

## Procurement Procedures Manual

### Chapter I. General Provisions

**Article 1: Objective and scope:** The objective of this document is to integrate the procedures that shall govern the Chamber of Commerce of Bogotá's (hereinafter "the CCB") goods and services procurement process, as per the policy, the general regulations and principles set in the Procurement Statutes.

These procedures must be applied at the CCB by all associates directly or indirectly involved in the procurement processes in which the CCB is acting as the procuring party or as one of the parties to an agreement.

**Article 2: General requirements to participate in the procurement processes.** As per the Procurement Statute, all natural or legal persons who are interested in taking part in the procurement processes and entering into contracts with the CCB must be registered in the agency's data base as potential suppliers, they should not fall in any of the clauses of ineligibility or incompatibility and / or conflict of interests and they must meet all the conditions as required by the procedure to identify and select the CCB's potential suppliers, in the Code of Ethics for CCB suppliers as well as in all other applicable regulations.

### Chapter II. Advisory Committee on Procurement

**Article 3:** The Advisory Committee on Procurement as provided in article 9th of the CCB Procurement Statute shall consist of the following:

1. The Executive Vice - President,
2. The Financial and Administrative Vice - President,
3. The Legal Vice - President,
4. The Vice - president being summoned.

The Advisory Committee on Procurement shall be subject to the following regulations and shall meet in their own right, every time it is necessary, in the following cases:

- a) Every time they open the selection processes and when the estimated procurement price is the same or more than 100 monthly minimum legal wages before taxes.
- b) When the price of the contract to be entered into is with one single supplier, institute, person or if it is due to suitability and is over 100 monthly minimum legal wages before taxes.
- c) Whenever the amount to be contributed by CCB for the agreement to be entered into exceeds 100 monthly minimum legal wages before taxes
- d) In order to check the procurement process whenever it is not possible to select a proposal, and after having followed the selection process (processes) regardless of their amount.
- e) To check the cases for which the manifest urgency figure has been used.
- f) Whenever the selection process disregards the price as an evaluation criterion.
- g) In order to authorize use of a negotiation mechanism.
- h) To include a down payment or an early payment in an amount higher than 50 % of the price of the contract.
- i) In all other cases deemed pertinent.

The CCB's Executive Chair or their delegate shall be able to participate in all meetings held by the Advisory Committee on Procurement. To such end, the secretary of the Committee shall send the points of the agenda to be discussed at the meeting.

An associate from the Legal Vice - Chair will act as the secretary to the Advisory Committee on Procurement meetings, the secretary will be appointed by their Vice - Chair, and they will have voting rights. A representative from the Internal Comptroller's Office as well as one from the Procurement line shall be permanent guests.

**Article 4: Virtual meetings.** The meetings held by the Advisory Committee on Procurement may be virtual so long as all the members expressly state their decision by any means after having checked and analyzed.

**Article 5: Forum for deliberation and to make a decision.** The Advisory Committee on Procurement shall validly meet when attendance is equivalent to half plus one of their members with voting rights and they shall make valid decisions with the favorable votes of half plus one of the attendees. In case there is a tie, the Executive Vice - Chair will define the sense of the decision.

There will be minutes of the meetings held by the Advisory Committee on Procurement, which will contain the recommendations made for each specific procurement process. The Secretary of the Committee will be responsible for writing the minutes of such meetings as well as for issuing certificates and filing them.

### Chapter III. Planning stage

**Article 6: Planning stage.** The objectives are identified in this stage, as well as the need for the procurement process, all risks associated and their mitigation, and they also determine the procedures required to purchase the goods and services, which, in turn, guarantee achieving CCB's objectives.

All lines interested in purchasing the goods and services to comply with the activities they are entrusted with need to make the corresponding request for procurement before the Legal Vice - Chair Office.

Stakeholders shall not request a service or purchase goods that are not supported under a contract and that are preceded by the following acts:

1. An analysis on the need and convenience of the procurement process by the line in charge of procurement. This analysis holds the requestor responsible.
2. An estimate of the procurement budget as well as verification of budgetary availability.
3. The budget amount or the amount of the contributions made by the CCB when there agreements shall be the defining factor to set up the level of authorizations or competent organs.
4. In those selection processes where the amount needs to be expressed in foreign currency the estimate of the budget shall be made based on the official exchange rate (TRM) on the date the system authorizes the request for procurement.

5. Have all authorizations or recommendations needed for the selection process according to what is laid down in the Statutes, this document and all others as they may apply as per the valid regulation for the good or service to be procured.
6. Authorization from the Office of the Manager in the Human Resource Department at CCB whenever the procurement process involves rendering personal services. The line responsible for the contract needs to process and obtain said authorization.
7. The technical line, whenever required, will give their support in defining the technical aspects of the procurement process, as well as the minimum conditions to be able to participate (authorization criteria) and the qualification criteria and their weigh.
8. Determining the core elements of the contract, which will include the contract objective, the contract's financial conditions, the term and all the basic aspects of performing the contract.
9. Defining the guarantees that will be demanded from the contractor, the amounts and terms of duration according to the parameters stated in this document. To this purpose, the interested line may request, with reasonable advance, the support from the Office of the Legal Vice - Chair or from any of the lines who know about the risk allocation, distribution and coverage.

**Paragraph:** The lines interested in procuring goods and services may request assistance and guidance from the line that may correspond from the Office of the Legal Vice - Chair during the contractual planning stage.

#### Chapter IV. Procurement modalities

**Article 7: Nature of the invitations.** All public or private calls made by CCB to take part in the procurement processes this document talks about are not binding in nature since they are mere invitations to the stakeholders to submit their offers to the CCB if they wish to do so. The CCB takes no responsibility whatsoever for such fact to continue with the selection process or finish it by accepting any of the offers submitted during performance of such processes.

**Article 8: Contractor Selection Modalities.** The following selection modalities are foreseen according to the provisions in the Procurement Statutes and considering the amount and nature of the goods and services being procured:

1. Private Call.
2. Public Call.

**Article 9: Private Call.** Under this modality, the CCB shall select the **supplier for procurement processes whose estimated amount does not exceed 1,000 monthly minimum legal wages before tax, in which case 2 proposals will be requested as a minimum, with the prior recommendation of the Advisory Committee on Procurement, as per the amount and approval by the person responsible for approving the expense.**

**Article 10: Regulations for the private call:** The following are the rules for this modality:

1. Upon procuring in an amount lower than 100 monthly minimum legal wages before taxes, the potential suppliers shall be informed of the request for a quotation through an appropriate means by the line in charge, which has to contain the terms laid out in number 3 of this article, in what is pertinent.
2. For procurement processes in an amount same or greater than 100 monthly minimum legal wages before taxes, the Invitation to Make a Proposal shall be informed to the potential suppliers through an appropriate means by the procuring line. The final text of the invitation shall be consolidated and managed by said line. In any case, each line shall be responsible for the decisions made as part of exercising their competences.
3. The Invitation to Submit a Proposal must contain, at least, the following aspects:
  - a. All essential requirements or features the good or service being requested has to have.
  - b. All requirements the proposing party is required to comply with for their proposals to be considered eligible (*authorization criteria*).
  - c. The specific criteria that will be used to rate the proposal and their weight (*assessment criteria*).
  - d. The deadline to deliver the good or service to be procured.
  - e. The place and shape the proposals are to be delivered.
  - f. Contract Minutes Project

- 4 The Invitation for a Proposal may be notified by means of addenda, which will be notified to the proposing parties, prior authorization of the person responsible for procuring in their competency and revision by the Procurement line.

**Article 11: Public Call.** CCB shall use this selection modality for the procurement processes whose amount is greater than 1000 monthly minimum legal wages before taxes, or whenever the CCB deems it is convenient to do so, with the prior recommendation and / or approval from the competent instances or organs depending on the amount and authorization from the person responsible for authorizing the expense.

**Article 12: Regulations for the Public Call:** The following are the rules for this modality:

1. CCB will inform the potential suppliers or contractors the procuring conditions through a document called "Invitation to Make a Proposal", whose final text will be consolidated and managed by the Legal Vice - Presidency's Procurement line. In any case, each line shall be responsible for the decisions made as part of exercising their competences.
2. Opening the procurement process must be informed of to all probable stakeholders through notice published on the CCB's WEB Page as well as on a means of communication widely circulated and / or published. Such notice must contain, at least, the procurement objective as well as the procedure to check the Invitation to Submit a Proposal.
3. During the selection process and before submitting the proposals, the proposing parties may send questions and remarks in connection with the Invitation to Submit a Proposal. All questions and the answers to those questions will be published on the agency's web page.
4. The Invitation to Submit a Proposal may be modified by means of addenda, which will be published on the agency's web page with the prior authorization of the person responsible for the procurement process in their competency and revision by the Procurement line.

**Paragraph:** Whenever the CCB may deem it appropriate they may stop a selection process for a definite period of time.

***CCB Procurement Statute Procedures***

**Article 13: Exceptions.** As per the Procurement Statute it will not be necessary to follow the selection processes as provided in the previous articles, regardless of their amount and / or condition in the following cases:

1. In case of an urgent need to procure, such condition has to be justified and approved by the person responsible for authorizing the expense and the competent instance, as well as the revision by the Advisory Committee on Procurement.
2. Procuring with one sole supplier, such condition has to be justified and approved by the person responsible for authorizing the expense and the competent instance, with the prior revision by the Procurement line.
3. Procuring due to suitability, such condition has to be justified and approved by the person responsible for authorizing the expense and the competent instance, with the prior revision by the Procurement line.
4. Procuring under marketplace conditions, whose amount is lower than 100 monthly minimum legal wages before taxes. This condition has to be justified and approved by the person responsible for authorizing the expense and the competent instance. In the following cases procurement shall be performed with one single quotation:
  - a) Whenever the goods or services to be procured are being purchased at "big stores" according to the definition made by Superintendencia de Industria y Comercio - SIC, such as for example chain stores, department stores, supermarket and hypermarkets.
  - b) Whenever taking the prices purchases the goods and services to be procured described in specialized publications as a reference.
  - c) The contract is going to be performed under the same or similar conditions to contracts that have been performed successfully by CCB. The line responsible for the contract shall confirm such condition.
  - d) Whenever hotel services are being procured.
  - e) The fees for the goods or services to be purchased have been previously agreed upon through agreements entered into by CCB.
5. Intuito personae procurement, such condition has to be justified and approved by the person responsible for authorizing the expense and the competent instance, with the prior revision by the Procurement line.
6. Whenever it is not possible to choose a contractor after a selection process, this condition has to be approved by the person responsible for authorizing the expense and the competent instance, with the previous recommendation by the Advisory Committee on Procurement.



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**Paragraph 1:** All exceptions need to have the recommendation and / or authorization from the higher instance or organ.

**Paragraph 2:** All Contracts entered into with foreign legal persons of public law or any procurement process funded, in full or for more than fifty per cent (50 %) with resources from cooperation agencies, or international assistance or aid, may be subject to the regulations from such agencies, with the prior agreement between the parties.

**Article 14: One single proposing party.** Whenever just one single proposal results from the selection processes, the CCB may award and enter into the contract with that single proposing party.

**Paragraph:** All agreements or contracts in which the efforts are shared with other legal entities of public, private law or international agencies in order to achieve some common objectives associated to the performance of a specific CCB program or project upon performing their duties. The Advisory Committee on Procurement will know them so long as the contribution by the CCB exceeds 100 monthly minimum legal wages before taxes.

## Chapter V. Authorizing and Assessment Criteria

**Article 15: Authorizing criteria.** This refers to the standards laid out by the proposing party's conditions as needed to participate in the selection process and they do not give a score. Demand such criteria must be appropriate and proportional to the nature and amount of the contract to be entered into. Some examples of this type of requirements would be the legal, administrative and financial capability of the offering party, and their minimum experience, among others.

**Article 16: Evaluation Criteria.** It is all objective factors as defined in the invitation to submit a proposal which will be taken into account to allocate a score to the proposals being submitted, such as: the price, quality, technical aspects, the organization and the work team, as well as the experience, among others.

Generally speaking, CCB shall verify compliance with all authorizing requirements, and they will weight all criteria that can be assessed as well as the financial proposal in an independent fashion.

For more examples, some of the evaluation criteria that can be used are, Experience, Post Sales Service, Methodology, Certificate of Quality, Specifications of the goods or services being offered, and member status affiliated to the Chamber of Commerce of Bogotá.

The price may be overlooked as an evaluation criterion whenever it is regulated by the National Government as per the nature of the procurement process so long as there is a technical justification from the responsible line. It is necessary to get the previous approval from the Advisory Committee on Procurement in all cases mentioned above.

Whenever not one single offer turns out to be appropriate to the agency, CCB may refrain from procuring, with the prior recommendation by the Advisory Committee on Procurement.

## Chapter VI. Submitting and Evaluating Proposals

**Article 17: Submitting and evaluating the proposals.** All offers being submitted upon processing the selection processes must be submitted as per the following instructions:

- 1 All offering parties must submit their offers on the date, at the time and place as may have been specified in the Invitation to Submit a Proposal. Extemporaneous offers will not be accepted.
- 2 CCB may, whenever they deem it convenient, set up the possibility for the offerings to be submitted digitally in the Invitation to Submit a Proposal. In any case, they will have to contain all the information required as well as all attachments as required. Also, the offers must be submitted in PDF format, or in any other format that guarantees the data and information contained in the proposal cannot be altered.
- 3 The technical offer must be submitted independently and separately from the conditions of the financial offer.
- 4 The procedure to receive the proposals will be defined in the Invitation to Submit a Proposal.
- 5 During the public summons processes, all offers must be opened at the same time and there must be, at least, one representative from the Comptroller's office, one representative from the line that is responsible for the process and a representative from the Procurement line. The envelope containing the financial offer shall not be opened until all authorizing requirements have been checked.

There must be a memorandum, signed by all attendants, certifying, at least, the following information: date and time of the opening and object of the procurement process.

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The names of the people that took part in the offer opening process, name and identification of each proposing party, number of pages each proposal has, whether there are physical samples included in the proposal, whether a digital copy of the proposal has been attached.

- 6 Once all proposals have been received, the following procedure shall be followed:
  - a. During the Private and Public Call, the line responsible for procuring shall check compliance with all authorizing requirements *and they shall assess all weighing factors*, for their relevant part, within a period that should not exceed 5 business days counted as of the business day following process closing. Also, the Office of the Legal Vice - Chair, through the Procurement line shall verify compliance with all authorizing requirements on all matters within their competence, within a period of time that should not exceed 5 business days counted as of the business day following process closing.
  - b. In order to weigh the proposals and get the eligibility sequence, the Procurement line shall have a 3 - business day deadline as of the business day immediately following the day the final assessment of the authorizing requirements, the weighing factors and the answer to all clarifications requested by the agency has been submitted.
  - c. The Office of the Vice - Chair and the Administrative Office through the financial line, shall conduct verification of the financial requirements and they will have a 3 - business day deadline as of the business day following process closing.
  - d. For Public Calls, opening the financial offer shall be carried out before the representative of the Comptroller's office and another from the Procurement line. This procedure shall be recorded in a certificate signed by all people present at the time, and it shall reflect the total price of the financial offer made by each one of the authorized proposing parties.
- 7 In case there is a tie between two or more proposals within a selection process, it must be solved as per the criteria defined in the Invitation to Submit a Proposal.
- 8 The proposing party to whom the selection process is allocated shall be informed through a suitable means of communication in order to legalize the contract.

**Article 18: Mechanisms to obtain more favorable conditions.** As per the Procurement Statute it is necessary to use mechanisms to obtain more favorable conditions for CCB, such as bidding or negotiating in the procurement processes, in all cases it applies.

**Article 19: Bidding.** Regardless of the price of the contract to be entered into, the Bidding modality shall be preferred in order to purchase those goods and services whose sole selection criterion is price.

In that case, and whenever there are two (2) or more offering parties, the Procurement line of the Office of the Legal Vice - Chair will hold a face to face or a virtual meeting, on a date, time, duration and conditions to be stated in the Invitation to Submit a Proposal.

During the meeting being held to such purpose, the participants will have the chance to improve their initial financial offers, once they have been known to all of them, by successively reducing the prices for a specific period of time.

It will be understood as the final offer, the one incorporating the most favorable conditions to CCB.

In case there are no positions during the meeting, the offers as initially submitted by the participants shall be deemed final.

**Article 20: Negotiation.** CCB shall be able to negotiate with the proposing party, the various conditions of the offer. The conditions shall be recorded in the corresponding consolidation modality of the legal business.

Negotiation shall be carried out once the corresponding selection process has been followed as per the request of the person responsible for authorizing the expense jointly with the Procurement line of the Office of the Legal Vice - Chair. To such purpose a meeting might be held documenting the following information: object of the meeting and the procurement process, start and end date and time, names of the people participating and amounts and / or conditions as laid out in the initial and final offer being negotiated. All participants must sign this document.

## Chapter VI. Contract formalities, proceedings, contents and execution

**Article 21: Contract execution modalities.** Once all procurement procedures have been followed, the agency shall use two (2) executing modalities:

- 1 **Accepting the Offer.** This modality shall be used when the price of the procurement process is lower than 100 monthly minimum legal wages before taxes. It will consist on the CCB's accepting the offer submitted by the contractor being selected, except in the following cases:
  - a) Property lease or buy / sell.
  - b) Whenever it is required to issue guarantees.
  - c) When the Procurement line deems it is necessary or convenient to do so according to the legal circumstances of the business.
- 2 **Contract:** This modality may be used when the price of the contract is greater than or the same as 100 monthly minimum legal wages before taxes or whenever the Procurement line deems it is convenient, and it shall contain all the clauses laid out in this Manual as well as all other as may be necessary according to the contract type.

**Article 22: Document writing and revising.** The Procurement line of the Office of the Legal Vice - Chair shall be responsible for writing and revising the contract, agreements, settlements, modifications, addenda or clarification projects for these and all other legal business transactions.

During the procurement process, all CCB lines will be required to use the models as the Procurement line of the Office of the Legal Vice - Chair, may have approved them. In case there is no model for a specific act, the person responsible must ask the Procurement line of the Office of the Legal Vice - Chair to create one.

**1st Paragraph** Lines shall not be able to negotiate with the contractors or contracting parties any contract minutes projects nor can they negotiate any act that may legally bind the CCB if such projects or minutes have not been previously approved by the Procurement line of the Office of the Legal Vice - Chair. To such end, all drafts shall be e - mailed to the Procurement line early enough and attaching all necessary support documents.

**Article 23: Contract clauses.** All clauses necessary or convenient to regulate contractual relations and which allow for fulfilling the CCB's institutional purposes shall be included in their contracts.

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For listing purposes, below there is a list containing the clauses that will be included in the contracts the CBB enters into:

1. Object.
2. Price of the contract. The price of the contract shall equate to the amount of the price as initially agreed upon plus the amount of any addition or additions made. For amounts given in foreign currencies it is necessary to clearly agree on the type of exchange that will be applied and at what point in time.
3. Specific obligations of the CBB and the contractor including a description of the mode (how, why, and what for), time (when) and place (where) for compliance, as well as the circumstances regarding opportunity, form and place of payment.
4. Term of the execution and terms to fulfill specific obligations, in case it is pertinent.
5. Contractual penalties due to non - compliance.
6. Guarantees, when all assumptions are given to be required.
7. Contract transference regulation.
8. Absence of inabilities, incompatibilities and accepting the Code of ethics for Contractors.
9. Copyrights, when necessary.
10. All necessary requirements for the contract to be performed.
11. Form or means of communications between the parties.
12. Contract supervisor or auditor who will be responsible for defining the obligations for execution in the Audit and Supervision Manual.
13. Mechanisms to settle disputes between the parties.
14. Origin of the resources needed to make payments.
15. Documents that are part of the contract and their prioritization.
16. All other as may be necessary as per the nature of the contract.

**Article 24: Term of execution and extensions.** All acts or contracts may be extended according to the needs CCB has and duly justified.

All contract extensions must be requested and approved by the contract supervisor with the prior authorization of the person responsible for authorizing the corresponding expense, and they shall be processed and legalized by the Procurement line of the Office of the Legal Vice - Chair.

**Article 25: Contract modifications.** During their execution, CCB may modify the acts or contracts it is a party to, by means of documents entered into to

Such purpose with the contractor whenever that is convenient for the agency, or whenever that is necessary to perform the contract.

All modifications must be justified, requested and approved by the contract supervisor with the prior authorization from the corresponding person responsible for authorizing the expense. In addition, whenever the modifications being requested affect the price of the act or contract or whenever they have an impact on the unit prices as agreed upon, they need to be justified by the supervisor, approved by the person responsible for authorizing the expense and authorized by all instances required as per the price of the contract, except for the exception laid out in article 8's paragraph of the Procurement Statutes.

**Article 26: Form of payment.** According to the characteristics of the contract it will be necessary to select the form and frequency of the payments to be made to the contractor, as well as the currency to be used. CCB will make its best effort to pay the contractors once the good or services have been delivered (in full or partially) as part of all its contract agreements.

However, considering the nature and complexity of the procurement process, among other things, as well as the conditions to perform the object of the contract, it will be necessary to assess how convenient it is or not to make an advance payment. The percentage of such payment shall be defined and justified by the line responsible for this.

The advance payment corresponds to the CCB's resources given to the contractor, to be managed and invested by the contractor on performing the contract pursuant to the conditions laid out.

The following are factors to assess the need to agree on an advance payment, among others:

1. Importing equipment or elements.
2. Maintaining or improving prices.
3. Purchasing materials or hiring staff, when there is a long period of time between buying the materials or hiring the staff and the first payment.

A suitable banking or financial instrument that will allow CCB to have control on the payment shall manage the advance payment and it must be fully amortized pursuant to the schedule of the payments agreed upon.

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**Paragraph.** Generally speaking, it will not be possible to agree on an advance payment whose amount is greater than 50 % of the price of the contract. Advance payments may exceptionally be agreed upon in an amount that is not greater than 50 % of the price of the contract, whenever the nature of the contract so requires, with the prior justification by the person responsible for authorizing the expense and a recommendation from the Advisory Committee on Procurement.

**Article 27: Termination of contracts.** All contracts entered into by the CCB shall terminate, among others, due to the following causes:

1. The term of execution of the contract or agreement ends.
2. The contractual object is completed to the satisfaction of CCB.
3. By mutual agreement.
4. All legal causes.

In those cases in which the Procurement line deems it necessary, it will be required to enter into a certificate of completion or early completion, that is when completion occurs before the term of execution, by the supervisor, the contractor or the person responsible for authorizing the expense.

**Article 28: Contract settlement.** CCB shall settle the contracts according to their nature. In any case, it will be necessary to enter into a certificate of settlement whenever the contract is terminated due to the contractor's non-compliance, when it is expressly agreed upon in the contract and whenever the CCB deems it convenient.

The term to enter the certificate of settlement shall be agreed upon in the contract and it will depend on the specific characteristics of each contract. The certificate of settlement shall have the following as a minimum:

1. A statement on contract fulfillment by each one of the parties.
2. A list of the condition of all financial benefits of the act or contract.
3. A statement of the status of the policies and obligations by the parties to this regard.
4. All other that may be necessary according to the nature of the contract and the conditions that gave place to the termination of the contract or act.

The contract supervisor will be responsible for writing the certificates of liquidation and their contents. In any case, the Legal Vice - Presidency's Procurement line shall check the certificates of liquidation from the legal standpoint.

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## Chapter VII. General Provisions

**Article 29: Guarantees.** As per the provisions laid out in the Statutes, CCB shall require all guarantees that may be appropriate and proportional according to the nature of the proposal or the contract. The Procurement line shall be the one responsible for checking compliance with the guarantee conditions required by the contract.

The following shall be the minimum coverage and effect conditions of the various policies:

- 1 **Good advance payment management and right investment coverage** When this coverage is required, it is necessary for it to cover 100 % of the amount of the advance payment and its term of validity shall be the same as the contract term of execution and four (4) more months.
- 2 **Advanced payment coverage.** When this coverage is required, it is necessary for it to cover 100 % of the amount of the advance payment and its term of validity shall be the same as the contract term of execution and four (4) more months.
- 3 **Fulfillment coverage.** The percentage for this coverage shall be 10 % of the total price of the contract as a minimum and validity shall be the same as the contract term of execution and four (4) months more.
- 4 **Salary and fringe benefits and employee compensation coverage.** The percentage for this coverage shall be 5 % of the total price of the contract as a minimum and validity shall be the same as the contract term of execution and three (3) more years.
- 5 **Work stability coverage.** The percentage for this coverage shall be 10 % of the total price of the contract as a minimum and validity shall be from 3 to 5 years as of the certificate of final receipt.
- 6 **Quality coverage for supplied elements.** The percentage for this coverage shall be 10 % of the total price of the contract as a minimum and validity shall be the same as the contract term of execution and three (3) more years.
- 7 **Spare parts and accessories supply provision coverage.** The percentage for this coverage shall be 10 % of the total price of the contract as a minimum and validity shall be the same as the contract term of execution and four (4) months more.

- 8 **Quality coverage for services rendered.** The percentage for this coverage shall be 10 % of the total price of the contract as a minimum and validity shall be the same as the contract term of execution and up to two (2) more years.
- 9 **Extra contractual civil responsibility policy.** The percentage for this coverage shall be between 10 and 30 % of the total price of the contract and validity shall be the same as the contract term of execution and up to two (2) more years.

The policy may include the following coverage Employer's, Cross, Contractors and Sub - Contractors, Medical Expenses, and Car insurance for their own and rented vehicles.

**Article 30: Suppliers re – assessment - CCB** shall re -assess all suppliers according to the regulations put in place in the Quality Management System.

**Article 31: Transition regime and effect.** All contractor selection processes that may have started before the Procurement Statute came into force shall continue until they are finished and shall be governed by the regulations in force when they started.