

## SUPERVISION AND AUDITING HANDBOOK OF CHAMBER OF COMMERCE OF BOGOTA

### 1. Objective

State the guidelines, responsibilities, controls and steps to be applied during the process of supervision and auditing to contracts or agreements signed by the Chamber of Commerce of Bogota in order to comply with the purpose and obligations agreed.

The main interest of this Supervision and Auditing Handbook is to provide Supervisors and Auditors of the Chamber of Commerce of Bogota (hereinafter CCB) with a tool enabling them to have a detailed knowledge of the activities to be developed in order to verify the correct, coordinated and timely execution of the purpose of contracts or agreements

### 2. Scope

It is applicable to all CCB employees assigned supervisor's duties in contracts or agreements signed by the Entity as well as to contractors when the purpose of the contract is to perform auditing, an activity implying administrative, technical financial and legal actions intended to verify compliance with the contract and meet CCB's interest.

The Supervisor is appointed by the contracting Vice president or Manager whose capacity shall be verified in the contract or agreement.

The supervision and auditing activity starts with the notification and/or reception of the contract/agreement signed by the parties and ends with the contract liquidation or the final supervisor's or auditor's report or with the last report of periodic audits, as applicable.

**Note:** Each contract or agreement will have just one (1) supervisor.

### 3. Glossary

For the appropriate application of the provisions herein, the following definitions are important:

**3.1. Liquidation Minute:** It is a document written on the actual expiration date of the contract/agreement. Its purpose is to make a final account adjustment and end the contract relationship by recognizing services fulfilled and compensation due or good standing, as applicable.

**3.2. Addition:** Any increase to the price of the main contract/agreement.

- 3.3. Advance Payment:** It means the CCB's funds delivered to the Contractor for administration of and investment in the contract/agreement execution in conformity with the terms and conditions agreed.
- 3.4. Assignment of the Contract/agreement:** It is the possibility to transfer the contract/agreement ownership to a third party receiving it under the same terms, conditions and characteristics it was firstly signed. Therefore, the new holder assumes the same obligations of the initial contractor. Assignment requires a previous written approval by CCB and the third party shall comply with the same contracting requirements proved by the assignor.
- 3.5. Penalty Clause:** It is the provision agreed in the contract/agreement to state the course of action taken in case of total or partly breach of the contractor's obligations as an advanced valuation of damages that may be caused to CCB, or as a penalty; however, it shall not imply waiving to claim for the total of damages caused to the Entity by the Contractor.
- 3.6. Technical Committee:** This is a follow up and making-decision body defined in the contract/agreement in accordance with the complexity and speciality of the purpose to have an adequate relationship between the parties. Members of this committee are in charge of: (i) stating guidelines and general policies for contract execution; (ii) evaluating contract/agreement development to comply with and implement procedures; (iii) the course of action; (iv) analyzing and adjusting project development in terms of technical, administrative and financial aspects as well as any other condition stated by CCB.
- 3.7. Contractors and Subcontractors:** A "contractor" is that natural or legal person who, being able to become obligated, signs a contract/agreement with CCB. Subcontractors as those natural or legal persons contracted by the contractor to develop the subject agreed by and between it and CCB. Subcontractors do not have any kind of working relations with CCB, but they are under the exclusive responsibility of the contractor.
- 3.8. Auditor:** It is that natural or legal person contracted by CCB in accordance with its contracting regime, the applicable law and the nature of the contract/agreement subject to follow up.
- 3.9. Auditing:** Auditing is the technical follow up of the Contract/agreement when such follow up supposes a specialized knowledge on the subject or when the complexity or the extension justifies it. Notwithstanding, if the entity considers it justified and according to the nature of the main contract/agreement, it is possible to contract the administrative, technical, financial, accounting and legal follow up of the contract/agreement within auditing. The auditing may be exercised by a natural or legal person contracted by CCB, which acts as a CCB's agent before the contractor. The auditing contract/agreement is directly supervised by CCB.
- 3.10. Fine:** It is a pecuniary sanction intended to constrain, force, press or compel the contractor to have it comply with its obligations when, under the terms and

development or the contract/agreement, it is observed that the contractor has failed to reach the contracting commitments within the term agreed.

- 3.11. **Payment in Advance:** It is one method of payment agreed by the parties where the contracting entity delivers to the contractor one part of the value agreed before the good or service is received.
- 3.12. **Execution Term:** This is the term in which it is required to verify compliance of the contractor. This is a period of time in which the contractor shall comply with the obligations of the contract/agreement. It may be unique when the term is only one to comply with all obligations of the contract/agreement, or differentiated if there are several obligations having different terms which have been agreed in the contracts/agreements.
- 3.13. **Extension of the Contract/agreement:** It refers to the modification of the contract/agreement in terms of the execution term (extension). It shall take place before the expiration date.
- 3.14. **Supervisor:** This is an employee representing CCB in each contract/agreement. The supervisor is appointed by the contracting Vice president or manager.
- 3.15. **Supervision:** It is the follow up, control and/or technical, administrative, financial, accounting and legal surveillance of the correct execution of contracts/agreements.
- 3.16. **Suspension of the contract/agreement:** It is the legal possibility to interrupt contract/agreement execution temporarily and for a clearly defined term. Such suspension shall be authorized by the contracting Vice president or Manager through a written minute signed by the parties. Suspension shall lead to extend guarantees.
- 3.17. **Early termination of the contract/agreement by mutual agreement:** It is the contracting possibility to terminate the contract/agreement, by mutual agreement of the parties, before the due date of execution. It requires the analysis and approval by the supervisor or auditor, as applicable, and by the contracting Vice president or Manager. Early termination shall be made through a written minute signed by the parties.
- 3.18. **Work Log:** This is a technical instrument to control development of work activities which regulates and controls execution. This log shall contain records of relevant issues, events different from the ones stated in the work contract and its attachments as well as other events that may constitute evidence of contract execution.

#### 4. General powers of the Supervisor/Auditor

The existence of Supervision and Auditing activities is derived from the attributions and responsibilities granted to CCB and its legal duty to exercise control and surveillance of contract/agreement execution. Control is understood as the activity to check, inspect, intercede and evaluate; and, surveillance is the care and attention to different aspects in the contract/agreement execution.

Supervisors and auditors are the CCB's representatives before the contractor, the regular channel of communication between the contractor and the entity as well as the responsible for the strict follow up and control to reach compliance with the contract purpose and obligations under the mode, time and place conditions agreed.

The supervisor and auditor, in the contract/development agreement, have the following powers:

- a) Require the contractor to comply with the obligations provided in the contract and guarantee, in coordination with the contractor, the achievement of those contract objectives agreed.
- a) Provide written instructions to the contractor or its dependents about complying with obligations.
- b) Require information as needed; recommend actions to improve contract execution and, in general, adopt measures intended to reach the best execution of the subject contracted.
- c) Keep written records of all their actions in accordance with the documents described in this handbook and any other applicable. Their orders and instructions are compulsory if they are given in accordance with contract/agreement.
- d) Suggest measures as needed to execute the subject agreed.
- e) Report to the contracting Vice president or Manager about those circumstances that may endanger the contract execution, and, if applicable, report to internal control bodies about any situation affecting transparency in the contract execution so that they may be solved as soon as possible, preventing unreasonable delays affecting CCB or contract execution.
- f) Inform the circumstances, events and situation affecting the good performance of the contract and verify compliance with technical, economic and financial conditions of the contract to request legal, technical or financial measures, accompanying CCB in the solution of all controversies or issues.

##### **5. Special prohibitions to the Supervisor/Auditor**

Supervisors and auditors are not allowed to:

- a) Make decisions without the due analysis and justification implying modification, extension, reduction and/or any other modifying the content and/or scope of the contract.
- b) Request or receive, directly or indirectly, for themselves or for a third party, gifts, favors or any other kind of benefits from the contractor.
- c) Omit, deny or delay response to the matters of their responsibility.
- d) Obstruct actions of the authorities or the exercise of rights property of particulars related to the contract.
- e) Allow the access of third parties to the contract information.
- f) Manage, on their personal interest, matters related to the contract.
- g) Require the contractor waives in exchange for contract amendments or additions.
- h) Exonerate the contractor of any of its obligations.
- i) Authorize and/or sign documents starting the contract execution before complying with legal requirements provided for such a purpose.
- j) Award additional terms for delivery of goods and/or services out of the contract term without requesting and legalizing the modification minute.

## 6. Specific duties of the Supervisor/Auditor

The specific functions of supervision and auditing are administrative, technical, financial and legal in nature.

### 6.1. Specific administrative functions

- 6.1.1. Know the *Supervision and Auditing Handbook of the Chamber of Commerce of Bogota* and comply with the procedures stated in any event that may take place.
- 6.1.2. Review and analyze the contract/agreement, its essential conditions, previous documents, the bid, including the technical attachment and specification, the request for quote, the proposal or acceptance of the essential conditions of the contract/agreement and other documents of the pre-award stage as well as the internal regulations of the entity and current law about the subject matter of the contract/agreement.
- 6.1.3. Review, inspect, control the execution of contracts/agreements assigned, and coordinate the activities required in order to guarantee CCB the compliance with the conditions and obligations, especially in terms of technical specifications such as quality and quantity; make tests as needed; verify spaces; CCB personnel; and, coordinate all those aspects having incidence on contract execution, follow up of the physical and investment execution program (timetable of the contract/agreement activities).
- 6.1.4. Verify that the contract/agreement is developed within the term and values stated.
- 6.1.5. Verify the existence of permits, licenses, authorizations and other documents required for executing the contract purpose.
- 6.1.6. Have and administer personnel and equipment resources as well as other services required for normal development of supervision and auditing.
- 6.1.7. Enter and keep contract/agreement data updated in the information system provided by the entity.
- 6.1.8. In coordination with the contractor, perform the task planning; review and approve the contract/agreement execution timetable in accordance with the contract purpose.
- 6.1.9. Sign the Certificate of Commencement of Works with the contractor. In case of work construction, sign the delivery and reception of the plot of land where the building will take place as well as the final release of ownership of the works contracted.
- 6.1.10. Submit to the Directorate of Contracting the original startup minute of the

contract/agreement, accompanied by the guarantee updated, duly reviewed in order to include it in the records.

- 6.1.11. Review and approve, as applicable, the management of execution, advance payment, investment, personnel, equipment, public utilities, etc.
- 6.1.12. Verify that additions and/or extensions relate to exceptional situations and causes beyond CCB responsibility in order to issue a concept and recommendation about the viability of extensions, additions or modifications required by the contract/agreement in accordance with current regulations.
- 6.1.13. Request and process before Directorate of Contracting modifications, clarifications, additions, extensions and other contract actions required during the contract/agreement execution within at least 10 working days before the actual expiration date of the contract/agreement.
- 6.1.14. Perform the follow up required to process the modification requested and have the contractor take the perfecting and legalization steps within the time stated.
- 6.1.15. Have the contractor intensify those works which are not being performed in accordance with the contract/agreement, or the suspension of activities out of the contract or those not related to compliance with the subject matter.
- 6.1.16. Prepare and sign along with the contractor all the minutes required for the correct execution and development of the contract/agreement.
- 6.1.17. Require from the contractor the reports and documents pertaining to contract execution and the obligations contained in the contract/agreement.
- 6.1.18. Report to the contracting Vice president or manager about difficulties found during the development of their contract/agreement or the contractor's and issue concepts for solution alternatives.
- 6.1.19. Study, assess and respond to the contractor's suggestions, claims and queries.
- 6.1.20. Hold meetings required for the due contract/agreement execution.
- 6.1.21. When the contract/agreement development requires human or technical equipment, before and during contract execution, the supervisor and auditor shall measure the conditions and capabilities of the financial, human and equipment resources available for the contractor, and report the contracting Vice president or manager about any issues generated by the lack of these guarantees.
- 6.1.22. Request to the contracting Vice president or Manager his/her replacement as supervisor when any of the following situations take place: transfers, vacations, TDY, resignation or removal, events when he/she shall submit the report about

contract/agreement status. If there is no a replacement for the contract/agreement supervisor, the contracting Vice president or Manager shall assume the supervision. Inform the Directorate of Contracting about supervisor changes and process the contract/agreement amendment if applicable.

- 6.1.23. Keep strict control over the correspondence (e-mail and/or any other form of written communication) produced with the contractor during contract execution in a way such that CCB may verify traceability of relevant aspects.
- 6.1.24. File information and documents produced during the contract execution (including periodic reports and final reports)
- 6.1.25. Submit the physical and digital records to the Filing Division of Directorate of Contracting.
- 6.1.26. Prepare a final report containing contract information and the cost-benefit ratio for CCB in respect to the service or product contracted.
- 6.1.27. When de contract term is over 60 days, the supervisor/auditor shall prepare periodic progress reports containing relevant aspects of contract/agreement development. Such reports shall be numbered in sequence, or, at least, they must be marked with the issuance or signing date.
- 6.1.28. Prepare a liquidation minute for all contracts/agreements of CCB subject to liquidation within the terms stated in the contract/agreement.
- 6.1.29. Include in the liquidation minute all settlements, reconciliations and transactions reached by the parties in order to settle controversies as well as the adjustments, reviews and representations agreed in this stage.
- 6.1.30. For contract/agreement liquidation, require the contractor to underwrite the extension, if applicable, of the guarantees for work stability, quality of goods or services provided, parts and accessories supplied, payment for salaries, benefits and indemnifications, civil liability, and, in general, all policies needed to guarantee obligations to be complied with after contract/agreement expiration date.
- 6.1.31. Include in the liquidation minute by mutual consent all the exceptions entitled to the contractors, and, in this event, the liquidation is applicable only to those aspects agreed.
- 6.1.32. Ensure periodic reviews to works performed, services provided or goods supplied once the contract/agreement has been liquidated in order to verify compliance with quality conditions offered by the contractors and in accordance with guarantees covering post-execution risks such as quality and good performance of the goods or services, work stability; payment for salaries, benefits and

indemnifications; civil liability; provision of parts and accessories, etc.

## 6.2. Specific technical functions

- 6.2.1. Know the technical aspects and requirements included in the IFBs, as applicable, and the ones offered in the Contractor's proposal.
- 6.2.2. Control progress of the contract/agreement based on the execution timetable approved, and recommend adjustments as needed; however, such adjustments shall not exceed the contract execution terms and the timetable is to be duly updated.
- 6.2.3. Verify and control quality of the subject contracted and require compliance with standards, specifications and other contract conditions. Supervision and auditing shall require the contractor to correct works or services or replacement of faulty elements.
- 6.2.4. Keep accounting of goods, services and supplies in accordance with the contract/agreement.
- 6.2.5. Verify that the contractor assigns personnel, installations and equipment as required for contract/agreement execution, and ensure they comply with the profiles, experience, brand, capacity and physical conditions required by the invitation or stated in the proposal accepted by the entity.
- 6.2.6. Study and judge technical modifications as required and process requests for contract amendments pursuant the procedure stated.
- 6.2.7. Approve advances reported by the contractor.
- 6.2.8. Control and inspect quality of contract/agreement execution, equipment, material, goods or supplies and request the technical adjustments required.
- 6.2.9. Receive and respond to queries about the correct interpretation of specifications and about the errors or omissions that such specifications may contain.
- 6.2.10. Receive all services, works, goods and/or elements delivered by the contractor, watching for quantity and quality pursuant the essential conditions of the contract/agreement, the IFB and the proposal; approve them and declare they have been satisfactorily received; request corrections; and, issue remarks, recommendations and precision requests, as applicable.



- 6.2.11. Inspect and verify quality and good performance of the works, goods or services contracted as well as their compliance with technical specifications.
- 6.2.12. Ask the contractor for quality tests as required to assess good performance of the subject contracted.
- 6.2.13. Provide the contractor with all details, technical specifications and other aspects needed for contract/agreement execution and keep records of all current documents.

### **6.3. Specific financial and accounting functions**

- 6.3.1. Be aware of the financial and accounting aspects and requirements of Invitations as well as the aspects submitted by the contractor in its proposal.
- 6.3.2. Within five (5) working days after reception (except for those cases when a different term is agreed in the contract/agreement minute), provide approvals or observations for services, works or deliverables, especially for those items required for payments to the Contractor.
- 6.3.3. Receive deliverables or verify compliance with contractor's obligations as a basis to process contractor's invoices or billing statements.
- 6.3.4. Issue reports, certifications and authorizations to make payments in accordance with contract obligations. In any case the submission order of the contractor's documents shall be respected.
- 6.3.5. For any payment derived from the contract/agreement, verify that the contractor has complied with payments to the Social Security System, General Labor Risk System and payroll taxes, as applicable.
- 6.3.6. Ensure compliance with the requirements for processing and approving CCB payments within the terms agreed. To do so, it is necessary to take all steps to solve any issue that may prevent payments to the contractor.
- 6.3.7. Control good management and investment of the advance payments by verifying the contractor provides all supporting documentation in accordance with contract/agreement requirements.
- 6.3.8. Verify amortization of the advance payment in the payment accounts in accordance with contract/agreement terms.

- 6.3.9. Hold regular meetings with the contractor in order to evaluate contractor's financial management of the contract/agreement subject and provide instructions as required. All topics of the meeting are to be included in the written minute.
- 6.3.10. Control the financial statement of the contract/agreement and keep records of accounting operations, especially in terms of invoicing, advance payment and execution.
- 6.3.11. Keep the financial statement of the contract/agreement updated during its execution. Supervision or auditing periodic reports are part of the financial statement which may be requested by the entity at any time. For that purpose, the supervisor or auditor may query the entity's information system for payments made to the contractor and print reports.
- 6.3.12. Verify the contract/agreement is developed within the term stated and in conformity with values.
- 6.3.13. Verify the value executed in the contract/agreement is not above the total price of the contract/agreement.
- 6.3.14. Communicate the release of monetary assets which will not be used during the fiscal year.
- 6.3.15. By the end of the fiscal year, inform the amount in which accounts payable are to be constituted.
- 6.3.16. Analyze and report CCB about situations threatening economic or financial conditions of the contract/agreement.
- 6.3.17. Update and review pricing when there are situations affecting financial conditions of the contract/agreement.
- 6.3.18. Analyze and justify the amounts of fines and/or sanctions for the contractor.
- 6.3.19. Prevent any over cost that may be charged to the Entity by timely correcting discrepancies and determine and implement mechanisms and procedures to prevent and solve in a fast way the differences arising during the contract/agreement term.
- 6.3.20. Review and approve financial and accounting documents as required for final liquidation of the contract/agreement.

6.3.21. Any other required for good project development or those assigned by CCB to control and supervise the contract/agreement.

#### **6.4. Specific legal functions**

6.4.1. Before signing the Certificate of Commencement, verify coverage of guarantees and request adjustments as required.

6.4.2. Verify compliance with the standards stated in the CCB Contracting Statute, as well as the requirements related to the subject and scope of the contract/agreement.

6.4.3. Supervise the contractor for compliance with labor legal provisions and demand application of standards related to industrial safety and occupational health as required by the contract/agreement purpose or subject.

6.4.4. Give warnings to the contractor as required to encourage compliance with contract/agreement subject and obligations.

6.4.5. Issue written claims for partial breach of contract and request explanations as applicable.

6.4.6. Take the steps needed before the Directorate of Contracting for collecting pecuniary sanctions and guarantees; and, verify compliance.

6.4.7. Report the Contracting Vice president or Manager about defaults that may lead to sanctions in accordance with the contract/agreement.

6.4.8. In coordination with Directorate of Contracting, report the insurance company about defaults during the execution term of the contract/agreement.

6.4.9. Request to the Directorate of Contracting the application of reasonable sanctions as provided by the contract/agreement. For that purpose, the supervisor or auditor shall prepare a detailed report of defaults, the requests made and their corresponding answer, in order to comply with due process and contractor's right of defense.

6.4.10. Receive and respond, within legal terms, to any claim filed by the contractor. Supervision and Auditing shall timely report the entity about contractor's requests or claims as well as the resulting actions to be implemented by the supervision or auditing based on the Entity's recommendations.

6.4.11. In coordination with Legal Vice president's office, process, analyze and prepare

responses to claims, protection requests, petition rights and other claims filed at CCB in relation to projects part of the contracts/agreements,

- 6.4.12. Request adjustment to coverage of the Completion Guarantee Policy so that it keeps validity and economic coverage in accordance with the contract/agreement.
- 6.4.13. Control validity dates of the protection included in the guarantee policy underwritten by the contractor to support obligations provided by the contract/agreement as well as requesting modifications required to keep guarantees valid during the execution and liquidation term of the contract/agreement.
- 6.4.14. Require the contractor to underwrite the extension, if applicable, of the guarantees for work stability, quality of goods or services provided, parts and accessories supplied, payment for salaries, benefits and indemnifications, civil liability, and, in general, all policies needed to guarantee obligations to be complied with after contract/agreement expiration date.
- 6.4.15. During the contract/agreement execution, verify compliance with contractor's obligations related to the social security system, payroll taxes (Family Welfare Funds, Sena and ICBF), and General Labor Risk System in accordance with Law 797 and any other laws regulating the contract/agreement.
- 6.4.16. Liquidate contracts/agreement within the terms stated. Once the execution term expires and when it is expressly stated in the contract agreement, the supervisor/auditor shall prepare the liquidation minute for the contract agreement, attaching all supporting documents.
- 6.4.17. By the time the contract/agreement is liquidated, verify compliance with contractor's obligations in terms of payment of contributions and taxes during the execution term of the contract/agreement. It is required to state a correct relation between the amount paid and the sums to be contributed.
- 6.4.18. Request the bilateral or unilateral liquidation to the contractor and put it in written.

## **7. Supervision/ auditing in the execution of works contracts**

To perform supervision or auditing activities in a Works contract/agreement, in addition to the foregoing functions, the supervisor or auditor shall perform the following:

- 7.1.** Verify the existence of licenses and permits in force by the time of commencement of the contract/agreement.

- 7.2. Submit the initial report of the contract/agreement.
- 7.3. Have the contractor start works within the terms stated in the contract/agreement.  
Certificate of Commencement
- 7.4. Define the coordination mechanisms
- 7.5. Control investment of the advance payment or the payment in advance.
- 7.6. Open the work log which shall be under their custody. This log shall be updated during the contract development.
- 7.7. Control construction works from the start to the end.
- 7.8. Along with the contractor, prepare and sign all minutes required for the correct execution and development of the contract/agreement (certificate of commencement, minutes of meetings, reception of partial works and partial payments, amount of works, final reception and contract liquidation)
- 7.9. Report to the responsible section about contract/agreement execution, extensions or supplementary works requested unforeseen situations.
- 7.10. Receive all the works agreed once they are completed. This fact is legalized through a minute of final delivery.
- 7.11. Prepare and sign the liquidation minute along with the legal representative or his/her delegate and the contractor to legalize the completion of the contract/agreement. Such minute shall include the balance of works performed, a list of the agreements, reconciliations and transactions as well as a list of the risks protected under the guarantee containing validity terms, amount insured, the sum of money received by the contractor and the balance in favor of the parties as a result of contract/agreement execution.

## **8. Responsibility of the Supervisor / Auditor**

Supervisors or auditors are responsible for the actions or omissions derived from the contracts/agreements over which they have carried out their function, attributable to them and causing damage to CCB or third parties.

The responsibility stated in this handbook is absolute and exclusive, and it shall not compromise the responsibility of the Directorate of Contracting, Office of the Legal Vice President who is in charge of providing counseling about legal issues as required.

The failure to comply with their functions as supervisors or auditors shall lead to sanctions as applicable.

## **9. Final Provisions**

### **9.1. Supervisor's reports**

The supervisor/auditor shall, as part of his/her duties, prepare and file, digital and physical files, the reports supporting the execution of those contracts/agreements under his/her responsibility, as follows:

- 9.1.1. Periodic Report: It shall be prepared by the supervisor or auditor in all contracts/agreements which execution term is beyond 60 days. This report is to be prepared before each payment and contains the information stated in the master form available in the Chamber of Commerce of Bogota.
- 9.1.2. Final Report. Once the contract/agreement execution is completed and before its final liquidation, the supervisor or auditor shall, as applicable, prepare a final report containing the information stated in the master form available in the Chamber of Commerce of Bogota.

### **9.2. Documents supporting contract execution**

During the execution and in accordance with each contract/agreement, the following documents will be issued as applicable:

- a. Certificate of Commencement of the contract/agreement
- b. Minutes of supervision or auditing meetings.
- c. Minutes of suspension of execution term
- d. Minutes of start over of the contract/agreement e.
- e...Minutes of more or lesser amounts of work
- f. Minute of early termination by mutual agreement
- g. Minute of completion and/or final delivery of contract/agreement
- h. Minute of liquidation of contract/agreement
- i. Any other minutes stated and required for the adequate development of contract/agreement.

### **9.3. Unity in management of contract documentation**

Once the supervisor/auditor is notified of the position, he/she shall create digital and physical files as follows:

#### **9.3.1. Physical File**

He/she shall have a laminated cardboard folder with file dividers which will be marked with contract number and year; for instance, 6200008475-2016.

Such folder shall contain an index listing the following documents as applicable:

- Certificate of commencement (if applicable)

- Minutes of meetings and follow up (see the master form published by CCB) (If applicable)
- Periodic reports (see the master form published by CCB) (If applicable)
- Final Report (see the master form published by CCB) (If applicable)
- Deliverables of the contract/agreement.
- Communications sent and received. (If applicable)
- Electronic mails which prove follow up of the contract (if applicable)

For those contracts which execution term is beyond 60 days, it is required to have at least periodic reports of follow up and deliverables.

When duration is below 60 days, the physical file shall contain at least a final report as evidence that the supervisor received the contract subject satisfactorily with supports and deliverables.

#### 9.3.2. Digital File

In accordance with the Office of the Vice president or Manager where the supervisor or auditor belongs to, he/she shall have a digital file marked with the contract number, containing the same information of the physical file. Such folder shall be located in the shared folder assigned by the entity.

Physical and digital files shall be kept updated and available for internal and/or external control bodies, taking into account that such entities may perform periodic review to verify compliance with instructions given.

#### 9.3.3. Joint contract records

Once the contract execution is completed, the physical folder shall be kept on file at the supervision area for two years. After such term, the area will transfer folders to the Directorate of Contracting.

#### Notes:

- a. The supervisor is in charge of verifying contents and information of both the physical and digital folders. He/she is also responsible for compliance with guidelines given in the procedure **ADM-P-009 Gestión documental del Archivo Central de la CCB.**
- b. The Directorate of Contraction is not in charge of neither controlling the list of documents that the folder should have nor validating such documents.

./.