



NAME OF THE PROJECT.

ALTERNATIVE STUDIES, FEASIBILITY AND DETAILED ENGINEERING DESIGNS OF THE SEWAGE MASTER PLAN OF THE RURAL AND URBAN POPULATED CENTERS OF THE MUNICIPALITY OF VALLEDUPAR, INCLUDING TECHNICAL, LEGAL AND FINANCIAL COMPONENTS, SOCIAL MANAGEMENT AND GENDER EQUALITY

BACKGROUND

The Financiera de Desarrollo Territorial S.A.- FINDETER, created under Law 57 of 1989, and amended by Decree 4167 of 2011, is a mixed economy company of the national order, of the limited liability type, incorporated as a credit institution, attached to the Ministry of Finance and Public Credit, and subject to surveillance by the Financial Superintendence of Colombia.

In accordance with article 270 (h) of the Organic Statute of the Financial System, added by Article 28 of Law 1328 of 2009, FINDETER in the development of its corporate purpose, may provide technical assistance services, project structuring, technical and financial consultancy, and therefore, in the exercise of these legal powers, concludes contracts and agreements for the design, implementation and administration of investment projects or programmes related to the activities listed in numeral 2 of Article 268 of the Organic Statute of the Financial System.

Further, by express provision of Article 6 of Decree 4167 of 2011, as well as article 15 of Law 1150 of 2007, the recruitment regime of FINDETER is private law, except as regards the system of inability and inconsistency legally provided for state procurement and the principles of the administrative function and tax management covered by Articles 209 and 267 of the Political Constitution.

Therefore, the procurement processes shall be governed in accordance with the provisions of the Civil Code, Commercial Code and other applicable rules.

In order to support and promote the development of Colombia, the Foreign and Commonwealth Office (FCO) and FINDETER signed the MoU for the implementation of the Prosperity Fund on 23 November 2017 for an amount of twelve million eight hundred thousand pounds (£ 12,800,000). The agreement pursues the following objectives:

- Urban Development; looking to improve the infrastructure of cities in Colombia to: (a) help meet the UN Sustainable Development Goals, especially Goal 11. "Sustainable, resilient and safe cities and communities"; (b) support inclusive economic growth, poverty reduction, gender equality, taking into account the following issues: (i) urban planning, (ii) gender equality, (iii) mobility and transport (iv) access to public services and (v) adaptation to climate change and risk mitigation.
- Generate tools for the development of strategies for the administration and promotion of rail transport in Colombia and create a new alternative of transport of people and cargo. This should be accessible, economical, responsible in terms of gender and effective. Operational, environmental and economic efficiencies must be taken into account through the identification of financial and technical development opportunities and regulatory techniques and instruments for their implementation.

- Improved effectiveness, efficiency, cost reduction and systematization of the recruitment processes of the different programs in Colombia's regions. The objective is to promote and improve the conditions of fairness and fair competition for foreign investment through promoting transparency, accountability, and reduction of the corruption potential in procurement processes.

The component's resources to achieve the UN's Sustainable Development Goals were defined on the destination to ten (10) cities, selected through a study contracted by the British Embassy in Colombia and developed by the firm Ernst & Young, where one of the ten (10) selected cities is Valledupar - Cesar.

In fact, taking into account the "Urban Development" component of the Memorandum of Understanding (MoU) the contracting of the project that aims to contract the ALTERNATIVE STUDIES, FEASIBILITY AND DETAIL ENGINEERING DESIGNS OF THE SWEAGE MASTER PLAN OF THE RURAL AND URBAN CENTRES OF THE MUNICIPALITY OF VALLEDUPAR, INCLUDING THE TECHNICAL, LEGAL AND FINANCIAL COMPONENTS, SOCIAL MANAGEMENT AND GENDER EQUALITY.

By e-mail of June 20, 2018, the "Valledupar Final Sewer Report" was delivered to FINDETER and on July 10, 2018 a document called "Project Scope" was sent, which will serve as input for the activities to be executed in the contract, as to kickstart the respective pre-contractual process with the technical assistance provided by Findeter.

The information supported by the request for proposal corresponds to documentation prepared by the Municipality of Valledupar, which includes the scope to be executed within the project.

Taking into account that two requests for proposals were made with the private Request for Proposal modality, to which no proponents appeared and one public that was cancelled, The Government of the United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office (FCO), by express request, required that the new selection process be advanced through the PUBLIC REQUEST FOR PROPOSAL modality.

Valledupar has 25 townships that present basic sanitation conditions that have not been satisfied by the municipal administration, this due to the lack of resources for the implementation of master sewage plans that allow the inhabitants to access high quality public services.

Taking into account the above and in accordance with the "urban development" component contemplated in the MoU signed between Findeter and FCO, the municipality of Valledupar prioritized in its correctional area the 13 townships that are currently in precarious conditions in terms of the provision of water service, of which 6 are urban populated centres and 7 rural villages, 2 will be implemented as long as the selected contractor has offered them, in order to obtain additional score.

Of the 13 prioritized townships, 7 have sewer systems; as a result the Municipal Administration, seeking to preserve the operation of these, constantly undertakes with the Valledupar Public Utilities Company corrective maintenance works to the inspection and cleaning wells, in addition to constantly carrying out maintenance contracts with vector suction vehicle, thus attending emergencies in the community, but without providing an adequate and effective solution over time that allows a long-term solution to the basic sanitation problem of the region.

SCOPE AND PURPOSES

In order to comply with the Memorandum of Understanding signed between FINDETER and the Foreign and Commonwealth Office (FCO) and in accordance with its guidelines, the project provides for the implementation of two Conditional Phases, as described below:

- Phase 1: Feasibility studies.
- Phase 2: Detail Engineering Designs

1.1.1. PHASE 1: FEASIBILITY STUDIES

The objective of the activities of this Phase is to select the most favourable solution to the basic sanitation needs described, based on technical, social, legal, environmental and economic criteria generating benefits for women, girls and vulnerable communities, as well as the risks that may be associated with the conception and evaluation of the project. Considerations shall be made to the social, environmental, technical, economic, legal, financial, institutional and other aspects that may affect the evaluation carried out and the continuity of the project design process.

In this Phase, all studies and pre-designs shall be carried out with a sufficient degree of detail to advance an evaluation of all aspects of the project, to establish the benefits, costs, economic, social and environmental indicators, and thus determine whether or not the project is feasible; dictating the start of Phase 2 of the project - Detail Engineering Designs.

In accordance with the above, this Phase will require the analysis of the different technical alternatives. A minimum of three alternatives shall be considered for each analysis, allowing to optimize costs and adopt solutions adjusted to the latest practice of engineering, looking for systems and works that guarantee the efficient use of resources and a sustainable project in all aspects and with adherence to the technical standards of the sector, as well as commitments that have been established with the environmental authority in accordance with the approved PSMV.

For each alternative presented, the approximate investment costs and opportunities for which they shall be made, as well as the costs of operation, maintenance and eventual replenishment during the design horizon should include the source of resources for investment and operation financing, as well as the operating model that best applies. Environmental costs shall be included in all works designed either by prevention, mitigation, correction, compensation, and/or management of the negative effects that arise.

For the selected alternative the contractor will determine the first of the stages or the only one, if applicable, in which the components of the system must be built, in such a way as to minimise the economic costs of the project, taking into account financial, technical, environmental and institutional considerations simultaneously.

Wastewater treatment systems shall be fully justified in terms of the adoption of proposed technologies and/or units.

Within the development of Phase 1, THE CONTRACTOR shall analyse the different service alternatives by evaluating the existing infrastructure and its status, and visualizing which additional structures and networks should be designed and built later in order to ensure the optimal functioning of the sewer system, and the proper management of wastewater. THE CONTRACTOR, in the course of the contract, shall carry out the studies of technical and economic feasibility that conclude with the definition of location and the pre-dimensioning of the different alternatives.

1.1.2. PHASE 2: DETAIL ENGINEERING DESIGNS

Within this Phase, the CONTRACTOR shall develop the detailed designs of all the works that will make up the project, based on the pre-designs prepared for the selected alternative of the feasibility study in Phase 1. The scope of the designs shall be sufficient to draw up the construction plans which, together with technical specifications and other design documents such as reports and reports, which allow both the approval of the projects by the authorities that finance the projects (SGR, territorial authorities, MVCT, etc.), and the execution of the works, without requiring additional information or details, except in the case of special electromechanical equipment and elements of particular characteristics, where detail drawings must be supplied by the manufacturer of such equipment or elements.

The CONTRACTOR shall review the location of the pre-designed works in the feasibility study and will be relocated, if necessary, by modifications in their sizing or alignments. All necessary complementary research will be carried out, particularly in topography, geotechnics, (including deep perforations if necessary), sedimentology, seismic and other relevant aspects.

The construction plans shall be complete and easy to interpret, and shall include cuts of armour and construction details and the definition of all the elements and equipment incorporated in them, such as gates, overpasses, inspection chambers and all those elements that are required for the proper functioning of the system. In addition, the plans shall include plants, frontal, side and cut views, which allow precise determination of the characteristics of each individual structure or typical structures, and shall be accompanied by a summary table with the class, location, abscised, summary description and main dimensions of each of them.

All drawings will be 0.70 m by 1.00 m, or in a different format approved by the auditor, taking into account the needs of the information that is required to include delivered in physical and digital media, in DWG formats duly subscribed by the specialist who has developed them as responsible for them.

In addition to the detailed plans of each work and structure, general plans of project location (MAGNA-SIRGAS reference system) and the location of each of the systems and of each work, an index of plans, the sources of materials and their plan of use and hauling, the location of topographic references, stacks and other general plans that are necessary will be presented.

The plans and information produced at the detailed designs stage shall be sufficient to advance the processes of and for the construction of the works and for the acquisition and assembly of the equipment. In the case of specially designed equipment, the assembly details and the complementary structures related therein, shall be completed only when the respective manufacturer has been selected and he has supplied the corresponding specifications.

The plans of the areas to be acquired for the construction of the works, which must be drawn on the basis of precision planimetric surveys, shall be sufficient for all the procedures required in respect of the imposition of easements, application for permits and acquisition of land.

Economic indicators of the current state of the municipality's sanitation situation without the project will be defined and quantified, and a dynamic database will be created and/or fed, allowing indicators to be monitored. This basis should allow the estimation of post-project indicators.



PROCUREMENT PROCESS SCHEDULE

Activity	Date - time and place as appropriate
Opening and Publication of the Terms of Reference, prior study, annexes, technical documents and other documents associated with the process.	23 June 2020
Terms of Reference Clarification Hearing.	30 June 2020 Time: 09:00 a.m. It will be held by virtual meeting through the Technology Platform for the meeting: TEAMS MICROSOFT or SKYPE. Be attentive to the electronic invitation to be sent in advance.
Reception of observations to the Terms of Reference and Annexes	1 July 2020 Until 5:00 p.m. Via email: tercerosfindeter@findeter.gov.co
Publication of the Comments to the Terms of Reference Response Report, Addendum where relevant and annexes or evidence of non-submission of comments.	6 July 2020
Closing - maximum bid presentation deadline Envelope No. 1 and 2 and Opening of Envelope No. 1	16 July 2020 Time: 10:00 a.m. Via email: tercerosfindeter@findeter.gov.co
Publication of enabling requirements verification report and request for rectifications.	23 July 2020
Opportunity to amend and submit comments to the report of enabling requirements.	Until 28 July 2020 Until 5:00 p.m. Via email: tercerosfindeter@findeter.gov.co
Publication of the Final Report on the Verification of Enabling Requirements.	31 July 2020
Opening of Envelope No. 2 – Economic proposal and other criteria for the qualification of qualified proposals.	03 August 2020 Time: 10:00 a.m. Platform for the meeting: TEAMS MICROSOFT or SKYPE. Be attentive to the electronic invitation to be sent in advance.
Publication of the Evaluation and Score Assignment Report (Eligibility Order).	5 August 2020
Timeframe for submitting observations to the evaluation and score assignment report (order of eligibility).	6 August 2020 Until 5:00 p.m. Via email: tercerosfindeter@findeter.gov.co
Publication of the final evaluation and score assignment report (order of eligibility). Contractor selection Act or declaration of void, as applicable.	11 August 2020

BUDGET

1.1. ESTIMATED BUDGET

The estimated budget for the implementation of the Consultancy is up to the sum of **THREE THOUSAND EIGHTY MILLION FIVE HUNDRED AND THREE THOUSAND EIGHT HUNDRED MILLION (\$3,280,543,880.00) M/CTE** including all costs, expenses, taxes, fees and other contributions incurred for the purposes of the conclusion and execution of the contract.

The following minimum and maximum values must be taken into account for the request for proposal:

Estimated budget	
PHASE	TOTAL VALUE
PHASE 1: Feasibility Study	\$ 1.092.147.020
PHASE 2: Detail Engineering Designs	\$ 2.188.396.860
TOTAL ESTIMATED BUDGET – PE (Phase 1 + Phase 2)	\$ 3.280.543.880

Below is a summary of the values corresponding to the minimum value and the maximum value of each phase, and the total value of the estimated budget.

Estimated budget		
PHASE	MINIMUM PHASE VALUE	MAXIMUM PHASE VALUE
PHASE 1: Feasibility Study	\$ 928.324.967,00	\$ 1.092.147.020,00
PHASE 2: Detail Engineering Designs	\$ 1.860.137.331,00	\$ 2.188.396.860,00
TOTAL ESTIMATED BUDGET – PE (Phase 1 + Phase 2)	\$ 2.788.462.298,00	\$ 3.280.543.880,00

In any event, ***the proponent shall offer the value of the economic offer that shall not be less than the minimum value or higher than the maximum value or the offer will be REJECTED, and said condition applies for each phase.***

ADMINISTRATIVE REQUIREMENTS FOR SUBMISSION OF BIDS

1. QUALIFYING REQUIREMENTS

FINDETER shall advance the verification of the enabling requirements of a legal, financial, and technical nature, resulting in the enablement or disqualification of the proponent, as follows:

- a. **Legal Verification:** *It consists of verification of compliance with all legal requirements and those required in the terms of reference and conflicts of interest.*
- b. **Financial Verification:** *It consists of the verification of the financial order factors set out in these terms of reference*

- c. **Technical Verification:** *It consists in the verification of compliance with the specifications set out in the terms of reference and compliance with the minimum criteria required from the experience point of view.*

1.1. ENABLING REQUIREMENTS OF THE LEGAL NATURE

The proponent, to enable their proposal, shall comply with the legal requirements and provide with the proposal all the legal documents required below.

1.1.1. PROPOSAL COVER LETTER

It contains the presentation of the general conditions of the proposal, express statements and under the gravity of oath of non-existence of inability, incompatibilities, prohibitions and conflicts of interest, the nature of its resources and knowledge of the generalities of the Terms of Reference and the project to be implemented.

The letter of presentation of the proposal must be submitted with the offer duly signed by the proponent, their legal representative or the representative of the consortium or temporary union, in the form and with the minimum contents established in Format 1.

1.1.2. CERTIFICATE OF EXISTENCE AND LEGAL REPRESENTATION

The proponent, a national or foreign legal entity with branch and/or domicile in Colombia, shall prove its existence and legal representation, providing the certificate issued by the corresponding Chamber of Commerce, in which it will verify:

1. **Date of issue of the certificate of existence and legal representation:** may not exceed thirty (30) calendar days prior to the scheduled date of the closing of the period of this process.
2. **Corporate purpose:** It must be related to the object of contracting or contemplating activities related to it.
3. **Powers of the legal representative:** The powers of the person exercising the legal representation shall enable him/her to submit the tender, subscribe the contract arising from this selection process in case it is favoured with the award, as well as to commit the company.
4. **Limitations of the legal representative:** In the event that from the content of the Certificate issued by the Chamber of Commerce, it is apparent that the legal representative has restrictions to submit the proposal and/or to contract and be bound on behalf of it, he/she must prove the authorization by which the competent body empowers him/her to submit the proposal and execute the contract in the event of being selected and, if required to establish the powers of the Legal Representative in the bylaws, he/she must annex a copy of the relevant part thereof. The required documents must have been granted prior to the closure of this selection process.
5. **Domicile:** That the legal entity has domicile or branch domiciled and duly registered in Colombia.
6. **Term of incorporation:** That the legal entity is registered with the Chamber of Commerce with ONE (1) year prior to the closing date of this request for proposal.

Branches must prove that you are registered in Colombia with One (1) year prior to the closing date

of this request for proposal.

7. **Term:** That the term is not less than the period of execution and settlement of the contract. However, if the contract is awarded, it must maintain the term of the legal entity (individually or as a member of the plural proponent), during the performance of the contract and five (5) years more.
8. **Statutory Auditor:** The appointment of the statutory auditor, if applicable.

The foreign legal entity without branch and/or domicile in Colombia must prove this requirement with the equivalent document in its country of origin. The equivalent document provided shall be deemed to be submitted under the gravity of the oath.

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

Failure to comply with the requirements set out herein shall result in the proposal not being legally qualified; In the case of clarifications or enabling documents, these must be provided by the proponent in the terms and deadlines indicated by the entity at the remedy stage, subject to rejection of the proposal.

In the event that the closing of the process is extended, for the purposes of the validity of the certificate of existence and legal representation, the initial date of the closure provided for in these terms will be taken into account.

1.1.3. PLURAL PROPONENT INCORPORATION (IF APPLICABLE)

The proponent shall submit the plural proponent's document through the associative figures of consortium or temporary union, in which he shall contain at least the following information:

1. The object of the consortium or temporary union must be the same as the object to be contracted.
2. The appointment of a representative or representative who shall be empowered to act on behalf of and represent the consortium or temporary union; a substitute may also be appointed to replace it in cases of temporary or permanent absence.
3. Address of the associative figure.
4. Indicate whether the participation is as a consortium or temporary union, and in the latter case, they shall expressly indicate the activities, terms and scope of participation of each of its members in the proposal and in the execution of the contract.
5. The clear and express statement in the constitution document that those who make up the Consortium or Temporary Union will be responsible for the fulfilment of each and every obligation arising from the offer and the contract, in the pre-contractual, contractual and post-contractual phases, including the settlement stage.
6. For the members of the consortium, liability is joint and unlimited for penalties for non-compliance with the obligations arising from the proposal and the contract and for the limited Temporary Union.
7. For this request for proposal at least one (1) of the members attesting to the specific experience indicated

in these Terms of Reference must have a share of thirty per cent or more (30%) and present documents that correspond to their nature, whether natural or legal person. If only one (1) of the members of the plural proponent is the one who certifies the specific experience, his participation in the associative figure may not be less than fifty per cent (50%).

8. None of the members of the credit quota letter shall have a percentage of participation in the consortium or temporary union less than thirty per cent (30%).
9. Under no circumstances shall the percentage distribution be greater than 100%.

1.1.4. PLURAL PROPONENT DOCUMENTS

Each of the members of the plural proponent, whether natural or legal person, national or foreign, shall provide the following documents:

1. Act of establishment of the consortium or temporary union.
2. Certificates of existence and legal representation issued by the Chamber of Commerce, attesting to the existence and legal representation of each of its members.

Note: *In case of limitations or restrictions on the Chamber and Commerce Certificate regarding the Legal Representative's ability to bind to the proposal, they shall provide the documents attesting to it, such as Proceedings of the competent body, bylaws.*

In the case of legal persons of public law, administrative act of creation (if applicable), decision of appointment, record of possession and photocopy of the certificate of the legal representative, certification of functions, delegation or powers issued by the competent official.

3. A legible copy of the citizenship card must be used on both sides of natural persons.
4. Of the legal person(s), a legible copy must be paid on both sides of the citizenship card of the legal representative(s).
5. In the case of a foreign natural person domiciled in Colombia and a foreign legal entity with a trade or branch establishment in Colombia, a copy of the foreigner identification or residence permit of the proponent natural person or the legal representative of the legal entity or administrator of the branch shall be granted.
6. In the case of a foreign natural person without domicile in Colombia and a foreign legal person without a trade establishment or branch in Colombia, a legible copy of the passport of the individual proponent or the legal representative of the legal entity shall be provided.

NOTE: *When the citizenship or foreigner certificate is pending, the password issued by the National Register of the Civil Service will be held as a valid document.*

7. Its members, agents and representatives may not be reported or included in a national or international list referring to the Laundering of Assets and Financing of Terrorism.
8. Foreign legal persons participating in a consortium or temporary union may constitute a single common proxy, and in such case, the presentation of the common power granted by all members, with the requirements of authentication, consularization, legalization and/or apostille and translation

required by the Colombian Commercial Code, in addition to those set out in these Terms of Reference, shall suffice for all purposes. The power referred to in this paragraph may be granted in the same act of incorporation of the Consortium or Temporary Union.

9. The guarantee of seriousness of the proposal in the case of plural proponent, in addition to the requirements set out in these terms of reference, shall indicate the members of the plural proponent and his percentage of participation.
10. The duration of the consortium or temporary union, which may not be less than the period of performance of the contract and one (1) more year.
11. Each proponent, whether he participates individually or constitutes as a consortium or union must submit only one offer.
12. Once the consortium or temporary union has been constituted, its members may not assign or transfer their participation in it or modify its members or their participation in it. If any modification is necessary, once the contract has been concluded, it will require written authorization from the CONTRACTING PARTY.
13. For tax purposes, the regime provided for in the Tax Statute shall be applied to consortia and temporary unions.

1.1.5. CITIZENSHIP CARD OR ITS EQUIVALENT

In the case of a natural person, the proponent must take a copy of the citizenship card on both sides.

In the case of a legal entity, the proponent must take a copy on both sides of the legal representative's citizenship certificate.

In the case of a foreign natural person domiciled in Colombia and a foreign legal entity with a trade or branch establishment in Colombia, a copy of the foreigner identification or residence permit of the proponent natural person or the legal representative of the legal entity or administrator of the branch shall be granted.

In the case of a foreign natural person without domicile in Colombia and a foreign legal entity without a trade or branch establishment in Colombia, a copy of the passport of the proponent natural person or the legal representative of the legal person must be provided.

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

Submit the Certificate of Fiscal Responsibility issued by the Comptroller General of the Republic, the proponent and the legal representative of legal persons, indicating that it is not reported. Such certificate must have been issued within thirty (30) calendar days prior to the closing date of this selection process. If the certificate is not provided, FINDETER will consult the relevant background at the time of verification.

The natural and legal foreign person without domicile and/or branch in Colombia, must also present the certification covered by the previous subparagraph, in which it is not reported; if it is not registered, he must prove that requirement with the equivalent document in his country of origin, unless this requirement or the

authority is not established, for which the proponent must state it under the gravity of the oath.

1.1.7. BACKGROUND CERTIFICATE FROM THE ATTORNEY GENERAL'S OFFICE

Submit the Certificate of Disciplinary Background issued by the Attorney General's Office, the proponent and legal representative of legal persons, certifying that it is not reported as disabled to contract in the Sanctions and Causes of Inability "SIRI" Registration Information System of the Attorney General's Office. Certificate that must have a date of issue no more than thirty (30) calendar days, prior to the closing date of this selection process. If the certificate is not provided, FINDETER will consult the relevant background at the time of verification.

The natural and legal foreign person without domicile and/or branch in Colombia, must also present the certification covered by the previous subparagraph, in which it is not reported; if it is not registered, he must prove that requirement with the equivalent document in his country of origin, unless this requirement or the authority is not established, for which the proponent must state it under the gravity of the oath.

1.1.8. JUDICIAL BACKGROUND AND REPORT IN THE NATIONAL REGISTRATION SYSTEM OF CORRECTIVE MEASURES – RNMC

The proponent, whether a natural person or as a member of a consortium or temporary union shall submit proof of judicial background consultation, as well as the National Register of Corrective Measures which will include the identification of the person, the type of anti-cohabitation behaviour, the type of remedy and the status of payment of the fine or compliance with the corrective measure , both supplied by the National Police which must have a date of issue no more than thirty (30) calendar days, prior to the closing date of this selection process. In case of not providing these certificates, the CONTRACTING PARTY at the time of verification, will consult the corresponding background.

1.1.9. AUTHORIZATION FOR THE TEMPORARY EXERCISE OF THE PROFESSION IN COLOMBIA

In the event that the selected proponent offers staff of engineering profession or auxiliary profession or in order, entitled and domiciled abroad, he must present to the supervisor for the subscription of the minutes of initiation the temporary permit issued by the National Professional Engineering Council and its Auxiliary Professions - COPNIA, for the temporary exercise of the profession in Colombia without professional registration, professional registration certificate or certificate of registration, as the case may be.

1.1.10. GUARANTEE OF THE PROPOSAL'S SERIOUSNESS

The proponent must constitute at his expense, and submit with his offer, an insurance policy issued by an insurance company legally incorporated in Colombia that covers the seriousness of the proposal in **FORMAT FOR PUBLIC ENTITIES WITH PRIVATE CONTRACTING REGIME**, with the following characteristics:

THE PROPONENT shall be construed as HOLDER AND BONDED PARTY, and THE CONTRACTOR as INSURED AND BENEFICIARY.

The seriousness policy of the offer must expressly contain the **NUMBER and the OBJECT of the request for proposal.**

In the case of a plural proponent, it must indicate its members and percentage of participation.

This warranty shall expressly indicate that:

1. The insurer covers FINDETER from the penalties attributable to the proponent, in the following events:
 - a. *Non-subscription of the contract without just cause on the part of the selected proponent.*
 - b. *Failure to extend the term of the guarantee of seriousness of the offer when the term provided for in the terms of reference or the rules of participation is extended, or when the term provided for the subscription of the contract is extended, provided that such extensions do not exceed a term of three (3) months.*
 - c. *Withdrawal of the offer after the deadline for submission of proposals.*
 - d. *The non-presentation by the selected proponent of the guarantee of compliance required by THE ENTITY to cover the breach of the obligations of the contract.*
2. The proponent shall constitute at his expense, and submit with the tender, a guarantee of seriousness of the proposal which must contain the following characteristics:
 - a. **CONTRACTING PARTY: CONTRACTING PARTY: FINANCIERA DEL DESARROLLO TERRITORIAL S.A. – FINDETER NIT: 800.096.329-1**
 - b. **ACTIONS OF RELIEF:** The Seriousness Guarantee shall cover the damages arising from the non-compliance with the offer and shall be indemnified.
 - c. **INSURED VALUE:** The Bid's Seriousness Guarantee must be equivalent to 10% of the total value of the request for proposal's budget.
 - d. **TERM:** It must be valid for four (4) months from the date of the process closes. If the closing date is extended, the validity of the policy must be adjusted.

With the timely submission of the proposal, it is understood that it is irrevocable and that the proponent maintains in force all the conditions for the entire term of the policy, including extensions of the deadlines that may be submitted in accordance with the terms of reference and their respective guidelines.

- I. **Presented in a timely manner the guarantee, verified that corresponds to the selection process, if it does not contain the requirements of the terms of reference, the proponent must clarify or remedy them, and then forward the modifications within the perentory term set out in the schedule of the process, subject to the rejection of the offer.**
- II. **The proponent must provide the payment support for the corresponding premium, or the payment or electronic transaction support The non-expiration certification for non-payment will not be accepted.**

Where the guarantee of seriousness is not known together with the proposal, or it does not correspond or does not refer to this selection process, or draft is provided, the offer will be rejected.

1.1.11. SINGLE TAX REGISTRATION OR ITS EQUIVALENT

The proponent is a natural or legal person, national or foreign, domiciled and/or branched in Colombia, must present the certificate of Single Tax Registration - RUT.

If you are the proponent natural or foreign legal person without domicile and/or branch in Colombia, this requirement does not apply for the submission of the proposal, but if is awarded you must register in the Single Tax Register (RUT) with the Colombian Directorate of National Taxes and Customs.

1.1.12. CERTIFICATION OF COMPLIANCE WITH OBLIGATIONS WITH THE GENERAL COMPREHENSIVE SOCIAL SECURITY SYSTEMS AND PARAFISCAL CONTRIBUTIONS

The proponent must prove that he is to the day of the closing date of the selection process, with the payment of the parafiscal contributions generated from the payroll of his employees of the last six (6) months for health systems, occupational risks, pensions and contributions to the Family Compensation Funds, Colombian Institute of Family Welfare and National Learning Service.

If you are NOT obliged to pay parafiscal and social security contributions, because you do not have staff in charge, you must declare this circumstance under the oath of office.

In the event that you are NOT obliged to pay contributions to SENA, ICBF and Health, you must declare this circumstance under the severity of the oath and also provide certification of compliance with pension contributions, occupational risks and Compensation Funds generated from the payroll of employees of the six (6) months prior to the closing date.

The above circumstances shall be established as follows:

- a. *Legal persons shall do so by certification issued and signed by the fiscal auditor (when, according to the law, it is obliged to have it or when by the bylaws so provide it), or by the legal representative when it is not obliged to have a fiscal auditor. **Providing a copy of the national ID, professional card and current criminal record certificate of the fiscal auditor.***
- b. *Natural persons shall do so by a sworn statement.*

In addition, as a national natural person, this individual must prove compliance with this obligation with the form or membership record to the General Social Security System, through which it is proven that the individual is linked under the modality of contributor, beneficiary or affiliate to the subsidised regime, at least for the month immediately preceding the scheduled date for the closing of this request for proposal.

Note: In the event that the certification is issued by The Fiscal Auditor, a copy of the Professional Card, a copy of the citizenship certificate and a valid certificate of disciplinary background issued by the Central Board of Accountants shall be provided.

1.1.13. TITLE REQUIREMENT AS A CIVIL ENGINEER OR SANITARY ENGINEER – NATURAL PERSON.

Pursuant to Law 842 of 2003 and in order not to allow the illegal exercise of the Engineering, the natural person who intends to participate in this request for proposal, either individually or as a member of a plural proponent (consortium or temporary union), must prove that he/she has a degree as a Civil Engineer or Sanitary Engineer, for which he/she must attach a copy of their professional registration and a copy of the certificate of validity issued by COPNIA which must be valid. Those who should not be suspended from the

exercise of their profession, under penalty of the rejection of the proposal in which they participate.

1.1.14. OFFER CREDIT

If the legal representative or representative of the individual proponent, national or foreign legal entity, or the legal representative or representative of the plural structure, does not hold a degree of Civil Engineer or Sanitary Engineer, the offer must be endorsed by a Civil Engineer or Sanitary Engineer, for which he must attach a copy of his/her professional registration and a copy of the certificate of professional registration issued by COPNIA, which must be valid. This individual shall not be suspended from the exercise of his profession, under penalty of the rejection of the proposal he pays.

1.1.15. CERTIFICATION OF THE FISCAL AUDITOR

The proponent, either individual or as a member of an associative figure, shall be certified by the Fiscal Auditor for the purposes of whether it is an open or closed public limited company. This requirement will only be enforceable for limited liability companies.

The foreign legal entity without domicile and/or branch in Colombia, must prove this requirement with the equivalent document in its country of origin. The equivalent document provided shall be deemed to be provided under the gravity of the oath, a situation which shall be construed as being provided with the submission of the proposal.

1.1.16. CERTIFICATE OF THE SINGLE REGISTRATION OF PROPONENTS OF THE SINGLE BUSINESS REGISTRATION OF THE CHAMBER OF COMMERCE (IN CASE OF BEING REGISTERED)

For the purposes of the verification and evaluation of the previous contract compliance factor only, legal persons registered in the Single Register of Proponents of the Single Business Register of the Chamber of Commerce shall provide the certificate of registration of the singular proponent and that of each of the members of the consortium or temporary union as a plural proponent. In the event of not providing such a document, the Entity will consult on the website of the Single Business and Social Registry (RUES) in order to verify the sanctions that are registered of each proponent.

1.1.17. RESTRICTIVE LISTS - MONEY LAUNDERING AND FINANCING OF TERRORISM.

The proponent, his legal representatives or his agents shall not be reported or included in the national lists with duly enforceable and/or international judgments referring to Money Laundering and Financing of Terrorism.

Accordingly, with the submission of the proposal, they give express authorization for the Entity at any time to consult restrictive lists, information systems and databases to which it is located, which refer to the Money Laundering and Financing of Terrorism.

Likewise, with the presentation of the offer it states that the resources that make up its assets do not come from money laundering, financing of terrorism, drug trafficking, illegal collection of money and in general of any illicit activity and that, if favoured with the award, the resources received under the contract of the request for proposal will not be destined for any of the activities described above.

The proponent states with the presentation of the proposal that: (i) neither he as legal representative, nor the company he represents, are included in the restrictive lists referring to the Money Laundering and Financing of Terrorism, (ii) the resources that make up his assets do not come from money laundering, financing of terrorism, drug trafficking, illegal collection of money and in general any illicit activity, and (iii) that the resources received under the contract are not intended for any of the activities described above.

The proponent, through the submission of the proposal is subject to the current and applicable rules on the prevention and control of money laundering and terrorist financing, and therefore undertakes to comply with them and to implement if necessary the prevention and control mechanisms in order to detect and report in time unusual and suspicious operations. In the event that the proponent is engaged or linked to unusual and suspicious operations in the field of Money Laundering or Terrorist Financing, he shall immediately inform FINDETER in writing in order for FINDETER to bring forward the relevant contractual and/or legal actions in order to establish the impact of the risk and carry out the necessary checks for its mitigation, through the application of extended due diligence.

According to the above, the proponent expressly authorizes FINDETER, with the submission of the proposal, to consult at any time relevant restrictive lists, information systems and databases, which refer to the Money Laundering and Financing of Terrorism.

2. ENABLING REQUIREMENTS IN FINANCIAL TERMS

2.1. FINANCIAL REQUIREMENTS

In order for the proposal to be considered financially apt, the national proponent, foreign national with branch in Colombia and foreign proponents without branch in Colombia, must submit one or more pre-approved or approved credit quotas, each and every one of them must meet the following requirements:

1. *Credit quota certification issued by a financial institution supervised by the Colombian Financial Superintendence must be submitted.*
2. *Business name of the financial institution issuing the certification.*
3. *Full name, position and signature of the official of the financial institution authorized to issue the certification.*
4. *The credit quota certification must be addressed to the request for proposal.*
5. *The date of issuance of the credit quota certification must be less than thirty (30) days prior to the closing date of this request for proposal.*
6. *The value of the credit quota must be equal to or greater than 20% of the budget of this request for proposal. If this condition is not met, IT WILL BE CAUSAL OF REJECTION.*
7. *None of the member(s) providing the credit quota chart may have a percentage of participation in the consortium or temporary union less than thirty per cent (30%).*

The presentation of overdraft quotas, credit card, CDT, savings accounts, bonuses, securities, securities documents, or bank guarantees and/or standby credit cards, or factoring fees, or any mechanism that does not correspond to a credit quota will not be accepted.

The Evaluation Committee reserves the right to consult at any stage of the request for proposal, prior to the award, the aspects it deems appropriate of the letter credit quota, including but not limited to the telephone number and/or corporate contact email, as well as the signer's details, for which it will require clarification to the proponent within a perentory term.

2.2. HABILITATING REQUIREMENTS OF THE TECHNICAL NATURE

Taking into account the activities that will be carried out during the execution of the contract, its type, scope, magnitude and complexity, and in order to propose by the selection of an appropriate CONTRACTOR that executes the contract with the best qualities, FINDETER has determined that the proponent must meet the following minimum requirements and minimum experience criteria required:

2.2.1. PROPONENT SPECIFIC EXPERIENCE (HABILITATING)

For this request for proposal, proponents must provide **maximum three (03) certifications** of contracts completed and received to satisfaction before the date of the closing of the process, whose experience corresponds to any of the following alternatives:

- ❖ **THE DEVELOPMENT OF STUDIES OR DESIGNS OF SEWER SYSTEM COMPONENTS; /OR TECHNICAL, LEGAL AND FINANCIAL STRUCTURING OF SEWER SYSTEMS.**
- ❖ **AUDIT TO THE ELABORATION OF STUDIES AND/OR DESIGNS OF COMPONENTS OF THE SEWER SYSTEM; OR AUDIT TO THE TECHNICAL, LEGAL, AND FINANCIAL STRUCTURING OF SEWAGE SYSTEMS**

Contracts with which the experience is intended to be accredited must be received to satisfaction (by way of example: 100% completed the object of the contract or executed in its entirety or without pending execution) prior to the date of the closing of the process, which meet the following conditions:

- I. *The contracts provided shall, as a whole, add a value equal to or greater than ZERO POINT SEVEN (0.7) times the value of the Estimated Budget – PE expressed in SMMLV.*
- II. *One of the contracts provided must prove experience in the ELABORATION OF THE STUDIES OR DESIGNS **OR AUDITING TO THE ELABORACION OF STUDIES OR DESIGNS** OF COMPONENTS OF THE SEWAGE SYSTEM OR TECHNICAL, LEGAL AND FINANCIAL STRUCTURING OF SEWAGE SYSTEMS OR AUDITING TO THE TECHNICAL, LEGAL AND FINANCIAL STRUCTURING OF SEWAGE SYSTEMS. whose value is equal to or greater than 0.4 times the value of the Estimated BUDGET – PE expressed in SMMLV (Minimum Legal Monthly Wages), which must have included study or design of sewage networks*

Note 1: It will only be taken into account to prove the above-mentioned particular condition the value corresponding to the activity of *EXPERIENCE IN THE ELABORATION OF STUDIES OR DESIGNS **OR INTERVENTORY TO THE ANALYSIS OF STUDIES OR DESIGNS** COMPONENTS OF THE SYSTEM OF SEWER OR TECHNICAL STRUCTURING, LEGAL AND FINANCIAL OF SYSTEMS OF SEWER OR AUDITING TO THE TECHNICAL, LEGAL, AND FINANCIAL STRUCTURING OF SEWAGE SYSTEMS*. The value of other projects, scopes, activities or experiences other than the *EXPERIENCE IN THE ELABORATION OF STUDIES OR DESIGNS **OR AUDITING TO THE ELABORACION OF STUDIES OR DESIGNS** OF COMPONENTS OF THE SEWAGE SYSTEM OR TECHNICAL, LEGAL, AND FINANCIAL STRUCTURING* will not be taken into account for the purpose of proving the particular value condition.

Note 2: The specific experience of the proponent must be accredited by the documents established as valid in the numeral of SPECIFIC EXPERIENCE ACREDITATION RULES.

Note 3: The amendment or clarification of the specific experience of the proponent may only be carried out on the experience provided.

Note 4: Building, intervention, repair, expansion and/or urban planning licenses are not valid to attest experience.

Note 5: For the purposes of this process, the following means:

Sewer system. Set of elements and structures whose function is the collection, conduction and evacuation to treatment plants and/or bodies receiving water, wastewater and/or rains produced in a city or municipality. Also included are the works required for the transport, treatment and final disposal of these waters.

SEWAGE Network: Set of ducts whose function is the collection, conduction and evacuation of wastewater or rainwater.

2.2.1.1. RULES FOR ATTESTING THE SPECIFIC EXPERIENCE OF THE PROPONENT

A. Where certifications or records of specific experience performed in any type of associative figure are presented, the activities for each of the members shall be quantified individually as follows:

- I. *When the share was fifty percent or greater (50%) activities carried out in their entirety will be taken into account.*
- II. *If the share was less than fifty per cent (50%), it will be quantified in proportion to the percentage of participation held by the member in the respective associative figure.*

In the event that a contract or project that is contributed for the experience has been executed by a plural proponent and, two (2) or more of its members conform to a plural proponent to participate in the present process, said contract or project shall be understood as one (1) only contract or project and will take into account for the contribution of the experience the sum of the percentages of the members of the Consortium or Temporary Union who executed the contract, and who are participating in the present process.

When this case is presented, the contract shall be taken into account in the entire participation of the members who formed the plural proponent who acquired the experience and who are participating in the present selection process. And in the event that any of the members has a stake of 50% or more, that contract will be understood as a (1) only contract or project and only the experience of this member will be quantified under this rule. The percentage of participation of the other members in that contract or project may not be accumulated, since it cannot be accredited until up to 100% of the experience carried out in the contract or project contributed.

- III. The value of the contract shall be quantified in proportion to the percentage of participation held by the member in the respective associative figure.
- IV. Individual specific experience may be accumulated for each member in order to achieve one hundred per cent (100%) of the specific experience required.

- B. Experience derived from contracts or split projects will not be accepted.
- C. Conversion to current legal minimum monthly wages (SMMLV) will be made in accordance with the total executed value of the contract or project at the date of termination or the date of subscription of the delivery certificate and final receipt thereof, in accordance with the value of the Colombian minimum wage in force for that date.

For the purposes of the conversion to minimum wages, in case the proponent presents support both the date of termination and the date of subscription of the delivery certificate and / or final receipt, the date that will be taken for the conversion, will be the date of termination of the contract.

In the event that the proponent fails to submit the documents, with the proposal or at the remedy stage, which comply with the conditions set out in the experience accreditation alternatives, where the total executed value of the contract can be verified in SMMLV, that contract or project will not be taken into account in order to establish this criterion of experience.

For the above purposes, the entity will also convert the estimated budget of the request for proposal to Minimum Legal Monthly Wages in force at the date of closing.

2.2.1.2. EXPERIENCE GAINED THROUGH AN INTERNATIONAL OR GLOBAL NETWORK OF FIRMS

Experience gained through an international network of signatures shall be considered valid, therefore, if the proponent is a member of an international or global network of signatures, he or she may submit:

- (i) *Certifications of contracts executed by one of the members of the international network.*
- (ii) *They shall attach the certificate specifying that both the proponent and the company that executed the contract are members of the international network and.*
- (iii) *They shall must submit the Format "CERTIFICATION AND/OR LETTER TO BELONG TO THE INTERNATIONAL / GLOBAL NETWORK OF SIGNATURES / COMPANY CONTROLLED BY THE CASA MATRIZ", in which the proponent who is a member of the signature network, presents certification and / or letter that proves it. (They shall identify in detail the name of the International or Global Network of Signatures to which they belong).*

The accreditation of experience of companies controlled by the proponent or by the members of the plural structure, or its parent company, or of companies controlled by its parent company, or of the subsidiary or its subordinates **will be accepted**. (In this event the proponent must also make use of the Format. Stating in detail the name of the Firms Network / society controlled by the parent company.).

Of the branches of foreign companies, both the experience of the branch and its respective parent company will be taken into account.

Experience derived from contracts or split projects will not be accepted.

The Conversion to current statutory minimum monthly wages (SMMLV) will be carried out in accordance with

the total executed value of the contract or project or activity (if specified experience is required in certain activity) to the date of completion or the date of subscription of the delivery and final receipt of the same, in accordance with the value of the Colombian minimum wage in force for that date.

For the purposes of the conversion to minimum wages, in the event that the proponent presents media both the date of termination and the date of subscription of the delivery certificate and/ or final receipt, the date that will be taken for the conversion, will be the date of termination of the contract.

In the event that the proponent does not present, within the corresponding stage, documents that meet the conditions established in the experience accreditation alternatives, where the total executed value of the contract can be verified, in order to perform the calculation of the SMMLV, that contract or project will not be taken into account in order to prove this criterion of experience.

For the above purposes, the entity will also convert the estimated budget of the request for proposal to Legal Monthly Minimum Wages Effective at the date of closing.

The specific experience of the proponent may be accredited by the fulfilment of the following alternatives:

Alternative A. Through presentation of certification or constancy issued by the procuring entity, in which the object of the contract or project is recorded, 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 settlement of the contract or project. In no case shall the certification or record issued only by the external auditor of the contractor be accepted.

Alternative B. By submitting the copy of the final receipt or delivery certificate (or an equal document) or a copy of the settlement certificate, provided that they contain at least the following information: 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, and shall be subscribed as appropriate, by the Auditor and/or supervisor and/or representative of the procuring entity and the Consultant/Contractor.

If the documentation described in any of the aforementioned alternatives corresponds to a PUBLIC DOCUMENT ¹ granted abroad, APOSTILLED OR LEGALIZED AS APPLICABLE BY THE SELECTED PROPONENT, as required in these terms of reference. Notwithstanding the above, and in the event of the impossibility of filling in such proceedings, a simple copy of such documents may be provided, accompanied by an affidavit granted to Notary; if such a declaration sworn in in foreign countries is surrendered, in respect of it, the procedure of apostille or legalization, as appropriate, must be advanced with the full of the requirements of these terms of reference.

In any case, self-certifications, understood as: (i) Any certification issued by the offeror will not be accepted to prove their own experience. (ii) Any certification issued by associative figures to which the offeror or the members thereof have been a party.

¹ **(Public Document:** *It is the one granted by a public servant in the exercise of its functions or with its intervention. Likewise, the document granted by an individual in the exercise of public functions or with his intervention is public. (Resolution No. 10547. 14-12-2018 Ministry of Foreign Affairs - Government of Colombia).*

Subcontracting is valid only when the subcontracting is direct and primary to the initial contract of the project or object executed. To do this, they must submit together with the certification or documents of the alternative chosen, a copy of the main contract or agreement of the contracting entity or undertaking and a copy of the contract where the main contractor subcontracts it.

In the event that the documents provided do not contain the information enabling verification, the proponent may annex the certificate of termination, partial act, or of delivery and final receipt, or act of liquidation, which must be subscribed as appropriate, by the Auditor and/or supervisor and/or representative of the procuring entity and the **Consultant/Contractor**. Likewise, they may provide a copy of the supporting relevant documents (provided that they are issued by the procuring entity or public entity), which allow to show the execution of the contract or project or make up for the missing information.

However, the Entity reserves the right to verify the information provided by the proponent and to request clarifications or other documents that it deems appropriate to prove the experience.

Under no circumstances may the proponent change or replace the contracts **or projects** initially submitted with the proposal to prove the technical experience required, since they will not be taken into account, of these can only be clarified, provided information or related documents when the entity so requires.

In the event where the above-planned alternatives do not report the percentage of participation of the plural proponent, the plural proponent must provide the document establishing the associative figure or agreement of wills in which that percentage is evident.

For this process it is not valid to prove the experience through contracts executed under the modality of Delegated Administration.

If more than one form or a larger number of contracts or projects are presented for the purposes of accreditation of the experience, the first form that appears in consecutive foliated order will be verified and the first contracts **or projects** related in Format No. 3, in its order, and up to the maximum number indicated in the terms of reference. In the event of providing more than one contract or project or a certification of several contracts **or projects** and the proponent does not partially indicate or indicate in the format those required to be taken into account for enabling purposes, the contracts **or projects** of higher total value executed and up to the maximum number required in the terms of reference shall be taken into account.

EVALUATION CRITERIA

CRITERIA FOR EVALUATION AND QUALIFICATION OF PROPOSALS

The allocation of the score to the proposals will be carried out by the evaluators of the CONTRACTING PARTY. The best qualified proposal will be selected and therefore turns out to be the most favourable for the entity and for the purposes it seeks with this contract, for this it will be taken into account that the maximum score of the evaluation will be one hundred (100) points, resulting from the following factors and evaluation criteria:

The score assignment comprises the following five (5) grading criteria:



RATING FACTOR	SCORE
Assessment and qualification of the proponent's additional experience	Up to 30 points
Evaluation of Additional Offer.	Up to 20 points
Accreditation of commitment in social and gender inclusion.	Up to 20 points
Innovation	Up to 10 points
Economic proposal.	Up to 20 points
TOTAL	100 points

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

4.1.1. EVALUATION OF EXPERIENCE IN COMMITMENT IN SOCIAL AND GENDER INCLUSION.

To obtain this score, the proponent can demonstrate its commitment to social inclusion and gender equality by meeting the following requirements:

Certificates of contracts executed in their entirety with which, in each certificate presented, experience of at least one year is attested in the implementation or participation in social inclusion and/or gender equality programs represented in institutional policies and/or social programs. (These processes must have been developed in social accompaniment activities to infrastructure works, or research on the socio-economic conditions of the population, or intervention in social development).

Up to 2 contract certificates may be submitted, scoring them as follows:

CERTIFICATE AND/OR CONTRACT THAT MEETS CONDITIONS	POINTS
<i>One</i>	<i>15</i>
<i>Maximum Two</i>	<i>30</i>

4.1.2 ECONOMIC PROPOSAL EVALUATION (Up to 70 points)

The allocation of the score to economic proposals will be made in accordance with the patterns established in the terms of reference of the request for proposals advanced by FINDETER. The maximum score for the economic assessment shall be seventy (70) points, resulting from the following factor and evaluation criterion:

RATING FACTOR	SCORE
Economic Assessment	Up to 70 Points
TOTAL	70 Points

2.3. EVALUATION OF ADDITIONAL EXPERIENCE ATTESTING IN SOCIAL MANAGEMENT AND GENDER EQUALITY. (maximum 20 points).

To obtain this score, the proponent must demonstrate its commitment and experience on social management and gender equality by meeting the following requirements:

Certificates of contracts, or projects, or programs completed and implemented in connection with infrastructure

work or civil works with which it proves experience equal to or greater than twelve (12) months in the last five (5) years in terms of: social management, and/or gender equality, and/or social accompaniment, and/or prior consultations, and/or community work with NARP, indigenous or ROM population,

These certificates must contain the following information:

- Object of the contract, or project, or program.
- General and/or specific social obligations within the basis of: development of population, family and/or community characterization; workshops, participatory design programs, socialization meetings, and/or working tables; resolution of conflicts and/or prior consultations; coordination of social activities and/or gender equality.
- Start date and termination and/or settlement (if applicable).

Up to 2 certificates of contracts, or completed and executed projects or programmes, may be submitted by scoring as follows:

CERTIFICATE AND/OR CONTRACT THAT MEETS CONDITIONS	POINTS
One	10
Two	20

For the experience in social management and gender equity to be presented by the proponent, you should consider the experience accreditation alternatives, set out in the Experience Accreditation Rules provided for in the terms of reference in relation to the specific experience. However, the proponent in this instance may under no circumstances change, remedy or replace the contract certifications submitted for the obtaining of scores in this criterion.

2.4. INNOVATION COMPONENT EVALUATION (MAXIMUM 10 POINTS)

To obtain this score you must deliver in Envelope No. 2 with your proposal the "letter of commitment on the incorporation of innovation methodologies", where the CONTRACTOR undertakes to take into account and deliver the products defined in the guidelines of innovation design centred to the user, defined in the annex, in order to identify problems or needs of the community to which the project is aimed, so that possible solutions can be linked in the Project Design Phases and its subsequent implementation, transforming the information collected into feasible ideas and opportunities that empowers the community into the project and strengthens the design.

COMMITMENT TO INCORPORATING INNOVATION METHODOLOGIES	POINTS
YES	10
NO	0

2.5. ECONOMIC PROPOSAL EVALUATION (MAXIMUM 20 POINTS)

The allocation of the score to economic proposals will be made in accordance with the patterns established in the terms of reference of the requests for proposals made by FINDETER. The maximum score for the economic assessment shall be twenty (20) points, resulting from the following factor and evaluation criterion:

RATING FACTOR	SCORE
Economic Assessment	20 points

TOTAL	20 points
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PROJECT DURATION

The general term of the contract has been estimated in **THIRTEEN (13) MONTHS AND FIFTEEN (15) CALENDAR DAYS**, which corresponds to the sum of the individual deadlines of each of the Phases. Likewise, the general term of the contract will begin to be counted from the subscription of the minutes of the beginning of the contract.

The deadlines have been determined according to the time required for each Phase. The distribution of time limits described above shall be taken into account independently for each Phase, at the time of drawing up the economic proposal.

During the time established between the term of a Phase and the start of the next Phase, the CONTRACTING PARTY shall not recognize value in addition to that established and effectively executed for each Phase in this study.

The CONTRACTOR must enter the commencement minutes of the contract. The minutes of the CONTRACT must be signed simultaneously with the initiating minutes of the auditing contractor.

The time limits set for each Phase are as follows:

Description of the Phase	Execution Deadline	Total Term
PHASE 1: Feasibility Studies.	Four (4) months	THIRTEEN (13) MONTHS AND FIFTEEN (15) CALENDAR DAYS
PHASE 2: Detail Engineering Designs	Nine (9) months and fifteen (15) calendar days.	

*The implementation period of Phase 2 is distributed as follows for each Component which will be executed simultaneously:

PHASE 2: DETAIL ENGINEERING DESIGNS	
COMPONENT	EXECUTION TERM
Technical Component	Seven (7) months and fifteen (15) calendar days
Legal and Financial Structuring Component and Social Management and Gender Equality Plan	Nine (9) months and fifteen (15) calendar days.

Failure to comply within the individual time limit established for each Project Phase will result in the enforcement of the contractual clauses to be made, in accordance to the arrears reported by the AUDITOR according to the evaluation of the schedule and compliance with the implementation period.

The CONTRACTING PARTY shall not recognize for any reason greater permanence or values in addition to those set out in the Contract.