**SHEET OF CONDITIONS**

**DIRECT HIRING**

**Nº CD/IP/0609/823**

**SERVICES OF ENGINEERING, TRY AND CONSTRUCTION (IPC) FOR THE INSTALLATION OF TWO (2) UNITS OF GENERATION LM6000 IN THE GENERATION PLANT THE RAISA ASSOCIATED TO GENERATING COMPLEX TERMOCENTRO**

Caracas, 22 of June of 2009

CONTENT TABLE

|  |  |
| --- | --- |
| SECTION I | DATA SHEET OF THE PROCEDURE |
| SECTION II: INSTRUCTIONS TO THE OFFERER | 1. OBJECT OF LA CONTRATACIÓN 2. APPLICABLE NORM 3. DEFINITIONS 4. MECHANISM TO USE 5. CONTENT OF THE SHEET OF CONDITIONS 6. CLARIFYING ON THE SHEET OF CONDITIONS 7. COSTS OF THE PROCEDURE 8. LANGUAGE OF LA OFERTA 9. CURRENCY OFLA OFERTA YPAYMENT CURRENCY 10. PRESENTATION OF LA OFERTA. 11. PERIOD OF VALIDITY OF LA OFERTA 12. MODIFICATION OF THE SHEET OF CONDITIONS 13. CLARIFYING OF MANIFESTATIONS OF WILL, DOCUMENTS OF QUALIFICATION OR SUPPLIES 14. INFORMATION CONTAINED IN CD 15. RIGHTS OF LA EDC 16. NOTIFICATION OF LA ADJUDICACIÓN 17. COMPANY/SIGNATURE OF THE CONTRACT 18. CESSION OF CREDITS 19. ADVANCE PAYMENT 20. COMMITMENT OF SOCIAL RESPONSIBILITY 21. OTHER SPECIAL CONDITIONS OF THIS PROCEDURE |
| SECTION III | MODELS (FORMS) OF SUPPLY DOCUMENTS |
| SECTION IV | CONTRACT MODEL |
| SECTION V | SPECIAL CONDITIONS OF THE CONTRACT |
| SECTION I SAW | FORMS OF CONTRACTUAL GUARANTEES |
| SECTION VII | ENGINEERING SPECIFICATIONS, FLAT, METRIC CALCULATIONS, DESCRIPTIVE MEMORY AND DRAWINGS. |

SECTION I

DATA SHEET OF THE PROCEDURE

The data contained in this Section complement and detail the indicated thing inla Sección II(Instructions to the Offerer).

In case of discrepancy with the content ofla Sección II, the established thing will prevail in la Sección I.

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| 1. **Period of validity of the Supply**:   The supply will remain valid and effective by a period of 90 days as of the date of the reception act of the supply established by La EDC. |
| 1. **Reception of Supply**   **Date**: 6 of 2009 July  **Place:** **Av. Vollmer, Building SoothesLa Electricidadof Caracas, Floor 15.**  **Functional management of Engineering and Projects** |
| Commitment of Social Responsibility: The Commitment of Social Responsibility pays attention like a percentage to Versus. F. of the total of the amount ofla Oferta, the following way:   |  |  | | --- | --- | | Smaller supplies to Versus. F. 500.000 | 1.5% | | Supplies between Versus. F. 500,000 until Versus. F. 2.000.000 | 2% | | Supplies majors to Versus. F. 2.000.000 | 2.5% |   In case of partial awarding the amount to contribute by this concept will be fit to the amount of the hiring. |

SECTION II

INSTRUCTIONS TO THE OFFERER

1. **OBJECT OF** **LA CONTRATACIÓN**
   1. This procedure intends the hiring of the **“Services of Engineering, Tries and Construcción (IPC) of the Installation of Two (2) Units of Generation LM6000 inla Plantaof Generation the Raisa associated to the Complex Project Generating Termocentro “.**
   2. The engineering specifications of the same are detailed inla **Sección VII**of the present sheet.
2. **APPLICABLE NORM**

* 1. The present process will be in force by the Decree with Rank, Value and Force of Law of Public Hirings, published in Extraordinary Official Newspaper ofla República Bolivarianaof Venezuela N° 5,877, of date fourteen (14) of March of 2008, reprinted by material error inla Gaceta Oficialofla República Bolivarianaof Venezuela Nº 38,895 of the 25 of March of 2008.
  2. Decree N° 4,998, by means of which Industries, Cooperatives and otherla PromociónAssociative, Producing forms of Goods, Lenders of Services and Work Executors located in the country, published in of of Venezuela N° 38,567 are dictated to the Temporary Measures and Developmentla Gaceta Oficialofla República Bolivarianathe Small and Medians, of date twenty (20) of November of 2006, as soon as not colida withla Leyof Public Hirings.
  3. The Norms for the preferences of Advance payments and Soon Payment to assure the promotion and development the Micro ones, Small and Medians companies and Cooperatives located in the country, anticipated in the Decree N° 4,910, published inla Gaceta Oficialofla República Bolivarianaof Venezuela N° 38,546 of the 19 of October of 2006, being applicable, as soon as not colida withla Leyof Public Hirings.

1. **DEFINITIONS**
   1. **Share capital**: One talks about the composition of the capital corresponding to stock of the company, subscribed and paid.
   2. **Partnership or Alliance**: Set of legal, national and/or foreign, tie people to each other under the temporary concept of association, that shared in common and limitlessly according to the case, is responsible beforeLa EDC, for the execution of the contract which there will be to subscribe.
   3. **Commitment of Social Responsibility:** It is the contribution in money, in accordance with the anticipated thing in article 3 of the Decree N° 4,998, that voluntarily the Offerer realizes in the present process licitatorio, in case of being favored with la Buena Pro.
   4. **Contractor:** She is the natural or legal person who will be benefitted with la Buena Pro.
   5. **Contract:** It is the legal instrument that regulates the execution of a work, benefit of a service or provision of goods, including the order and orders of purchase on watch.
   6. **Day**: It means consecutive day.
   7. **Contracting being orLa EDC**: It isla C. A.La Electricidadof Caracas (La EDC).
   8. **Descriptive memory:** Intelligence document that must contain the description and justification of the adopted technical solutions, must contain a summary of the characteristics of the service and to express clearly without needing consulting other documents an idea makes specific than the benefit of the service it represents. It must contain antecedents and information sufficient to provide a complete knowledge of the adopted solution, the form in which there is to carry out and all that with his accomplishment, including procedures, equipment, materials, consumable and normative (technical and others) applicable.
   9. **Models:** The models Annexes to the Sheet of Conditions were made to serve as guide the Offerer, is due to understand, like requirement for their validation, that to be presented/displayed documentation must be become attached substantially to these models, unless the opposite indicates itself specifically.
   10. **Offerer:** Natura is the legal person or that has presented/displayed a supply in this procedure.
   11. **National Participation in the Share capital:** Property of Venezuelan Natural People or Legal People with main address in Venezuela talks about to the part of the Share capital.
   12. **Offerer:** She is the natural or legal person who has acquired the sheet of conditions to participate in the present Open Contest.
   13. **In writing:** He means a communication written with acceptance trial.
   14. **RNC:** It means the National Registry of Contractors, assigned to the National Service of Hirings ofla República Bolivarianaof Venezuela.
   15. **Added value National:** It is the result of sumatoria of the percentage contributions in the formation of the final price, of the diverse components of national origin that are used to produce or, to realize a work or to serve.

The definitions contained inla Leyof Hirings and the Decree N° 4,998 will be applicable to this procedure.

1. **MECHANISM TO USE**

For this procedure the modality of Direct Hiring will be used.

1. **CONTENT OF THE SHEET OF CONDITIONS**
   1. Besides the present document, the Sheet of Conditions includes/understands any clarifying modification or to which it emits La EDC.
   2. It is responsibility of the Offerer to examine all the instructions, forms, terms and specifications contained in the Sheet of Conditions.
   3. The Offerer will have to make sure that the Sheet Conditions received this complete one and according to the rules settled down here. In case of disagreement the Offerer will have to ask for immediately and in writing the missing or discrepant documentation.
   4. La EDChe will not be responsible in any case by the lack or discrepancy for documentation of the Sheet, nor it will affect the validity or effectiveness of this hiring and its acts. The Offerer will assume all the responsibility, risks and derived consequences of any disagreement that the same will not have communicated opportunely.
2. **CLARIFYING ON THE SHEET OF CONDITIONS**
   1. If the Offerer requires some clarifying one on the Sheet of Conditions, will be able to ask for it in writing, to the direction indicated inla **Sección I(Data of the Procedure)**.
   2. La EDChe will respond in writing (via fax, mail or postal mail) to the requests of clarifying that are received.
   3. The Offerer will emit receipt requested of the answers that are sent to them. In case of not emitting it, he will assume himself like so, supporting of transmission realized through an equipment of telefax or the certainty of reception of a service of mail or postal mail.
   4. The answers to the clarifying ones will happen to comprise integral of the Sheet of Conditions.
   5. Although the visit to the work does not represent condition of obligatory character for the purposes of the evaluation and qualification of the proposal, considers the visit advisable to know the details technical builds them.
   6. The cause that the Offerer properly does not become familiar with the details and conditions under which will be executed the works, will not be considered as it excuses valid for later claims.
   7. It will be responsibility of the Offerer to visit and to inspect the zones of works to investigate the availability of the construction equipments, manpower, transport, and of special way the elaboration and sources of supply of materials for his operation of aggregates, as well as of those environmental conditions and other situations that affect the execution and that could be determined and be verified in the visit to the zones of works.
3. **COSTS OF THE PROCEDURE**

The Offerer will support to all the expenses related to the preparation and presentation of his supply. La EDC he will not be responsible in any case for these costs, independent of the form in which the selection or its result is carried out.

1. **LANGUAGE OF** **LA OFERTA**

La Oferta, as well as all the relative correspondence and documents that interchange the Offerer andLa EDC, will have to be written up in Spanish language. The complementary documents and printed texts that comprise of the supply could be writings in another language, with the condition of which the excellent parts of this material go accompanied of a trustworthy translation to the Spanish language. For effects of the interpretation of the supply, this translation will prevail.

1. **CURRENCY OFLA OFERTA YPAYMENT CURRENCY**
   1. The amount of the supply will be reflected in **Strong Bolivars (Versus.** **F.)** for the national component and **in American Dollars (U.S. $)** for the cost of the equipment, imported spare parts and other components as well as activities strictly realized in the outside.
   2. The payments will be realized in the currencies of the presented/displayed supplies.
2. **PRESENTATION OF** **LA OFERTA**

**10.1** The Offerer will give his documentation in on closed indicating as she follows: **On A**: Documents ofla Oferta Técnicaand must be detailed with the following label:

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| **On A**  **Documents of** **la Oferta Técnica**  Name of the company:  Direct hiring Nº **CD/IP/0609/823**  **“****SERVICES OF ENGINEERING, TRY AND CONSTRUCTION (IPC) OF**THE **INSTALLATION OF TWO (2) UNITS OF GENERATION LM6000 IN THE GENERATION PLANT THE RAISA ASSOCIATED TO COMPLEX PROJECT GENERATING TERMOCENTRO”.** |

**On B**: Documents ofla Oferta Económicaand must be detailed with the following label:

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| **On B**  **Documents of** **la Oferta Económica**  Name of the company:  Direct hiring Nº **CD/IP/0609/823**  **“SERVICES OF ENGINEERING, TRY AND CONSTRUCTION (IPC) OF THE INSTALLATION OF TWO (2) UNITS OF GENERATION LM6000 IN THE GENERATION PLANT THE RAISA ASSOCIATED TO COMPLEX PROJECT GENERATING TERMOCENTRO”.** |

**10.2.** The content of the envelopes will have to be presented/displayed in Folders with hoops, separated in Original and two (2) copies, having to be used separating of fine cardboard with eyelashes for each literal one, in order to facilitate the revision process. In case of discrepancy between some of copies and the original one it will prevail this. In the case of the Original folder, all those documents that are asked for in copies will even have to be presented/displayed of that form in the **Original** folder.

**10.3 On A:** The following documents will be due to brief

1. **Descriptive memory:** La Memoria descriptive it will have to contain a detailed description of the works to execute that it allows to explicitly determine the methodology of work and the results that will be obtained in the application of her, as well as a plan of execution of each one of the supplied games of work, including the yield of the equipment that goes to be used in the works.
2. **Propose organization**: For the technical evaluation, the Offerer will have to provide to the organizational chart of the company until the level supervisorio.
3. **Cronogram of Execution:** In order to verify the run time of the offered works, the Offerer will have to present/display a detailed cronogram of the service operations in agreement with the asked for plan of execution in the Descriptive Memory. The time will be evaluated in which the Offering esteem will take to him to realize the execution of the supplied service operations, fulfilling all the requirements demanded by the EDC.
4. **Quality of Works**: In order to verify the implanted system of quality, the Offerer will have to present/display: Policy of quality, system of quality (bases of the operating system, operational consistency, plan of execution, the procedures of control and securing of the quality, registries of quality, control of nonconformities and audits; the certifications of quality (desirable ISO 9001) and the references of the clients.
   1. **On B:** The following documents will be due to brief:
5. **Manifestation of Will**. Manifestation of Will to participate, in accordance with **Model 1 ofla Sección III**, properly subscribed by (s) the person (s) authorized (s) legally to jeopardize the Offerer, according tola Certificaciónof Data of the R.N.C. On the contrary, it will have to brief the notarized or registered documentation authorizes that it to represent the Offerer.

In case of partnerships or alliances,la Manifestaciónof Will it will have to be subscribed by the legal representative of these. If the person who signs documents is not the person indicated inla Certificaciónof data of the R.N.C like legal representative or the authorized one by the briefed statutes to sign in the name of the Offerer, the notarized or registered documentation must be briefed authorizes that it to represent the Offerer.

1. **Consorcial document or of Alliance**. In case the Offerer participates in partnership or alliance, she will have to present/display document properly granted and authenticated where the participation of each of the members consists and that they are commited shared in common againstLa EDC, as well as the name of which will assume the legal representation of this partnership or alliance (if outside the case) according to **Model 2 ofla Sección III**.documents of alliances must fulfill the predicted thing for the partnerships.
2. **Sworn la Solvencia Vigente**to be Reliable with the Venezuelan Institute of the Social Insurances, made **Declaration or copy** according to **Model 3 ofla Sección III,** for the date of presentation of the contentivos envelopes of the manifestations of will and supplies. In case of not applying, it will have to present/display communication indicating the causes by which it does not present/display it. (The cooperatives will have to present/display this document in case these quote).
3. **Letter presentation Supplies**: It must be signed and be presented/displayed by the legal representative or in his defect by authorized person for it. The Offerer will have to present/display the form of Presentation of Supply (**Model 4 ofla Sección III**). This form will have to fill without alterations in its format. All the spaces in target with the asked for information will have to be completed. **The Alternative Supplies Conditional or are not allowed**. Indicating amount of services more V.A.T.

As it starts off la Carta Ofertaincludes the Commitment of Social Responsibility, in accordance with the indicated thing in numeral 19 of numeral article 6 and 14 of article 44 ofla Leyof Hirings Public. According to the arranged thing in numeral 8 of article 71 of the mentioned Law, the omission of this Commitment will be causal by ricochet of the supply.

1. **Budget**: The Offerer will have to provide all the information required in **Model 5 ofla Sección III**, where she will detail and discriminate the information required in this Model.

The offerer will have to present/display the budget of physical and electronic way in spreadsheet Excel format and Compact disc Annex to his proposal. The prices reflected in the Budget will have to be indicated each with two numbers decimal, for each game of reglones supplied. The content of this Compact Disco will not have electronic document character nor legal value some. The information asked for in electronic format is required to facilitate the evaluation process, reason why its omission will not be causal by ricochet of the supply, being ableLa EDCto ask for it by means of clarifying of supplies.

The supplied prices will have to include all the costs which it must incur the Offerer for the execution ofla Obra, such as: of the personnel the any other law, as well as their Regulation and, wagesla Ley Orgánica, services, materials, consumptions benefits of the Work that comprise Legal of the Venezuelan Ordering and which they have relation with the labor norm (considering the geographic location from the works at the time of realizing the supplies), minimum wage, grant of uniforms and personal protective equipment with his corresponding tests of certification, tool, vehicle, administrative communications equipment, as well as guarantee, insurance, policy, expenses and utility.

1. **Cronogram of Investment:** Amounts to invest in every considered month, taken from the work program. It obtains the total sum and the monthly accumulated amount, Uses so many lines as months it fixes to the supply. **Model 6 of** **la Sección III**.
2. **Copy of Labor Solution:** The Offerer must present/display:

Effective copy ofla SOLVENCIA LABORALemitted by the Ministry of the Popular Power for the Work and Social Security to name ofLa EDC, or

Effective copy ofla Solvencia Laboralemitted to name of another organism and certainty of to have asked forla Solvencia Laboralby before the Ministry of the Popular Power for the Work and Social Security name of La EDC.

In this last case the Offerer will have to briefla Solvencia Laboraleffective to name ofLa EDC, before the subscription of the contract within settled down maximum term for such aim.

i) **Letter of Declaration of Exceptions**. The Offerer will have to present/display a declaration of the differences or exceptions with respect to the specifications, agreed to **Model 7 of** **la Sección III**.

The Offerer must consider that the deviations or omissions (commercial, technical or of any other type) that its supply has with respect to the stipulated thing in the Sheet, must specifically be indicated in the letter of Declaration of Exceptions, reserving themselvesLa EDCthe right to accept the deviation or to reject the supply. In no case the Offerer will be able specifically to do merit deviations or omissions nonindicated in the letter of Declaration of Exceptions, although the same can be deduced or be inferred or specifically are indicated in other parts of the supply, in which case the mention to the deviations or omissions will be had like not written.

l) **Cronogram of Execution**: In order to verify the run time of the offered works, the Offerer will have to present/display a detailed cronogram of the activities ofla Obrain agreement with the yield of the vehicles and the asked for plan of execution in the work procedure. The time will be evaluated in which the Offering esteem will take to him to realize the execution of the activities ofla Obrasupplied, fulfilling all the requirements demanded by La EDC.

m) **Quality of Works**: In order to verify the implanted system of quality, the Offerer will have to present/display: Policy of quality, system of quality (bases of the operating system, operational consistency, plan of execution, the procedures of control and securing of the quality, registries of quality, control of nonconformities and audits; the certifications of quality (desirable ISO 9001) and the references of the clients.

n) **Copy of the R.I.F of the company**: The copy must be signed and sealed by the legal representative of the company and to place in the same the text “Faithful Copy of the Original one”.

1. **Simple copy of the Certificate of Inscription in the effective R.N.C**. The copy must be signed and sealed by the legal representative of the company and to place in the same the text “Faithful Copy of the Original one”.

p) **Banking reference**: emitted by the Bank where the bottoms will be deposited and indicating the number and type of Account (without amount reference), direction and telephone of la Agencia Bancaria.

10.5 If the envelopes were given without closing,La EDCsome will not assume responsibility in case the supply is misled, misplaced or abierta prematurely.

10.6 In the preparation of the proposals, the Offerer will have to include in his prices all the taxes, rights and other positions that will be caused to this one by the execution of the Contract and to consider the stipulated conditions of payment in him.

1. **PERIOD OF VALIDITY OF** **LA OFERTA**

11.1 The supplies will remain valid by the period indicated inla **Sección I(Data sheet of the Procedure)**.

* 1. La EDCit will be able to ask for the Offerer to prorogue this period. The request and the answers will be made in writing. To the Offerer who accedes to the prorogation not it will allow him that it modifies his supply.

1. **MODIFICATION OF THE SHEET OF CONDITIONS**

12.1La EDCwill be able, by any cause and at any time before it overcomes the term for the presentation of supplies, to modify the Sheet of Conditions, or by own initiative or in attention to a clarifying one asked for by a possible Offerer and will be obligatory for all of them.

12.2 In any case,La EDCit will have the discretionary faculty to prorogue the term for the presentation of the supply.

1. **CLARIFYING OF MANIFESTATIONS OF WILL, DOCUMENTS OF QUALIFICATION AND SUPPLY**

In order to facilitate the qualification, examination, evaluation and comparison of the supply,La EDCwill be able to ask for the Offerer who clarifies aspects of his Manifestation of Will, Documents of Qualification and Supply. The clarifying corresponding answer and request will be made in writing.

1. **INFORMATION CONTAINED IN COMPACT DISCS**
   1. The EDC will be able to provide in electronic format (Compact disc) the information contained in the Sheet of Conditions, to referential aims and to facilitate the elaboration of the supplies.
   2. The EDC does not take responsibility by possible errors in the information provided through an electronic format, every time it is not official being responsibility of the Offerer to collate the information in contained electronic format in Compact disc with the official contained in physical documents, which will prevail in case of discrepancy.
2. **RIGHTS OF** **LA EDC**

15.1La EDCthe right is reserved, at the time of granting the awarding to increase or to diminish the amount of Works, indicated inla **Sección VIIEngineering specifications**, the diminutions could be of until a fifteen percent (15%) and the increases could be until of the fifteen percent (15%) percent of the games of their original supply. Nevertheless, this increase or diminution will not be able to introduce changes in the unitary prices nor in other terms and conditions of the supply and the Sheet of Conditions.

1. **NOTIFICATION OF** **LA ADJUDICACIÓN**

Before the expiration of the period of validity of the supply,La EDCit will notify in writing the Offerer benefitted from la Adjudicación

1. **COMPANY/SIGNATURE OF THE CONTRACT**

17.1 From the moment at which she receives the notification of Awarding, the selected Offerer will have eight (8) working days to subscribe the contract in the offices ofla Gerencia Funcionalof Legal Subjects ofla C. A.La Electricidadof Caracas, located inla Avenida Vollmer, Edf. La Electricidad of Caracas, floor 16, Urb. San Bernardino, the aims to subscribe the contract, the schedule between the 08:30 A.M. 11:30 A.M. and of 01:30 p.m. 04:00 p.m.

17.2 Prior to the company/signature of the Contract, the selected Offerer will have to provide the asked for Guarantees, in accordance with the conditions of the Contract. Additionally, he will present/displayla Solvencia Laboraleffective, in case this one will not have been presented/displayed like part of its supply.

17.3 The Offerer, will have to present/display the following stipulated Guarantees to come to the company/signature of the contract:

* **Guarantee of Faithful Fulfillment**: by an equal amount to the fifteen percent (15%) of the total amount of the contract, to guarantee the good, opportune and due execution of the Services. A.c.La Electricidadof Caracas will approve the amount proposed byLa Contratistaso that it comes to the procedure of this Guarantee. La Fianza of Faithful Fulfillment it will have to be effective at the beginning of the works. (**Model 8 ofla Sección VII**).
* **Guarantee of Advance payment**: by the one hundred percent (100%) of the amount of the asked for advance payment. (**Model 9 ofla Sección VII**).
* **Labor guarantee**: in favor ofLa EDCby an equal amount to the ten percent (10%) of the cost of manpower including in the structure of cost of the supply. La Fianza Laboral it will have to be effective from the beginning of the contract to 14 months after his completion, moment at which will be replaced by a Complementary Guarantee, by the same established amount forla Fianza Laboral, which it covers the period with 8 months following to the victory ofla Fianza Laboral.the amount ofla Fianzait can be reviewed and it will have to be covered byLa Contratistain case the personnel to his service it is increased over initially considered.
* **Guarantee of Good Quality:** in order to guarantee the good and due execution of the works, which will have to be presented/displayed at the time of the provisional acceptance of the work until by an equal amount to a ten percent (10%) of the price of the work and must be effective until after the definitive acceptance of the same.
* **Policy of General Civil Responsibility**: la Contratista it will have to present/display the policy of general civil responsibility, which must include civil responsibility crossed and damage to equipment and facilities related tola Obra, with a cover noninferior to Two hundred Fifteen Thousand Bolivars Strong (Bs.F. 215.000, 00). If the company already owns its policy of R.C.G., in this case it will review the cover and use of the same.
* **Policy of Personal Accidents**: la Contratista it will have to present/display the accident policy personal, this one must have like minimum a cover by death and dissability of Twelve Thousand Bolivars Strong (Versus. F. 12,000, 00) and for medical aid of Six Thousand Bolivars Strong (Versus. F. 6,000, 00) by each worker.
* **Policy of Civil Responsibility of Vehículos (R.C.V.):** according to the established thing inla Ley, including clause of private estates.
* **Policy of All Risk in Construction**.

17.4 These guarantees will have to be emitted by Societies of Guarantees of the National System of Guarantees Reciprocal or by Banking Organization or Insurance agency, properly enrolled inla Superintendencia Generalof Banks and other Financial Institutions, or inla Superintendenciaof Insurances, according to it is the case, to complete satisfaction ofLa EDC. Lause of these guarantees it will have to depend exclusively on the fulfillment of the obligation whose guarantee treats, thus, the policy or document of guarantee will not have to contain any clause or condition that makes depend its duration or use on the expiration of a term. They will not have either to contain documents or policies of guarantees any clause, condition or mention to thatla EntidadorLa Empresa, directly or indirectly, it can cancel the guarantee or make expire it before the Offerer has given exact fulfillment to the obligations whose guarantee constitutes the objective of the guarantee, or that attribute the competition to explain or to decide the doubts, controversies or litigations that can arise in relation to the guarantee or with the guaranteed obligations to people and organisms different from the Competent National Courts to know such subjects, according to the Laws of Venezuelans.

1. **CESSION OF CREDITS**

The beneficiary of the Awarding will be able to realize cessions of credits, in accordance with the arranged thing in article 18 of the Decree N° 4,998 of date twenty (20) of November of 2006. This cession will have previously to be notified and to be approved by La EDC**.**

1. **ADVANCE PAYMENT**
   1. The EDC will grant advance payment which will be proposed by the Offerer within the conditions established in Chapter III ofla Leyof Public Hirings.
   2. In all the cases, before receiving Anticipo, the Offering Awardee will have to present/display a Guarantee of Advance payment by the asked for amount, in accordance with the conditions settled down in the Contract.
2. **COMMITMENT OF SOCIAL RESPONSIBILITY**

20.1 For this procedure the Commitment of Social Responsibility consists of a contribution in money, destined to the aims established in article 6, numeral 19 ofla Leyof Public Hirings, that will be retained in each invoicing presented/displayed byla Contratista. Elamount to be retained will be according to the percentage that corresponds to the rank ofla Ofertaaccording to the indicated thing in the table ofla **Sección I(Data sheet of the Procedure)**.

The Offerer will have to present/display **Model 10 ofla Sección VI**, where they express his conformity to fulfill the demanded social contribution in this document by LA EDC.

The letter of undertaking of Social Responsibility, will be presented/displayed properly signed by the legal representative of the consulting company and indicating solely the percentage asked for by the EDC (not to indicate the amount of the contribution).

20.2 In case of partial awarding the amount to contribute by this concept will be fit to the amount of the hiring.

1. **OTHER SPECIAL CONDITIONS OF THIS PROCEDURE**
   1. La Contratista it will have to present/display before the company/signature of the Contract, for his approval on the part ofLa EDC, the “Policy and Program of Security and Health in the Work” ofla Empresain compliance with the established thing inla Carta Oferta, of not fulfilling this requirement will be understood like dropping of the claim of the beneficiary, which will constitute sufficient cause so that it is considered that the Offering Awardee has not signed the Contract, operates the decay ofla Adjudicaciónand it is come to the execution fromla Garantía Maintenance fromla Oferta, reserving to the contracting being the right to adjudge to the second or third option.
   2. La Contratista it will have to present/display before the company/signature of the Contract, for his approval on the part ofla EDC, curricular synthesis of proposed the professional and technical personnel for the execution of the work.
   3. La Contratistait will have to assume the costs by those events, nonimputable to no of the parts that paralyze the execution of the work whose occurrence is once per month calendar being this one quantifiable until by a labor day.
   4. to get to take place a paralyzation in the contracted services, derived by the relation worker-employer's association they will have to be assumed byLa Contratista, being at any moment free of all responsibility La EDC.
   5. La EDCthe right is reserved to order the nonexecution or reduction of reach of an adjudged game, without right to payment or indemnification a La Contratista.
   6. During the execution of the servicesLa Contratista, it will have to fulfill a series of measures and hygiene that are described next:

### To have the packages water far from the work sites, to avoid the contamination, always maintaining the closed water containers, also, will have to make use of disposable glasses and not to use glass packages.

* + La Contratistait will have to provide portable baths, agreed to the amount of workers who toiled in the work areas, considering always his to regulate maintenance.
  + La Contratistait must have an area of rest, dining rooms and clothes to his personnel.
  1. La Contratistait will have to provide like minimum the personnel who indicates itself in the calculations of manpower suggested within the Engineering specifications. Also, it will have to contemplate in his structure of cost, the following additional personnel, who will realize supervision workings and will serve as connection with the representatives ofLa EDC: (1) a representative designated by the Contratista company that will act in its name for any administrative proceeding, (1) a resident Engineer in charge of the supervision of the execution of the activities and supervisors of field for the different work areas.
     1. The personnel must tell on experience provable and guaranteed by personnel ofLa EDCand with respect attitude all the labor indications, suggestions and/or obligations, hygiene, cleaning, order and security.
  2. The consumable materials, spare parts and necessary to operate and to maintain the machineries, vehicles and equipment ofLa Contratista, will be assumed by the same.
  3. La Contratistait must have transport to mobilization of the populace, according tola Legislacióneffective.
  4. La Contratistathat they require to use the subcontract figure they will have to present/display in writingLa EDCbefore an authorization request indicating the names of the companies with those who they have thought to celebrate the subcontract, as well as the model of the subcontract. Following the conditions of the service,LA EDCit will authorize sub-contracting.
  5. La Contratistait will have to present/display for the starting (beginning of the work):
     1. **Listing of the personnel ofLa Contratista**: (Ready of the personnel that will conform the groups) who contain: Last name and Name, C.I., Position or Occupation, Direction of address and Telephone of contact, Date of Enter the company contractor, assigned work area, certifications**.** The personnel listing will have to be given with 15 days of anticipation tola Coordinaciónof Physical Security of La EDC.
     2. **Lists of the Certainties of Knowledge of Risks in the Work:** To give tola Unidad Contratantecopy of the Lists of the Certainties of Knowledge of Risks in the work, signed and with digital track of the workers.
     3. **Listing of all the vehicles, machineries and equipment of hoisting** that were used during the execution of the service. To indicate: type, marks, model, number of plate, use and certifications.
     4. La Contratista it will have to give the formats required and indicated in the engineering specifications.
     5. It must realize the update of the Program of Security, Hygiene and Atmosphere (PROGRAM OF SECURITY AND HEALTH IN the WORK), according to the decided thing in the contract.
     6. La Empresa Contratista it must fulfill the established thing inla LOPCYMAT, Art. 73, on Declaration of the occupational disease and industrial accidents and fulfill the norm 474 COBENIN REGISTRY, CLASSIFICATION AND STATISTICS OF WORK INJURIES; it must present/display the model of report of accidents and incidents to be used.
     7. La Empresa Contratista it will have to fulfillla Informaciónasked for in Annex 1 “DOCUMENTS OF MANAGEMENT S.H.A. OF COMPANIES CONTRATISTAS-GENERACION.”
     8. La Unidad Contratante it will realize an inspection of STARTING at the beginning of the service to validate the condition of the EPP, EPC, TEAMS, TOOLS, VEHICLES AND PERSONNEL OF the GROUPS of la Empresa Contratista.
     9. La Empresa Contratista within his structure of organization (SHAH), it must have supervisors of formation and verified experience, in Security, Hygiene and Atmosphere.
     10. The profile of the worker who is going to hold the position of supervisor of SHAH ofLa Contratista, will have to be framed, at least, within the criteria established byLA EDC, which indicate in the documentation **Annex 1** of this Sheet.
     11. The worker whom he postulatesLa Contratistato hold the position of Supervisor of SHAH in his company, will have to be interviewed previously byla Coordinaciónof Integral Security ofLa EDCand before his hiring.
     12. The amount of Supervisors SHAH in field, during the execution of the service will have a proportion of (1) a Supervisor SHAH by each 25 workers. Additionally it must have (1) a Coordinating SHAH, who coordinated to the Supervisors SHAH in fields. La Empresa Contratista it will have to provide to the telephones contact, electronic mail.
     13. The Contracting unit will solicit to the Contratista company for those works that therefore require a procedure of written work, in which the steps have settled down to follow, the involved personnel, the equipment and tools necessary to be used, the associated risks, the measures of prevention and control, as well as, the actions of attention in case of happening a emergencia.
     14. La Unidad Contratanteit will make delivery of a CD, **Annex 1** east sheet, where one indicates Program of SHAH and UNDER and Norms SHAH ofLA EDC, who the Contractor must fulfill to cabalidad:

1. **Norm 109.** **“**Norm that regulates to the Companies Contractors in the matter of Security, Hygiene and Atmosphere”,
2. **Guide of the System of Management of SHAH and UNDER Contractor** (Guide of reference on the content of a program of SHAH and UNDER)
3. **Information on the Research laboratory of EPP and EPC;**
4. **Norm 90**. “Norms that regulate the attention of Wreck/Labor Accident, Contractor and Third party with responsibility.”
5. **Elements of the program of Security, Hygiene and Atmosphere and Occupational Health** Lineamientos for the Companies Contractor of Generation;
6. **It guides stopsla Elaboraciónof the Procedure** of Work. Lineamientos for the Companies Contractors of Generation.
7. **Specifications of Security**, Hygiene and Atmosphere. Lineamientos for the Companies Contractors of Generation.
8. **Documents of Management S.H.A**.: Lineamientos for the Companies Contractors of Generation.
9. **Profile of** Demanded **Minimum Competitions**. Position: Supervisor of Security, Hygiene and Atmosphere (SHAH). Lineamientos for the Companies Contractors of Generation.
10. Coordinating **flow chart** to Acceptance Supervisor SHAH. Lineamientos for the Companies Contractors of Generation.
    * 1. La EDCit would realize Inspection and Audit of SHAH and UNDER the company contractor to guard by the 109 fulfillmentla Normaof and the fulfillment of those of the program of SHAH and UNDER.
      2. La EDCit will monthly ask for the report of the sinisterness during the execution of the work, according to norm COBENIN 474-Generation.

**SECTION III**

FORMS OFLA OFERTA(MODELS)

MODEL 1

FORM OF MANIFESTATION OF WILL

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Direct hiring no. CD/IP/0609/823

GENTLEMEN:

A.c.La Electricidadof Caracas.

After to have examined the conditions of the contract and the specifications, including circular Us. (To insert the numbers, if she corresponds) \_\_\_\_\_\_\_ of which we hereby confirmed receipt, and we indicated our conformity with the same, I (we) \_ (complete Identification of the representative of the Offerer) \_\_\_\_\_, acting in name and representation of \_\_\_ (complete Identification of the Oferente company) \_\_\_\_\_\_\_\_\_\_\_\_\_, indicated our will to participate in the Open Contest Nº \_\_\_\_\_\_\_\_\_\_, that intends \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

For this Open Contest we are not contributor as Offerers in more than a supply.

We will receive all the correspondence related to this Contest Abierto in:

Address: (Direction of correspondence of the company/signature, city and country)

Fax Not: (Number of Fax)

Telephone: (Telephone number)

Electronic mail: (direction of electronic mail)

We guarantee that all the presented/displayed and asked for information is true and exact, and authorized toLa EDCinvestigating by any means the certainty and exactitude of the same.

Condition of the Offerer:

Finally, we declared that the Offerer is (several Can indicate themselves):

\_\_\_ SME

\_\_\_\_\_Cooperativa that IF it counts on nonAssociate Personnel.

\_\_\_\_\_Cooperativa that does not count on nonAssociate Personnel.

\_\_\_ Formed Communitarian Organization with Local Initiative.

We declare that we accepted the conditions established in the Sheet of Conditions.

(Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company/signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Character of the representative) \_\_

**MODEL 2**

**DOCUMENT CONSORCIAL**

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Identification and data of registry of the company), represented by (identification of the representative of the company), properly authorized by (in the case of being a proxy to mention all the data of the power and their legalization; if one is a civil servant of the company to indicate the data complete of the instrument authorizes that it to exert the representation of the company: Resolution of Board of directors; Social statutes, etc.); and \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (To repeat the process of previous identification for each one of the consorciadas, associated or allied companies), has been agreed upon constituting, as indeed by this document it is constituted, a temporary grouping under the partnership regime, which is in force by the following clauses:

FIRST: For the identification effects the Partnership now constituted will denominate Partnership \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Partnership) (denominated the Partnership In the future). The Partnership will maintain its offices in \_\_\_ or any other place ofla República Bolivarianaof Venezuela when therefore \_\_\_\_\_\_\_\_\_\_ is demanded for the best unfolding of the contract, resultant of Open Contest no. \_\_ (I NUMBER OPEN CONTEST) \_\_, (in the futureLa Obra), in case of being favored withla Adjudicaciónin this carried out procedure by a.c.La Electricidadof Caracas. (In the futureLa EDC).

SECOND: The parts before mentioned form an association of companies under the regime of Partnership for the elaboration common of the supply and in case of awarding, the joint execution ofLa Obrastops La EDC.

THIRD: The responsibility of the integral companies of the Partnership againstLa EDCand third parties, as regards the indicated Work, will be shared in common and limitless. This shared in common and limitless, correlative responsibility to the object of the Partnership, talks about the execution ofla Obra, to the fulfillment of the conditions of the contract, to the supervisory responsibility, its relations against third parties and the other legal and contractual obligations derived from the mentioned contract.

FOURTH: This partnership will continue effective until the total execution ofla Obrafor which it settles down and it will not finalize until it has not taken place the definitive liquidation of all accounts, differences and litigations, as much withLa EDCas with third people, if it will be the case and that they have direct or indirect relation with the Contract or the supplements of the same.

VILLA: The Partnership will be able to alter neither to modify its constitution, nor composition, without previous and it express authorization ofLa EDC. FrenteaLa EDC, the parts will continue being shared in common and limitlessly responsible, after even overcome the lapse of use of this contract, by all those obligations that could have been pending and have relation with the intention of the Partnership.

SIXTH: This Partnership constitutes a contract of irretractable character, not being able to be not known or to be dissolved by anyone of the companies consorciadas, during the term anticipated in the clause FOURTH.

SEVENTH: Company \_\_\_\_\_\_\_\_\_\_\_\_ (Name of the company that represented the Partnership), as its Leader of the Partnership, will assume the representation of the Partnership before all the authorities or representatives ofLa EDC, and generally, before all the authorities or representatives ofla República Bolivarianaof Venezuela, for the effects ofla Obraadjudged, before identified. This representation will exert Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (To identify the representative of the partnership), which will have total faculties of disposition and administration on the activities, rights and interests of the partnership generally and especially the derivatives direct or indirectly of the contract before identified.

They become \_\_\_\_\_\_\_\_\_\_\_ exemplary of a same tenor and to a single effect, in the city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-.

Note: This document must be signed and be authenticated before Notary's office.

**MODEL 3**

**FORM OF SWORN DECLARATION TO BE RELIABLE WITH THE VENEZUELAN INSTITUTE OF THE SOCIAL INSURANCES**

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Direct hiring no. CD/IP/0609/823

Gentlemen:

A.c.La Electricidadof Caracas.

Dear Sirs:

I (we) \_ (complete Identification of the representative of the Offerer) \_\_\_\_\_, acting in name and representation of \_\_\_ (complete Identification of the Oferente company) \_\_\_\_\_\_\_\_\_\_\_\_\_, declared under oath faith:

That represented my \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is registered in the Venezuelan Institute of Seguros Sociales (IVSS) with the N/o de Patrono. (In case it has not been registered to replace this paragraph by the indication of which the explanation has not been registered and of so that it is not counted on this registry).

That for the date established for the act of opening of contentivos envelopes of Manifestations of Will (On A), represented my, the company \_\_\_ (complete Identification of the Oferente company) \_\_\_\_\_\_\_\_\_\_\_\_\_, NOTHING consequently OWES to the Venezuelan Institute of Seguros Sociales (IVSS) and THIS SOLVENT in the fulfillment of its obligations with this Institute by:

(It marks with an X the option that corresponds)

* + 1. To have cancelled all the obligations generated and indispensable for this date \_\_\_
    2. Not to be contributor not to have any worker \_\_\_
    3. Not to be contributor not to have operations in Venezuela \_\_\_

Also we authorized widely to a.c.La Electricidadof Caracas (La EDC) or to those who this one designates, to verify the data contained here by the means that they consider advisable, that it includes, but it is not limited telephone calls, fax, interviews, revision and audit of documents, books and archives in our offices, to require the demonstration to us in a fixed term of the information, among others.

We declare that we accepted the conditions established in the Sheet of conditions

(Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company/signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Character of the representative). \_

**MODEL 4**

**LETTER SUPPLIES**

Caracas, of of 2009

Gentlemen:

La Electricidad of Caracas.

-

**Subject:** **Presentation of technical and economic supplies**

**(Name of the company/signature or Association)**

Subscribed (**name of the legal representative or authorized person to sign**) identified with (identity card**/document of identification that applies**), no. **(document number**) sent (a) in **(expedition place**) acting in name and representation of (**trade name of the company/signature or partnership),** residing in **(city and country of address of the company/signature),** in my quality of **(representing legal or type of representation)** and properly authorized and legally authorized according to consists in **(legal document of authorization**), I within the framework present/display required the technical and economic supply for the process of selection of supplies of (identifying type and number of procedure)

The subscribed one declares that:

1. We have examined the Sheet carefully and we do not have reserves to the same, including Circular Us.: **(to relate indicating them its number and date**); that we understand its reaches and meaning, that we do not have reserve exceeds they, and who have been considered to prepare the supplies technical and economic.
2. In accordance with the Sheet of Conditions and according to the plan of work, we commit ourselves to execute Works asked for in the indicated times.
3. The total price of our supply is by a total amount of Bolivars/Strong Bolivars: (to indicate in letters and numbers) \_\_\_\_\_\_\_\_\_\_\_. (*In case of supplies by lots or headings the amount of the supply by each lot or heading will have to be indicated).*
4. Our supply will stay effective by the period demanded in the Sheet of Conditions. This supply forces to us and could at any time be accepted during this period;
5. Our participation in this process is free and voluntary.
6. In case of being accepted our supply, we accepted that the Sheet of Conditions, circular to these and the supply, will be part integral of the Contract that subscribes with La EDC.
7. We understand thatLa EDCit is not forced to accept the supply evaluated like lowest nor no other of the supplies that receive.

Also we declared under oath faith that:

1. We tell on the manpower described (titles, accreditations and certifications) with experience chords the best ones you practice and uses of the industry, according to the requirements realized by the contracting being in its engineering specifications, also we counted on the necessary equipment, tools and vehicles for the benefit of the supplied service and that the same are in perfect state of maintenance and operativity, jeopardizing to maintain them to us in the same conditions during the execution of the contract, also we commit ourselves to repair them or to replace them of immediate way if it will happen some flaw or it fails in the course of the benefit of the services, in case of being beneficiary of la Adjudicación.
2. In case of being favored with the awarding, we commit ourselves to present/display for the company/signature of the contract, the “Policy and Program of Security and Health in Work ofla Empresa” in compliance with the established thing inla Ley Orgánicaof Prevention, Conditions and Environment of Trabajo (LOPCYMAT),la Norma Covenin2260 “Elaboration of Programs of Programs of Security” and the First draft Practical standards Forla Elaboraciónde Programas de Seguridad and Salud in the Work of the National Institute of Prevention, Health and Seguridad Laborales (INPSASEL), in which the aspects related to the accident prevention, attention of injuries and occupational diseases are contemplated, notification and knowledge of risks based on the activities to develop and the use and maintenance of the Personal Protective equipment.

Also, in case of being favored with the awarding, I authorize of way it express both and irrevocableLa EDCto so that they are practiced, within (2) years following upon presentment of the supplies, the document examinations, inspection or audit to verify the veracity of the provided data.

(Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company/signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Character of the representative) \_

**MODEL 5**

**BUDGET**

Caracas, of of 2009

Gentlemen:

La Electricidad of Caracas

-

**N° LEAF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Ref \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WORK:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **DESCRIPTION** | **UND** | **AMOUNT** | **UNITARY PRICE** | **TOTAL PRICE** |
|  |  |  |  | **SUBTOTAL** |  |
|  | | | | **% IVA** |  |
| **TOTAL** |  |

(Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company/signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Character of the representative) \_

**MODEL 6**

# INVESTMENT CRONOGRAM

|  |  |  |
| --- | --- | --- |
| MONTH | **AMOUNT MONTH** | **ACCUMULATED AMOUNT** |
| 01 |  |  |
| 02 |  |  |
| 03 |  |  |
| 04 |  |  |
| 05 |  |  |
| 06 |  |  |
| 07 |  |  |
| 08 |  |  |
| 09 |  |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |
| TOTAL |  |

MODEL 7

FORM OF DECLARATION OF EXCEPTIONS

PROCESS OF HIRING Nº CD/IP/0609/823 DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gentlemen

La Electricidad of Caracas.

Dear Sirs:

After to have examined the rules, requirements, conditions, specifications and the rest of the content of the Sheet, including clarifying Us. (To insert the numbers, if it corresponds) and modifications Us. (To insert the numbers, if it corresponds), of which we hereby confirmed receipt, and we indicated our conformity with the same, I (we) (complete Identification of the representative of the Offerer), acting in name and representation of (complete Identification of the Oferente company) we declared that our supply fulfills totally such rules, requirements, conditions, specifications and the rest of the content of the Sheet, safe with regards the following aspects:

(To describe it in detail express and in one or more lines or pages, according to is necessary **All the** omissions, deviations or disagreements of the supply with the sheet. In case omissions do not exist, deviations or disagreements indicate “DO NOT EXIST OMISSIONS, DEVIATIONS NOR DISAGREEMENTS”).

We understand and we accepted that according to the arranged thing in the Sheet:

1. In this declaration they are all the differences or exceptions with respect to the specifications.
2. The deviations or omissions (technical or of any other type) that our supply has with respect to the stipulated thing in the Sheet, must specifically be indicated in this form, reserving themselvesLa EDCthe right to accept the deviation or to reject the supply.
3. In no case specifically I will be able to do merit deviations or omissions nonindicated in this form, although the same can be deduced or be inferred or specifically are indicated in other parts of the supply, in which case the mention to the deviations or omissions will be had like not written.
4. In the cases in that it is required that in the supply the prices by games are detailed, the games established in the Sheet that do not include in the budget, structure of costs or details of the price, or are included with amounts, descriptions or units of measurement different from the required ones, that they will not be indicated like deviation in this form, will consider errors that will be corrected adding the games or omitted or divergent amounts, without additional cost in the supply. In such casesLa EDCit will solicit to us that we confirm the correction and in case we do not confirm it, our supply will be rejected.

(Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company/signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Character of the representative) \_

**SECTION IV**

**CONTRACT MODEL**

**SECTION V**

**SPECIAL CONDITIONS OF THE CONTRACT**

The following conditions complement, detail or modify the established thing in the Contract Model. In case of discrepancy the content of these Special Conditions of the Contract will prevail on the Contract Model.

**1.** **MODE OF PAYMENT**

* 1. The EDC will realize the approval of the presented/displayed invoices and the information of control or estimates realized, according to the landmarks of payment established by the Offerer and discussed and approved with La EDC.
  2. The payment will be realized in **Strong Bolivars (Versus.** **F.) for all the amounts referred to the national component and American Dollars (U.S. $) to all the referred one to the foreign component**, within **forty and five (45) days** continuous counted from the presentation and conformation of the original invoices to name of:

**A.C. THE ELECTRICITY OF CARACAS**

**R.I.F.:** **J-00021243-0**

**Fiscal direction:** **Av. Vollmer between Av. Caracas and Av. Tree-lined avenue, Edif.** **Enterprise center of Caracas, Level AP3.** **Urb.** **San Bernardino.**

**Caracas, Venezuela.**

**2.** **CONSIDERATION OF ALL THE COSTS IN THE PRICE**

* 1. La Contratistait accepts specifically that in the determination of the prices all the conditions and circumstances regarding the contracted Works have been taken into account and that the same includes costs and expenses, as well as the margins of gains, reason why will not have right to claim some againstLa EDCin regard to variations of prices inla Oferta, except the modifications that could affect the supply, because of increases in the costs produced directly by Laws, Decrees and Regulations of the National Executive who affect the wage directly (or other aspects of this sheet in which variation of prices is accepted) and that is approved in date subsequent to the one of presentation of their supply in the procedure of selection of contractor whom it gave origin to the present contract.
  2. Adjustments of prices in the component supplied in Strong Bolivars will only be clear which will be realized by means of the application of Escalatoria Formula decided between the parts.

**SECTION I SAW**

**FORMS OF CONTRACTUAL GUARANTEES**

MODEL 8

GUARANTEE OF FAITHFUL FULFILLMENT

CONTRACT N º

STRENGTHENED SUM Bs.F:

**USE OF THE CONTRACT:**

**FROM:** \_\_\_\_de\_\_\_\_de\_\_\_

**EVEN:** el\_\_\_\_\_de\_\_\_\_de\_\_\_

I, \_\_\_\_\_, Venezuelan, of legal age, domiciled in \_\_\_\_\_\_\_, to title ofla Cédulaof N° Identity \_\_\_\_\_\_\_\_, coming in my character from \_\_\_\_\_\_\_, ofla Sociedad Mercantil\_\_\_\_\_\_\_\_\_\_\_, domiciled in \_\_\_\_\_\_\_\_, registered by before the Mercantile Registry ofla Circunscripción Judicialof \_\_\_\_\_, in date \_\_\_\_\_\_, under the N° \_\_\_\_\_\_, Volume \_\_\_, representation mine who consists in \_\_\_\_\_\_\_, sufficiently authorized for this act by \_\_\_\_\_\_, that in the future and for the effects of the present denominated document**la compañia**, character mine that consists of instrument to be able authenticated inla Notaría, under the Nº, Volume, of Books of Authentications taken by that Notary's office of date, approved the granting of this guarantee in Nº session ofla Junta Directivaof date, and according to the General Conditions for Contracts of Guarantees printed in the second leaf of the body of this Contract and whose identical text is authenticated by beforela Notaría, in date, under the Nº. Volume of Books of respective Authentications that occur here by reproduced, and except for the established thing in the Special Conditions of the present document I declare: I constitute represented in shared in common bondsman and main payer of (NATURAL OR LEGAL PERSON, according to is the case) until by the amount of STRONG BOLIVARS (AMOUNT IN LETTERS) (Bs.F\_\_\_\_\_\_) properly registered by before the Registry \_\_, under the Nº \_\_, Volume XX, of date XX, modified its statutes, being its last reform in date XX, registered in Registry XX, under Nº XX, Volume XX, in ahead denominated the **STRENGTHENED one**, until by the amount of STRONG BOLIVARS (AMOUNT IN LETTERS) (Bs.F\_\_\_\_\_\_\_\_\_\_\_ AMOUNT IN NUMBERS) to guarantee to a.c.La Electricidadof Caracas, denominated **“the CREDITOR** in the future**”**, the **faithful, exact and opportune fulfillment on the part of the STRENGTHENED one** of each and every one of the obligations that are to their position and in favor of “the **CREDITOR**”, according to N° Contract///, celebrating between both for \_\_\_\_\_\_\_\_\_\_ (to identify the contract), of the Process of contest abierto\_\_\_, for “\_\_\_\_\_\_\_\_\_\_. The present guarantee will enter use from and will remain in use until the definitive reception takes place or this is considered realized in agreement with the mentioned Contract. Passed (1) a year fromla Recepción Definitivawithout they will have begun the corresponding demand by before the competent courts, they will expire all the rights and action againstLA COMPAÑÍA.“LA COMPAÑÍA” resigns specifically to the benefits decided in Articles 1,833, 1834 and 1,836 of the Civil Code. The present guarantee will be effective until objectla Recepción Definitivaof the Contract takes place of Works. The city of Caracas pays attention like special address, to the jurisdiction of whose Courts they declare the parts to be put under, excluding any other.

(La Fianzait must be Notarized)

**MODEL 9**

**ADVANCE PAYMENT GUARANTEE**

CONTRACT OF GUARANTEE OF ADVANCE PAYMENT no. \_\_\_\_\_\_\_\_

STRENGTHENED SUM: Bs.F\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USE: From the date of the delivery of the advance payment.

Until the total restoration of Anticipo.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Venezuelan (a), of legal age, (been civil), (profession), to title of the identity card no. \_\_\_\_\_\_\_\_, domiciled (a) in \_\_\_\_\_\_\_\_\_\_\_\_en my character de\_\_\_\_\_\_\_\_\_\_\_\_ of (insuring company), in ahead denominatedLA FIADORA, the properly authorized thing byla Junta Directivade\_\_\_\_\_\_\_\_\_\_\_ in their session of \_\_\_\_\_ of fecha\_\_\_ of \_\_\_\_. I declare: I constitute represented in shared in common bondsman and main payer, in future denominatedLA AFIANZADA, until by the amount of \_\_\_\_\_\_\_\_\_, (to indicate type of currency \_\_\_\_\_\_\_), to guarantee to a.c.La Electricidadof Caracas (registry data) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ denominated in the futureLA ACREEDORA, the total restoration of the advance payment that by the amount already mentioned will doLA AFIANZADA, according to the contract for “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” of date \_\_\_ of \_\_\_\_\_\_ of 200\_. The present guarantee will begin to prevail as of the date in whichLA AFIANZADA, it receives the alluded to advance payment and it will remain in use until its total restoration by means of the deductions of the percentage of amortization has taken place established in the contract, that must carry out “the CREDITOR” of each invoice paid to “the STRENGTHENED one”. The amount of this guarantee will be reduced progressively in the same measurement in which it will go amortizing to the advance payment and in no case that strengthened amount could be inferior to the part nonamortized of the advance payment according to the regime of amortization established in the contract.

LA FIADORAit resigns to all the benefits that decide articles to him 1833, 1834 and 1836 of the Venezuelan Civil Code.

For the fulfillment of the obligations established in this document it is chosen like special addressla Ciudadof Caracas, Capital District, tola Jurisdicciónof whose Courts the parts declare to be put under.

|  |  |  |
| --- | --- | --- |
| “THE STRENGTHENED ONE |  | “THE BONDSMAN” |
| **(THE CONTRACTOR)** |  | **(LA ASEGURADORA)** |

**Note:** **The contract of the guarantee will have to fix like special address the city of Caracas.**

**MODEL 10**

**COMMITMENT OF SOCIAL RESPONSIBILITY**

Who subscribes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting like legal representative of the company (cooperative, association or partnership) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, participant in the process of Direct Hiring N° \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, abierto by the EDC for the execution of: “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, in the name of represented my I constitute and I formalize the Commitment of Social Responsibility, according to the instructions, directions and terms established by the EDC in the sheet of the Contest arrive identified.

In this sense, by means of this document I force represented to give in condition of Commitment of Social Responsibility Aporte in Money equivalent to the *percentage that corresponds to the rank ofla Ofertaaccording to the indicated thing in the table ofla Sección I(Data sheet of the Procedure)* (X%) of the Amount ofla Oferta Básicadefined in our Letter Supply, the opportunities and by the amounts established in the mentioned Particular Conditions of the present Contest.

It is also understood that this Commitment will be without effect some**~~,~~** if represented my beneficiary with fromla Buena Prothe present process is not.

In Caracas, to \_\_\_ days of the month of \_\_\_\_\_\_\_\_\_\_\_\_ of two thousands eight.

By: *(Consultora Company, Association or Participant Partnership)*

**LEGAL REPRESENTATIVE**

*(Full name*

*\_\_\_\_\_\_\_\_\_)*

**SECTION VII**

ENGINEERING SPECIFICATIONS