

## NAME OF THE PROJECT.

***TECHNICAL, ADMINISTRATIVE, FINANCIAL, ACCOUNTING, SOCIAL AND OF GENDER EQUALITY, ENVIRONMENTAL AND LEGAL OVERSIGHT CONTRACTING FOR THE PROJECT NAMED: “EVALUATION OF ALTERNATIVES, FEASIBILITY AND DETAIL ENGINEERING DESIGNS FOR THE COLLECTORS IMMERSSED IN THE WATER SANITATION MIROLINDO PICALAÑA, IN THE MUNICIPALITY OF IBAGUE”.***

## BACKGROUND.

With the purpose of supporting and favoring Colombia's development, the Foreign and Commonwealth Office (FCO) and FINDETER, subscribed a MoU for the execution of the Prosperity Fund, on November 23 of 2017, for an amount of twelve million eight hundred thousand sterling pounds (£12.800.000). The following are objectives of the agreement:

- *Urban Development, to improve the infrastructure of Colombian cities, to: a) help complying with the Sustainable Development Objectives of the UN, specially objective 11 “Sustainable, resilient and safe Cities and Communities”; b) support inclusive economic growth, reduction of poverty and gender equality, taking into account the following problems: (i) urban planning, (ii) gender equality, (iii) mobility and transportation; (iv) access to public utilities; and (v) adaptation to climate change and risk mitigation.*
- *To generate tools for the development of strategies for the management and promotion of rail transportation in Colombia, and to create a new transportation alternative for persons and load. These have to be accessible, economic, responsible in the matters of gender and effective. Operative, environmental and economic efficiencies shall be taken into account, through the identification of financial and technical development opportunities and regulatory instruments for their implementation.*
- *To improve effectiveness, efficiency, cost reduction and systematization of contracting processes of the different programs in Colombian regions. The objective is to promote and improve equality and fair competence conditions for foreign investment, through the growth of transparency and responsibility and the reduction of corruption potential in contracting processes.*

Resources of the urban development component, to achieve the Sustainable Development objectives of the UN, were defined on the allocation to ten (10) cities, selected by means of a research contracted by the British Embassy in Colombia and developed by the firm Ernst & Young. One of the ten (10) cities selected was Ibague, Tolima.

To this extent and according to the covenants made on the MOU, subscribed by the Foreign and Commonwealth Office (FCO) and FINDETER, ***“EVALUATION OF ALTERNATIVES, FEASIBILITY***

**AND DETAIL ENGINEERING DESIGNS FOR THE COLLECTORS IMMERSSED IN THE WATER SANITATION MIROLINDO PICALEÑA IN THE MUNICIPALITY OF IBAGUE”, INCLUDING TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM”** shall be contracted, which shall allow taking action to satisfy the needs in the matters of basic sanitation, currently present in the population of each territory.

Taking into account the foregoing, it has been evidenced that contracting **THE TECHNICAL, ADMINISTRATIVE, FINANCIAL, ACCOUNTING, SOCIAL AND OF GENDER EQUALITY, ENVIRONMENTAL AND LEGAL OVERSIGHT FOR THE PROJECT NAMED: “EVALUATION OF ALTERNATIVES, FEASIBILITY AND DETAIL ENGINEERING DESIGNS FOR THE COLLECTORS IMMERSSED IN THE WATER SANITATION MIROLINDO PICALEÑA IN THE MUNICIPALITY OF IBAGUE”** is required.

Additionally, it is pertinent to highlight that information for Ibague’s project was sent by email of May 7, 2018 and on June 8, 2018 the document “*Convenience Analysis*” was sent to FINDETER, as well as the drawings and cartography that shall serve as input for the activities of study and design, subject matter of the oversight to be contracted.

Technical information supporting the call to tender for Ibague’s project corresponds to documentation prepared by the Municipality of Ibague and by IBAL S.A. E.S.P. Said information includes, among others, identification, characterization of the service to be contracted, activities to be developed, description of the needs and information about the existing infrastructure.

Taking into account that two calls to tender were made, PAF-FCO-I-005-2018 and PAF-FCO-I-020-2019, under the modality of private Call to Tender, and no bidders submitted any offer, the Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Foreign and Commonwealth Office (FCO), by means of express request, required the new selection process to be made under the modality of **PUBLIC CALL TO TENDER**.

In accordance with the foregoing and with the covenants made on the MOU, subscribed by the Foreign and Commonwealth Office (FCO) and FINDETER, said project shall be contracted and therefore it shall be necessary to contract **THE TECHNICAL, ADMINISTRATIVE, FINANCIAL, ACCOUNTING, SOCIAL AND OF GENDER EQUALITY, ENVIRONMENTAL AND LEGAL OVERSIGHT OF THE PROJECT NAMED: “EVALUATION OF ALTERNATIVES, FEASIBILITY AND DETAIL ENGINEERING DESIGNS FOR THE COLLECTORS IMMERSSED IN THE WATER SANITATION MIROLINDO PICALEÑA, IN THE MUNICIPALITY OF IBAGUE”**.

In consequence, Oversight activities include reviewing and approving all products, where it shall be obligatory for the inspector to ensure the project contractor makes all adjustments and corrections required, about products timely delivered. Being the inspector fully aware of the mechanisms provided by the contract, to urge the effective compliance by the project contractor and to guarantee that activities shall be developed in accordance with the Terms of Reference; within the deadlines provided by the Contracting party and within the schedules and work plans made by the studies and designs made by the contractor and approved by the oversight. Activities mentioned shall include

verification, control, demand, prevention, as well as obligations to absolve, cooperate and require methodologies, calculations and test protocols for the same.

Inspector shall ensure the evaluations and designs contractor complies with the design requirements provided on the current provisions, for the area of water and basic sanitation, specially the current version of the Technical Rules for Drinking Water and Basic Sanitation, RAS, issued by the Ministry of Economic Development of the Republic of Colombia, today Ministry of Housing, City and Territory–MVCT, and the Manual of Good Practices in Engineering, corresponding to the Drinking Water and Basic Sanitation Sector.

Oversight activity on the preparation of evaluations and designs implies, by its very nature, an impartial and neutral position to be able to develop his obligations. Therefore, on the interpretation of control, in making decisions, in inspecting parameters, methodology and other elements contemplated on the design, oversight shall comply with the objectives of its contractual activity.

## SCOPE AND PURPOSES.

With the purpose of complying with the Memorandum of Understanding, subscribed between FINDETER and the Foreign and Commonwealth Office (FCO), and in accordance with its guidelines, a call to tender is being made, with the purpose of selecting the contractor for the execution the project: **“EVALUATION OF ALTERNATIVES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE COLLECTORS IMMERSSED IN THE HYDRIC SANITATION PLAN MIROLINDO PICALAÑA OF THE MUNICIPALITY OF IBAGUÉ”, INCLUDING TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM”**.

Therefore, accompaniment of an oversight is required. Oversight shall be executed in two phases, clearly defined and restricted, so that the Inspector shall exercise control and surveillance, ensuring adequate compliance of the contract for the execution of evaluations and designs of the cited project. Likewise, execution of the project by phases shall ensure adequate control of the compliance of obligations inherent to the Oversight contract, by the surveillance to be made by the contractor.

## PROCUREMENT PROCESS SCHEDULE.

Activity	Date, time and place (as it may correspond)
Publication of the Terms of Reference, examination of the need, annexes, technical documents and other documents related with the process.	October 24, 2019.
Hearing to clarify the Terms of Reference.	October 29, 2019. Time: 09:00 a.m. Place: Oficina Principal FINDETER – Auditorio Colombia Calle 103 No. 19 - 20, Bogotá D.C. <a href="mailto:tercerosfindeter@findeter.gov.co">Online Assistance: tercerosfindeter@findeter.gov.co</a>
Reception of observations to the Terms of Reference and annexes.	Until October 29, 2019 Until 05:00 p.m.

Publication of the observations to the terms of reference response Report, addendum (if applicable) and annexes or prove of non-presentation of observations.	November 05, 2019.
<b>Closing –deadline to submit the offer Envelope No. 1 and 2 and Opening Envelope No. 1.</b>	<b>November 13, 2019.</b> <b>Until 2:00 p.m.</b> <b>Place: Correspondencia FINDETER.</b> <b>Calle 103 No. 19 – 20 Bogota D.C.</b>
Publication of the enabling requirements verification report and rectifications request.	November 18, 2019.
Opportunity to rectify and submit observations to the enabling requirements report.	Until November 21, 2019. Until 05:00 p.m. Lugar: Correspondencia FINDETER. Calle 103 No. 19 - 20, Bogotá D.C. <a href="mailto:tercerosfindeter@findeter.gov.co">tercerosfindeter@findeter.gov.co</a>
Publication of the definitive enabling requirements verification Report.	November 26, 2019.
Opening Envelope No. 2 – Economic proposal and additional experience of offers enabled.	November 27, 2019. Time: 10:00 a.m. Place: Dirección de Contratación FINDETER, Calle 103 No. 19 – 20 Bogotá D.C.
Publication of the economic evaluation Report and score assignment (eligibility order).	November 29, 2019.
Deadline to file observations to the economic evaluation report and score assignment (eligibility order).	Until December 02, 2019. Until 05:00 p.m.
Publication of the definitive evaluation report and score assignment (eligibility order) and consultant selection minute or cancelation of the bid, as it may correspond.	December 05, 2019.

## ESTIMATED BUDGET.

The following is a summary of the project costs:

Estimated Budget: Oversight Ibague	
Description	TOTAL VALUE
PHASE 1: Feasibility Evaluation Oversight.	\$ 185.858.540
PHASE 2: Detailed Designs Oversight.	\$ 312.175.250
<b>TOTAL ESTIMATED BUDGET – PE (Phase 1 + Phase 2).</b>	<b>\$ 498.033.790</b>

The following is a summary of the values corresponding to the minimum value (90%) and to the maximum value of each one of the Phases, and the total value of the estimated budget.

PHASE	MINIMUM PHASE VALUE (90% of the Total or Maximum Value)	MAXIMUM PHASE VALUE
PHASE 1: Feasibility Evaluation Oversight.	\$ 167.272.686	\$ 185.858.540
PHASE 2: Detailed Designs Oversight.	\$ 280.957.725	\$ 312.175.250

Total Estimated Budget		
	MINIMUM PROJECT VALUE (90% of the Total or Maximum Value)	MAXIMUM PROJECT VALUE
SUBTOTAL ESTIMATED BUDGET – PE (Phase 1 + Phase 2): Ibagué's oversight.	\$448.230.411	\$498.033.790.00

According to the foregoing, the Estimated Budget– total PE for the project execution shall be up to **FOUR HUNDRED NINETY-EIGHT MILLION THIRTY-THREE THOUSAND SEVEN HUNDRED NINETY PESOS (\$498.033.790,00) LEGAL TENDER**, including transportation costs, expenses, taxes, rates and other contributions applicable. The value of the economic offer shall not be lower than the minimum value, or higher than the maximum value, under penalty of rejection of the offer. Said condition shall apply to each phase.

#### **ADMINISTRATIVE REQUIREMENTS FOR THE SUBMISSION OF BIDS.**

#### **ENABLING REQUIREMENTS.**

FINDETER shall verify the legal, financial and technical enabling requirements, as it follows:

- a. *Legal Verification: Verification of compliance with all legal requirements and all requirements provided on the terms of reference.*
- b. *Technical Verification: Verification of compliance with the specifications established on the terms of reference and with the minimum criteria required from the point of view of experience and conflicts of interest.*
- c. *Financial Verification: Verification of the financial factors provided herein.*

#### **LEGAL ENABLING REQUIREMENTS.**

The bidder, in order to enable his offer, shall comply with the legal requirements and provide with the offer all the following documents:

## EXISTENCE AND LEGAL REPRESENTATION.

The bidder, national or foreign legal entity, with branch and/or domicile in Colombia, shall prove its existence and legal representation by submitting a certificate issued by the corresponding Chamber of Commerce, where the following shall be verified:

1. *Issuance date of the existence and legal representation certificate: The date of issuance shall not be greater than thirty (30) calendar days before the date provided as deadline for this process.*
2. *Business Purpose: Shall be related with the subject matter to be contracted or contemplate activities related with the same.*
3. *Faculties of the Legal Representative: Faculties of the legal representative shall give him authority to submit the offer, subscribe the contract arising from this selection process, in case of being awarded, and bind the company.*
4. *Legal Representative Limitations: If the content of the Certificate issued by the Chamber of Commerce indicates that the legal representative has limitations to submit the offer and/or to contract and bind the company, the legal representative shall prove to be authorized by the competent body to submit the offer and to subscribe the contract in case of being selected; and, if the faculties of the Legal Representative are required to be established on the bylaws, a copy of the relevant part of the same shall be attached.*
5. *Said authorization had to be given before closing this selection process. Definitive absence of sufficient authorization or no submission of said document, within the term required by the entity, or no accreditation of the same after closing, shall determine the lack of legal capacity to submit the offer and, therefore, it shall be rejected.*
6. *Domicile: The legal entity shall count with a domicile or branch domiciled and duly registered in Colombia.*
7. *Term of incorporation: The legal entity had to be registered within the (1) year before closing this selection process.*
8. *Branches shall certify they were registered in Colombia within the (1) year before closing this selection process.*
9. *Term: Term shall be equal to the term of execution of the contract, plus five (5) years.*
10. *Appointment of the auditor, if applicable.*
11. *A foreign legal entity, without branch and/or domicile in Colombia, shall prove this requirement with the document equivalent in his country of origin. The equivalent document submitted shall be understood to be filed under oath, which shall be understood as taken with the submission of the offer.*

***In case of consortiums or temporary associations, each one of the partners shall individually comply with these requirements.***

If requirements provided above are not complied, the proposal shall not be legally enabled. Clarifications of the enabling documents shall be submitted by the bidder on the terms and within the terms provided by the entity.

**DOCUMENT OF INCORPORATION OF A PLURAL BIDDER (IF APPLICABLE).**

The bidder shall submit the document of incorporation of the plural bidder, where it shall be evidenced that:

1. Each one of the partners of the plural structure, and their legal representative, shall submit the document of incorporation of the plural bidder, accompanied by:
  - a. *Legible copy of the citizenship card (both sides) of the individuals.*
  - b. *Legible copy (both sides) of the citizenship card of the legal representative of legal entities.*
  - c. *In case of a foreign individual with domicile in Colombia, and of a legal entity with commercial establishment or branch in Colombia, a copy of the foreigner's identification card or residence permit of the individual bidder or of the legal representative of the legal entity or manager of the branch.*
  - d. *In case of a foreign individual, without domicile in Colombia, or of a foreign legal entity without commercial establishment or branch in Colombia, a legible copy of the passport of the individual bidder or of the legal representative of the legal entity shall be submitted.*
  - e. *If the citizenship or foreigner's identification card is in process, provisional document issued by the Colombian National Civil Service Registry shall be taken as a valid document.*
2. The business purpose of the consortium or temporary association, which shall be the same of the subject matter to be contracted.
3. Appointment of a representative, who shall have the capacity to act on behalf and in representation of the consortium or temporary association. Likewise, an alternate shall be appointed, to replace the legal representative in case of temporary or definitive absence.
4. Assignment of the domicile of the consortium or temporary association.
5. Provide if equity interest is under a consortium or under a temporary association and, in the latter case, expressly provide the activities, terms and extension of the equity interest of each one of the partners in the offer and in the execution of the contract.
6. Clearly and expressly provide who, of those who are part of the consortium or temporary association, shall be liable for the compliance of all and each one of the obligations arising from the offer and the contract. For the members of the consortium, joint in respect to penalties for non-compliance of obligations arising from the offer and from the contract; and limited in case of a temporary association, according to the equity interest of the partners.

7. Term of the consortium or temporary association, which shall not be less than the term of execution of the contract plus one (1) year.
8. For this call to tender, if only one (1) of the partners of a plural bidder proves specific experience, its equity interest in the contract shall be not be lower than fifty percent (50%).
9. Additionally, the partner who contributes with the greatest credit limit shall have an equity interest, in the consortium or temporary association, not lower than thirty percent (30%). If two (2) credit limits of the same value are contributed, this condition shall be considered as complied if at least one of the partners providing the credit limit proves an equity interest not lower than 30%.
10. In no case shall the percentage distribution be higher than 100%.

Non-compliance of the equity interests above shall constitute cause of REJECTION of the offer. Likewise, rejection shall proceed if, within the rectification, equity interests of the partners of a plural bidder are modified or it is evidenced that its incorporation took place after closing the selection process.

#### **FINANCIAL ENABLING REQUIREMENTS.**

For the offer to be financially enabled, the national, foreign with a branch in Colombia or foreign bidder without a branch in Colombia shall submit one or several credit limits, addressed to this call to tender; and each one of them shall comply with the following requirements:

1. *A credit limit letter, issued by the financial institution supervised by the Financial Superintendence of Colombia, shall be submitted.*
2. *Company name of the financial institution issuing the certification.*
3. *Full name, position and signature of the financial institution's officer, authorized to issue the certification.*
4. *On proposals submitted through a Consortium or Temporary Association, the partner providing the highest credit limit shall have an equity interest, in the consortium or temporary association, not lower than 30%. If two (2) credit limits of the same value are provided, condition shall be complied if at least one of the partners who provides the credit limit proves an equity interest not lower than 30%.*
5. *The date of issuance of the credit limit certification shall be not later than sixty (60) days before the date of closing hereof.*
6. *The value of the credit limit shall be equal to or higher than al 20% of the budget hereof. If this condition is not fulfilled, there shall not be place for rectification.*
7. *The credit limit letter shall expressly indicate to be addressed hereto.*

Submission of overdraft limits, credit cards, TDC's, saving accounts, bonds, securities, representative certificates, bank guarantees and/or stand-by credit letters, factoring or any other kind of mechanism, different than a credit limit, shall not be accepted.

The contracting entity reserves the right to consult aspects of the credit limit considered as convenient. The credit limit may be confirmed in any other stage of the call to tender, before awarding it. If, at the moment of verification of the credit limit, the financial institution confirms its reduction, the offer shall be REJECTED.

**NON-submission of the credit limit letter or NON-compliance of the amount required by the credit limit letter shall not be susceptible to rectification. Nevertheless, it shall be possible to rectify any other data or different information of the credit limit letter; therefore, the document provided even with a date later than closing shall be valid.**

**Note:** In case of consortiums or Temporary Associations, for the financial evaluation of the credit limit, an arithmetic sum of each value of the limit submitted by each one of the partners shall be made. Likewise, arithmetic sum of each credit limit value, provided by the bidder, either an individual or a legal entity, shall be made. In which case, to be taken into account all credit limits provided shall comply with the requirements of the precedent numerals.

#### **TECHNICAL ENABLING REQUIREMENTS.**

To enable the offer, compliance of the bidders with the following enabling requirements shall be verified:

#### **SPECIFIC EXPERIENCE OF THE BIDDER.**

The technical enabling factor in this component shall be in any of the following options:

- **COMPLETION OF EVALUATIONS AND DESIGNS OF THE SEWAGE SYSTEM COMPONENTS.**
- **OVERSIGHT OF THE EVALUATIONS AND DESIGNS OF THE SEWAGE SYSTEM COMPONENTS.**

For the purposes of proving said experience, the bidder shall provide **MAXIMUM THREE (3)** certifications of contracts finished and executed, compliant with the following conditions:

1. The sum of the contract values provided shall be equal to or higher than one (1.0) time the value of the total estimated budget– PE of the process, expressed in current legal minimum monthly wages.
2. One of the contracts provided shall prove **EXPERIENCE IN THE COMPLETION OF EVALUATIONS AND DESIGNS OF SEWAGE SYSTEM COMPONENTS** or **OVERSIGHT OF**

**THE COMPLETION OF EVALUATIONS AND DESIGNS OF SEWAGE SYSTEM COMPONENTS**, which value shall be equal to or higher than 0.5 times the value of the sum of the Estimated Budget – PE, expressed in current legal minimum monthly wages. *Which shall include evaluations and designs of sewage networks or oversight of studies or designs of sewage networks.*

**NOTE:** To prove the particular condition previously provided, only the value corresponding to the activity of COMPLETION OF EVALUATIONS OR DESIGNS OF SEWAGE SYSTEM COMPONENTS shall be taken into account. The value of other projects, activities or experiences, different than the COMPLETION OF EVALUATIONS OR DESIGNS OF SEWAGE SYSTEM COMPONENTS or than OVERSIGHT OF EVALUATIONS OR DESIGNS OF SEWAGE SYSTEM COMPONENTS shall not be taken into account for the purposes of proving the particular condition of value.

**SEWAGE SYSTEM.** Group of items and structures which function is the collection, conduction and evacuation, towards treatment plants and/or water receiving bodies, of waste and/or rain waters in a city or municipality. Sewage systems also include works required for the transportation, treatment and final disposition of these waste and/or rain waters.

**Sewage Network:** Group of conducts which function is collecting, conducting and evacuating receiving waters or rain waters.

#### **RULES TO PROVE SPECIFIC EXPERIENCE OF THE BIDDER.**

Where certifications or prove of specific experience, executed by means of any form of association, are provided, activities for each one of the partners shall be individually quantified as it follows:

Where participation was equal or higher than fifty percent (50%), activities executed in full shall be taken into account. If participation was lower than fifty percent (50%), activities shall be quantified proportionally to the equity interest of the partner in the respective form of association.

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

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

In this case, full participation of the partners integrating the plural bidder who acquired the experience and who participate in this process shall be taken into account. If any of the partners has a participation of 50% or more, said contract shall be considered as contributed as one (1) sole contract or project, and only the experience of this partner shall be quantified under this rule. The equity interest of all other partners in said contract or project shall not be accrued; therefore, only 100% of the experience executed in the project or contract provided shall be proved.

The value of the contract shall be quantified proportionally to the equity interest of the partner in the respective form of association.

Individual specific experience may be accrued for each one of the members, with the purpose of achieving one hundred percent (100%) of the specific experience required.

**EXPERIENCE ACQUIRED THROUGH AN INTERNATIONAL NETWORK OF FIRMS:**

Experience acquired through an international network of firms shall be considered valid. In consequence, if the bidder is a member of an international network of firms, it: (i) may submit certifications of the contracts executed by any of the members of the international network; (ii) shall submit a certification where it shall be specified that both the bidder and the company which executed the contract are members of the international network; and iii) shall provide the Form- “*Certification and/or letter of pertaining to the International Network of Firms*”, where the bidder, member of the firm, shall provide certification and/or letter proving it is member of the International Network of Firms.

*Prove of experience of companies controlled by the bidder, or by members of the plural structure, or by its parent company, or by companies controlled by its parent company, or by an affiliated or its subsidiaries, shall be accepted.*

*Experience arising from excised contracts or projects shall not be accepted.*

*Conversion to current minimum legal monthly wages (SMMLV) shall be made, in accordance with the total executed value of the contract, project or activity (if specific experience in certain activity is required) on the date of termination, or on the date of subscription of the delivery certificate and final receipt of the same, in accordance with the current Colombian legal minimum monthly wage on said date.*

For the purposes of conversion to minimum wages, if the bidder provides supports, both of the date of termination and of the date of subscription of the delivery certificate and/or final receipt, the date to be taken into account for conversion shall be the date of termination of the contract.

If, within the corresponding stage, the bidder does not provide documents compliant with the conditions provided in the alternatives to prove experience; where the total contract value executed may be verified, for the purposes of calculating the SMMLV, said contract or project shall not be taken into account to prove this experience criterion.

For the latter purposes, the entity shall also convert the estimated budget of the call to tender to Current Legal Minimum Monthly Wages on the closing date.

Specific experience of the bidder may be proved through complying with the following alternatives:

**Alternative A.** Submission of a certification or prove issued by the contracting entity, where subject matter of the contract or project, date of termination, equity interest of the bidder, activities and/or products required as specific experience, execution and termination and liquidation of the contract or project shall be evidenced. In no case shall a certification or prove only issued by the external inspector of the contracting party shall be accepted.

**Alternative B.** It shall be possible to provide a copy of the certificate of completion or final delivery (or a document replacing it) or a copy of the liquidation certificate, as long as these documents contain the following information, at least: subject matter of the contract or project, total or final value, date of termination, equity interest of the bidder, activities and/or products required as specific experience, execution, termination or liquidation of the contract or project. These documents shall be subscribed, as it may correspond, by the Inspector and/or supervisor and/or representative of the contracting entity and the Consultant.

If documentation described in any of the alternatives mentioned above corresponds to a PUBLIC DOCUMENT<sup>1</sup> granted abroad, it shall be **submitted apostilled or legalized by the appointed bidder, as it may correspond**, in accordance with the requirements provided herein. Notwithstanding the foregoing and if it is not possible to follow said procedure, a simple copy of said documents may be provided, accompanied by a sworn statement executed before a Notary Public. If the sworn statement is executed in a foreign country, it shall be apostilled or legalized, as it may correspond, fulfilling the requirements hereof.

**In any case, experiences and/or certifications of projects where the interested participated as a subcontractor or self-certifications understood as: i) any certification issued by the bidder to prove its own experience; ii) any certification issued by forms of association of which the bidder or its participants have taken part, shall not be accepted.**

Where documents provided do not contain verifiable information, the bidder may attach certificate of completion, certification of partial completion, delivery certification or liquidation certificate. These documents shall be subscribed, as it may correspond, by the Inspector and/or supervisor and/or representative of the contracting party or the consultant. Likewise, the bidder may provide a copy of the relevant support documents (as long as they are issued by the contracting entity or public entity), which allow proving the execution of the contract or

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<sup>1</sup> Public Document: Document executed by a public officer, in exercise of his duties or with his participation. Likewise, it is a document executed by an individual, in exercise of public duties or with his participation. (Decision No. 10547. 14-12-2018. Ministry of Foreign Affairs- Government of Colombia).

project or taking the information necessary.

Nevertheless, the Entity reserves the right to verify the information provided by the bidder and to request clarifications or other documents considered as convenient to prove experience.

In no case shall the bidder change or replace contracts or projects initially provided with the offer, to prove the technical experience required, as they shall not be taken into account. About these contracts or projects, they may only be clarified or information or documents related may be provided, whenever the entity may require so.

In case that, in the alternatives provided above, the equity interest of a plural bidder is not informed, the bidder shall provide the document of incorporation of the form of association or agreement proving said percentage.

For this process, it shall not be valid to prove experience through contracts executed under the form of *Administración Delegada* (type of mandate where the Contractor, on behalf and at the risk of the Contracting party, executes the subject matter of the agreement). Experience intended to be proved by Inter-Administrative Agreements, for which the whole execution of the project intended to be proved was subcontracted, shall not be taken into account.

If, to prove experience, more than one form, or a number of contracts or projects greater than the maximum required are submitted, the first form appearing in consecutive paged order shall be subject to verification; and from that paged order, the first contracts or projects listed in form 3, in their order, until the maximum number provided on the terms of reference. If more than one contract or project, or a certification of several contracts or projects are provided, and the bidder does not provide or partially provides, on the format, those contracts or projects he wants to be taken into account, for the purposes of enabling, contracts or projects of a greater total executed value, up to the maximum number required on the terms of reference shall be taken into account.

## EVALUATION CRITERIA.

### EVALUATION CRITERIA AND PROPOSAL RATING.

Proposals shall be rated by the CONTRACTING PARTY's evaluators. The proposal selected shall be the best rated and most favorable for the entity and for the goals sought by it. For this purposes, it shall be taken into account that the maximum evaluation rate shall be hundred (100) points, resulting from the following factors and evaluation criteria:

RATING FACTOR	RATING
Prove of experience in compromise in terms of social and gender inclusion.	Up to 30 points
Economic Proposal.	Up to 70 points
<b>TOTAL</b>	<b>100 points</b>

And the following application of the evaluation criteria, compliance of former contracts factor.

**EVALUATION ACCREDITATION OF EXPERIENCE IN COMPROMISE IN THE MATTERS OF SOCIAL AND GENDER INCLUSION.**

To get this rating, the bidder shall prove its compromise with social and gender inclusion, by complying with the following requirements:

Certifications of contracts fully executed. Each certification submitted shall prove experience of at least one year in the implementation of or participation in social inclusion and/or gender equality programs, represented in institutional policies and/or social programs. (Said processes should had been developed in activities of social accompaniment of infrastructure works or investigation of the population's socio-economic conditions or participation in social development).

2 contract certifications may be submitted. They shall be rated as it follows:

CERTIFICATE AND/OR CONTRACT COMPLIANT WITH THE CONDITIONS	POINTS
<i>One</i>	<i>15</i>
<i>Maximum Two</i>	<i>30</i>

**EVALUATION OF THE ECONOMIC PROPOSAL (Up to 70 points).**

Economic proposals rating shall be done in accordance with the patterns established on the terms of reference of the Calls to tender which FINDETER is processing. The maximum rating for the economic evaluation shall be seventy (70) points, resulting from the following factor and evaluation criteria:

RATING FACTOR	RATING
Economic Evaluation	Up to 70 Points
TOTAL	70 Points

**PROJECT DURATION AND EXPECTED DELIVERABLES.**

**TERM FOR THE EXECUTION OF THE CONTRACT.**

The general contractual term shall be **FOURTEEN (14) MONTHS**. It corresponds to the sum of the individual terms of each one of the phases. Likewise, the general contractual term shall begin from the subscription of the minute of contract start-up.

Terms have been determined in accordance with the time required for each phase. Distribution of the

terms described above shall be taken into account, independently for each phase, at the moment of preparing the economic proposal.

During the time established between the end of a phase and the beginning of the following phase, THE CONTRACTING PARTY shall not pay any value additional to that established and effectively executed for each Phase on this evaluation.

THE OVERSIGHT CONTRACTOR shall subscribe the minute of contract start-up. The minute of the OVERSIGHT CONTRACT shall be simultaneously executed with the minute of contract start-up of the Evaluations and Designs contractor.

Detailed deadlines for each phase of the project are provided below:

Description of the Phase	Term of Execution	Total Term
PHASE 1: Oversight of Feasibility Evaluations.	Four (4) months	Fourteen (14) Months
PHASE 2: Oversight of Detailed Designs.	Ten (10) months*	

*\*Term of execution of Phase 2 shall be distributed as it follows. To that respect, it is clarified that both components shall be executed simultaneously:*

PHASE 2: OVERSIGHT OF DETAILED DESIGNS	
COMPONENT	TERM OF EXECUTION
Technical component.	Six (6) months
Financial and Legal Structuring and Social and Gender Equality Management Plan Component.	Eight (8) months

Notwithstanding the term of execution of the evaluations and designs contract, which shall be monitored and which estimated term shall be TWELVE (12) MONTHS; it has been considered, within the framework of the obligations provided in the documents of the call to tender, that the term of execution of the OVERSIGHT requires TWO (2) MONTHS more, with respect to the evaluations and designs Contract; with the purpose of guaranteeing adequate closing of the evaluations and designs and the oversight Contracts and of achieving the contractual goals, for which the general term of the contract shall be FOURTEEN (14) months.

## **PHASE 1. OVERSIGHT OF THE FEASIBILITY EVALUATION.**

1. *Verify that the personnel proposed for this Phase, by the evaluations and designs CONTRACTOR, is linked to the CONTRACTOR by means of an employment agreement and/or contract for the provision of services, as well as affiliated and in good standing with payments to the Integral Social Security System.*
2. *Review all technical, legal, environmental and economic documentation, required for the execution of the project, with the purpose of proposing or accepting recommendations of the evaluations and designs contractor.*
3. *Accompany and monitor the evaluations and designs contractor in the verification of the executability conditions of the project.*
4. *Verify the existence of permits, authorizations and licenses, necessary for the development of the evaluations and designs contract.*
5. *In case of any modification to the evaluations and designs contract scope, evaluate and approve the needs of the professional personnel and the availabilities proposed by the evaluations and designs contractor, with the purpose of giving continuity to the contract in Phase 2.*
6. *Verify and approve the personnel proposed by the evaluations and designs contractor, according to the offer submitted and to the Terms of reference. Verify that the same personnel stays until the termination of the contract and complies with the availabilities established.*
7. *Analyze and approve any change of personnel, proposed by the evaluations and designs contractor; verifying that the new worker or professional counts with the same or better conditions offered by the evaluations and designs contractor for the initial personnel.*
8. *Maintain the personnel, proposed on the offer for Phase 1 and approved by the Contractor Supervisor before the execution of the minute of start-up of the OVERSIGHT CONTRACT.*
9. *Constantly and permanently accompany and follow the schedule proposed by the evaluations and designs contractor for this Phase.*
10. *Accompany the process of socialization of the project before the community, and timely inform drawbacks to THE CONTRACTING PARTY and the deputy Supervisor.*
11. *Approve laboratories where tests shall take place, in accordance with the project needs, which shall be certified.*
12. *Verify the calibration of the topography equipment and other used by the evaluations and designs contractor.*
13. *Evaluate the results submitted by the evaluations and designs contractor, according to the needs posed in Phase 1, verifying compliance of the current regulations, in accordance with the type of project to be executed.*

14. *Call the evaluations and designs contractor, the Territorial Entity, the Embassy, the Supervisor of the evaluations and designs contractor and the Oversight, to monitoring committees developed during the execution of the evaluations and designs contract.*
15. *Exercise real time monitoring of compliance with the obligations and objectives of the evaluations and designs objectives, so that early alerts arise in respect to aspects that may make difficult, delay or affect its execution.*
16. *THE OVERSIGHT CONTRACTOR shall count with TEN (10) BUSINESS DAYS, from the date of delivery of the reports and/or products, by the evaluations and designs contractor, to review and issue its concept and, in case of having observations to the same, submit them within the same term to the evaluations and designs contractor, who shall count with TEN (10) CALENDAR DAYS to make the corresponding adjustments.*
17. *Verify compliance with the environmental regulations or contained in concepts or rules issued by the competent environmental authority, applicable to the project.*
18. *With the evaluations and designs contractor, promote special reaction plans, with efficient actions, to resolve and overcome situations which are making difficult the execution of the Phase or which represent management risks; and permanently monitor compliance of said plans.*
19. *During the full execution of the OVERSIGHT CONTRACT, give all recommendations and observations, considered as appropriate, about the information analyzed; and identify possible inaccuracies, gaps and, in general, any condition that, according to his experience, knowledge, methodologies proposed and best practices commonly accepted, may affect the development of the evaluations and designs contract, with the purpose of timely rectifying those aspects.*
20. *Make pertinent observations and recommendations; and approve all documents and deliverables subject matter of the evaluations and designs contract.*
21. *Verify that the evaluations and designs contractor complies with the obligation to identify and process permits and licenses necessary for the future execution of the projects on the work stage; as well as the cost of the same, which shall depend on their nature. These include dumping permits, occupation of riverbeds, easements, land legality and environmental permits, among others.*
22. *Provide weekly (the first business day of the week) and monthly (at the end of the month) reports (within the first five (5) calendar days of the following month) to the alternate supervisor, where the most relevant aspects of the activities developed in each one of the periods of time shall be evidenced, according to the format established. Likewise, reports and other information indicated by the contractor supervisor shall be reported on the technological platform provided for that purpose by FINDETER.*
23. *Provide the personnel offered. Personnel shall be approved by the alternate supervisor, as a requisite to subscribe the minute of contract start-up. Personnel shall be affiliated to the Social Security System.*
24. *Provide and keep the professional, technical and administrative personnel; suitable, qualified and sufficient in accordance with the requirements of the Terms of Reference. As well as the facilities, laboratory and control equipment, proposed in the offer and approved by the CONTRACTING PARTY.*

25. *Submit, before the CONTRACTING PARTY, technical modifications to procedures, which are convenient to resolve problems that may affect the development of the contract.*
26. *Demand from the evaluations and designs contractor all laboratory trials and other tests applicable, in accordance with the regulations of the project; and all required by the INSPECTOR and/or THE CONTRACTING PARTY, to verify the quality of the designs.*
27. *Permanently and by means of the tools necessary, verify that the evaluations and designs contractor complies with the technical regulations applicable.*
28. *Review, evaluate, give concept about and approve manuals made by the evaluations and designs contractor.*
29. *Guarantee the liquidation process and the liquidation of the evaluations and designs contractor and of the OVERSIGHT CONTRACT.*
30. *Demand and obtain, from the evaluations and designs contractor, good standing certifications that may be necessary in accordance with the nature of the contract.*
31. *Project, approve and sign, in the capacity of inspector, all minutes arising during the development of the evaluations and designs contract, such as: contract suspension minutes, suspension extension minutes, restart minutes and others applicable.*
32. *Report, in writing, to THE CONTRACTING PARTY, in a timely, specific and underpinned manner, recommendations made by the INSPECTOR in respect to the legal, technical and administrative actions that THE CONTRACTING PARTY should take before the evaluations and designs contractor.*
33. *Project, submit, approve and subscribe, in the capacity of INSPECTOR, the liquidation minute of the evaluations and designs contract and of the OVERSIGHT CONTRACT, providing the documentation required, in accordance with the guidelines and terms provided by the CONTRACTING PARTY. Answer the requirements of the Contracting Party and of the alternate supervisor, until achieving the subscription of the liquidation minute by the evaluations and designs contractor.*
34. *Submit reports, charts, documents and technical concepts, among others, required and related with the project subject matter of the oversight, which ensure compliance of his duties and of the policies and rules of the Drinking Water and Basic Sanitation sector.*
35. *Timely inform to THE CONTRACTING PARTY and to the deputy Supervisor, facts that may constitute a risk for the project. Informing about progress, financial state of the evaluations and designs contract, results, statistics and technical concepts about results, that shall allow to take corrective measures and improve the conditions of the project or the specifications.*
36. *Others that, by law, the Terms or Reference or the Minute of the OVERSIGHT CONTRACT, may correspond or be necessary for the full compliance of the same and to ensure the correct execution of the evaluations and designs contract, subject matter of the oversight.*
37. *Monitor physical, human, financial and logistic resources; among others (personnel, equipment,*

*instruments and other services necessary for the normal development of the evaluations and designs contract).*

- 38. Certify compliance of the requisites for payments provided on the evaluations and designs contract.*
- 39. Answer claims, suggestions and other requests made by the evaluations and designs contractor. Solve those which are of its competence and immediately notify FINDETER of those which are not of its competence, attaching its concept on the subject.*

## **PHASE 2. DETAILED DESIGNS OVERSIGHT.**

- 1. Verify the personnel proposed for this Phase. Analyze any change proposed by the evaluations and designs contractor in its personnel, verifying that the new worker or professional counts, at least, with the conditions provided on the selection process documents.*
- 2. Review all technical, legal, environmental and economic documentation, required for the execution of projects, with the purpose of proposing and accepting the recommendations made by the evaluations and designs contractors.*
- 3. Accompany and monitor evaluations and designs contractors, in the verification of the executability conditions.*
- 4. Verify the existence of permits, authorizations and licenses necessary to develop the evaluations and designs Contract.*
- 5. Verify the topographic layout made by the evaluations and designs contractor, based on the references delivered; and order corrections whenever differences are found.*
- 6. Verify the progress of the process and attainment of permits, licenses and procedures in charge of the Territorial Entity, necessary to guarantee the execution of the project, if required.*
- 7. Verify and approve the personnel proposed by the evaluations and designs contractor, according to the proposal submitted and the Terms of Reference; and verify that the same personnel stays until the termination of the contract and complies with the availabilities established.*
- 8. Analyze and approve any change of personnel proposed by the evaluations and designs contractor; verifying that the new worker or professional counts with conditions equal or better than those offered by the evaluations and designs contractor.*
- 9. Keep the personnel proposed in his offer, for Phase 2; approved by the Contract Supervisor before the execution of the minute of contract start-up of the OVERSIGHT CONTRACT.*
- 10. Constantly and permanently accompany, as well as monitor, the schedule proposed by the evaluations and designs contractor for this Phase.*

11. *Accompany the socialization process of the project before the community and timely inform drawbacks found to THE CONTRACTING PARTY and to the deputy Supervisor.*
12. *Approve laboratories where tests shall take place, in accordance with the project needs, which shall be certified.*
13. *Verify the calibration of the topography equipment and other equipment used in the evaluations and designs contract.*
14. *Evaluate the results submitted by the evaluations and designs contractor, according to the needs arising on PHASE 2, verifying compliance of the current regulations, according to the type or project to be executed.*
15. *Call the evaluations and designs contractor, the Territorial Entity, the Embassy, the Supervisor of the evaluations and designs contractor and the Oversight, to monitoring committees that shall be developed during the execution of the evaluations and designs contract.*
16. *Monitor, on real time, compliance of the obligations and objectives of the evaluations and designs contract, so that early alerts are generated about aspects that may make difficult, delay or affect its execution.*
17. *The OVERSIGHT CONTRACTOR shall count with TEN (10) CALENDAR DAYS, from the date of delivery of the reports and/or products, by the evaluations and designs contractor, to review and issue its concept and, in case of finding observations to the same, shall notify them within the same term to the evaluations and designs contractor, who shall count with TEN (10) CALENDAR DAYS to make the relevant adjustments.*
18. *Verify that the evaluations and designs contractor rectifies that designs, subject matter of this Phase, are made in compliance with the regulations applicable to the project in environmental matters or provided in concepts or rulings issued by the competent environmental authority.*
19. *Review and approve drawings, designs and final studies, product of the evaluations and designs contractor.*
20. *Promote special reaction plans with the evaluations and designs contractor, with efficient actions to solve and overcome situations which make difficult the execution of this Phase or which represent management risks; and permanently monitor compliance of said plans.*
21. *Give, during the whole execution of the OVERSIGHT CONTRACT, recommendations and observations it may consider as appropriate, about the information analyzed; and identify possible inaccuracies, gaps and, in general, any condition that, according to his experience, knowledge, methodologies proposed and best practices commonly accepted, may affect the development of the evaluations and designs contract, with the purpose of rectifying these aspects timely.*
22. *Review, make the pertinent observations and recommendations and approve all documents and deliverables subject matter of the evaluations and designs contract.*
23. *Verify compliance, by the evaluations and designs contractors, with the obligation to identify and process*

*permits and licenses necessary for the execution of the project in its work stage, as well as their cost, which shall depend on the nature of the same. These include dumping permits, occupation of riverbeds, easements and the legality of lands and environmental permits, among others.*

- 24. Provide weekly (the first business day of the week) and monthly (at the end of the month) reports (within the first five (5) calendar days of the following month) to the alternate supervisor, where the most relevant aspects of the activities developed in each one of the periods of time shall be evidenced, according to the format established.*
- 25. Comply with the personnel offered, which shall be approved by the alternate supervisor, as a requisite for the subscription of the minute of contract start-up, and which shall be affiliated to the Social Security System.*
- 26. Provide and maintain the professional, technical and administrative personnel; suitable and qualified in accordance with the requirements of the Terms of Reference; as well as the facilities, laboratory and control equipment, proposed in the offer and approved by THE CONTRACTING PARTY .*
- 27. Submit before the CONTRACTING PARTY, technical modifications to procedures, that may be appropriate to solve problems that may affect the development of the contract.*
- 28. Verify that the evaluations and designs contractor delivers all EVALUATIONS AND DESIGNS subject matter of the evaluations and designs contract, in accordance with the current regulations.*
- 29. Demand, from the evaluations and designs contractor, all laboratory trials and other tests applied in accordance with the regulations of the project; and those required by the INSPECTOR and/or THE CONTRACTING PARTY, to verify the quality of the designs.*
- 30. Review, study, give concept about and approve manuals made by the evaluations and designs contractor.*
- 31. Ensure the liquidation process of the OVERSIGHT CONTRACT, until de effective liquidation of the contract.*
- 32. OVERSIGHT shall monitor, review and accept with satisfaction the Detailed Engineer Evaluations and Designs and their respective deliverables; purpose of the evaluations and designs contractor and defined in the respective prior evaluations and on the terms of reference of the evaluations and designs contractor.*
- 33. Demand and obtain, from the evaluations and designs contractor, the relevant good standing certifications, according to the nature of the contract.*
- 34. Project, approve and sign, in the capacity of inspector, all minutes arising during the development of Phase 2 of the evaluations and designs contractor, such as: suspension minutes, suspension extension minutes, restart minutes and others applicable.*
- 35. In a timely, specific and underpinned manner, report to the CONTRACTING PARTY, in writing, recommendations made in the capacity of INSPECTOR, in respect to actions of legal, technical or administrative nature that the CONTRACTING PARTY should take before the evaluations and designs contractor.*

- 36.** *Project, submit, approve and subscribe, in the capacity of INSPECTOR, the minute of liquidation of the evaluations and designs contract and of the OVERSIGHT CONTRACT; providing the documentation required, according to the guidelines and terms provided by the CONTRACTING PARTY. Answer the requirements of the Contracting Party and of the alternate supervisor, until achieving the subscription of the minute of liquidation by the evaluations and designs contractor.*
- 37.** *Submit the requested reports, charts, documents and technical concepts, among others, related with the project subject matter of the oversight; ensuring compliance of his duties and of the policy and rules of the Drinking Water and Basic Sanitation sector.*
- 38.** *Ensure the liquidation process of the evaluations and designs contractor and of the OVERSIGHT CONTRACT.*
- 39.** *Timely inform, to THE CONTRACTING PARTY and the alternate Supervisor, facts that may constitute a risk for the project. He shall inform progress, financial state of the evaluations and designs contractor, results, statistics and technical concepts about the results, which allow taking corrective measures and improving the project conditions or specifications.*
- 40.** *Others that by law, the Terms of Reference and the OVERSIGHT CONTRACT Minute correspond to him or are necessary for the full compliance of the OVERSIGHT CONTRACT.*
- 41.** *Monitor physical, human, financial and logistic resources, among others (personnel, equipment, implements and other services necessary for the normal development of the evaluations and designs contract).*
- 42.** *Certify compliance of payment requisites provided on the evaluations and designs contract.*
- 43.** *Answer claims, suggestions and other requests filed by the evaluations and designs contractor, solving those of his competence and immediately notifying to FINDETER those which are not of his competence, attaching his concept to that respect.*