

## **NAME OF THE PROJECT.**

***TECHNICAL, ADMINISTRATIVE, FINANCIAL, ACCOUNTABLE, SOCIAL AND OF GENDER EQUALITY, ENVIRONMENTAL AND LEGAL AUDITING FOR THE PROJECT DENOMINATED “STUDIES OF ALTERNATIVES, FEASIBILITY AND ENGINEERING DETAILED DESIGNS OF THE SEWAGE MASTER PLAN OF THE POPULATED RURAL AND URBAN LOCATIONS IN THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM”.***

## **BACKGROUND.**

With the purpose of supporting and favoring the development of Colombia, the Foreign and Commonwealth Office (FCO) and FINDETER, signed the MoU for the execution of the Prosperity Fund, on November 23 of 2017, by an amount of twelve millions eight hundred and thousand sterling pounds. With the agreement the following objects are sought:

- Urban Development, to improve the infrastructure of the cities in Colombia to: a) help accomplish the Objectives of Sustainable Development of the UN specially objective 11 “Sustainable, resilient and safe Cities and Communities”; b) support the inclusive economic growth, the 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 services and (v) adaptation to climatic change and mitigation of risk.
- Create tools for the development of the strategies concerning the administration and promotion of rail transportation in Colombia, as well as the creation of a new alternative of transportation of people and cargo. These must be accessible, economic, responsible in gender subjects and effective. The operational efficiencies, environmental and economic must be taken into account through the identification and opportunities of financial and technical development as well as by regulatory instruments for their implementation.
- Improvement of the effectiveness, efficiency, costs reduction and systematization of the procurement processes of the different programs in the Colombian regions. The objective is to promote and improve the conditions of equality and fair competence for the foreign investment through the increase of transparency, responsibility and the reduction of potential corruption in the procurement processes.

The component resources to reach the objectives of Sustainable Development of the UN where defined in ten (10) cities selected by means of a study hired by the British Embassy in Colombia and developed by Ernst & Young, where one of the ten (10) cities selected was Valledupar, Cesar.

In this way and according with the compromises agreed in the MoU signed by the Foreign and Commonwealth Office (FCO) and FINDETER the “STUDIES OF ALTERNATIVES, FEASIBILITY AND ENGINEERING DESIGNS OF DETAIL OF THE SEWAGE MASTER PLAN OF THE POPULATED RURAL AND URBAN LOCATIONS OF THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM, will be procured allowing to satisfy the current need that faces the population of each territory to be intervened concerning basic sewerage.

Taking into account what was mentioned above, it is seen that it is needed to hire THE TECHNICAL, ADMINISTRATIVE, FINANCIAL, SOCIAL AND OF GENDER EQUALITY, ENVIRONMENTAL AND LEGAL

AUDITING FOR THE PROJECT DENOMINATED: "STUDIES OF ALTERNATIVES, FEASIBILITY AND ENGINEERING DETAILED DESIGNS OF THE SEWAGE MASTER PLAN OF THE RURAL AND URBAN LOCATIONS OF THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS OF THE EQUALITY GENDER AND SOCIAL INCLUSION PROGRAM".

By the other hand, it is relevant to highlight that the information for the project of Valledupar was sent by means of an electronic mail on June 20 of 2018, where the "Final Sewage Report of Valledupar" was submitted and on July 10 of 2018 a document was sent denominated "Scope of the project", which will be used as the input material for the activities that must be executed in the contract.

The information that supports the call corresponds to the documentation made by the Municipality of Valledupar; which includes the scope to be executed within the project.

Considering that no proponents assisted in the two calls PAF-FCO-I-005-2018 and PAF-FCO-I-020-2019 made under the modality of private Call, The Government of the United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office (FCO), by express solicitude, requested for a new selection process to be made under the modality of a PUBLIC CALL.

According with the above and with the compromises agreed in the MoU signed by the Foreign and Commonwealth Office (FCO) and FINDETER the mentioned project will be hired and in the same way it will be hired THE TECHNICAL, ADMINISTRATIVE, FINANCIAL, ACCOUNTABLE, SOCIAL AND OF GENDER EQUALITY, ENVIRONMENTAL AND LEGAL AUDITING FOR THE PROJECT DENOMINATED: "STUDIES OF ALTERNATIVES, FEASIBILITY AND ENGINEERING DETAILED DESIGNS OF THE MASTER SEWAGE PALN FOR THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM".

According with what is mentioned, the activities of the Auditing consists in the revision and approval of all the products, in where it will be obligatory for the auditor to assure to the contractor executing the project makes all the adjustments and corrections that are required on all the products delivered timely, having full conscious of the mechanisms that the contract determines to oblige in relation with the effective accomplishment by the party executing the project and the guarantee that these will be developed according with the Terms of Reference, within the terms established by the Contractor and within the chronograms and work plans elaborated by the study and design contractor approved by the auditing. Within the activities mentioned the verification, control, demand, and prevention are included, as well as the obligations of absolving, collaborating and requiring methodologies, calculations and protocols of proof for the same ones.

The Auditor will monitor that the contractor of studies and designs, fulfills all the design requirements established in the current dispositions for the water area and the one of basic sewerage, especially in the Technical Ruling of Potable Water and Basic Sewerage, RAS, in its current version, issued by the Ministry of Economic Development of the Republic of Colombia, nowadays Ministry of Housing, City and Territory – MVCT, and the Manuals of Good Engineering Practices corresponding with the Potable Water and Basic Sewerage Sector.

The activity of Auditing the elaboration of the studies and designs imply, by its nature, an impartial and neutral position in order to develop its obligations; therefore in the control interpretation, in the taking of decisions, in the inspection of the parameters, and in the methodology and other elements that comprehend the design, the Auditing must fulfill the objectives of its contractual activity mentioned hereafter:

Verify: The real situation and accomplishment level of the contract, will be done through the making of permanent visits, meetings, quality control, corrections, solution of problems, decision taking and solution of doubts.

Control: Through the functions of inspection, advice, corroboration and evaluation, to determine if the execution of the project is adjusted to what is contained in the object of the contract and if the execution of the contract is taking place according with the technical, juridical, administrative and legal specifications set and within the term imposed for its execution. The control activities must be made specifically in relation with:

1. *The aspects and technical, social and gender equality scopes of the object hired.*
2. *The administrative activities in charge of the contractor.*
3. *Legal activities.*
4. *Financial and budget activities.*
5. *Every contractual stipulation of the operative plans.*
6. *The protection of the interests of the Entity and the safeguard of its responsibility.*
7. *Monitoring permanently the correct execution of the Object hired.*
8. *The terms and other contractual conditions, guaranteeing the efficient and timely investment of the resources established contractually .*

Demand: Is the obligation to demand an adequate and timely fulfillment of the contractual clauses, under penalty of requesting and/or initiating the sanctioning, threatening, compensatory and compensatory procedures intended for that end.

Prevent: To seek agile and proper correction of the errors that occur within the legal parameters obtaining, the effective execution of the contract, always acting according with the law and the contractual compromises that rule it.

Solve: In virtue of the mediation principle all the doubts that arise from the execution of the contract will be solved and attended.

Collaborate: When making up a team that jointly must solve all the problems or difficulties that arise in a technical, legal, administrative or financial level for an adequate development of its labor; the collaboration requirement must be integrated into the team without meaning any kind of variation in the parties responsibilities.

Request: The contractor in a timely way must correct, promptly those faults that do not affect the validity of the contract. He must request that sanctions are imposed to the contractor from contractual breaches or he must provide a concept in respect with the viability concerning the prorogue, addition or modification of the contract, among other themes.

Principle Functions in the Auditing.

The principle functions of the Auditing that is intended to be hired and that it must develop in the execution of the different phases of the contract, are the following:

1. *To present an organization chart of the Auditing, that as a minimum must include the address, a group of technical specialists and a group of administration and support.*
2. *Have complete and detailed knowledge of the reference terms, proposal, contract, execution chronogram, work methodologies proposed and any other document that makes part of the study and*

- design contract.*
3. *Supervise, verify and approve the collection of primary information, secondary information, and of the reports made by the contractor of studies and designs.*
  4. *Verify that the designs and definitive specifications accomplish with all of what is established in the current legislation.*
  5. *Monitor that the designs are made following with what is established in the Terms of Reference, the Technical Annex of the contract and the particular specifications that are available in that moment.*
  6. *Verify that the possible flooded areas or with drainage problems are identified.*
  7. *Verify that the reports and plans presented by the contractor of studies and designs have the necessary information allowing a correct interpretation during the construction stage.*
  8. *Look out for the establishment of the limits of the project, determining the best alternative for the selection of the optimum and most convenient solution for the Project.*
  9. *Verify that, according with the information submitted by the contractor of studies and designs, the experience of the professionals that created the Studies and Designs fulfill the requirements established in the Terms of Reference and in the other documents that support the contract.*
  10. *To realize the inspection of the works concerning the designs, with the purpose of identifying possible non-conformities that could affect the scope of the object of the project.*
  11. *Order that the design works are redone as well as of the all the products object of the studies and design that are detected as defective; and to realize also the inspection of the same ones.*
  12. *Revise and verify the reports created by the systems of Quality Management of the designing enterprises, with the purpose of seeking potential error points in the elaboration of the adjustments.*
  13. *If the designs are product of procurement, the Auditing is responsible of applying the corresponding sanctions that are stipulated in the solicitation document and in the specifications of the procurement.*
  14. *Realize periodic meetings of technical and administrative monitoring, fortnightly, with the participation of the supervisor and of the specialized directors of the designer and of the auditing. From these meetings, acts will be generated, duly approved by the parties, in which the themes discussed and the agreements and compromises established are included.*
  15. *To check that the technical and administrative documents or of any other nature, created by the contractor of studies and designs are submitted by him to the Auditing and to the Contracting party. Elaborate written documents with the comments aroused from the revisions of the technical and administrative documents or from any other nature that have been presented by the contractor of studies and designs.*
  16. *Realize specific technical meetings, in the event they are needed, to elucidate and conciliate technical discrepancies aroused from the revision of the documents elaborated by the contracting party of studies and designs.*
  17. *Realize inspection visits to the places object of the design, during the development of the field works.*
  18. *Support and/or request the clearances or explanations before the contracting party, about the recommendations or performances of the contractor party of studies and designs.*
  19. *The Auditing is responsible of making concepts and realizing an accompaniment to the contracting party in the situations that can lead to a possible application of penalty clauses, resolute conditions, enforcement clauses, or any other clause contained in the contract that could occur, and that are stipulated in the contract, in the terms of reference and in the specifications of the procurement.*
  20. *Revision and final approval of the technical, legal, financial, social management and gender equality, and administrative documents that are created in the fulfillment of the object of the contract of studies and designs, and that are subject to the Auditing.*
  21. *Verify, approve or object the studies and deliverables product of the contract of studies and designs until the optimum results are obtained for the effective fulfillment of the contract of studies and designs subject to the Auditing.*
  22. *Maintain the custody and guarantee the correct management of the information of the contract*

*subject to auditing based on the file norms, including all the acts that can be generated during the execution of the same one. Also, to deliver the corresponding copies in physical or digital media to the contracting party.*

23. *Approve the financial models.*
24. *Approve the reports and products of the different stages of the legal and financial structuration according with the products to be delivered established in the legal and financial annex of the contract of studies and designs.*
25. *Realize the revision and approval of the social administration and equality gender plan that is delivered by the contractor of studies and designs.*
26. *Look out for the accomplishment of the contract of studies and designs.*
27. *Schedule periodically and each time it is considered convenient, meetings with the participation of the contractor of studies and designs and FINDETER and other actors if required, with the end of analyzing the technical, administrative and legal, financial, social aspects and others related with the contract, elaborating the corresponding meeting acts.*
28. *Assist, sustain and support FINDETER in all the meetings required by it and the ones established in the framework of development of the contract of studies and designs.*
29. *Realize the auditing of the personnel assigned to the project by the contractor party of studies and designs, through a methodology proposed by the auditor, and also control and approve the payments that periodically are made to the contractor of studies and designs.*
30. *Include in an act every agreement or pact that is necessary or convenient for the normal development of the contract of studies and designs, which must have the approval of FINDETER before being implemented. The former, taking into account that any pact or agreement that has the faculty of modifying the contract of studies and designs must be object of the approval by the contracting party through the signing of the corresponding amendment before the activities not foreseen are executed in the initial scope of the contract.*
31. *Send a copy to FINDETER of all the communications or orders intended to the contractor of studies and designs. FINDETER can modify the aspects it considers convenient.*
32. *Evaluate and present, with the corresponding justification before FINDETER, any modification solicitude, prorogue or addition that affects the development of the contract of studies and designs, for its revision and approval, or no approval.*
33. *Require and order to the contractor of studies and designs the intensification of the activities that are not being developed according with what is foreseen in the contract, in the approved chronogram and in the proposed methodology or when the needs of FINDETER require it, with the purpose of accomplishing the corresponding procurement objectives.*
34. *Order the suspension of the activities not included in the development of the contract or of the ones inconducive for the fulfillment of the object of the same one, with the previous authorization of FINDETER.*
35. *Inform and solve the concerns of the employees designated by FINDETER as supervisors with the purpose of supporting the supervision and solving of questions, by means of conferences and/or working tables, concerning the products of the contract of studies and designs, and that are supervised by the auditing.*
36. *Inform to FINDETER, with minimum one (1) month of anticipation, the solicitude or need of prorogue of the contract, as well as highlight clearly the date foreseen for the expiration of the contract. In each of these cases, the Auditing will be responsible of timely requesting the procedure, previous to the justification of the facts, having FINDETER the final decision.*
37. *Maintain updated the technological execution control platform of the projects provided by FINDETER, through the making of the chronogram of the contract of compatible software Project type and of the loading of the different execution reports, indicated by the supervisor of the contract.*

The Auditing functions must be framed within the Quality Management System of FINDETER, for the development of Studies, Designs, Audits and Advices intended for the engineering projects, and also within the Supervision and Auditing Manual of FINDETER.

In the same way, it is required that the Auditing realizes control and monitoring over the actions that the contractor of studies and designs will execute, with the purpose of obtaining the fulfillment of the obligations acquired in the contract and in its entire elements (Terms of reference, the proposal of the contractor of studies and designs, annexes and other supporting documents that conform the contract).

The Auditing that is hired as a result of the current previous study and its corresponding selection process, will realize the Technical, Administrative, Financial, Accountable, Social and Gender Equality, Environmental and Legal Auditing to the execution of the Consultancy contract.

Additionally, the AUDITING must submit each one of the reports in to which it is obliged in the development of the contract and the ones stipulated in the Manual of Supervision and Auditing that will be delivered to the auditing in the moment of the signature of the contract.

The procurement of the Auditing has as a purpose to assure the maximum accomplishment of the contractual object, therefore it is appropriate and convenient to have the services of a natural person and/or legal person that exercises as an auditor and that guarantees the fulfillment of the objectives of the contract and of the project, and that assumes the obligations of monitoring the execution of the project with the social, administrative, fiscal and disciplinary responsibility that is proper of him thanks to his proceedings as observer under the quality of auditor of the resources.

The procurement is convenient for THE CONTRACTING party due to the fact that currently it does not have a sufficient human resource with specialized knowledge in such actions, that can be dedicated exclusively to the labor of monitoring and controlling the resources that are executed in the frame of the contract of studies and design to which the vigilance of the auditing that is sought to be hired is directed. Because of this, it is indispensable for THE CONTRACTING party to advance in a Auditing procurement process with this end.

## **SCOPE AND PURPOSES**

With the purpose of fulfilling the Understanding Memorandum signed by FINDETER and the Foreign and Commonwealth Office (FCO) as well as following the guidelines of the same, a call is made to select the contractor that executes the Project: "STUDIES OF ALTERNATIVES, FEASIBILITY AND ENGINEERING DETAILED DESIGNS OF THE SEWAGE MASTER PLAN OF THE POPULATED RURAL AND URBAN LOCATIONS IN THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM".

Therefore, it is required the accompaniment of an auditing, that will be executed in two phases clearly defined and delimited, in such way that the Auditor can realize control and monitor actions, that guarantee the proper fulfillment of the execution contract of studies and designs of the mentioned project. In the same way, the execution by phases of the project will guarantee the proper control of the accomplishment of the adequate obligations of the Auditing contract by the supervision that will be realized by the contracting party.

The detailed terms for each phase of the Project will be shown next:

Description of the Phase	Execution Term	Total Term
PHASE 1: Auditing of the Feasibility Studies.	Three point five (3.5) months	<b>Fourteen (14) Months</b>
PHASE 2: Auditing of the Detailed Designs	Ten point five (10.5) months*	

\*The term for the execution of Phase 2, is found distributed in the following way; making clear that both components will be executed simultaneously:

<b>PHASE 2: AUDITING OF THE DETAILED DESIGNS</b>	
<b>COMPONENT</b>	<b>TERM OF EXECUTION</b>
Technical Component	Six point five (6.5) months
Component of Legal, Financial and Social Management and Gender Equality Plan Structuring	Eight point five (8.5) months

Without prejudice of the execution term of the contract of studies and designs to which the monitoring will be made, and to which it has been estimated a term of TWELVE (12) MONTHS, it is considered that within the framework of the obligations established in the documents of the call, that the term of execution of the AUDITING requires TWO (2) MONTHS more in relation with the Contract of studies and designs, with the purpose of guarantying the adequate closure of the Contract of studies and designs and the auditing and meeting of the contractual objectives; therefore the general term of the contract is of FOURTEEN (14) months.

#### **PROCUREMENT PROCESS SCHEDULE.**

<b>Activity</b>	<b>Date, hour and place as the case may be</b>
Publication of the Terms of Reference, assessment needs, annexes, technical documents and other documents associated with the process.	November 1 of 2019.
Hearing of clearance of Terms of Reference.	November 6 of 2019. Hour: 11:00 a.m. Place: Principal Office FINDETER – Auditorio Colombia Calle 103 No. 19 - 20, Bogotá D.C. Virtual assistance: <a href="mailto:tercerosfindeter@findeter.gov.co">tercerosfindeter@findeter.gov.co</a>
Reception of the observations of the Terms of Reference and annexes.	Until November 7 of 2019 Until 05:00 p.m.
Publication of the response Report to the observations made in relation with the terms of reference, addenda when considered appropriate and annexes or proof of the no filing of observations.	November 14 of 2019.
<b>Closure – maximum term for the presentation of the offer Envelope No. 1 and 2 and Opening of Envelope No. 1.</b>	<b>November 29 of 2019. Until 10:00 a.m.</b>

	<b>Place: Correspondence FINDETER. Calle 103 No. 19 – 20 Bogotá D.C.</b>
Publication of the report of verification of the enabling requirements and request of corrections.	December 5 of 2019.
Opportunity to correct and submit the observations to the report of enabling requirements.	Until December 10 of 2019. Until 05:00 p.m. Place: Correspondence FINDETER. Calle 103 No. 19 - 20, Bogotá D.C. tercerosfindeter@findeter.gov.co
Publication of the definitive Report of verification of enabling requirements.	December 13 of 2019.
Opening of Envelope No. 2 – Economic proposal and additional experience of the enabling proposals.	December 16 of 2019. Hour: 02:00 p.m. Place: Dirección de Contratación FINDETER, Calle 103 No. 19 – 20 Bogotá D.C.
Publication of the Report of economic evaluation and assignment of scores (eligibility order).	December 18 of 2019.
Term for the presentation of observations to the evaluation and assignment of scores (eligibility order) report.	Until December 19 of 2019. Until 05:00 p.m.
Publication of the definitive report of evaluation and assignment of scores (eligibility order), and selection act of the consultant or of the declaratory of deserted process, as the case may be.	December 23 of 2019.

### 1.1. ESTIMATED BUDGET

Hereafter, the summary of the costs of the project are shown:

<b>Estimated Budget: Auditing Valledupar</b>	
<b>Description</b>	<b>TOTAL VALUE</b>
<b>PHASE 1:</b> Auditing of the Feasibility Study.	<b>\$ 183.011.340,00</b>
<b>PHASE 2:</b> Auditing of the Detailed Designs.	<b>\$ 370.369.740,00</b>
<b>TOTAL ESTIMATED BUDGET – PE (Phase 1 + Phase 2).</b>	<b>\$ 553.381.080,00</b>

The corresponding values of the minimum value (90%) and of the maximum value for each one of the Phases as well as the total value of the estimated budget are summarized and shown below.



PHASE	MINIMUM VALUE OF THE PHASE (90% of the Total or Maximum Value)	MAXIMUM VALUE OF THE PHASE
PHASE 1: Auditing of the Feasibility Study.	\$164.710.206,00	\$ 183.011.340,00
PHASE 2: Auditing of the Detailed Designs.	\$333.332.766,00	\$ 370.369.740,00
<b>Total Estimated Budget</b>		
	MINIMUM VALUE OF THE PROJECT (90% of the Total or Maximum Value)	MAXIMUM VALUE OF THE PROJECT
<b>SUBTOTAL OF THE ESTIMATED BUDGET – PE (Phase 1 + Phase 2): Auditing Valledupar.</b>	<b>\$498.042.972,00</b>	<b>\$ 553.381.080,00</b>

According with the above, the total Estimated Budget – PE for the execution of the project can be up to the amount of **FIVE HUNDRED AND FIFTY- THREE MILLIONS THREE HUNDRED AND EIGHTY ONE THOUSAND AND EIGHTY HUNDRED PESOS (\$553.381.080,00) M/CTE**, including the transportation costs, expenses, taxes and additional contributions that could take place. The value of the economic offer cannot be lower than the minimum value or higher than the maximum value under penalty of rejecting the offer; the same condition applies for each phase.

## ADMINISTRATIVE REQUIREMENTS FOR SUBMISSION OF BIDS

### 2.1. ENABLING REQUIREMENTS

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

**Legal Verification:** It consists in the verification of the fulfillment of the totality of the legal requirements and the ones demanded in the terms of reference.

**Technical Verification:** It consists in the verification of the fulfillment of the specifications specified in the terms of reference and in the fulfillment of the minimum criteria demanded from the point of view of experience and of conflicts of interest.

**Financial verification:** It consists in the verification of the financial order factors established in the current terms of reference.

### ENABLING REQUIREMENTS OF LEGAL ORDER

The proponent in order to enable the proposal must accomplish the legal order requirements and provide along with the proposal all the documents mentioned below:

### 2.1.1.1 EXISTENCE AND LEGAL REPRESENTATION

The proponent, national or foreign legal person with branch and/or domicile in Colombia, must prove its existence and legal representation, submitting the certificate issued by the corresponding Chamber of Commerce, in which it will be verified:

The expedition date of the certification of existence and legal representation: Which cannot be of more than thirty (30) business days previous to the date foreseen for the closure of the current term.

Social object: It must be related with the object to be hired or include the activities related with the same one.  
Capacities of the legal representative: The capacities of whom realizes the legal representation must enable him for the representation of the offer, the signing of the contract that is derived from the current process of selection, and in the event of being selected, with the adjudication; as well as must enable him to engage the society.

Limitations of the legal representative: In the event that from the content of the Certificate issued by the Chamber of Commerce, it is implied that the legal representative has restrictions to submit the proposal and/or hire and be obliged by the same one, he must prove the authorization through which the competent organ empowers him to submit the proposal and enter into a contract in the event of being selected, and if it is required to establish the faculties of the Legal Representative in the statutes, he must annex a copy of the corresponding section that proves this.

Such authorization must have been granted previously to the closure of the current selection process. The definitive lack of sufficient authorization or the no submission of such document within the term required by the entity, or the accreditation of the same one after the closure, will determine the lack of legal capacity to submit the proposal, and therefore its rejection will proceed.

Domicile: The legal person must have a domicile or branch domiciled and duly registered in Colombia.

Creation term: The legal person must be registered one (1) year previous to the closure of the current call.

The branches must prove that they are registered in Colombia with one (1) year previous to the closure of the current call.

Term of duration: The duration term must be equal to the term of execution of the contract and five (5) years more.

The appointment of the statutory auditor, if appropriate.

Expedition date of the certificate of existence and legal representation: It cannot be greater than thirty (30) business days previous to the date foreseen for the closure of the term of the current process.

Social object: It must be related with the object to be hired or include the activities related with the same one.  
Capacities of the legal representative: The capacities of who exercises the legal representation must enable him for the submission of the offer, the signing of the contract derived from the current selection process in the event of being favored with the adjudication, as well as must enable him to engage the society.

Limitations of the legal representative: In the event that from the content of the Certificate issued by the Chamber of Commerce, it is implied that the legal representative has restrictions to submit the offer and/or hire

and oblige himself on behalf of the same one, he must prove the authorization by which the competent organ enables him to submit the proposal and enter into a contract, in the event of being selected, and if it is required to establish the capacities of the Legal Representative in the statutes, he must annex a copy of the corresponding section that proves this. Such authorization must have been granted previously to the closure of the current selection process. The definitive lack of authorization or the no submission of such document within the term required by the entity, or the proof of the same one after the closure, will determine the lack of legal capacity to submit the offer, and therefore its rejection will proceed.

Domicile: The legal person must have a domicile or branch domiciled and duly registered in Colombia.

Creation term: The legal person must be registered in the Chamber of Commerce within a term of five (5) years previous to the date of closure of the current call.

The branches must prove that they are registered in Colombia within a term of five (5) years previous to the date of closure of the current call.

Term of creation: The legal person must be created one (1) year previous to the closure of the current Call.

The branches must prove that they are registered in Colombia within a term of one (1) year previous to the closure of the current Call.

Term of duration: The term of duration must be equal to the term of execution of the contract and five (5) years more.

The appointment of the statutory auditor, in the event it is necessary.

The legal foreign person without a branch and/or domicile in Colombia, must prove this requirement with an equivalent document from his country of origin. The equivalent document submitted is understood as submitted under oath, circumstance that is understood as provided along with the submission of the proposal.

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

The no fulfillment of the requirements mentioned here will give place to the non-enabling of the proposal; In the event of explanations or enabling documents, these must be provided by the proponent in the terms indicated by the entity.

The legal foreign person with no branch and/or domicile in Colombia must prove this requirement with an equivalent document from its country of origin. The equivalent document submitted, will be understood as submitted under oath, circumstance that is understood as provided along with the submission of the proposal.

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

The no fulfillment of the requirements mentioned here will give place to a non-enabling legally proposal; In the event of explanations or enabling documents, these must be provided by the proponent in the terms mentioned by the entity.

In the event that the closure of the process is prorogued, for the validness of the certificate of existence and legal representation, the initial date of the closure foreseen in the current terms will be taken into account.

## 2.1.2. DOCUMENTS OF CREATION OF THE PLURAL PROPONENT (IF APPLICABLE):

The proponent must submit the document of creation of the plural proponent in which at least the following requirements must be submitted:

The creation document of the plural proponent must be accompanied by each one of the members of the plural structure and by its legal representative, with the following:

Natural persons must submit a legible copy of both sides of their identification documents.

Legal persons must submit a legible copy of both sides of the identification document of their legal representative.

In the event of a foreign natural person with domicile in Colombia and of a foreign legal person with a commercial establishment or branch in Colombia, he must submit a copy of the foreign identification document or permit if residence of the natural person proponent or of the legal representative of the legal person or of the administrator of the branch.

In the case of a foreign natural person with no domicile in Colombia and of the foreign legal person with no commercial establishment or branch in Colombia, a legible copy of the passport of the natural person proponent or of the legal representative of the legal person must be submitted.

When the identification document or the foreign identification document is being prepared, the provisional identification document issued by the Colombian National Civil Registry Office will be considered as a valid document.

The object of the consortium or temporary union must be the same as the procurement object.

The proponent can assign the name of the consortium or temporary union, although it must abstain of making reference or including in such denomination the name of Findeter (Financiera de Desarrollo Territorial).

The appointment of a representative that must have the capacity to act on behalf and representation of the consortium or temporary union; also, it can appoint a substitute that replaces him in the event of a temporary or definitive absence.

The indication of the domicile of the associative figure

Indicate if the participation is of the consortium or of the temporary union, and in this last case, mention expressly the activities, terms and reach of the participation of each one of its members in the proposal and in the execution of the contract.

The clear and express manifestation of whom are members of the consortium or temporary union that they will be liable for the fulfillment of all and each one of the obligations derived from the offer and from the contract; for the members of the consortium joint and several liability in relation with the sanctions of the breach in the obligations derived from the offer and from the contract, and limited liability regarding the participation of the members of the temporary union.

The duration of the consortium or temporary union, cannot be lower than the term of execution of the contract and one (1) year more.

For the current call if only one (1) of the members of the plural proponent is who proves the specific experience, his participation in the same one cannot be lower than fifty percent (50%). In the current call at least one (1) of the members that proves the specific experience mentioned in the current Terms of Reference must have a participation equal or above to thirty percent (30%) and must submit the documents that correspond to their nature, this is natural or legal person. If only one (1) of the members of the plural proponent is who proves the specific experience, his participation in the associative figure cannot be lower than of fifty percent (50%). For the current Call at least one (1) of the members that proves the specific experience mentioned in the current Terms of Reference must have a participation equal or above to thirty percent (30%). If only one (1) of the members of the plural proponent is who proves the specific experience, his participation in the same one cannot be lower than fifty percent (50%).

Additionally, the member that contributes with the larger quota credit must have a participation in the consortium or temporary union not lower than thirty percent (30%). In the event that two (2) or more quota credits are contributed whose value is the same, this condition will be considered fulfilled if at least one of the members that contributed with the quota credit proves a participation not lower than 30%.

When plural proponents are created with companies or Colombian natural persons, the leader of the associative figure must belong to the Commercial Framework created by the British Embassy and its participation percentage will be of minimum THIRTY PER CENT (30%).

Under no event the percentage distribution can be greater than 100%.

The breach of the participation percentages will constitute a REJECTION causal of the proposal, and also the rejection will proceed when in the correction stage the participation percentages of the plural proponent are modified or it is proved that their creation occurred after the closure of the process.

#### 2.1.2.1. GENERAL DISPOSITIONS CONCERNING THE PLURAL PROPONENTS

Each one of the members of the plural proponent, either natural or legal person, national or foreign, must strictly obey each one of the following requirements:

To the creation act of the consortium or temporary union the documents that prove the existence and legal representation of each one of its members must be annexed as well as the documents that prove the capacity needed, as are the certificates of existence and legal representation issued by the Chamber of Commerce, the acts of the Directive Board and the powers, and concerning legal persons of public right, the creation act (if applicable), the appointment resolution, the possession act and photocopy of the identification document of the legal representative, along with the certification of the Chief of Staff, or of whoever realizes his functions regarding the validity of the appointment of the legal representative.

If the legal representative has limitations to submit the offer, engage or hire on behalf of the legal person, he must submit a copy of the competent social organ in which it is included that the legal representative is empowered to submit the proposal and to enter into a contract in the event of being selected. In the event that from the Certificate issued by the Chamber of Commerce, it is implied that the legal representative can submit the proposal and/or hire and be obliged on behalf of the same one, he must prove the authorization by which the competent organ empowers him to submit the offer and enter into a contract in the event of being selected and if the faculties of the Legal Representative contained in the statutes are required, a copy of the statutes that include this part must also be annexed.

The members of the plural proponent will respond of the fulfillment of all and each one of the obligations derived from the proposal and from the contract, of the pre-contractual, contractual and post-contractual phases, including the liquidation phase. The members of the plural proponent will respond of the accomplishment of all and each one of the obligations derived from the proposal and from the contract, and of the pre-contractual, contractual and post-contractual phases.

Their members, attorneys and legal representatives cannot be found reported or included within the national or international list concerning Asset Laundering and Financing of Terrorism.

Foreign legal persons that participate in the consortium or temporary union can constitute a single attorney, and in such case, it will be enough for all the effects of submitting the common power provided by all the members, with the authentication, consularization, legalization and/or apostille and translation requirements demanded in the Colombian Commercial Code, as well as of all the others mentioned in this Terms of Reference. The power mentioned in this paragraph can be given in the same constitution act of the Consortium or Temporary Union.

The guarantee of seriousness of the proposal constituted by an insurance policy or by a bank guarantee, in the case of a plural proponent, additionally to the requirements mentioned in the current terms of reference, must indicate the members of the plural proponent and their participation percentage.

Each proponent, whether participating as an individual or as a consortium or temporary union, must submit only one offer.

Once constituted the consortium or the temporary union, its members cannot assign or transfer their participation in the same one, or modify their members or their participation in the consortium or temporary union. In the event of being necessary the any modification, once the contract has been signed, written authorization will be required by the CONTRACTING party.

For tax effects, the consortiums and temporary unions will be subject of the regime foreseen in the Tax Statute.

### 2.1.3. IDENTIFICATION DOCUMENTS OR THEIR EQUIVALENT.

In the event of a natural person, the proponent must submit a legible copy of both sides of his identification document.

In the event of a natural person, the proponent must submit a legible copy of both sides of the identification document of the legal representative.

In the event of a foreign natural person with domicile in Colombia and of a foreign legal person with commercial establishment or branch in Colombia, a copy of the identification document or of the residence permit of the natural person proponent or of the legal representative of the legal person or of the administrator of the branch must be submitted.

In the event of a foreign natural person with no domicile in Colombia and of a foreign legal person with no commercial establishment or branch in Colombia, a legible copy of the passport of the natural person proponent or of the legal representative of the legal person, must be submitted.

#### 2.1.4. CERTIFICATE OF FISCAL RESPONSIBILITY FROM THE GENERAL COMPTROLLER OFFICE

The proponent can submit the Certificate of Fiscal Responsibility issued by the General Comptroller Office; of the natural person, or of the enterprise and of the legal representative in the event of legal persons, in which it is indicated that they are not reported. Such certificate must be issued within the thirty (30) business days previous to the closure date of the current selection process. In the event of not providing the certificate, the CONTRACTING party in the moment of the verification, will check the corresponding backgrounds in the web page of the General Comptroller Office.

The foreign natural person or legal person without domicile or branch in Colombia must also submit the certification mentioned in the above paragraph, in which it is indicated that it is not reported; in the event of not appearing as registered it must proof this requirement with an equivalent document from its country of origin, with the exception that this requirement or the authority is not established, in whose case the proponent must express this under oath.

#### 2.1.5. CERTIFICATE OF BACKGROUND INFORMATION FROM THE GENERAL PROCUREMENT OFFICE.

The proponent can submit the Certificate of Disciplinary Backgrounds issued by the General Procurement Office; of the natural person, or of the enterprise and the legal representative in the event of legal persons, in which it is certified that they do not register sanctions or valid inabilities to hire in the Information System of Registry of Sanctions and Inability Causes "SIRI" of the General Procurement Office. The certificate must have an expedition date no greater than thirty (30) business days, previous to the date of closure of the current selection process. In the event of not submitting the certificate, the CONTRACTING party in the moment of verifying, will check the corresponding backgrounds.

The foreign natural person or legal person with no domicile or branch in Colombia, must also submit the certification indicated in the above paragraph, in which it is certified that it is not reported; in the event of being registered it must proof this requirement with an equivalent document from his country of origin, with the exception that this requirement or the authority is not established, in whose case the proponent must express this under oath. This, without prejudice that the contracting party, in the moment of the verification, checks the corresponding backgrounds in the web page of the General Procurement Office.

#### PROOF OF CRIMINAL RECORDS AND REPORT IN THE NATIONAL REGISTRY SYSTEM OF CORRECTIVE MEASURES – RNMCM.

The proponent, whether being a natural person or as a member of a consortium or temporary union must submit the proof of the consultation of his legal backgrounds, as well as proof of the consultation made in the National Registry of corrective measures that should include the identification of the person, the type of behavior opposite to living in harmony, and the type of corrective measure, as well as the payment of the fine or accomplishment of the corrective measure, both provided by the National Police that must have an expedition date no greater than thirty (30) business days, previous to the closure date of the current selection process. In the event of not submitting these certificates, the CONTRACTING party in the moment of the verification, will check the corresponding backgrounds.

The proponent can submit the Certificate of Criminal Records issued by the General Procurement Office; of the natural person, or of the enterprise and of the legal representative in which it is certified that he does not register sanctions or valid inabilities to contract in the Information System of Registry of Sanctions and Inability Causes "SIRI" of the General Procurement Office. The certificate must have an expedition date no greater

than thirty (30) business days previous to the date of closure of the current selection process. In the event of not submitting the certificate, the CONTRACTING party in the moment of the verification, will check the corresponding backgrounds.

#### 2.1.7 PROOF OF CRIMINAL RECORDS

The proponent must submit the proof of the consultation of his criminal records before the National Police; of the natural person, legal person, and the members of the consortium or temporary union or their representatives.

The proof must have an expedition date of no greater than thirty (30) business days, previous to the date of closure of the current selection process. In the event no certificate is submitted, the CONTRACTING party in the moment of the verification will check the corresponding backgrounds.

#### AUTHORIZATION FOR THE TEMPORARY EXERCISE OF THE PROFESSION IN COLOMBIA

In the event the selected proponent offers staff with an engineering profession or an assistant profession or a related profession, graduated and domiciled in a foreign country, he must submit to the supervisor for the signing of the initiation act, the temporal permit issued by the National Professional Council of Engineering and their Assistant Professions – COPNIA, in order to exercise temporarily the profession in Colombia, without having a professional license, a certificate of professional registration or a certificate license, according to each case.

#### 2.1.8. GUARANTEE OF SERIOUSNESS OF THE PROPOSAL

The proponent must constitute on his own expense and submit with his offer an insurance policy issued by an insurance company legally constituted in Colombia that includes the seriousness of the proposal under the FORM FOR PUBLIC ENTITIES WITH A PRIVATE PROCUREMENT REGIME, according with the following characteristics:

THE PROPONENT will be constituted as a POLICYHOLDER and the CONTRACTING PARTY as INSURED AND BENEFICIARY.

The seriousness policy of the offer must expressly include the NUMBER and the OBJECT of the call.

In the case of a plural proponent, its members and its participation percentages must be mentioned.

With the timely submission of the proposal, it is understood that the same one is irrevocable and that the proponent keeps valid all the conditions during the validity of the policy, including the prorogation of the terms that could occur in the corresponding addendums of the Terms of Reference.

This guarantee must expressly indicate that:

The insurance company protects the CONTRACTING party from the sanctions of the proponent, in the following events:

The no signing of the contract without a fair cause by the selected proponent.



The no extension of the term of the guarantee of seriousness of the offer when the foreseen term in the terms of reference or in the participation rules is prorogued, or when the term foreseen for the signing of the contract is prorogued, as long as this prorogation do not exceed a term of three (3) months.

The retirement of the offer after the expiration of the term set for the presentation of the proposals has expired. The no submission by the proponent selected of the performance guarantee demanded by THE ENTITY to protect the breach of the obligations of the contract.

The proponent must constitute at his own expense and submit with the offer a seriousness guarantee of the proposal which must include the following characteristics:

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

COVERAGE: The Guarantee of Seriousness must cover all the damages derived from the breach of the offer and will have indemnifying character.

AMOUNT INSURED: The Guarantee of Seriousness of the offer must be equivalent to the 10% of the total value of the budget of the call.

TERM: It must have a term of four (4) months since the date of closure of the process. In the case the date of closure is extended, it must be adjusted to the term of validity of the policy.

The proponent must submit the payment support of the corresponding insurance premium. It will not be admitted the certification of No expiration due to a lack of payment.

When no guarantee of seriousness is submitted along with the proposal, or this one does not correspond or does not mention the current selection process, or a draft is submitted, the offer will be rejected; also, having been timely submitted the guarantee and considering that it corresponds or makes reference to the current process of selection and does not contain the requirements of the terms of reference, the proponent must clarify or correct the terms in the form required and submit the modifications within the term set by the CONTRACTING party, considering that if this is not done the proposal could be rejected.

The proponent must constitute at his own expense and submit with his offer an insurance policy or a bank guarantee upon first request, issued by an insurance company or by an entity or bank establishment; legally constituted in Colombia, as the case may be; that covers the seriousness of the proposal with the following characteristics:

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

With the timely submission of the offer, it is understood that the same one is irrevocable and that the proponent maintains valid all the conditions during the validity of the policy, including the prorogation of the terms that could occur according with the terms of reference and their corresponding addenda.

When the guarantee of seriousness is not submitted along with the offer, or this one does not correspond or does not mention the current selection process, the offer will be rejected; also, having been timely submitted the guarantee and this one corresponds or mentions the current selection process and does not contain the requirements of the terms of reference, the proponent must clarify or correct the same ones according with

what is required and submit the modifications within the peremptory term set by the CONTRACTING entity; in the event of not doing that, the proposal will be rejected.

The proponent must submit the payment support of the corresponding premium. The certification of No expiration by non-payment will not be admitted, neither the support of electronic transaction by this same cause. The NO presentation of the same one in the moment of the closure of the Call will be a cause of rejection.

The proponents not favored with the adjudication of the contract, once the selection process ends, can submit a petition signed by the legal representative requesting the return of the original of the seriousness guarantee of the offer.

TO CONSTITUTE THE GUARANTEE OF SERIOUSNESS THROUGH THE INSURANCE POLICY, THE PROPONENT MUST:

THE PROPONENT must constitute the guarantee of seriousness of the offer in a form in favor of the PUBLIC ENTITIES WITH A PRIVATE PROCUREMENT REGIME. This policy must be issued by an insurance company legally constituted in Colombia, whose master policy must be approved by the Financial Superintendence, with the following protection, coverage and terms:

1. *Coverage: The Guarantee of Seriousness must cover the damages derived from the breach of the offering and will have a sanctioning character.*
2. *Amount insured: The Guarantee of Seriousness must be equivalent to the 10% of the value of the project's budget.*
3. *Term: It must have a validity term of four (4) months from the date foreseen for the closure of the process, and in the event of a prorogation of the closure, it must be constituted from the new date set for the closure.*
4. *Insured: FINANCIERA DE DESARROLLO TERRITORIAL S.A. FINDETER. NIT: 800.096.329-1*
5. *Beneficiary: FINANCIERA DE DESARROLLO TERRITORIAL S.A. FINDETER. NIT: 800.096.329-1*
6. *Policyholder/Taker: The Guarantee of Seriousness must be taken with the name of the proponent, that must be the same as the one in the identification document and in the event of a consortium or temporary union, on its behalf and not on behalf of the legal representative, indicating the members of the same one and their participation percentage, according with the document of constitution.*

IN ORDER TO CONSTITUTE A BANK GUARANTEE UPON FIRST REQUEST, THE PROPONENT MUST:

In the event of bank guarantees upon first request, these must be contained in a private document in which the entity or bank establishment assumes expressly, in an autonomous way and irrevocably, in favor of THE CONTRACTING party the compromise of meeting the obligations in charge of the PROPONENT, in the event this last one breaches them, by an amount equivalent to 10% of the total value of the budget of the project and must have a validity term of four (4) months since the date foreseen for the closure of the process; and in the event of a prorogue of the closure, they must be constituted since the new date set for the closure.

And therefore, to pay directly to the CONTRACTING party upon first request, up to the amount guaranteed, an amount of money equivalent to the damage suffered as a consequence of the breach of the obligations assumed by the PROPONENT and this amount will be effective through a constitutive document of breaches and will be informed to the entity or bank establishment.

THE PROPONENT must prove the constitution of the guarantee, through the submission of the document that contains the same one, signed by the legal representative of the bank entity or by his attorney, in which the following must be included: i) the name of the CONTRACTING party beneficiary of the guarantee; ii) the risks guaranteed; iii) the way of making demandable the guarantee; iv) the value of the guarantee; and v) the term of validity of the guarantee according with the coverage, amounts and demands made in the current numeral.

#### 2.1.10. SINGLE TAX REGISTRY OR ITS EQUIVALENT

The proponent, natural person or legal person, national or foreign, with domicile and/or branch in Colombia, must submit the certificate of Single Tax Registry –RUT.

In the event of being the proponent a foreign natural person or legal person with no domicile and/or branch in Colombia, this registry does not apply for the submission of the proposal, but if he results as a successful bidder, he must register in the Single Tax Registry (RUT) before the National Tax and Customs Office of Colombia.

#### 2.1.110. CERTIFICATE OF FULFILLMENT OF THE OBLIGATIONS WITH THE GENERAL SYSTEMS OF COMPREHENSIVE SOCIAL SECURITY AND PARAFISCAL CONTRIBUTIONS

The proponent must proof that he is up-to-date on the date of closure of the selection process, with the payment of the contributions generated from the salaries of his employees in the last six (6) months intended for the systems of health, professional risks, pensions and contributions to the Family Compensation Funds, the Colombian Institute of Family Welfare and the National Learning Service.

In the case that he is NOT found obliged to cancel the parafiscal contribution and the contribution to the social security system, for having no staff in charge, he must declare this circumstance under oath.

In the case he is NOT obliged to cancel contributions to the National Learning System (SENA), Colombian Institute of Family Welfare (ICBF) and Health, he must declare this circumstance under oath and also certify the duly payment of the contributions to pension, professional risks and Family Compensation Funds generated from the salaries of his employees during the six (6) months previous to the closure date.

The previous circumstances must be proved in the following way:

The legal persons by a certification issued and signed by the statutory auditor (when according with the Law it is obliged to have it or when by statutes it was agreed), or by the legal representative when he is not obliged to have a statutory auditor.

The natural persons will do it through a declaration under oath.

Additionally, in the event of a national natural person, he must proof the fulfillment of this obligation with the payroll or record of affiliation to the General System of Social Security in which it is shown that he is affiliated to the system under the modality of contributor, beneficiary or affiliate to the subsidiary regime, at least from the month immediately previous to the date foreseen for the closure of the current call.

#### 2.1.12 REQUIREMENT OF DEGREE AS A CIVIL ENGINEER OR AS A SANITARY ENGINEER AS A NATURAL PERSON.

In virtue of what is foreseen in the Colombian Law 842 of 2003 and with the objective of not allowing the illegal exercise of Engineering, the natural person that pretends to participate in the current call, individually or as a member of a plural proponent (consortium or temporary union), must proof that he has a degree as Civil Engineer or Sanitary Engineer; in order to proof this he must submit a copy of his valid professional license and a copy of the certificate of professional license issued by COPNIA, which must be in force. He must also not be suspended in relation with the exercise of his profession, and in the case of being suspended he could be rejected from the offer he participates in.

#### 2.1.13. ENDORSE OF THE OFFER

If the legal representative or attorney of the individual proponent, national or foreign legal person, or the legal representative or attorney of the plural structure, does not have a degree as a Civil Engineer or Sanitary Engineer, the offer must be endorsed by a licensed Civil Engineer or Sanitary Engineer, who must submit a copy of his professional license and a copy of the certificate of his valid professional license issued by COPNIA, which must be in force. He must also not be suspended in relation with the exercise of his profession, and in the case of being suspended he could be rejected from the offer he participates in.

#### CERTIFICATION OF THE STATUTORY AUDITOR

The national or foreign legal person with domicile and/or branch in Colombia, must submit a certification issued by the Statutory Auditor in which it is mentioned if it is an opened or closed stock company. This requirement will only be demanded to stock companies.

The foreign legal person without domicile and/or branch in Colombia, must proof this requirement with the equivalent document from its country of origin. It will be understood that the equivalent document submitted was presented under oath in the country of origin, situation that will be considered as being properly done and sent with the submission of the proposal.

#### CERTIFICATE OF THE SINGLE REGISTRY OF PROPONENTS IN THE SINGLE COMPANY REGISTER OF THE CHAMBER OF COMMERCE (IN THE EVENT OF BEING REGISTERED)

Only for the effects of verification and evaluation of the fulfillment of previous contracts, the natural persons or legal persons that are registered in the Single Registry of Proponents in the Single Company Register of the Chamber of Commerce, must submit the registry certificate of the single proponent and the one of the each one of the members of the consortium or temporary union in the event of a plural proponent, updated and issued within the thirty (30) calendar days previous to the closure of the current Call.

#### PREVENTION OF ASSET LAUNDERING AND FINANCING OF TERRORISM

The proponent, his legal representatives or his attorneys cannot be reported or included in the national or international restrictive lists related with Asset Laundering and Financing of Terrorism.

In consequence, with the submission of the proposal they give express authorization to the entity, so that in any moment the restrictive lists, the information systems and the data bases related with Asset Laundering and Financing of Terrorism are checked.

In the same way, with the submission of the offer he declares that the resources that comprehend his budget do not come from asset laundering, financing of terrorism, drug dealing, collection of illegal money and in general from any illegal activity and that in the event of being favored in the procurement, the resources received in the development of the contract concerning the call, will not be used in any of the activities described above.

The proponent declares that with the submission of the offer: (i) himself – as legal representative, nor the company he represents, are included in the restrictive lists related with Asset Laundering and Financing of Terrorism, (ii) the resources that comprehend his budget do not come from asset laundering, financing of terrorism, drug dealing, collection of illegal money and in general from any illegal activity, and (iii) the resources obtained in the development of this contract, will not be used in any of the activities described above.

The proponent with the submission of the offer agrees with the current and applicable norms about prevention and control of control of Asset Laundering and Financing of Terrorism, and therefore he compromises to follow them and implement, if necessary, the prevention and control mechanisms with the objective of detecting and reporting timely the unusual and suspicious operations. In the event the proponent is or becomes, related with unusual and suspicious operations concerning Asset Laundering or Financing of Terrorism, he must inform immediately and by written to the CONTRACTING party, so that the contracting party can proceed and perform the corresponding contractual and/or legal actions with the objective of establishing the risk impact and realize the necessary controls for its mitigation, through the execution of a broad due diligence.

According with the above, the proponent expressly authorizes the CONTRACTING party that with the submission of the offer, in any moment he can check the corresponding restrictive lists, information systems and data bases that refer to Asset Laundering and Financing of Terrorism.

## 2.1. ENABLING REQUIREMENTS OF FINANCIAL ORDER

In order for the proposal to be considered enabled financially, the national or foreign proponent with branch in Colombia and the foreign proponents without branch in Colombia, must submit one or various credit quotas in relation with the current call, all and each one of them must fulfill the following requirements:

The letter of credit quota issued by a financial entity monitored by the Financial Superintendence of Colombia, must be submitted.

Company name of the financial entity that issues the certification.

Complete name, position and signature of the officer of the financial entity authorized to issue the certification.

In the proposals submitted by a Consortium or Temporary Union, the member that contributes with the greater credit quota must have a participation in the consortium and/or temporary union, not lower than 30%. In the event that two (2) or more credit quotas are contributed whose value is the same, this condition will be considered accomplished if at least one of the members that contribute to the quota credit proves a participation not lower than 30%.

The date of expedition of the certification of the quota credit must be lower to sixty (60) days previous to the closure date of the current call.

The value of the quota credit must be equal or above to the 20% of the budget of the current call. In the event of not fulfilling this condition, there will be no place for a correction.

The letter of quota credit must expressly indicate that it is intended for the current call.

The submission of overdraft quota credits will not be accepted, nor the ones of credit cards, CDTs, savings accounts, bonds, security titles, documents representative of values, bank guarantees and/or standby letters of credit, factoring quotas, or any kind of mechanism that does not correspond to a quota credit.

The contracting entity reserves the right to check the aspect it considers convenient in relation with the quota credit. The quota credit can be confirmed in any stage of the call, before the adjudication of the same. In the event the verification of the quota credit is done and the financial entity confirms a decrease of the quota credit, the proposal will be REJECTED.

The NO submission of the letter of credit quota or when this one does NOT correspond or is NOT destined to the current selection process or does NOT comply with the amount demanded cannot be corrected. However, any other data or different information of the letter of quota credit can be corrected, and in that event the document submitted even with a date after the closure of the call will be valid.

Note: In the case of Consortiums or Temporary Unions for the financial evaluation of the quota credit the arithmetic addition of each value of the quota submitted by each one of the members will be done, and also the arithmetic addition of each value of the credit quota will be done submitted by the natural person or legal person proponent. Event in which, all the credit quotas given must fulfill the requirements of the precedent numerals to be taken into account.

#### ENABLING REQUIREMENTS OF TECHNICAL ORDER

For the offer to be considered financially enabled, the national proponent, the foreign proponent with a branch in Colombia and foreign proponents without a branch in Colombia, must submit one or several credit quotas directed to the current call; every one of them must fulfill the following requirements:

It must be submitted a letter of quota credit issued by a financial entity monitored by the Financial Superintendence of Colombia.

The company name of the financial entity that issues the certification.

Complete name, position and signature of the employee of the financial entity authorized to issue the certification.

In the proposals submitted through the Consortium or Temporary Union, the member that contributes with the larger quota credit must have a participation in the consortium and/or the temporary union, not lower than 30%. In the event that two (2) or more quota credits contributed have the same value, this condition will be considered as accomplished if at least one of the members that contributed with the quota credit proves a participation not lower than 30%.

The expedition date of the quota credit certification must be lower than sixty (60) days previous to the date of closure of the current call.

The value of the quota credit must be equal or above to the 20% of the budget of the current call. In the event

of not accomplishing such condition, there will be no place for corrections.

The submission of overdraft quotas, credit cards, CDTs, savings account, bonds, security titles, documents of representative values, bank guarantees and/or letters of standby credits, factoring quotas, or any kind of mechanism that does not correspond to a quota credit, will not be accepted.

The contracting entity reserves the right of consulting the aspects it considers convenient of the quota credit. The quota credit can be confirmed in any stage of the call, previous to the adjudication of the same one. In the event that in the moment of the verification the quota credit of the financial entity confirms a decrease in the value of the quota, the proposal will be REJECTED.

It will not be subject of correction the NO submission of the letter of quota credit or when this one does NOT correspond or is NOT intended to the current selection process, or does NOT comply with the amount demanded. However, it will be possible to correct any other data or information different to the letter of quota credit, and therefore the document that is submitted even with a date after the closure will be valid.

Note: In the event of consortiums or Temporary Unions, for the financial evaluation of the quota credit, the arithmetic addition will be made of each value of the quota submitted by each one of the members; also the arithmetic addition of every value of the quota credit will be made, submitted by the proponent either natural or legal person. Event in which all the quota credits contributed must fulfill the requirements of the precedent numerals to be taken into account.

For the proposal to be considered enabled financially, the national proponent, foreign proponent with branch in Colombia and foreign proponents without branch in Colombia, must submit along with the proposal

#### NATIONAL PROPONENTS

The financial verification will be made taking into account the financial information by December 31 of 2018 reflected in the Financial Statements of the proponent. For the effects of making such verification, the proponent must fill in and submit with the proposal the following documents:

The General Balances and Statements up to December 31 of 2018 and the notes to the Financial Statements on December 31 of 2018, under the terms established by the current law.

The certificate of Financial Statements up to December 31 of 2018 signed by the legal representative and by the accountant.

The decision of the Statutory Auditor concerning the financial statements up to December 31 of 2018, as compelled by the Law (in case of being appropriate).

Legible photocopy of the professional cards of the Public Accountant and of the Statutory Auditor (in case of being appropriate).

Legible photocopy of the identification documents of the public accountant that elaborated the financial statements and of the statutory auditor (in case of being appropriate).

Photocopy of the certificate of disciplinary record, issued by the Central Board of Accountants, photocopy of the statutory auditor (in case of being appropriate) and of the public accountant, valid on the date of reception of the proposal.

In the general balance the concepts of CURRENT ASSET, TOTAL ASSETS, TOTAL PASIVES AND BUDGET must be correctly classified, in such a way that they enable to calculate the financial indicators established.

The financial information will have to be submitted in pesos (Colombian legal currency) and must be signed by the Legal Representative, the Accountant and/or the Statutory Auditor.

The Financial Statements submitted, must fulfill with the accounting technique, especially with the guidelines indicated in the accounting and financial information norms accepted in Colombia (NCIF), established in the Colombian Law 1314 of 2009, and regulated by the Single Regulatory Decree 2420 of 2015 modified by the Decrees 2496 of 2015, 2131 of 2016 and 2170 of 2017 and by all the other norms that add, modify or substitute it.

According with articles 37 and 38 of the Colombian Law 222 of 1995 and by the Circular 037 of December 20 of 2001 issued by the Accountants Central Board, the financial statements are duly certified when they are submitted signed by the Legal Representative and by the Public Accountant, putting before the expression "See attached opinion or other similar opinion", which is of mandatory character, and must be accompanied by the professional opinion of the Statutory Auditor or by the public accountant independently if the first one is missing or not, according with the accounting norms, generally accepted.

## FOREIGN PROPONENTS

### FOREIGN LEGAL PERSONS WITH DOMICILE OR BRANCH IN COLOMBIA

In the event of foreign legal persons that have their domicile or branch in Colombia and those national ones with a foreign participation of 100%, the financial verification will be made taking into account the financial information up to December 31 of 2018 reflected in the consolidated Financial Statements of the parent company. For the effects of realizing such verification, the proponent must diligence and submit along with the offer the following documents:

- a. The consolidated Financial Statements (General Balance and Income Statement) of the parent company up to December 31 of 2018, accompanied with the translation into Spanish, submitted according with the accounting technique, specially with the guidelines indicated in the accounting and financial information norms accepted in Colombia (NCIF), established in the Colombian Law 1314 of 209, and regulated by the Single Regulatory Decree 2420 of 2015, modified by the Decrees 2496 of 2015, 2131 of 2016 and 2170 of 2017 and all the other norms that add, modify or substitute them, expressed in Colombian pesos, in the market representative rate (TRM) with the cut-off date of the same ones, indicating the conversion rate, signed by the legal representative (Colombian or from the parent company), the Colombian public accountant and/or Colombian statutory auditor that made the conversion. In the General Balance the concepts of CURRENT ASSET, TOTAL ASSET, CURRRENT LIABILITY, PATRIMONY AND PROFIT OF THE EXERCISE must be duly classified.
- b. A legible Certificate of Disciplinary Records of the Accountant and/or Statutory Auditor that has signed the Financial Statements converted into Colombian pesos, and issued by the Accountants Central Board. With an expedition date no greater than ninety days previous to the presentation date of the proposal, properly updated.
- c. A photocopy of the Professional Card of the Public Accountant and/or Statutory Auditor, depending on each case, that has converted the Financial Statements into Colombian pesos.



The provisions of these terms of reference in relation with the foreign proponents will be applied without prejudice of what was agreed in the treaties or international conventions. To the foreign corporations with a branch in Colombia, the rules of the Colombian Corporations will be applied.

If any of these requirements does not apply in the country of domicile of a foreign proponent, the legal representative or the attorney in Colombia must state this under oath.

The provisions of these terms of reference in relation with foreign legal persons with a domicile or branch in Colombia will be applied without prejudice of what was agreed in the treaties or international conventions.

Language – The documents with which the proponent proves his enabling requirements that have been written originally in a language different to Spanish, must be translated to Spanish and must be submitted in their original language along with the translation into Spanish. The proponent can submit a simple translation into Spanish. If the proponent is selected to sign the contract, he must submit the official translation into Spanish of the documents submitted in a foreign language.

The official translation must be the same text submitted to prove the enabling requirements.

Currency – The offerors must submit the financial information in the legal currency of the country in which it was issued and also in Colombian pesos. The proponent and the contracting Entity for the purpose of proving and verifying the enabling requirements will have to take into account the market representative rate valid on the date in which the financial information was issued. For that effect, the proponent and the contracting Entity will take into account the exchange rates certified by the Colombian Financial Superintendence.

All the financial information must be submitted by the natural or legal persons, and also by each one of the members of the consortium or temporary union, being either natural or legal person's. The financial information will have to be submitted in pesos (Colombian legal currency) and must be signed by the Legal Representative or by the Accountant and/or Statutory Auditor.

#### FOREIGN LEGAL PERSONS WITHOUT DOMICILE OR BRANCH IN COLOMBIA

In the case of legal persons, they must submit the financial information that is listed below, according with the legislation of each country of origin and with what is indicated in the articles 258 of the Colombian Code of Civil Procedure, article 480 of the Colombian Commercial Code and Law 455 of 1998, accompanied by a Spanish translation, with the values converted into the Colombian legal currency under the rate of exchange of the cut-off date of the same ones, supported with the signature of who is found in the obligation of doing it, according with the current norms of the country of origin:

The consolidated Financial Statements (General Balance and Income Statement) up to December 31 of 2018, accompanied with the translation into Spanish, submitted according with the accounting technique, especially with the guidelines indicated in the accounting and financial information norms accepted in Colombia (NCIF), established in the Colombian Law 1314 of 2009, and regulated by the Single Regulatory Decree 2420 of 2015, modified by the Decrees 2496 of 2015, 2131 of 2016 and 2170 of 2017 and all the other norms that add, modify or substitute them, expressed in Colombian pesos, in the market representative rate (TRM) with the cut-off date of the same ones, indicating the conversion rate, signed by the legal representative (Colombian or from the parent company), the Colombian public accountant and/or Colombian statutory auditor that made the conversion. In the General Balance the concepts of CURRENT ASSET, TOTAL ASSET, CURRENT LIABILITY, PATRIMONY AND PROFIT OF THE EXERCISE.

The Financial Statements and financial documents issued in a foreign country must be apostilled, according with the Law and the cut-off date will be December 31 of 2018, with the exception that it is duly proved that the legislation from the country of origin determines a cut-off date different from the one foreseen in this terms.

A legible Certificate of Disciplinary Records of the Accountant and/or Statutory Auditor that has signed the Financial Statements converted into Colombian pesos, and issued by the Accountants Central Board. With an expedition date no greater than ninety days previous to the presentation date of the proposal, properly updated.

A photocopy of the Professional Card of the Public Accountant and/or Statutory Auditor, depending on each case, that has converted the Financial Statements into Colombian pesos.

The provisions of these terms of reference concerning foreign proponents will be regulated without prejudice of what has been agreed in treaties or international conventions.

Language – The documents with which the proponent proves his enabling requirements that have been written originally in a language different to Spanish, must be translated to Spanish and must be submitted in their original language along with the translation into Spanish. The proponent can submit a simple translation into Spanish. If the proponent is selected to sign the contract, he must submit the official translation into Spanish of the documents submitted in a foreign language. The official translation must be the same text submitted to prove the enabling requirements.

Currency – The offerors must submit the financial information in the legal currency of the country in which it was issued and also in Colombian pesos. The proponent and the contracting Entity for the purpose of proving and verifying the enabling requirements will have to take into account the market representative rate valid on the date in which the financial information was issued. For that effect, the proponent and the contracting Entity will take into account the exchange rates certified by the Colombian Financial Superintendence.

All the financial information must be submitted by the natural or legal persons, and also by each one of the members of the consortium or temporary union, being either natural or legal person's. The financial information will have to be submitted in pesos (Colombian legal currency) and must be signed by the Legal Representative or by the Accountant and/or Statutory Auditor.

#### **“Financial Verification” (Nationals and foreigners)**

The “FINANCIAL VERIFICATION” must be submitted along with the results of the proponent in FORM No. 13, duly signed by the Legal Representative or by the Statutory Auditor, or by the Accountant in the event of not existing Statutory Auditor.

The following documents must be submitted in Colombian currency.

NOTE 1: Any of the requirements or conditions required in the current minimum requirements can be corrected under request of FINDETER, previous to the selection, as long as that under the criteria of FINDETER the conditions of the service offered are not modified.

NOTE 2: The contracting entity reserves the right of consulting the veracity of the financial statements with the entities whom by legal provision, realize the monitoring of the signature of the proponent, and will use the suitable means allowing this consult, taking into account that this does not mean the offerors can complete,

add, modify or improve their offers.

The indicators to be evaluated will be calculated based on the financial statements of the legal person in the year 2018.

INDICATOR	VARIABLES	CONDITION
Debt level	Total Liability / Total Asset	$\leq 65\%$
Liquidity	Current Asset / Current Liability	$\geq 1.2$ TIMES
ROE	Net income / Patrimony	$\geq 7\%$

To enable the proposal it will be verified that the proponents fulfill the following enabling requirements demanded:

#### SPECIFIC EXPERIENCE OF THE PROPONENT

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

THE ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM.

THE AUDITING MADE TO THE ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM.

For the effects of proving the mentioned experience, the proponent must submit MAXIMUM THREE (3) finished contracts that fulfill the following conditions:

The sum of the value of the contracts provided must be equal or above to one (1.00) times the value of the estimated budget – PE of the process, expressed in current legal monthly minimum wages (SMMLV).

One of the contracts provided must prove EXPERIENCE IN THE ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM or in THE AUDITING OF THE ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM, whose value must be equal or above 0.5 times the value of the Estimated Budget – PE expressed in current legal monthly minimum wages (SMMLV), which must include the study or design of sewage networks or the auditing of studies or the design of sewage networks.

NOTE: It will only be taken into account to prove the particular condition previously indicated the value corresponding to the activity of ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM or in THE AUDITING OF THE ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM. The value of other projects, scopes, activities or experiences different to the ELABORATION OF THE STUDIES OR COMPONENT DESIGNS OF THE SEWAGE SYSTEM or to the AUDITING OF THE ELABORATION OF THE STUDIES AND COMPONENT DESIGNS OF THE SEWAGE SYSTEMS will not be taken into account to prove the particular value condition.

Sewage system. Set of elements and structures whose function is to recollect, conduct and evacuate to the treatment plants and/or water receptor bodies, the residual waters and/or rains produced in a city or municipality. Also other projects required for transportation, treatment and final disposal of these waters are included.

Sewage Network: Set of conducts whose function is the recollection, conduction and evacuation of residual waters or rainwater.

## RULES FOR THE PROOF OF THE SPECIFIC EXPERIENCE OF THE PROPONENT

When certifications or records are submitted concerning the specific experience executed in any kind of associative figure, the activities for each one of the members will be quantified individually in the way described below:

When the participation is equal or greater than fifty (50%), the totally executed activities will be taken into account. If the participation is lower than fifty (50%), it will be quantified in proportion to the percentage of participation that the member has had in the corresponding associative figure.

Note: For the effects of quantifying the proportion of the specific experience of an activity, the measure unit and/or capacity of the structure and/or component will be taken into account, from the specific experience that is required to prove.

In the event a contract or project that is submitted for experience matters, has been executed by a plural proponent, and two (2) or more of its members make up a plural proponent to participate in the current process, such contract or project will be understood as only one (1) contract or project and will be taken into account for the contribution of the experience, the sum of the percentages of the members of the Consortium or Temporary Union that executed the contract, and that are participating in the current process.

When this case occurs, the totality of the participation of the members that integrated the plural proponent that acquired the experience and that is found participating in the current selection process will be taken into account. And in the event that any of the members has a 50% or more participation, such contract will be considered as one (1) contract or project and will only be quantified under this rule the experience of that member. The participation percentage of the rest of the members in such contract or project cannot be accumulated, because, it can only be proved the 100% of the experience executed in the provided contract or project.

The value of the contract will be quantified in proportion to the percentage that the member has had in the corresponding associative figure.

The individual specific experience can be accumulated for each one of the members in order to reach the one hundred per cent (100%) of the specific experience required.

**EXPERIENCE ACQUIRED THROUGH A NETWORK OF INTERNATIONAL COMPANIES:** It will be considered valid the experience acquired through a network of international companies, in consequence, if the proponent is a member of an international network of companies he can submit: (i) certifications of the executed contracts by one of the members of the international network; (ii) he must provide the certification where it is specified that both the proponent and the company that executed the contract are members of the international network; and (iii) he must submit the Form – “Certification and/or letter of belonging to the International Network of Companies”, in which the proponent who is a member of the company, provides certification and/or letter that proves it.

The proof of experience in societies controlled by the proponent or by the members of the plural structure, or by its parent company, or by societies controlled by its parent company, or by its branch, are accepted.

It will not be accepted the experience derived from contracts or splintered projects.

The conversion into current legal monthly minimum wages (SMMLV) will be done according with the total value executed from the contract or project or activity (if a specific experience in a determined activity is required) on the date of ending or on the date of subscription of the act and final reception of the same one, according with the value of the Colombian minimum wage valid for that date.

For conversion effects into minimum wages, in case the proponent submits supports of the date of termination and of the date of subscription of the act of delivery and/or final reception, the date that will be taken into account for the conversion, will be the one of the ending or termination of the contract.

In the event the proponent does not submit, within the corresponding stage, the documents that fulfill the conditions established in the alternatives of proof of experience, in which it can be verified the total value executed by the contract, with the object of making the calculation in current legal monthly minimum wages, such contract or project will not be taken into account to proof this experience criteria.

For the previous effects, the entity will also convert the estimated budget into Current Legal Monthly Minimum Wages at the closure date.

The specific experience of the proponent can be proved through the fulfillment of the following alternatives:

Alternative A. Through the submission of the certificate or proof issued by the contracting entity, in which it is mentioned the object of the contract or project, the total or final value, the date of termination, the percentage of participation of the proponent, the activities and/or products required as specific experience, the execution, termination or liquidation of the contract or project. In no event the certification or proof issued only by the external auditor of the contracting party will be accepted.

Alternative B. It can be submitted copy of the act of reception or final delivery (or the one that replaces it) or copy of the liquidation act, as long as it contains as minimum the following information: the object of the contract or project, the total or final value, the termination date, the percentage of participation of the proponent, the activities and/or products required as specific experience, the execution, termination or liquidation of the contract or project, signed in the case this is required by the Auditor and/or supervisor and/or representative of the contracting entity and the Consultant.

If the documents described in any of the mentioned alternatives correspond to a PUBLIC DOCUMENT granted in a foreign country, it must be apostilled or legalized by the selected proponent, according with what is required en the current terms of reference. If the previous cannot be followed, a simple copy of such documents can be submitted, along with a declaration under oath given by a Notary; in the case such statement under oath is made in a foreign country, it must be apostilled or legalized, as the case may be, with all the requirements of the current terms of reference.

In any case, experiences and/or certifications where the participation of the person interested has been as a subcontractor will not be accepted, as well as auto certifications understood as: i) Any certification issued by the offeror to prove its own experience. ii) Any certification issued by associative figures in which the offeror or the members of the same have been part of.

When the documents submitted do not contain the information that allow its verification, the proponent can annex the termination act, partial act, or of delivery or final receipt, or liquidation act, which must be signed if necessary by the Auditor and/or supervisor and/or representative of the contracting entity and by the

consultant, and he can also submit copy of the documents, as the case may be, (as long as they are issued by the contracting entity or public entity), allowing proof of the execution of the contract or project or allowing to complete the missing information.

In any case, the Entity reserves the right to verify the information submitted by the proponent and to request the clarifications or other documents considered convenient to proof the experience.

In no event the proponent can change or replace the contracts or projects submitted initially with the proposal to prove the required technical experience, due to the fact that they will not be taken into account; they can only be clarified, ordered to provide information or to provide related documents, only when the entity requires them.

In the event that in the alternatives previously described the participation percentage of the plural proponent is not reported, he must provide the creation document of the associative figure or the concurrence of wills in which this percentage is shown.

In the current process it is not valid to prove the experience through contracts executed under the modality of Delegated Administration. It will not be considered the experience that is intended to be proved by means of an Inter-Administrative Agreement in which for its development, the totality of the execution of the project that is intended to be proved has been outsourced.

In the event of providing, for means of proving the experience, more than one form or a number larger of contracts or projects than the ones required, it will be object of verification the first form that appears in consecutive order and numbered, and from that form the first contracts or projects related in form 3 in their order, and up to the maximum number mentioned in the terms of reference. In case of providing more than one contract or project or a certification of several contracts or projects in which the proponent does not mention or indicates partially in the form the ones required for enabling effects, the contracts or projects with a larger total value executed and up to the maximum number required in the terms of reference will be taken into account.

## **EVALUATION CRITERIA**

### **EVALUATION CRITERIA AND GRADING OF THE PROPOSALS**

The scoring of the proposals will be made by the evaluators of the CONTRACTING party. The best scored proposal will be selected, being the most favorable for the entity and for the ends pursued in this contract; for that reason it will be taken into account that the maximum score of evaluation will be of one hundred (100) points, obtained from the following factors and evaluation criteria:

GRADING FACTOR	SCORE
Proof of experience in compromise in social inclusion and of gender.	Up to 30 points
Economic Proposal.	Up to 70 points
TOTAL	100 points

And the subsequent application of the Criteria of evaluation and accomplishment factor of previous contracts.

#### **4.1.1. EVALUATION AND PROOF OF THE EXPERIENCE IN THE COMPROMISE OF SOCIAL INCLUSION AND GENDER EQUALITY.**

To obtain this score, the proponent can prove his compromise about social inclusion and gender equality fulfilling the following requirements:

Also he can prove experience of minimum one year in the implementation or in the participation in programs of social inclusion and/or gender equality represented in institutional policies and/or in social programs. (Such processes must have developed activities of social accompaniment in relation with infrastructure projects or in the investigation about the socio economic conditions of the population or in the intervention in social development).

Up to 2 certificates of contracts can be submitted, scoring them in the following way:

CERTIFICATE AND/OR CONTRACT THAT FULFILLS THE CONDITIONS	POINTS
One	15
Maximum Two	30

For the specific additional experience in social inclusion and gender equality to be submitted by the proponent, if he wishes to be scored, he must consider the Rules of Experience Accreditation contained in the terms of reference in relation with the enabling specific experience. However, the proponent in this stage cannot, in any event, change or replace the contracts submitted to prove the scoring experience in social inclusion and gender equality.

To obtain this score, the proponent can prove his compromise over social inclusion and gender equality fulfilling the following requirements:

Also he can prove an experience of minimum one year in the implementation or participation in social inclusion and/or gender equality programs, represented in institutional policies and/or social programs. (Such processes must have been developed in social accompaniment activities related with infrastructure projects or in the investigation about the socio economic conditions of the population, or in the intervention in social development).

Up to 2 finished contracts can be submitted, scoring them in the following way:

CERTIFICATE AND/OR CONTRACT THAT FULFILLS THE CONDITIONS	POINTS
One	15
Two	30

#### EVALUATION OF ECONOMIC PROPOSAL (Up to 70 points)

The scores assigned to the economic proposals will be made according with the patterns established in the terms of reference of the call that realizes FINDETER. The maximum score for the economic evaluation will be of seventy (70) points, resulting from the following factor and evaluation criteria:

GRADING FACTOR	SCORE
Economic Evaluation	Up to 70 Points
TOTAL	P70 Points

#### 4.1.2.1. ECONOMIC PROPOSAL (MAXIMUM 70 POINTS)

The economic proposal presented by the proponent can obtain a maximum of seventy (70) points.

#### 4.1.2.2. 4.2.1. EVALUATION OF THE ECONOMIC PROPOSAL

In a hearing realized in the place and time established in the chronogram of the process, the opening of envelope No. 2 concerning the enabling proposals in their legal, financial and technical aspects, will take place.

In such hearing the total value of each one of the proposals will be read; in the event the form of economic offer of the proposal does not have filled in the checkbox corresponding to the "Total value of the proposal".

Expected products

#### 2.1. PHASE 2. AUDITING OF THE DETAILED DESIGNS.

##### PHASE 2. AUDITING OF THE DETAILED DESIGNS.

It consists of the accomplishment of the technical, administrative, financial, accountable, social and of gender equality, environmental and legal auditing of the Phase 2 of the contract, whose object corresponds to the: "STUDIES OF ALTERNATIVES, FEASIBILITY AND ENGINEERING DETAILED DESIGNS OF THE SEWAGE MASTER PLAN OF THE RURAL AND URBAN POPULATED LOCATIONS OF THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM".

It consists of the accomplishment of the technical, administrative, financial, accountable, social and of gender equality, environmental and legal auditing of the Phase 2 of the contracts whose object corresponds to: "THE STUDIES OF ALTERNATIVES, FEASIBILITY AND DESIGNS OF DETAILED ENGINEERING OF THE SEWAGE MASTER PLAN OF THE RURAL AND URBAN POPULATED LOCATIONS OF THE MUNICIPALITY OF VALLEDUPAR INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM" and the "STUDIES OF ALTERNATIVES, FEASIBILITY AND DESIGNS OF DETAILED ENGINEERING OF THE COLLECTORS IMMERSSED IN THE PLAN OF HYDRO SEWERAGE MIROLINDO PICALAÑA OF THE MUNICIPALITY OF IBAGUÉ, INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS AND THE GENDER EQUALITY AND SOCIAL INCLUSION PROGRAM".

##### CONCEPT OF THE AUDITOR

The concept of the auditor that is described next must be made for the contract object of the auditing:

THE AUDITING will issue an initial concept about the verification of the fulfillment of the requirements and of the content of the report within the FIVE (5) BUSINESS DAYS following the reception of the same one.

In the event the AUDITOR finds that adjustments or precisions concerning the report must be made, in order to obtain the fulfillment of the requirements and contents of the same one, he must request them by written to the CONTRACTOR within the same term. It is understood, that the process of elaboration of the product report of Phase 2 was object of verification, monitoring and constant accompaniment, both on the field as at the office



by the AUDITING, throughout the development of this phase.

The adjustments or precisions that the report requires must be done by the CONTRACTOR within THREE (3) BUSINESS DAYS following the communication of the Auditor in which such situation is indicated.

Once the adjustments are received, the Auditing will have TWO (2) BUSINESS DAYS for its revision. In the event the observations made by the Auditing in his initial revision report, persist, the CONTRACTOR could be object of charges for alleged breach.

Once the report product of Phase 2 is adjusted to the requirements and contents specified, the AUDITING will submit to the CONTRACTING party, within TWO (2) BUSINESS DAYS following the reception of the product, the corresponding report in which the acceptance of the same one is declared.