, jointly with the offer; or whenever the bid bond does not correspond to the bid for which it is submitted.
13. When financial statements are not submitted at the moment of closing, jointly with the offer; or financial indexes demanded on the terms of reference are not complied.
14. When the document of incorporation of a plural bidder is not submitted with the offer; or powers required are granted to the Legal Representative after closing.
15. If the bidder does not submit the technical proposal with the economic offer, or vice versa.
16. If the bidder submits qualifying documents not related with the bid for which the offer was submitted.
17. If the proposal amount does not include VAT, if applicable.
18. If the economic proposal submitted for the project and its stages, after arithmetic corrections, is lower than the minimum amounts or higher than the maximum amounts provided herein, for the respective economic proposal or stage.
19. If the economic offer is partial, alternative, conditioned, illegible, or its content does not have the minimum scope required on the process documents.
20. If the bidder fails to submit any unit price or the price of any of the phases on its economic offer.
21. If the bidder, on the offer, makes any offer against Law.
22. If, during the remediation period, ownership interests of the members of a plural bidder are modified.
23. If the bidder does not remediate or remediates in an extemporaneous way.
24. If, when reviewed by FINDETER, it is established that the proposal or supports

- provided with the remediation are inconsistent, corrupted or inaccurate; and that has an incidence on the verification of the qualifying requirements.
25. If the bidder does not comply with any of the qualifying requirements provided on the terms of reference.
 26. If the bid bond's bill has a date and time subsequent to the deadline for the submission of offers.
 27. If documents required during the remediation period contain conditions occurred subsequently to the submission of the proposal.
 28. Notwithstanding other rejection causes regulated on the terms of reference or in Law.

1.31. CAUSES FOR CANCELLATION OF THE BID

1. If no offers are submitted.
2. If none of the offers is eligible under the legal, technical, financial and experience factors provided on the terms of reference.
3. If there are causes or reasons which hinder the objective selection of the bidder.
4. If the Legal Representative of Findeter does not take the assessors' consultant recommendation in respect to the order of eligibility or selection, and decides to cancel the bid, in which case his decision shall be explained.

• Evaluation criteria

"Financial Verification" (Locals and Foreigners)

"FINANCIAL VERIFICATION" shall be submitted with the bidder results, in **Format No. 13**, duly subscribed by the Legal Representative and the Auditor, or the Accountant if an Auditor does not exist.

Documents above shall be submitted in Colombian pesos.

NOTE 1: Any of the requirements or conditions demanded herein shall be amendable, at the request of FINDETER, before the selection; as long as, at discretion of the Financier, it does not imply modification to the conditions of the service offered.

NOTA 2: The contracting entity reserves the right to consult the truthfulness of the financial statements with entities to which, by legal provision, correspond the surveillance of the bidder and, failing this, it shall use suitable means to make such consultation. This shall not imply that bidders may complete, supplement or improve their proposals.

Indexes to be evaluated shall be calculated with basis on the financial statements 2018 of the legal entity.

INDEX	VARIABLES	CONDITION
Level of Indebtedness	Total Liabilities/ Total Assets	<= 70%
Liquidity	Current Assets / Current Liabilities	>= 1.2 Times
ROE	Net Profit / Equity	>= 6%

NOTE 3: in case of consortiums or temporary associations, indexes shall be calculated in accordance with the ownership interest of each one of the partners, multiplied by the corresponding item to make the calculation.

Example:

Liquidity

$$= \frac{((\text{current assets int 1}) * (\% \text{ ownership int 1})) + ((\text{current assets int 2}) * (\% \text{ ownership int 2}))}{((\text{current liab int 1}) * (\% \text{ ownership int 1})) + ((\text{current liab int 2}) * (\% \text{ ownership int 2}))}$$

FINANCIAL VERIFICATION (ENABLING)

It shall be made with basis on the review of all documents contained in the original proposal, according to the Minimum Requirements herein and to the current legal provisions.

This is an aspect that shall enable or disable the bidder to continue in the process.

Indexes to be evaluated shall be calculated with basis on the financial statements 2018 of the legal entity.

INDEX	VARIABLES	CONDITION
Level of Indebtedness	Total Liabilities/ Total Assets	<= 70%
Liquidity	Current Assets / Current Liabilities	>= 1.2 times
ROE	Net Profit / Equity	>= 6%

NOTE: For this verification, FINDETER shall make calculations with rounded figures, with two decimals.

3.4. ENABLING REQUIREMENTS OF TECHNICAL NATURE

To enable an offer technically, it shall be verified that the bidders comply with the following minimum experience criteria required:

1. Bidders shall prove specific experience, with the submission of MAXIMUM FOUR (04) CERTIFICATIONS OF AGREEMENTS, FINISHED AND EXECUTED, complying with the following conditions:

- a. *The bidder shall prove experience in the design, elaboration, formulation and implementation of models of intelligent cities or urban renewal, focused on Intelligent Cities / Future Cities.*
- b. *The sum of the values of proved and certified contracts shall be equal or greater than fifty percent (50%) of the value of the **Estimated Budget – PE**, expressed in SMMLV (Current Minimum Monthly Wages).*

2. It shall be verified that the bidder proves specific experience in the legal and financial structuring of infrastructure projects¹, with the submission of MAXIMUM THREE (03) CERTIFICATIONS OF CONTRACTS FINISHED AND EXECUTED, with compliance of the following conditions:

- a. *CAPEX estimated of all contracts proved, which subject matter is structuring, shall be equal or greater than \$ 20,000,000,000 (twenty billion Colombian pesos), at prices of July 31, 2018.*
- b. *Contracts entered into to make legal and financial structuring had to be subscribed within ten (10) years before the date provided in the schedule for the submission of offers under this bid.*

RULES TO PROVE SPECIFIC EXPERIENCE OF THE BIDDER

Whenever certifications or records of specific experience are submitted, executed in any kind or form of association, activities of each one of the partners shall be individually quantified, as it follows:

¹ Construction of building, transportation, energetic, hydrayluc and/or communications infrastructure.

If ownership interest was equal or greater than fifty percent (50%), activities fully executed shall be taken into account. If ownership interest was lower than fifty percent (50%), activities shall be quantified proportionally to the partner's ownership interest in the respective form of association.

Note: For purposes of recording the proportion of the specific experience in an activity, the measurement unit and/or capacity of the structure and/or component, of the specific experience, which is required to prove, shall be taken into account.

If a contract or project, submitted to prove experience, was executed by a plural bidder and two (2) or more of its members incorporated a plural bidder to participate in this process, said contract or project shall be understood as submitted as one (1) sole contract or project and, for the experience to be proved, the sum of all percentages of the members of the Consortium or Temporary Association who executed the contract and who are participating in this process shall be taken into account.

Whenever this case arises, the contract shall be taken into account in the full ownership interest of the members who incorporated the plural bidder, who acquired the experience, and who are participating in this bid.

And, if any of the members had 50% of ownership interest or more, said contract shall be understood as submitted as one (1) sole contract or project, and only the experience of this member shall be quantified under this rule. Ownership interest of other members in said contract or project shall not be accrued, as long as only 100% of the experience executed in the contract or project submitted may be proved.

Amount of the contract shall be quantified proportionally to the ownership interest of the member in the respective form of association.

Individual specific experience may be accrued by each one of the members, with the purpose of reaching (100%) the specific experience required.

- **Budget and payment conditions**

Estimated budget for the execution of the Project shall be up to TWO BILLION FIFTY-EIGHT MILLION EIGHT HUNDRED NINETY THOUSAND THIRTY-FIVE PESOS LEGAL TENDER (\$2,058,890,035). Including costs, expenses (direct and indirect), unforeseen circumstances, profits and other expenses that may arise. Exempt from taxes, rates and contributions, by virtue of article 96 of Law 788 of 2002 and Regulatory Decree No. 540 of 2004.

The following minimum and maximum amounts shall be taken into account for the call:

Description	Minimum Amount (80% of the maximum amount)	Maximum Amount
TOTAL ESTIMATED BUDGET	\$1,647,112,028	\$2,058,890,035

In any case, the bidder shall offer a corrected value that shall not exceed 100% or be lower than 80% of the budget established for the call. If the latter is not complied, the offer shall be rejected.

METHOD OF PAYMENT:

THE CONTRACTING PARTY shall pay to THE CONSULTANT the amount for which the contract is awarded, according to the offer selected. CONSULTANT shall deliver reports containing products requested, which shall be billed once they are approved by SUPERVISION, prior acceptance by the members of the technical committee, as it follows:

PHASE	No	PRODUCT	% of payment with respect to the total value of the contract
BEGINNING	1	Work plan, methodology and schedule report	10%
TECHNICAL, SOCIAL MANAGEMENT AND GENDER EQUALITY	2	Diagnostic report Territorial Measurement component Report: Report about the Communication, disclosure, social accompaniment and gender equality components.	28%
	3	Document containing Formulation of the Strategic Plan SANTA SMART-A	
	4	Document describing the technical and operative structuring of the Control and Operations Integrated Centre.	30%
LEGAL AND FINANCIAL	5	Due Diligence	22%
	6	Report about the Analysis of Alternatives for the implementation of the Project	
	7	Financial Structuring Report	
	8	Report of activities developed in the accompaniment of the selection and contracting process.	
FINAL	9	Final and executive Report.	10%

NOTE 1: The value of this contract corresponds to the lump sum by virtue of which THE CONSULTANT undertakes to execute the Contract entirely, under the terms and conditions described on the terms of reference, and on the technical documents annexed. Therefore, it shall be understood that the contract arising from the call shall not correspond to a Contract by unit prices; and it shall not imply that any variation to prices or quantity of units offered on the offer shall be recognized.

The lump sum shall include all costs, among them, personnel, costs for printing documents, communications, trips, accommodation, food, taxes and all other expenses incurred by THE CONSULTANT in the provision of the services described.

NOTE 2: In any case, CONSULTANT shall take recommendations of the contract supervisor, who shall transmit suggestions of the monitoring technical committee, to make adjustments in the collection of information. Likewise, all reports shall be approved by the contract supervisor.

NOTE 3: Notwithstanding progress on the chart above, that CONSULTANT may make, products shall only be approved in the strict order listed. Payments provided above shall be made within the fifteen (15) days following issuance of the invoice and/or fulfillment at satisfaction by the Contract Supervisor, where compliance at satisfaction of the subject matter and of the obligations acquired shall be evidenced; prior submission of the relevant invoice, and prove of payment of contributions to the Integral Social Security System (health, pensions, occupational risks), as well as payment of parafiscal contributions (SENA, ICBF, family allowance), by THE CONSULTANT, relevant to the respective period, according to the provisions of article 50 of Law 789 of 2002, and other regulations on the subject.

- **Project duration and expected deliverables**

The term to execute the contract shall be TEN (10) MONTHS, from the subscription of the Minute of Contract Start-up, prior approval of guarantees by FINDETER and issuance of the Contract's Budgetary Record.

1.3.1. PRODUCTS AND BASE SCHEDULE:

Below are established the products to be delivered by THE CONSULTANT, in each one of the stages on which the project shall be developed, with estimation of the deadlines according to the term of the contract:

PHASE	COMPONENT	PRODUCT	DEADLINE
1. BEGINNING		Work plan, methodology and schedule report	15 days

2. TECHNICAL, SOCIAL MANAGEMENT AND GENDER EQUALITY	2.1 STRATEGIC PLAN FOR THE INTELLIGENT AND COMPREHENSIVE HISTORIC CENTER (SANTA SMART-A).	Diagnostic	Up to 4 Months
		Document containing Formulation of the Strategic Plan for the Intelligent and Comprehensive Historic Centre (Santa Smart-A)	Up to 4.5 Months
	2.2 CICO	Document describing technical and operative structuring of the Control and Operations Integrated Centre	Up to 9 Months
3.LEGAL AND FINANCIAL	One	Due Diligence	Up to 1.5 Months
		Report of Analysis of Alternatives for the implementation of the project	Up to 3 Months
	Two	Financial Structuring Report	Up to 8 Months
		Report with activities developed in the accompaniment of the selection and contracting process.	From 8 to 9 months
4 FINAL		Final and executive report.	From 9 to 9.5 Months

PARAGRAPH. All deliverables mentioned above shall be reviewed and approved by the technical committee and the supervisor of the contract to be subscribed. If products do not correspond to contents required, surveillance may request rescheduling products delivery, as it may correspond. Likewise, supervisor may start the relevant contractual remedies to achieve compliance of the subject matter of the contract. If any comments to deliverables arise, they shall be incorporated to final works performed by THE CONSULTANT. In any case, THE CONSULTANT shall take recommendations of the contract's supervisor, who shall transmit suggestions of the technical committee. Likewise, all reports shall be approved by the contract's supervisor, prior favorable concept of the technical committee.

Note 1: It shall be a mandatory condition, for THE CONSULTANT selected, to deliver products and documents arising from the contract in Spanish language.

Note 2: Professionals of the CONSULTANT's work team, assigned to interact with the contracting entity, surveillance, state entities, groups of interest and the community in general, shall necessarily do it in Spanish language.

Note 3: CONSULTANT shall take into account, on its work plan, the methodology and schedule report, and the deadlines for reviewing, adjusting and approving each one of the products. Findeter's review, eight (8) business days; CONSULTANT's adjustment, four (4) business days; and three (3) business days for FINDETER, to verify adjustments made by CONSULTANT.