

**Public Works' Contract [contract number] for the execution of the [project's name] project dated on [Contract's date], entered into by and between [name of the Contracting State Entity] and [Contractor' name].**

The function of Colombia Compra Eficiente is to design and implement standardized documents specialized per type of goods or services that may be required by the participants in the public purchases and procurement system. The purposes of these documents are to be the guideline for the State Entities.

Colombia Compra Eficiente makes available this work contract sample document pursuant to plan contracts, the use of which is mandatory for the State Entities that are going to enter into plan contracts in the terms of Circular letter 15 of the 28<sup>th</sup> of August of 2014, issued by Colombia Compra Eficiente. The sample document must be adapted to the particular conditions of the Procurement Process. The sections between brackets correspond to blank spaces to be filled.

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Clause 30 – Site and Contract's Domicile

The undersigned to wit: [Name of the representative of the Contracting State Entity], identified with [type of ID document] with [number of ID card] issued at [municipality in which the ID card was issued], in his / her capacity as [position of the officer representing the Contracting State Entity], appointed by [number of the administrative act of appointment] dated on [date of the administrative act of appointment], position for which he was sworn in on the [date of entry to office], according to minutes N° [number of minutes] dated on the [date of the minutes], pursuant to the powers and functions contained in [provision that gives to the officer of the Contracting State Entity that signs the contract the power to do so. It can be the provision of creation of the Contracting State Entity or an act of delegation of functions] dated on [date of the competence provision], acting in the name and on behalf of [name of the Contracting State Entity], with NIT [NIT (tax identification number) of the Contracting State Entity], which, for the purposes of this agreement is called [name of the Contracting State Entity] or Contracting State Entity, on the one had; and on the other, [name of the representative of the contractor or of the individual Contractor] identified with [type of ID document] with [number of ID card] issued at [municipality in which the ID card was issued] [acting in his / her own name] or [in capacity as – position or relationship with the Contractor] of the [name of the company or plural structure represented by him / her] with Nit. [NIT number of the Contractor] and commercial registration No. [commercial registration number], which, for the purposes of this agreement will be called [name of the company or plural structure represented by him / her] or [name of the persona natural] or the Contractor, have agreed to enter into this Public works contract, taking the following considerations into account:

- I. Whereas, the mission of [name of the Contracting State Entity] is [description of the mission of the Contracting State Entity] and the contract to be entered into is related to this mission because [justification general of the rationale for the execution of the contract],
- II. Whereas, the need to be satisfied by the Contracting State Entity is [description of the requirement to be contracted],
- III. Whereas, [name of the Contracting State Entity] carried out the respective studies and prior documents,
- IV. Whereas, the Offer of the Bidder called [name of the contractor] was the winner of the selection process as it met the conditions and requirements required by the [Bid Terms or invitation to bid] No. [identification of the Contracting Process in the SECOP],
- V. Whereas, this Contractor was selected by a [public tender/ abbreviated selection/ minimum amount] identified with N° [identification of the Contracting Process in the SECOP],
- VI. Whereas, the activity to be contracted is included in the Annual Acquisitions Process,

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VII. Whereas, in [number and date of the administrative act of awarding or identification of the acceptance of the offer] the Contracting State Entity awarded this Contract, and

VIII. Whereas, [include any other motivation that the Contracting State Entity wishes to include],

By virtue of the foregoing, the parties enter into this contract, which will be governed by the following clauses:

**Clause 1 – Definitions**

The capitalized expressions utilized in this Contract must be interpreted with the meaning assigned below. The terms defined are utilized in singular and in plural according to the context in which they are utilized. Other capitalized terms utilized must be construed according to the definition contained in Decree 1082 of 2015 and according to the meaning established in Bid Terms. The terms not defined in the aforementioned documents or in this clause, must be construed according to their natural and obvious meaning.

Definitions	
Start Minutes	Document that records the date, the conditions and the place in which the execution of the public works the subject of this Contract start.
Final Receipt Minutes	Document that records the date and conditions of the final delivery of the works.
Work Minutes	Is the document in which the Contractor and the inspector identify and quantify the quantities, the percentage or in general, the progress of work done [In case that the contractual obligations are agreed with work item]
Technical Annex	Is the document attached to this Contract, which describes the technical specifications of construction and / or maintenance, budget, project's scope, location and area of influence and activities and any other that the parties deem as relevant.
Prepayment	Delivery of money by the Contracting State Entity to the Contractor to start the execution of the contract. It is not profit or earnings of the contractor and it must be managed according to the law.
Contracting State Entity	[Name of the State Entity that enters into this Contract]
Contractor	[Name of the individual or legal entity or of the plural structure Contractor]
Contract	Is this agreement.
Estimated Work Schedule	Is the Schedule submitted by the Contractor to execute this Contract.

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**Clause 2 – Purpose of the contract**

The purpose of the contract is [general description of the contractual purpose] which includes [specific description of the contractual purpose].

The Process' Documents are part of this Contract and also define the activities, scope and obligations of the contract.

**Clause 3 – Specific Activities of the contract**

The Specific Activities to be developed in the contract are as follows: [Include the activities that must be carried out by the contractor in the most precise manner possible].

The Contractor undertakes to perform the subject of this contract with the following technical specifications, [on top of those established in the Technical Annex, if there is one; include the conditions applicable to the service in terms of quality, answer times, specific scopes, etc.]

**Clause 4 – Contract Price and Terms of Payment**

The amount of this Contract corresponds to the sum of [include the total amount in numbers and in letters] which will be paid taking into account that the price was agreed by means of [establish as a function of the payment modality adopted, namely, unit prices, lump sum or delegated management].

[The Contracting State Entity] shall pay to the Contractor the amount of this Contract against the budget availability certificate [information of the budget availability certificate] and in case that future fiscal periods are used: the resources of future fiscal periods of [year of the periods] for [amount thereof], approved by [insert the competent body] on [date and data of the resolution of approval of the future fiscal periods].

This Contract is subject to budget registration and the payment of its amount to the budget appropriations.

The Contracting State Entity will pay to the Contractor the price of the contract in the following [monthly installments or other periods determined by the Contracting State Entity. Include the amount payable by monthly installments or other periods determined by the Contracting State Entity in numbers and letters].

The foregoing amounts will be paid upon the delivery of [the reports, performance milestones or deliverables set forth by the Contracting State Entity], the certification of receipt to satisfaction by the supervisor of the contract and evidence of payment of the social security contributions, which must meet the legal requirements.

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The payments will be made within the [days determined by the Contracting State Entity] after a date of presentation of the certificate of compliance signed by the supervisor of the contract.

**Clause 5 – Contractor's representations**

The Contractor makes the following representations:

- 5.1 Knows and accepts the Process' Documents.
- 5.2 Had the opportunity to request clarifications and amendments of the Process' Documents and received from [name Contracting State Entity] a timely answer of each one of the requests.
- 5.3 Is duly empowered to enter into this Contract.
- 5.4 The Contractor, at the time of the execution of this Contract, has not fallen in any of the causes of disqualification or, incompatibility.
- 5.5 The Contractor is current in its labor obligations regarding the integral social security system.
- 5.6 The amount of the contract includes all the expenses, costs, rights, taxes, levies and any other contributions related to the compliance with the subject of this contract.
- 5.7 The Contractor, throughout the performance of this Contract, will carry out all the activities required for the final performance of the works, complying with the Schedule established in clause 6 of this Contract.
- 5.8 The Contractor represents that the resources that make up its equity do not come from money laundering, the financing of terrorism, drug trafficking, illegal deposit - taking, and in general, from any illicit activity; likewise, the Contractor represents that the funds received pursuant to this contract will not be used in any of the foregoing activities.
- 5.9 The Contractor agrees not to hire underage persons for the performance of the contractual purpose, and also not to allow to subcontract underage persons for such purposes, pursuant to Resolution 1677 of 2008 of the Social Protection Ministry and the International Compacts, Conventions and Treaties ratified by Colombia, about the rights of the children.

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5.10 [Is aware that this contract falls within the framework of an agreement plan entered into by [include State Entity if the national level] with the Contracting State Entity.]

**Clause 6 – Term and Schedule of Works**

The term for the performance of the contract is [include the estimated time of duration of the contract].

The Estimated Work Schedule of this Contract results from the joint analysis by the contractor and the Contracting State Entity and is part of this Contract as Annex 2.

[The start date of the term of execution of the works is the date in which the parties sign the works' Start Minutes].

The date of termination of the term of execution of the works is the date in which the Final Receipt Minutes are entered into. To be able to sign the Final Receipt Minutes, the Contractor must fully comply with the commitments and liabilities contained in this Contract and its annexes.

**Clause 7 – Contractor's Rights**

7.1. To receive remuneration for the performance of the works in the terms agreed in Clause 4 of this Contract.

7.2. [Include any other right that the Contracting State Entity may consider].

**Clause 8 – Particular obligations of the contractor**

8.1. To develop and comply with the purpose of the contract, in the conditions of quality, opportunity, and obligations defined in this Contract, including its Technical Annex and its Bid Terms.

8.2. To deliver the Estimated Work Schedule that will become the Annex 2 of this Contract.

8.3. To cooperate with [name of the Contracting State Entity] in any requirement that it may make.

8.4. To guarantee the quality of the goods and services provided, according to the Technical Annex, the Bid Terms and the offer submitted to [name of the Contracting State Entity].

8.5. To make known of [name of the Contracting State Entity] any claim that may have, indirectly or directly, any effect over the purpose of the contract or over its obligations.

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- 8.6. To inform to [name of the Contracting State Entity] any political, legal, social, economic, technical, environmental or other circumstances that may affect the performance of the contract.
- 8.7. To make, execute and submit to [name of the Contracting State Entity] the respective partial Work Minutes. Such partial Work Minutes must be approved by the [Inspector and/or Supervisor] of the contract, as corresponds.
- 8.8. To comply with the obligations regarding environmental, land management and of social responsibility issues that are of its competence according to the regulations applicable and the technical specifications of the work.
- 8.9. [Include any other obligation that the Contracting State Entity considers].
- 8.10. [To allow that [include State Entity of the national level] defines guidelines and procedures and to make the follow – up and monitoring of the compliance with the contract and to follow such guidelines and procedures taking into account which resources contributed by the aforementioned Contracting State Entity will be applied to the execution of the contract].

**Clause 9 – Particular rights of the Contracting State Entity**

- 9.1. To review, reject, correct or amend the Work Minutes and to request the corrections or amendments that the works need.
- 9.2. To use the exceptional clauses of the contract.
- 9.3. To make use of the clause of imposition of fines, the penalty clause or any other right given to the Contracting State Entity bylaw or by contract.
- 9.4. [Include any other right of the Contracting State Entity].

**Clause 10 – General obligations of the Contracting State Entity**

- 10.1. To exercise control over this Contract, in a direct or indirect manner.
- 10.2. To pay the price of the public works, according to the terms established in this Contract.
- 10.3. To cooperate for the compliance with the contractor's obligations.
- 10.4. To adopt and enforce, in respect to the contractor, the guidelines and procedures regarding the performance, follow up and monitoring of the contract defined [include State Entity of the national level]
- 10.5. [Include any other obligation of the Contracting State Entity].

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**Clause 11 - Responsibility**

[Name of the contractor] is responsible for the performance of the purpose established in clause 2 of this Contract. [Name of the contractor] shall be responsible for the damages caused by its employees and/or consultants, the employees and/or consultants of its subcontractors, to [Name of the Contracting State Entity] in the performance of the subject of this Contract.

**Clause 12 - Confidentiality**

In case that there is information subject to legal reserve, the parties must maintain the confidentiality of this information. For this, the interested party must inform to the other party that the information provided is confidential.

[The Contracting State Entity can define which documents or issues are subject to confidentiality].

**Clause 13 – Unilateral termination, amendment and interpretation of the contract**

[Name of the Contracting State Entity] may unilaterally terminate, amend and/or interpret the Contract, according to articles 15 to 17 of Law 80 of 1993, whenever it deems it necessary for the Contractor to comply with the purpose of this contract.

**Clause 14 – Forfeiture**

[Name of the Contracting State Entity] will have the power to declare the forfeiture when there is a breach of the contract by the contractor in the manner and according to the procedure set forth in the law.

**Clause 15 – Fines**

In case of default of the contractor's obligations derived from this Contract, [Name of the Contracting State Entity] can carry out the procedure established in the law and impose the following fines:

[Include the amount conditions of the fines]

**Clause 16 – Penalty clause**

In case of the declaration of forfeiture or of total or partial default of the obligations of this Contract, [name of the contractor] must pay to [Name of the Contracting State Entity], as indemnity, a sum equivalent to [include the total amount of the penalty clause in numbers and in letters]. The amount agreed in this penalty clause is the advanced estimation of damages; however, this clause does not prevent the enforcement of all the additional damages accrued on that amount. This amount

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can be offset against the amounts that [Name of the Contracting State Entity] owes to the Contractor because of the execution of this Contract, according to the provisions that govern this matter.

**Clause 17 – Guarantees and Risk Hedging Mechanisms**

The Contractor agrees to guarantee the compliance with the obligations arising in favor of the Contracting State Entity, because of the execution of the contract, according to the information of the following table:

Cover	Sufficiency	Validity

The Contractor commits to maintain in force the guarantee throughout the term of execution of the contract.

The Contractor must submit, within [insert term in days] business days after the signature of this contract the guarantees in favor of [name of the Contracting State Entity].

**Clause 18 – Contractor's independence**

The Contractor is an entity independent from [name of the Contracting State Entity], and in consequence, the Contractor is not its representative, agent or attorney – in - fact. [Name of the contractor] does not have the power to make declarations, representations or commitments in the name of [name of the Contracting State Entity], or to make decisions or start actions that generate obligations on its charge.

**Clause 19 – Assignment**

The Contractor cannot assign in whole or in part its obligations or rights derived from this Contract without the prior and written authorization of [name of the Contracting State Entity].

If the Contractor is the subject of a merger, spin – off or change of control, [name of the Contracting State Entity] has the right to know the conditions of that operation. In consequence, the Contractor commits to inform [name of the Contracting State Entity], in a timely manner, of it and request its consent.

[If the operation endangers the performance of the contract, [name of the Contracting State Entity] will demand from the Contractor, its members or shareholders, a guarantee additional to the one established in clause 17 of this Contract. If the Contractor, its members or shareholders, do not deliver this additional guarantee, the Contracting State Entity can validly oppose, before the respective authority, to the business merger or spin – off operation, or to the change of control].

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**Clause 20 – Subcontracting**

[Name of the contractor] can subcontract with any third party the performance of the activities related to the subject of this contract. However, the Contractor must inform of these contracts to the Contracting State Entity and it must have the due registration of this type of legally binding agreements. The Contractor must hold the Contracting State Entity harmless according to clause 21.

**Clause 21 - Indemnity**

The Contractor agrees to indemnify [name of the Contracting State Entity] because of the breach or the noncompliance with the obligations set forth in this Contract.

The Contractor agrees to hold the Contracting State Entity harmless from any loss or damage originated in claims of third parties that have as their cause its activities, for up to the amount of the loss or damage caused.

The Contractor shall hold the Contracting State Entity harmless for any obligation of a labor or related nature originated in the noncompliance of the labor obligations that the Contractor assumes in respect of the personnel, subordinates or third parties that take part in the execution of the obligations derived from this Contract.

**Clause 22 – Force Majeure or Fortuitous Event**

The parties are released from liability for the non compliance of any of their obligations or for the delay in the satisfaction of any of the obligations in its charge derived from this Contract when the non compliance is the result or consequence of the occurrence of a Force Majeure and Fortuitous Event duly invoked and evidenced according to the Colombian law and jurisprudence.

**Clause 23 – Resolution of Controversies**

The controversies or differences arising between the Contractor and the Contracting State Entity because of the signature, performance, interpretation, extension or termination of the contract, as well as of any other issue related to this Contract, will be subject of the review of the parties to seek a direct arrangement, in a term of no more than five (5) business days as of the date in which one of the parties informs the other, in writing, of the existence of a difference and explains it in a brief manner.

The controversies that cannot be solved in a direct manner between the parties will be solved by means of:

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[Amiable composition: when the controversy refers to technical issues, it can be subject to an amiable composition procedure, which will take place before [organization that will process the amiable composition], once the request of direct arrangement has been filed. The amiable compositeur will be one (1) single person, who must have professional training in the management of the technical aspects of the works the subject of this contract and who will make a final decision in equity, mainly utilizing his / her professional training]

[Conciliation: when the controversial cannot be fixed in a direct manner [or if an amiable composition cannot exist] it must be subject to conciliation proceedings that will take place before [name of the conciliation center], once a conciliation request has been made in an individual or joint manner by the Parties. If in the term of eight (8) business days as from the start of the conciliation proceedings, which will be deemed as from the date of the first calling of the Parties made by [name of the conciliation center], the Parties do not reach an agreement to solve their differences, they must resort to [the contentious – administrative jurisdiction or the Arbitration Tribunal agreed]

[In case that an arbitration clause is agreed: The Arbitration Tribunal will operate in the city of [name of the city] and will be governed by the rules of the [name of the Arbitration Center]. The Arbitration Tribunal will be made up by [one or three] arbitrator [s], who will be Colombian lawyer (s) and who will decide in law. The arbitrator [s] will be appointed by the Parties by mutual consent, and, in the absence of agreement, they will be appointed by [name of the Arbitration Center]. The lack of agreement about the appointment of the arbitrators will be presumed if after then (10) business days after the application for the installation of the Arbitration Tribunal the [three (3)] arbitrator [s] has [have] not been appointed. The expenses caused by the Arbitration Tribunal will be covered by the Parties according to the applicable provisions in this regard.]

[The parties will bring the controversy to the Contentious -Administrative Jurisdiction]

The agreement reached in the direct arrangement stage, amiable composition, in the conciliation if such is the case and the arbitration award] is mandatory for the parties and are enforcement order. In consequence, any of the Parties can demand its enforcement in executive proceedings.

**Clause 24 - Notifications**

The notices, requests, communications and notifications that the Parties must make pursuant to this Contract must be in writing and will be deemed as duly made only if the same are personally delivered or sent by electronic mail to the person and the addresses set forth below:

[Name of the Contracting State Entity] Name: Position: Address: Phone:	[Name of the contractor] Name: Cargo: Direction: Phone:
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Electronic mail:

Electronic mail:

**Clause 25 - Supervision<sup>1</sup>**

The supervision of the execution and of performance the obligations contracted by the Contractor in favor of the Contracting State Entity will be in the charge of [name of the supervisor].<sup>2</sup>

**Clause 26 - Inspection**

The Inspection of the execution and of performance the obligations contracted by the Contractor in favor of the Contracting State Entity will be in the charge of [name of the inspector].<sup>3</sup>

**Clause 27 – Annexes of the contract**

Are integral part of this contract the following documents:

- 27.1. The prior studies.
- 27.2. The Bid Terms of the selection process N°. [Number of the Contracting Process], its annexes, addenda or any other Document of the Process.
- 27.3. The offer made by the Contractor.
- 27.4. The minutes, agreements, reports and pre - contractual documents.
- 27.5. Budget availability certificate. [Include this document depending on the payment modality agreed by the parties].
- 27.6. [Include the other documents that the Contracting State Entity decides].

**Clause 28 – Legalization and performance**

This contract requires for its legalization the signature of the parties. For its performance it requires the budget registration [the approval of the guarantee the subject matter of Clause 16 of this Contract] and the accreditation of being the Contractor current and with no debts regarding the contributions to the integral social security system.

**Clause 29 – Site and Contract's Domicile**

<sup>1</sup> Pursuant to the provisions of Law 1474 of 2011, the Contracting State Entity must define if the follow – up of the contract is made through the so-called supervision, or through Inspection or both in a concurrent manner. In this last case, it is necessary for the Contracting State Entity to clearly define the works that correspond to the supervisor in respect to those of the Inspection.

<sup>2</sup> Pursuant to the provisions of Law 1474 of 2011, the Contracting State Entity must define if the follow – up of the contract is made through the so-called supervision, or through Inspection or both in a concurrent manner. In this last case, it is necessary for the Contracting State Entity to clearly define the works that correspond to the supervisor in respect to those of the Inspection. (SIC)

<sup>3</sup> In case that the Contracting State Entity has not contracted the Inspection at the time of execution of the works' contract it must state the number of Contracting Process the purpose of which is to contract it.

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The activities set forth in this Contract will be carried out in [place or places of execution of the work] and the contractual domicile is [name of the city or municipality in which the contractual domicile will be established].

In witness whereof, it is signed at [place of execution of the contract] on the [date of execution of the contract].

[Name of Contracting State Entity]	[Name of the contractor]
[Include the firma of the representative of the Contracting State Entity]	[Include the firma of the representative of the contractor]
[Data of the individual who signs it]	[Data of the individual who signs it]
[Type and number of ID]	[Type and number of ID]