
 Austin Powder Argentina S.A. Petrochemical Division	<b>N2O ABATEMENT - TECHNOLOGY SUPPLY</b>			<b>NACAG-POT- RQT-003</b>
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## **CALL FOR TENDER**

# **For the Supply of Tertiary Nitrous Oxide (N2O) Abatement Technology at the Nitric Acid Production Plant of Austin Powder Argentina S.A.**

March 27<sup>th</sup> , 2025

 Austin Powder Argentina S.A. Petrochemical Division	<b>N2O ABATEMENT - TECHNOLOGY SUPPLY</b>			<b>NACAG-POT- RQT-003</b>
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**Control Change**

Document Review 4

**Addressed to:  
Interested suppliers**

**REFERENCE** International open tender, Austin Powder S.A. \_ Petrochemical Division.

**SUBJECT:** Bid Specifications – Call for Tender, with the aim of contracting the supply of tertiary nitrous oxide abatement technology (N2O).

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Argentina S.A.  
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## 1. Section 1. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 1. INTRODUCTION

In the context of the Nitric Acid Climate Action Group (“NACAG”) initiative, the company Austin Powder Argentina S.A. – Petrochemical Division (hereinafter APASA) is issuing this internationally open tender, which aims to contract the supply of **TERTIARY Nitrous Oxide (N2O)** abatement technology for its nitric acid production plant located in the Petrochemical Complex. Austin Powder Argentina S.A. Ruta Nacional 16 km 653.5, El Galpón, PC 4444, Salta, Argentina.

This document and the accompanying annexes contain the relevant information for suppliers of tertiary Nitrous Oxide (N2O) abatement technology who are interested in participating in this tender, which aims to contract the totality of goods, equipment, and services required by APASA.

The purpose of this tender is to select the supplier for the equipment and services listed in **section 2.2.1-Technical specifications-Requirement for goods and services.**

This document and the accompanying annexes constitute the conditions that bidders must follow in preparing their offers for comparison, evaluation, and subsequent award or declaration of no award. It also defines the parameters, guidelines, and information that are mandatory for bidders participating in this procurement process.


The bidder must familiarize themselves with the documents that make up these Bid Specifications and must strictly comply with the requirements and terms indicated therein. For the reasons stated above, it is recommended that applicants wishing to participate in this International Open Tender carefully read the Specifications and follow the instructions set forth herein.

The interested party must thoroughly read this Bid Specifications and their annexes, as full knowledge of their content is required to participate in the process.

#### 2. DEFINITIONS AND ABBREVIATIONS

For the purposes of the technical documents that are part of this tender, the following terms will be used:

- Award: It is the final decision of APASA, issued through an administrative act, which determines the awardee of this Procurement Process.
- Strategic Allies: Third parties or companies from which the bidder will acquire, purchase, or subcontract products or services necessary for the proper execution of the contract
- Annex: It is the set of documents attached to this Bid Specification and which form an integral part thereof.
- Goods and Services: Supply of tertiary nitrous oxide (N2O) abatement technology at the nitric acid production plant of APASA, Argentina. The technical specifications are found in **Section 2.2.1 “Technical Specifications - Requirements for Goods and Services.”**
- Contract/s: agreement of wills that creates rights and obligations arising from this tender.
- Convener: Austin Powder Argentina S.A.
- Call for Tender: the present terms establish the requirements and conditions for participation in the hiring procedure.
- Tender/Bidding: participation of bidders in this hiring procedure.
- Bidder/Proponent(s): the natural or legal person(s) participating in this hiring procedure and submitting proposals.

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- Awarded Bidder(s)/Proponent(s): The bidder who is selected as the winner and awarded this tender.
- E-mail address: It corresponds to the address that the convener APASA will use to receive the documents and forms related to this tender, which is described below.  
[licitacion.abatimiento@austinpowder.com](mailto:licitacion.abatimiento@austinpowder.com)
- Contractor: It is the bidder who is awarded and signs the contract subject to this hiring procedure. This will be the company selected through the tender to supply the goods and services described in **section 2.2. 1 - Technical specifications-Requirement for goods and services.**
- Website: It is the exclusive website of APASA, where this document and all the information that suppliers need to participate in the tender will be published, which corresponds to:  
<https://austinpowder.com/argentina/home/> y <https://www.linkedin.com/company/austin-powder-argentina>.
- OEM: Original Equipment Manufacturer (OEM)
- Plant: Nitric acid plant located at Planta El Juramento – Petrochemical Complex Austin Powder Argentina S.A. Ruta Nacional 16 km 653.5, EL Galpón, PC:4444, Salta. Argentina.
- Bid Specifications: It is the set of rules and guidelines that govern this selection process and the conditions of the future Contract.
- Proposal /Offer: It is a formal proposal made by a person or entity that provides details about the goods and services they are willing to sell, along with the terms and conditions of such sale. The offer also contains all relevant administrative, legal, technical, and economic information.
- Most favorable offer: the most favorable offer will be the one that, taking into account the technical and economic selection factors and their precise and detailed weighting contained in the specifications or their equivalents, proves to be the most advantageous for APASA.

### 3. Type and Purpose of the Tender

- 1.1 This procurement procedure will consist of an “International Open Tender” and will aim to contract goods and services.
- 1.2 The awarded bidder must deliver and provide the goods and services to the complete satisfaction of the contracting party, on the date established in the contract.
- 1.3 This tender will be conducted in accordance with the principles and provisions of APASA's private procurement regulations.
- 1.4 The tender will be conducted on a “turnkey” basis, so bidders must submit their proposals considering all necessary activities - including construction work, engineering, transportation, and any other required tasks at the plant - to put the equipment and/or technologies of the goods and services into operation.  
To this effect the contractor must deliver the goods and services ready and to the complete satisfaction of the convener for their optimal and complete operation.

### 4. GENERAL CONDITIONS

- APASA issues this Bid specification for the international open tender for the acquisition of goods and services specified in Section 2.2.1 - **Technical specifications-Requirement for goods and services.**
- It is suggested that bidders who wish to participate in this selections process read carefully this Bid Specifications and comply with the subsequent requirements:


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- 1.1. Thoroughly examine the content of the Bid Specifications, the documents that are part of it, its formats, and annexes; as they are an integral part of this process and it is the sole responsibility of the interested parties to be aware of their content.
- 1.2. Verify that you are not subject to any disqualifications, incompatibilities, or conflicts of interest for entering into contracts with APASA as stipulated in this document.
- 1.3. Ensure that you meet the conditions and requirements specified herein and provide all the information required in this document within the time lines defined in the process schedule.
- 1.4. Review the annexes and fully complete the forms contained in this document.
- 1.5. Take into account the addenda through which the Bid Specifications may be modified.
- 1.6. Bear in mind the date and time scheduled for the closing of this process; under no circumstances will proposals submitted after the time set in the process schedule be accepted
- 1.7. The response to this tender may be submitted in either Spanish or English.
- 1.8. The costs and expenses incurred by interested BIDDERS in connection with the analysis of the process documents, the submission of observations, the on-site visit to the plant (accommodation, transportation, meals, etc.), the preparation and submission of the bid, and any other cost or expense related to their participation in this selection process, will be the sole responsibility of each of the interested parties and bidders. APASA will not recognize these expenses under any circumstances.

## 5. TENDER SCHEDULE

The milestones of this tender will be carried out according to the following schedule.

N°	Milestone	Date
1	Publication of the call for tenders on the website	13/03/2025
2	Site visit for the execution of works: tertiary N2O mitigation equipment.	17 & 18/03/2025 (From 8:00 AM to 4:00 PM, Argentina time)
3	Deadline for submitting questions or observations from bidders.	25/03/2025
4	Deadline to answer back questions or observations.	26/03/2025
5	Last day to publish amendments to the tender documents on the website.	27/03/2025
6	Last day for bidders to submit their proposals.	15/04/2025 (Until 09:00 AM Argentina time)
7	Publication of the Receipt and Opening of Proposals Minutes	15/04/2025
8	Period for Proposal Evaluation by the Procuring Entity	06/05/2025
9	Period for External Audit	20/06/2025
10	Adjudication ceremony	7 calendar days after the period for external audit
11	Execution of the Agreement	7 calendar days after the publication of the award decision

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For the different milestones, the reception time will be considered as the time of sending the respective email, in its equivalent to Argentina time, UTC-3.

The milestones in this bidding will be performed electronically, by means of the tools and resources mentioned in this document. In the second round of questions, only clarifications regarding the answers provided in the first round of clarifications may be requested.

This bidding schedule is subject to change by APASA. These changes are intended to facilitate the bidding process but will never limit the time for submitting proposals or questions by the bidders and they will be available on the aforementioned website.

## 6. CONFIDENTIALITY OF INFORMATION

APASA commits to handling the information of the interested parties with absolute confidentiality. In this regard, the offers and information obtained as a result of this tender will be known exclusively by the APASA team and its strategic partners. There will be no use of the information other than that described in this tender, prohibiting its commercial, financial, and any other use different from the purposes described herein. APASA guarantees that it will not make any publication that includes sensitive and proprietary business information with technical, operational, and/or financial impacts from each of the offers received in this tender. The processing of personal data will be subject to the provisions of Argentinian legislation. Act 11723

## 7. SOURCE OF FUNDS

The Convener has an authorized budget **by Deutsche Gesellschaft fur Internationale Zusammenarbeit (GIZ)**. The Convener will use these funds to finance the Contract for which this Call of tender is issued.

This is part of the Nitric Acid Climate Action Group (NACAG) initiative, implemented by GIZ, which offers non-repayable grants for the installation of N2O abatement and monitoring technology in nitric acid plants that meet certain eligibility criteria. The German Federal Ministry for Economic Affairs and Climate Action (BMWK) funds this initiative as part of its international cooperation activities for climate finance.


Invoices for goods and services must be addressed to the convener; however, payments specified in them will be made directly to the contractor by GIZ and will be subject to the terms and conditions of the contract resulting from this tender.

In the hypothetical case that the funds provided by GIZ are canceled in such a way that they are not delivered to the Convener to comply with this Tender Document, then the contract (see Section 5 - CONTRACT) and the reciprocal obligations will be null and void, without any claims between the parties.

## 8. CORRUPT PRACTICES

- 1 During the term of this tender, all bidders and the awarded bidder, during the term of the contract, must comply with all obligations to which they are subject, including legal obligations.
- 2 The bidders and the awarded bidder (according to the aforementioned conditions) will comply with:
  - The applicable anti-corruption legislation in APASA.
  - Procedures and policies from the convener that had been informed.
- 3 In this regard, as part of the legal-administrative documentation that bidders must submit with their proposals, there is the 'Declaration of Integrity' which is attached to this document as Form 3.




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## 9. ELIGIBILITY OF BIDDERS

1. To be eligible to participate in this tender the bidder and all parties or individuals involved must meet the following requirements, all of which must be validated through documents included in Section 3:
  - a) Not to be a supplier who is in a situation of delay in the delivery of goods or the provision of services due to causes attributable to themselves, with respect to other contracts entered into with the convener.
  - b) Not to be disqualified from contracting under the terms of Title I of the Procurement Regime of the National Administration of the Argentine Republic. In addition to not being on the sanctions list of the EU and the United Nations.
  - c) Not be subject to bankruptcy proceedings or any analogous figure.
  - d) That their business or commercial activities are not suspended or impeded, including by legal determination.
  - e) To be up to date with the fulfillment of their tax, social security, labor, and any other similar obligations in Argentina or in their country of origin.
  - f) To have a turnover at least 3 times higher than the amount of their economic proposal. This must be validated with the latest officially submitted balance sheet, listed in Section 3 as additional documentation.
  - g) Comply with all and each one of the established requirements in this Call for tender.
  - h) In the event that a proposal fails to meet any of the requirements specified in this section, it will be disregarded.
2. The bidder may be a natural person or a legal entity constituted in accordance with the laws of their country of origin.
3. The bidder and all the parties comprising it including the subcontractor must have the nationality of an eligible country according to **Section 4. Eligible countries**. A bidder will be considered to have the nationality of a country if they are citizens or have a permanent residence or are incorporated and operate in accordance with the laws of that country. This criterion will also be applied to the determination of the nationality of the proposed subcontractors for any part of the contract.
4. The bidder, all the parties and members comprising them, including the subcontractors must not have any conflict of interest with the convener. All the bidders found to have conflict of interest will be disqualified.
5. A bidder who is disqualified in accordance with the public procurement regulations of their country of origin, either on the proposal submission deadline or at any time before the contract is signed, will be disqualified from this tender.
6. The state-owned, governmental and/or publicly funded companies will be eligible only if they can prove that they are legally and financially independent and operate according to the commercial law.
7. The bidders must provide to the convener the evidence proving that they are eligible for this tender whenever requested by the convener.
8. The bidder must immediately inform the convener if their circumstances regarding their eligibility change during the tender process or during the execution of the Contract.
9. All materials, equipment and services that are intended to be used in the execution of the Contract must have a country of origin in accordance with **Section 4. Eligible countries**.

## 10. JOINT PROPOSALS

1. Two or more natural or juridical persons may jointly present a proposition without forming a partnership or a new company in case of juridical persons. For such effect the proposal and

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the contract will precisely establish the obligations of each party, as well as the manner in which their fulfillment will be enforced.

2. The parties must enter into a joint participation agreement in which will accurately establish the following aspects:
  - a) Name, address, and federal taxpayer registration (or identification number/Passport number/National identity document/Fiscal registration of the respective country) of the members, indicating, where applicable, the details of the public instruments that prove the legal existence of the legal entities and, if any, their amendments and modifications, as well as the names of the partners listed in them.
  - b) Name and address of the representatives of each of the grouped persons, indicating, if applicable, by means of a power of attorney executed by public deed, with which they accredit the powers of representation.
  - c) Designation of a common representative granting them broad and sufficient power to handle everything related to the proposal and the bidding process.
  - d) Description of the part of the contract that each member will have to comply with, as well as the way in which compliance with the obligations will be enforced.
  - e) Express stipulation that each of the signatories will be jointly and severally liable along with the other members, as agreed, for the purposes of the Bid of Tender and the Contract, in the event that it is awarded to them.
3. In this case the proposal must be signed by the common representative designated for that act.
4. When the joint proposal is awarded the contract, it must be signed by the legal representative of each of the legal entities or individuals participating in the proposal, who will be considered, for the purposes of the procedure and the contract, as jointly or severally liable, as established in the Contract itself.
5. Notwithstanding the provisions above mentioned in the preceding paragraph, the legal representative of one of the juridical persons, or in case may be natural persons participating in the joint proposal must be designated as the common representative, who will be responsible for the proper execution of the proposal and will act as a point for communication with the convener in the process of this tender and where applicable in the execution of the contract.
6. Notwithstanding the foregoing, the persons forming the joint proposal may establish a new company to fulfill the obligations set forth in the joint proposal agreement, provided that the responsibilities of said agreement are maintained in the new company.

### **11. PROPOSAL BY THE BIDDER**


The bidders, even the ones participating jointly may submit multiple proposals in the bidding process.

### **12. COST OF THE PREPARATION AND SUBMISSION OF THE PROPOSAL**

The bidder shall bear all costs associated with the preparation and submission of the proposal and the convener shall not be responsible for such costs, regardless of the development or result of the bidding process.

### **13. SITE VISIT FOR THE EXECUTION OF THE JOB**

- a. The bidder, at its sole responsibility and risk, is invited to visit and examine the plant and the surrounding area and obtain the necessary information to prepare the proposal. Costs and expenses of the site visit shall be bear by the tender.

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- b. In order to attend the site visit and 3(three) business days prior to the indicated date for such visit, the bidders must send a letter of interest to the convener’s e-mail address stating in all cases the general information of the bidders and, if applicable, the legal representative, for which they must complete Form 8.
- c. This visit is optional for the bidders who may submit the proposals and make questions to the convener in the clarification meeting even without visiting the plant.
- d. The visit to the site will take place on the date defined in the schedule and at a time to be agreed upon with APASA.
- e. Individuals attending the site visit on behalf of the bidders must send an email in advance to the convener’s email address with the information/documents required by the HR department, **Annex 003 - Contractor Personnel Entry Control**.

In the event of a worker with employee status:

ART certificate with a **Non-Recourse clause in favor of Austin Powder Argentina S.A;**

**SVO certificate** (mandatory life insurance);

Submission of affidavits and payment of the form 931(VEP-Electronic Payment Voucher and proof of payment)

AFIP (Federal Administration of Public Revenue) registration of the personnel;

- ID card (national identity card) / Identification number/ Passport number of each person entering the site.

In the event of being an autonomous worker or a foreigner:

- ID card (national identity card) / Identification number/ Passport number.
- Personal accident insurance with a Non-Recourse clause in favor of Austin Powder Argentina S.A. TIN (tax identification number) 30- 50398566-3 The insurance amount must be at least:

1- Death \$18,000,000.00

2- Permanent Total and/or Partial Disability due to an Accident \$18,000,000.00

3- Pharmacy \$1,800,000.00

The name and CUIL (Worker identification number) of the insured must be registered.

Validity: as established in the policy (The insurance must be from an **Argentinian** insurance company); such as: Previsión ART/ Federación Patronal Seguros/Sancor Seguros/Swiss Medical/etc. If necessary, we can provide the contact number to obtain an insurance policy: Insurance company Swiss Medical – German Pucheta +54 9 3874 12-2799)


**\*Note** *The amounts established on the bid specification may vary the day of the site visit.*

Notwithstanding the aforementioned, these documents must be physically brought on the date of the visit and shown upon request by the convener’s staff, who will review and, if applicable, approve them to grant access to the site visit for the bidders.

In case of not sending or exhibiting the documents mentioned in this section the convener will not allow the bidder or their representatives to access the plant for the site visit.

Besides, in the event the SHES team determines that the bidder must participate of an induction training, the training will be considered as mandatory. Annex 002- Bid Specifications SHES.

- f. It is recommended that bidders who visit the site where the work will be carried out be accompanied by a specialist or technical personnel, in order to comply with what is stated in **Form 10**, which is included in **Section 3** of this call for tender. This is to ensure that the bidders are aware of the environmental and climatic conditions, as well as the characteristics related to the degree of difficulty of the work to be carried out and its technical implications or any other condition that could affect the execution of the work, which must

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be considered in the preparation of **Form 11**, included in **Section 3**, corresponding to the description of the comprehensive planning of the work. Therefore, ignorance of these conditions cannot be invoked, nor can modifications to the contract be requested for this reason.

- g. The convener will record the visit. In the record it will be included the date and time of the visit, the places and/or facilities of the plant visited, the attendance list of the bidders, the name and position of the person, as well as the name and position of the convener's collaborators who attended the visit. The record will be published on the web page.

## B. TERMS

### 14. CONTENT OF THE CALL FOR TENDER

The call for tender consists of Sections 1 and 2 which include all the sections listed below:

#### SECTION 1 Tender process


- Sub-section 1. Instructions to bidders.
- Sub-section 2. Scope of Work, Evaluation Methodology, and Technical Criteria for N2O Abatement Technology
- Sub-section 3. Documents to be submitted by the bidders.
- Sub-section 4. Eligible countries.

#### SECTION 2 Contract

- Sub-section 5. Contract template
- Sub-section 6. Guarantees

### 15. MINUTES OF CLARIFICATIONS

1. After the date of the site visit for the execution of the works, bidders may submit questions or concerns regarding this call for tender or the site visit by sending their questions to the convener in accordance with the procedure specified in the bidding schedule and, during the clarification period defined in **item 5** of this call for tender.
2. The convener, with the designated personnel, will respond to the questions, regarding this tender, previously submitted by the bidders, and will answer to new questions arising only from the responses issued by the convener.
3. The convener will prepare minutes with all the questions received and the answers/clarifications provided for each of them ("Minutes of Clarifications"). The content of these minutes of clarifications will form an integral part of the call for tender and must be considered by the contestants in the preparation of their proposals.
4. Persons wishing to submit questions as bidders must present the information and their questions considering the following:
  - a. Submit, within the established deadline for sending questions by the bidders, a letter of interest in participating in the bidding process, always stating the general information of the bidder and, if applicable, the legal representative, for which they must complete **Form 8**.
  - b. Along with the letter referred to in the previous item, the contestant must submit the clarification requests, which must be concise and directly related to the points contained in the bidding process, indicating the specific number or point to which they relate. It is suggested to use the letter provided in **Form 9**.  
Requests that do not meet the specified requirements will be rejected by the convener.

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- c. Both the letter of interest and the clarification requests for the bidding process must be duly signed and sent in PDF format to the email address.  
The reception time will be considered as the time of sending the respective email, in its equivalent to Argentina time.
  - d. When the letter of interest is submitted outside the deadline defined in item c, the bidder will only have the right to ask questions about the responses provided by the convener to the clarification requests.
  - e. Clarification requests received after the established deadline will not be answered by the convener as they will be considered untimely.
- 5 The period for contestants to submit any necessary questions regarding the responses recorded in the minutes of clarifications is specified in the schedule of these terms. If the convener receives questions about the call for bids and not about the responses recorded in the minutes of clarifications, such questions will not be answered by the convener and this will be noted in the corresponding minutes.
  - 6 The person designated by the convener will publish the minutes with the responses on the website within the established time frame or as soon as possible.
  - 7 Regarding the clarifications provided by the convener in response to the follow-up questions from the bidders (see **item 5**), the convener will have a new deadline to respond to these clarifications. The minutes of the response will be published in the website by the convener according with the dates established in the schedule of these terms.

## 16. MODIFICATION OF THE TERMS

Modifications to the tender may be carried out based on the results of the clarification stage. They must be made effective according to the schedule before the last day for bidders to submit their Proposals. These modifications will be made known to all interested parties through publication on the website, which will be done no later than the next business day following this deadline.


## C. SUBMISSION AND OPENING OF THE PROPOSAL

### 17. LANGUAGE OF THE PROPOSAL

1. The response to this tender may be submitted in either Spanish or English.
2. In the event that the same proposal is received both in English and Spanish, the Spanish version of that proposal will prevail and will be subject for evaluation and analysis by the convener.

### 18. DOCUMENTS INTEGRATING THE PROPOSAL

1. The proposals must be prepared according to the requested documents in section 3 either in free writing or using the formats indicated in that section and will include the following documentation:
  - a. **Legal-Administrative Documentation**
  - b. **Technical Proposal**
  - c. **Economic Proposal**
2. Additionally, bidders must consider submitting the necessary documentation to comply with the requirements specified in **SECTION 2 Evaluation Methodology, Scope of Work, and Technical Criteria for N2O Abatement Technology**, according to which the proposals will be evaluated using **the points and percentages method**.

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3. Each page that makes up the proposals must be identified with the following information: name of the tender call and page number.
4. The proposals must be addressed to the convener.
5. The bidders must include the **Form 12** in the economic offer. Proposal letter, signed by the legal representative, stating that the data and requirements to which the contracting procedure will be subject have been observed and according to which the execution of the work will be carried out, as well as fully accepting the requirements contained in the call for tenders. Likewise, they must indicate the total amount of the proposal, including the amount of the value-added tax (VAT), in accordance with what is established in the call for tenders, the project, the general and specific specifications of the works being tendered, and other relevant documents. In the event that the bidder does not submit the letter referred to in the preceding paragraph, their proposal will be rejected, provided that the bidder cannot rectify this with the information contained in their technical and economic proposals.

### **19. PRICES INCLUDED IN THE PROPOSAL**

1. The proposal must include the total cost of goods and services described in the tender. The rates and prices in the proposal must cover all costs of labor, materials, equipment, including transportation and insurance to the plant, overhead, benefits, and all costs associated with the execution of the work and services, and should not include country tariffs.
2. The bidder must indicate the rates and prices of all elements of the goods and services included in their economic proposal, itemizing the cost of each category., The items for which the bidder has not specified any rate or price will not be paid by the convener when executed and will be considered covered by the other rates and prices indicated in the bidder's economic proposal.
3. The economic proposal must state that the prices are fixed and unconditional during the term of the contract, in EUROS, in accordance with **Form 7** included in Section 3 of this call for tenders. Please note that the validity of the proposal is subsequent to the opening of the envelope. If not, clearly specify the validity of the offer. Please note that the contract cannot be signed until the external audit has been completed.
4. The prices reflected in the economic proposal must include all costs related to the goods and services. The convener will only evaluate and recognize as part of the economic proposal the costs reflected in that document.
5. When calculation errors are found in the submitted proposals, the convener will apply the necessary corrections. In the event of a discrepancy between the amounts written in words and numbers, the amount in words will prevail. Therefore, if there are errors in the quantities or volumes requested, they may be corrected.
6. In the cases provided for in the preceding paragraph, the convener should not reject the economic proposal and will record the correction made in the tender decision.
7. If the economic proposal of the awarded bidder was subject to corrections and they do not accept them, the contract will be awarded to the second-place bidder, and so on, provided that their proposal has been found compliant in the administrative and technical evaluations.

### **20. PAYMENT**

The payment process will take effect once the contractor has the approval of the personnel and/or area designated by the convener regarding the delivery/provision of the goods and services.

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1. The payment term will be established in the contract and, in general, the payment milestones that the contract must contain are described below:
  - **Milestone 1:** An initial payment of 30% (thirty percent) of the Contract Value (“Advance Payment”) after (i) the signing of the Contract by both Parties and (ii) the delivery by the Awarded Bidder of an advance payment guarantee in favor of the Convener (“Advance Payment Guarantee”) and (ii) the delivery of the acknowledgment of receipt by the Convener.
  - **Milestone 2:** Payment of 20% (twenty percent) of the Contract Value after the receipt of the raw materials for construction at the contractor’s plant.
  - **Milestone 3:** Payment of 30% (thirty percent) of the Contract Value after: (i) the delivery of the technical equipment at the Convener’s facilities and/or Plant and (ii) the delivery of the acknowledgment of receipt by the Convener.
  - **Milestone 4:** Final payment of 20% (twenty percent) of the Contract Value upon completion of: (i) installation, (ii) commissioning of the abatement system, (iii) delivery of the list of participants from the Convener’s personnel in the training, (iv) issuance of the acceptance certificate by the Convener, and (v) the Awarded Bidder providing the warranty for defects and hidden flaws in favor of the Convener.
2. It is an indispensable requirement for making payments to the Contractor that the Contractor has delivered to the Convener the: i) Advance Payment Guarantee and ii) the Bank Guarantee for Liability for Defects and Hidden Flaws in favor of the Convener.
3. GIZ will make the corresponding payments to the awardee in accordance with the stipulations of this contract. At the awardee’s option, such payments may be made to a bank account that the awardee holds in the Argentine Republic or in another country, as indicated in due course.
4. The awardee must provide GIZ with the complete and accurate information of the selected bank account, including the account holder’s name, the banking entity, the account number, and any other necessary data for the correct execution of the payment.

## **21. FORMAT AND SUBSCRIPTION OF THE PROPOSAL**

1. The Proposal, including all the documents that comprise it, must be typed, printed, and signed (not digitally) by a person with the authority and duly authorized to act on behalf of the bidder.
2. The proposals must not contain erasures or corrections.

## **22. SUBMISSION OF PROPOSALS**

1. The proposals must be sent to the convener’s email address in PDF format.
2. The email through which the bidders send their proposals must contain the following information:
  - a. Name and address of the Bidder.
  - b. Be addressed to the Convener.
  - c. Refer to the name of the current Tender.
3. Once the proposals have been received by the convener, they cannot be withdrawn or nullified, and will therefore be considered valid and binding for the respective bidders throughout the entire tender process until its conclusion with the issuance of the Award.
4. The interested party must analyze all the documentation that is part of the description accompanying the bidding process. In case of discrepancies, inconsistencies, or lack of definition, the interested party may inform APASA according to the schedule defined in

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**item 5 - ¡Error! No se encuentra el origen de la referencia.** These should be sent in writing via email to the client's technical representative.

### **23. DEADLINE FOR SUBMISSION OF PROPOSALS**

The proposals will be considered by the convener if they are received no later than the date and time established for this in the schedule.

### **24. PROPOSAL OPENING CEREMONY**

1. On the date indicated in the schedule, the internal event will take place, during which a record of the opening of Proposals will be drawn up.
2. The proposal opening ceremony will be conducted in Spanish on the date indicated in **item 5**.
3. At the beginning of the proposal opening ceremony, the convener will register the bidders who have already submitted their proposals.
4. The convener will draw up a record corresponding to the opening of proposals, which will include the date and time of the event, the attendance list of the people present, the name and position of the person who attended, as well as the name and position of the convener's collaborators who attended the event. The record will be published on the web page.
5. During this event, the convener will record (in the same record identified in the previous item) the registration of bidders who have submitted their proposals (in accordance with **item 22** of these Terms) as well as the documentation submitted by the bidders as required in the call. No proposal may be disqualified or discarded at this time.
6. The record prepared by the convener from the proposal presentation and opening event will serve each bidder as proof of receipt of the documentation submitted at this event, with such receipt being recorded in the respective record.
7. Likewise, the convener, in that same record, will inform when the award decision will be issued. This record will be published on the website for the bidders' consultation.

## **D. EVALUATION OF PROPOSALS**

### **25. TIME FOR THE EVALUATION OF PROPOSALS**

The Convener will have the period recorded in the Schedule of these Bases to carry out the Evaluation of the Bidders' Proposals. If necessary, this period may be extended at the sole discretion of the Convener.


### **26. CONFIDENTIALITY**

Information related to the evaluation and comparison of Proposals and the decision on the Contract award will not be disclosed to any of the Bidders or third parties not related to the Tender until the information regarding the highest-rated/evaluated Bidder is publicly communicated to all Bidders.

### **27. MECHANISMS FOR PROPOSAL CLARIFICATION**

The convener will review the documentation for the evaluation of the received proposals; in case any doubt arises during this review and evaluation, the Convener may request in writing the clarification or correction of those documents that are an integral part of the Proposal and that, due to the way they are presented, require additional information for their proper understanding and evaluation. The omission in the presentation of required documentation may also be corrected, provided that the essential terms and conditions of the proposal, such as



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price, term, specifications, and scope, are not modified, in accordance with the following mechanism:


- 1.1. The Convener will be the sole conduit to request clarifications or corrections from the Bidders.
- 1.2. The request will be made through a written document issued by the Convener and sent to the Bidder's email address, indicating the period the Bidder will have to respond. Once this period has elapsed, the Bidder will lose the right to make such clarifications/corrections.
- 1.3. The Bidders' response must exclusively address the requested clarification or correction.
- 1.4. The request for clarification or correction to the Bidder and the delivery of the clarifications or corrections by the latter will be made via email.
- 1.5. The Convener will inform on the Website if clarifications were requested for any Bidder's Proposals and what those clarifications were about.

## **28. SOLVENT PROPOSALS**

1. The determination by the Convener to consider a proposal as solvent will be based on the content of the proposal itself.
2. A Proposal will be considered solvent when it meets the legal, technical, and economic requirements established in this Call for Tender.
3. The failure to meet requirements that affect the solvency of the Proposal will not be remedied by the Convener. Proposals that fail to meet any of these requirements will be discarded.

## **29. CAUSES FOR PROPOSAL REJECTION**

1. The Proposals of Bidders that fail to comply with one or more of the following requirements, which affect the solvency of the Proposals, will be rejected:
  - The lack of the Bidder's signature on their Proposal
  - The failure to comply with any of the requirements established in the Call for Tender (except for those expressly determined not to affect the solvency of the Proposal).
  - The omission of requested characteristics, specifications, and/or technical requirements.
  - The omission of the submission of the Technical Proposal and/or Economic Proposal.
2. In addition to the above, the following will be grounds for Proposal rejection:
  - If it is proven that any Bidder has agreed with another to raise prices or any other agreement aimed at gaining an advantage over the other Bidders.
  - If it is identified that the information or documentation submitted by the Bidder is false or counterfeit.
3. Regardless of what has been expressly considered in this Call for Tender, the following will be considered as requirements whose non-compliance does not affect the solvency of the Proposal: proposing a delivery time shorter than requested, in which case, if awarded and if it suits the Convener, it may be accepted; omitting aspects that can be covered with information contained in the Technical or Economic Proposal itself; not observing the established formats, if the required information is provided clearly; and not observing requirements that are not intended to objectively determine the solvency of the submitted proposal.

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4. In no case may the Convener supplement or correct the deficiencies of the submitted Proposals.

### **30. CRITERIA FOR PROPOSAL EVALUATION**

1. The Points and Percentages Mechanism is established as the method for evaluating Proposals, the score and formulas are described in **Section 2**.
2. According to this method, the Convener will first conduct the Administrative Evaluation of the Proposals. If there is no reason for rejection, it will continue with the evaluation of the Technical Proposals and subsequently the evaluation of the Economic Proposals.
3. The Convener will only proceed to evaluate the Economic Proposals of those Proposals whose Technical Proposal is solvent by meeting all the required technical specifications.
4. The requirements that will be evaluated for the Proposals to be considered solvent are detailed in **Section 2**.

### **31. DETERMINATION OF THE BEST-EVALUATED PROPOSAL**

The contract will be awarded to the bidder whose proposal meets the legal requirements, whose technical proposal complies with the specifications contained in this document, and whose combined score of the technical proposal and the economic proposal results in the highest score after the corresponding calculation has been made.


### **32. EXTERNAL AUDIT**

1. Once the convener completes the evaluation of the proposals and determines the best-evaluated proposal and, consequently, the potential awarded bidder, an external audit will be carried out by an external auditor contracted by GIZ. The purpose of this audit is to ensure maximum transparency and fairness at all stages of the bidding process. Following this external audit, the award decision will be announced, in accordance with **item 32** of this call.
2. The development of the external audit described in the previous item will take approximately 40 calendar days, starting from the business day following the end of the evaluation period of the proposals by the contracting party, as identified in **item 5**.

## **E. AWARD DECISION AND CONTRACT FORMALIZATION**

### **33. AWARD DECISION**


1. The convener will issue the award decision of the tender, which must contain:
  - 1.1 A list of the bidders whose proposals were rejected, stating the reasons and grounds for such determination.
  - 1.2 A list of the bidders whose proposals were deemed solvent.
  - 1.3 The name of the awarded bidder, indicating the reasons that motivated the award.
2. The award decision will be announced to the Bidders no later than the date indicated in the schedule through a virtual session using the platform chosen by the Convener (Teams/Zoom/etc.) This notification date may be deferred at the sole discretion of the Convener if the Audit referred to in **item 31** has not been completed.
3. For notification purposes, the corresponding award decision record will be published on the Convener's Website on the same day the virtual meeting mentioned in the previous item is held.

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4. Bidders will be sent an email informing them that the award decision record is available on the Convener's website.
5. If an arithmetic or any other type of error is found in the award decision that does not affect the result of the evaluation conducted by the Convener, within 5 (five) business days following its notification and provided the Contract has not been signed, the Convener will proceed to correct it, clarifying or rectifying it through the corresponding administrative record, stating the reasons that caused it and the grounds for its amendment. This will be notified to the Bidders who participated in the Tender.
6. The award decision will be final and binding for the Awarded Bidder(s). The Bidders acknowledge and accept that no appeal or instance will proceed against the award decision, waiving from this moment the right to attempt any legal action against said decision.

### **34. Execution of the Agreement**

1. With the notification of the Award Decision, the rights and obligations established in the Tender Contract Model (indicated in **Section 5**) will become enforceable and will require the signing of the Contract. This Contract Model will contain the minimum terms of the Contract to be signed between the Convener and the Awarded Bidder, without prejudice to it being subject to adjustments and/or additions by the Convener prior to the signing of the Contract.
2. The Awarded Bidder must provide the following **bank guarantees (item 35)** in favor of the Contracting Party, issued by a top-tier banking entity, guaranteeing the seriousness of the offer and the fulfillment of the obligations arising from this, which must be previously approved by the Convener in their terms and conditions, and delivered to the Convener within the indicated deadlines.
3. The legal representative of the Awarded Bidder is obliged to sign the Contract within 15 (fifteen) calendar days following the notification of the Award Decision, in the manner and/or at the address established by the Convener.
4. For the purposes of drafting and completing the Contract, the Awarded Bidder must send the following documentation to the Convener's email address no later than the business day following the notification of the Award Decision:
  - Articles of Incorporation and their amendments, showing that it was constituted in accordance with Argentine laws (if applicable), and/or their equivalent for Bidders from other countries.
  - Power of attorney granted before a notary public for the legal representative of the Awarded Bidder who will sign the Contract, and/or its equivalent for Bidders from other countries.
  - Official identification with photograph and signature of the legal representative, and/or its equivalent for Bidders from other countries.
  - Proof of Tax Address, not older than 3 (three) months.
  - Tax Certificate for Contracting issued by the AFIP and/or its equivalent for Bidders from other countries.
  - Screenshot of the validity of the signature of the legal representative or the Contractor, and/or its equivalent for Bidders from other countries.
  - Registration number in the General Inspection of Justice and/or Articles of Incorporation registered in the Public Registry, and/or its equivalent for Bidders from other countries.
  - Bank account cover page.
5. In the event that the Awarded Bidder does not appear to sign the Contract for reasons not attributable to the Convener, the Contract will be awarded to the second-place Bidder, in

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accordance with the Award Decision, and so on if the latter does not accept the award, provided that their Proposal has been deemed solvent in the Administrative and Technical Evaluations.

### 35. VOID TENDER AND CANCELLATION

1. The Convener may declare the Tender void in the following cases:
  - When no Proposals are submitted at the Proposal Submission and Opening Ceremony.
  - When all the submitted Proposals do not meet the requirements of this Call and its Annexes.
  - If the Convener has evidence of an agreement between the Bidders to raise prices.
2. In the event that the Tender is declared void, the Convener may make a direct award or invite at least three persons to determine the Contractor to execute the Services.
3. The Convener may cancel the Tender when:
  - A fortuitous event or force majeure occurs.
  - There are justified circumstances that extinguish the need to contract the Services.
  - Continuing with the Tender could cause damage or harm to the Convener.

### 36. Guarantees


The Bidder awarded the contract must guarantee the correct application of 100% of the advance payment amount, including the corresponding percentage of Value Added Tax (VAT), by presenting guarantees issued by a top-tier financial institution. These guarantees must ensure the seriousness of the offer and the fulfillment of all obligations arising from this contract, naming APASA as the beneficiary. The delivery of these guarantees must be made prior to the receipt of the advance payment.

In the event that the awarded Contractor does not deliver the bank guarantee within the period established in this call, the deadline will not be extended, and the Contractor will be obliged to start the work on the originally established date.

The authenticity of the submitted guarantees will be verified through consultations on the official websites of the issuing banks. If, as a result of this verification, the bank guarantee is found to be presumably counterfeit, a formal response will be requested from the corresponding bank for the pertinent legal effects. In such a case, the awarded Bidder will be responsible for any delay in the advance payment, waiving any rights they may have against APASA.

#### 1.1 . The **guarantees** that the Bidder must provide are as follows:

**a) Advance Payment Guarantee:** The guarantee must be for 100% (one hundred percent) of the value of the advance payment to be delivered, including Value Added Tax, and will be intended to ensure the proper investment of the amount delivered as an advance payment to the Awarded Bidder after the signing of the Contract. The validity of this guarantee will extend until the total amortization of the advance payment delivered, and it cannot be canceled without the express written consent of the Convener. This guarantee must be delivered to the Convener no later than 10 (ten) business days following the signing of the Contract.

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**b) Performance Guarantee:** The guarantee must be for 30% (thirty percent) of the total value of the Contract and its annexes, intended to ensure the strict and faithful fulfillment of all obligations of the Awarded Bidder. The validity of this guarantee will extend throughout the entire supply period of the goods and services and will be replaced upon the delivery-reception of the goods and services by the bank guarantee for defects and hidden flaws mentioned in subsection c) of this clause. This guarantee must be delivered to the Convener no later than 10 (ten) business days following the cancellation of the Advance Payment Bank Guarantee.

**c) Guarantee for Defects and Hidden Flaws:** The guarantee must be for 30% (thirty percent) of the total amount executed under the Contract, intended to cover any defects that may arise in the goods, hidden flaws, and any other liability incurred by the Awarded Bidder. The validity of this guarantee will be 1 (one) year from the final acceptance to the full satisfaction of the Convener which will be formalized through the delivery-reception record of the goods and services by the Parties. This guarantee must be delivered to the Convener no later than 10 (ten) business days following the signing of the delivery-reception record of the goods and services, and it will be an indispensable requirement to receive the final payment (milestone 3) mentioned in item 20 of these terms.

## 1.2 Force majeure


1.2.1. For the purposes of this contract (**SECTION 5**), "Force Majeure" shall mean any extraordinary, unforeseeable, and unavoidable event or circumstance that is beyond the reasonable control of the Parties and that prevents, in whole or in part, the fulfillment of contractual obligations. Force Majeure events include, but are not limited to, natural disasters (earthquakes, floods, hurricanes), acts of war, terrorist acts, civil disturbances, general strikes, epidemics, pandemics, governmental actions, or other similar situations that make the execution of the contract impossible.

1.2.2. The Party affected by a Force Majeure event must notify the other Party in writing within the days established in the contract (**SECTION 5**), counting from the business days following the knowledge of the event, providing a detailed description of the nature of the event, the estimated duration, and the possible consequences on the fulfillment of its contractual obligations. Failure to notify within the indicated period may be considered a waiver of the right to invoke Force Majeure.

1.2.3. During the duration of the Force Majeure event, the obligations of the affected Party that cannot be fulfilled due to the event shall be considered suspended, without liability for that Party, provided that it has complied with the duty of notification. Other contractual obligations not affected by the Force Majeure event must continue to be fulfilled under the terms established in the contract.

1.2.4. The Party affected by a Force Majeure event must take all reasonable measures to mitigate the effects of the event and resume the fulfillment of its obligations as soon as possible. It must also keep the other Party informed about the evolution of the event and the actions taken to mitigate its effects.

1.2.5. If the Force Majeure event extends for a period longer than the days/months established in the contract (**SECTION 5**) consecutively, either Party may opt for the termination of the contract, upon written notification in advance to the other Party with the days established in the

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contract (**SECTION 5**). In case of termination, the Parties must agree in good faith on the settlement of pending obligations and the return or compensation of any amount that has been paid or received in excess.

1.2.6. Events that can be controlled or overcome through the exercise of due diligence, or those resulting from the lack of foresight, care, or adequate preparation of the affected Party, shall not be considered Force Majeure events.

### 1.3 Applicable Law and Jurisdiction

1. This call for bids, as well as all acts, contracts, and agreements entered into pursuant to it, shall be governed by and interpreted in accordance with the laws of the Argentine Republic.

2. Competent Jurisdiction: For the interpretation, execution, and fulfillment of the obligations arising from this document, the parties submit to the jurisdiction and competence of the Ordinary Courts of the Autonomous City of Buenos Aires, expressly waiving any other forum or jurisdiction that may correspond to them.

### 1.4 Defects Arising from the Work, Hidden Defects, and Any Other Liability Incurred

Upon completion of the work, the Contractor shall be obliged to respond for any defects arising from the work, hidden defects, and any other liability incurred, in accordance with the terms specified in the respective contract and applicable legislation.

The work shall be guaranteed for a period of twelve months for compliance with the obligations referred to in the previous paragraph. Therefore, prior to the acceptance of the work, the Contractor, at their discretion, must provide a guarantee equivalent to 30% (thirty percent) of the total amount executed for the work.


### 37. CHARACTERISTICS AND REQUIREMENTS OF THE GUARANTEES

The Guarantees described in **item 35** must contain the characteristics, requirements, and mentions/texts described in **Section 6** of this Call for Tender.

### 38. FINAL PAYMENT

1.1 The amount of the final payment referred to in **item 19** of this Call for Tender may be withheld and/or deducted by the Contracting Party as a Conventional Penalty (according to the percentages established in the Contract) for delays in the delivery and/or provision of Goods and Services.

1.2 **Penalties:** The initial date shall be considered the date of the contract signing. Once the committed delivery period has elapsed, a penalty of 1% per week of delay will be applied, with a maximum cap of 10% of the total value of the Purchase Order for delays in deliveries, whether of the required documentation or the materials.

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## SECTION 2 EVALUATION METHODOLOGY, SCOPE OF WORK, AND TECHNICAL CRITERIA FOR N2O ABATEMENT TECHNOLOGY

### 2.1 EVALUATION METHODOLOGY

The Technical Proposal (70%) and the Economic Proposal (30%), resulting in a total of 100% for both types of proposals.

#### EVALUATION OF THE TECHNICAL PROPOSAL

Maximum possible score: 100 points

Offers that do not cover all the goods and services with the required technical specifications will be discarded and will not be technically evaluated. It is an indispensable requirement for the Technical Proposal to be considered solvent that it includes at least what is requested in this **Section 2**. Below are the Technical Evaluation criteria that will be used to assess the technical proposals of the bidders.

#### TECHNICAL EVALUATION

Number	Evaluation Criteris	Maximum Score
1	<p style="text-align: center;"><b>Technology in other plants (10 points).</b></p> <p>The bidder shall provide at least one contract certificate or equivalent document, purchase orders, contract completion certificates, customer references, etc. demonstrating experience in the design and supply of tertiary N2O abatement systems. The work in question must have been completed within the last ten (10) years prior to the deadline for receipt of bids for this procurement process. The bidder with the highest number of reference letters (or equivalent documents named) will be assigned the highest score and the others will be assigned points on a pro rata basis.</p>	10
2	<p style="text-align: center;"><b>Guaranteed N2O abatement efficiency (10 points).</b></p> <p>Guaranteed N2O mitigation efficiency, with respect to the input to the abatement unit. The highest abatement efficiency will be rewarded. APASA expects an N2O reduction of at least 90% compared to the N2O concentration measured before the tertiary abatement reactor. The supplier shall design the tertiary abatement system accordingly. The bidder shall guarantee the abatement efficiency in its bid. To assign the score, the bidders must attach the documentary evidence/s that guarantee the abatement of the offer/s. It will be separated into 2 items.</p> <p style="text-align: center;"><b>N2O abatement guarantee, total of 10 points:</b></p> <p style="text-align: center;">1) Minimum 90% up to 94.99% N2O abatement.  2) Increased efficiency, from 95% to 100% of N2O</p> <p>2 points will be assigned for each additional percentage point in N2O mitigation efficiency above the required minimum abatement efficiency of 90%.</p>	10



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<b>3</b>	<p style="text-align: center;"><b>Guaranteed NOx abatement efficiency (10 points).</b></p> <p>Guaranteed NOx mitigation efficiency, with respect to the input to the abatement unit. The highest abatement efficiency will be rewarded. APASA expects a NOx reduction of 99% with an emission of 50 ppm. The supplier will design the tertiary abatement system accordingly. The bidder must guarantee the abatement efficiency in its bid. To assign the score, bidders shall attach documentary evidence(s) guaranteeing the abatement of the bid(s).</p> <p style="text-align: center;"><b>Guarantee of NOx abatement, total of 10 points:</b></p> <p>2 points will be assigned for each lower ppm point in NOx mitigation efficiency that does not exceed the required minimum abatement efficiency of 50 ppm.</p>	<b>10</b>
<b>4</b>	<p style="text-align: center;"><b>Catalyst durability (5 points)</b></p> <p>The longest guaranteed life of the tertiary abatement catalyst will be awarded, provided that it meets the minimum efficiency standards (90% N2O abatement). To assign the score, the bidder must guarantee in its bid the life of the tertiary catalyst.</p> <p style="text-align: center;"><b>Duration of catalyst in use, which is a minimum abatement efficiency, total of 5 points allocated proportionally:</b></p> <p style="text-align: center;">1) Up to 4 years of catalyst life: 0 points 2) More than 4 years (inclusive) to 7 years (inclusive) of catalytic converter life: 3 points 3) More than 7 years of catalytic converter service life: 5 points.</p> <p>The contestant must attach evidence that guarantees the useful life time of the catalytic converter.</p>	<b>5</b>
<b>5</b>	<p style="text-align: center;"><b>Bidder's experience in petrochemical plants (20 points).</b></p> <p>The bidder must provide at least one documentary evidence, Curriculum Vitae or other means demonstrating own experience in general projects of similar magnitude (experience in projects that are of a comparable size, amount and complexity) in petrochemical plants. The work in question must have been completed within the last ten (10) years prior to the deadline for receipt of bids for this contracting process.</p> <p>The bidder with the highest number of experiences in participation in projects of similar characteristics/size will be assigned the maximum score and the others will be assigned points proportionally.</p> <p>Bidders who do not provide at least 1 documentary evidence will be discarded.</p>	<b>20</b>





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6	<p><b>Operating cost (consumables) (25 points)</b></p> <p>Operating cost refers to the expenses associated with the operation of a process or equipment, including the inputs necessary for the efficient and continuous operation of the system. In this case, natural gas consumption, ammonia consumption (expressed as natural gas equivalent with a conversion factor of approximately 67.3 Million BTU/Ton NH3) and also the pressure drop in the system and the inlet temperature to the expander will be evaluated.</p> <p><b>Scoring will be assigned linearly as follows:</b></p> <ul style="list-style-type: none"><li>1) Higher consumption: 0 points</li><li>2) Lower consumption: 25 points</li><li>3) Average consumption will be scored proportionally.</li></ul>	25
7	<p><b>Time of execution (15 points)</b></p> <p>Efficiency and reasonableness of the project execution time. The bidder offering the shortest execution time for the completion of the project from the signing of the contract will be assigned the maximum score and the others will be assigned points proportionally, aiming at the completion of the project between July-August 2026, submitting documentary evidence that guarantees the offer. To assign points, bidders must attach documentary evidence that guarantees the requested deadlines (such as a gantt chart with actual deadlines).</p>	15
8	<p><b>After-sales technical assistance (5 points)</b></p> <p>Proposal of remote assistance service and post-sale technical assistance offered, counted from the start-up. The bidder must make agreements with its partners to offer such service. It shall offer technical assistance during start-up. The bidder offering the highest number of years of post-sale technical assistance from start-up free of charge will receive the highest score and the others will be assigned points proportionally to the period offered. The bidder is requested to submit a document attesting to the proposal for remote and on-site after-sales technical assistance.</p>	5
<b>Total</b>		<b>100</b>

### METHOD OF EVALUATION OF THE OFFERS

<p><b>To determine the score corresponding to the <b>Technical Proposal</b> of each bidder, the Convener will apply the following formula:</b></p> <p><b><math>PPT = (ETO / ETMO) * 70</math></b></p> <p><b>Where:</b></p> <p><b>PPT: Score corresponding to the Technical Proposal</b></p> <p><b>ETO: Technical evaluation of the offer</b></p> <p><b>ETMO: Technical evaluation of the best offer</b></p>
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**To determine the score corresponding to the **Economic Proposal** of each Bidder, the Convener will apply the following formula:**

**PPE= (MPEMB / MPA) \*30**

Where:

**PPE: Score corresponding to the Economic Proposal**  
**MPEMB: Amount of the Lowest Economic Proposal**  
**MPA: Amount of the Economic Proposal being analyzed**

**To calculate **the final score** of each Proposal, the Convener will apply the following formula:**

**PTJ=PPT + PPE**

Where:

**PTJ: Total Score of the Proposal**  
**PPT: Score corresponding to the Technical Proposal**  
**PPE: Score corresponding to the Economic Proposal**


## 2.2 SCOPE OF WORK FOR N2O ABATEMENT TECHNOLOGY

As part of the Nitric Acid Climate Action Group (“NACAG”) initiative, AUSTIN POWDER ARGENTINA S.A. (“APASA”) intends to acquire and install, through an open international tender, Nitrous Oxide (N2O) abatement technology (Tertiary Technology) at its nitric acid production plant located in El Galpón, Salta, Argentina. The tender will be for a turnkey contract. This section details the relevant technical information and specifications regarding the technical requirements for the tertiary N2O mitigation technology tender. On one hand, the document contains technical information about the nitric acid production plant to provide technology suppliers with a sufficient database for the preparation and submission of technical and financial proposals. On the other hand, the document specifies all the technical requirements related to the mitigation technology to be acquired. It has been specifically prepared so that bidders can satisfactorily understand the requirements and submit bids, and, if awarded, deliver, install, including associated civil and piping works, and commission an effective tertiary technology to mitigate N2O at the nitric acid production plant.

### Purpose

This section has been specifically prepared so that bidders can successfully understand APASA’s requirements and submit their bids. This document does not intend to specify all technical requirements, nor to specify requirements already covered by applicable codes and standards. The winning vendor/OEM (Original Equipment Manufacturer) of this tender must apply sound engineering and manufacturing practices and include all equipment and services not mentioned to deliver an appropriate solution for the required functionality, in line with current industry standards.

### Location of the Work

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The equipment to be acquired will be installed at the nitric acid production plant located at the Austin Powder Argentina S.A. Petrochemical Complex, Ruta Nacional 16 km 653.5, El Galpón, CP:4444, Salta, Argentina. Argentina.

### Required Start and Completion Periods

The project must be executed as soon as possible, so bidders must indicate the maximum time required to mobilize resources and be on-site, and propose their execution time as the expected completion period for the project. Considering that the assembly will take place during plant shutdown days, the workers will need to cover a 24-hour schedule.

Preference will be given to bids that demonstrate efficiency in project execution, awarding higher scores to those that show shorter completion times. Bids proposing a delivery time for the technology to the plant beyond March-April 2026 and assembly between June and September 2026 (start-up of the abatement system) will be discarded.

## 2.2.1. TECHNICAL SPECIFICATIONS - REQUIREMENTS FOR GOODS AND SERVICES

APASA requires the design, installation, and commissioning of a tertiary N2O abatement system for its nitric acid plant, as well as adequate training for personnel to achieve optimal emission reduction performance and to provide knowledge about possible and common issues that may arise in the operation of this equipment. APASA requires the contracting of these services under a turnkey provision modality.

The proposed technology must ensure a reduction in N2O concentration of at least 90%, but preferably from 95% compared to the current N2O concentration. Additionally, APASA requires that this proposal includes technology to co-abate NOx emissions from tail gases to 50 ppm, and that this N2O and NOx co-abatement system does not negatively depend on the concentration of O2 (oxygen).


This section includes a summary of the technical information and specifications regarding the technical requirements of the tertiary N2O mitigation technology, so that technology suppliers are informed.

It is clarified that this section does not intend to specify all technical requirements, nor those already covered by applicable codes and standards. The supplier/OEM (Original Equipment Manufacturer) contractor will be responsible for the dismantling and installation of the new abatement system. Additionally, they must apply solid engineering and manufacturing practices and include all unspecified equipment and services to deliver a unit suitable for the required functionality, in compliance with current industry standards.

### 1. SCOPE DETAILS (Minimum Requirements)

For illustrative purposes and solely to guide the interested supplier in better preparing their response to the tender, the contractor must undertake all necessary work for the proper functioning of the tertiary abatement technology and its complementary installations. The work to be executed includes:

- Descriptive report of the work.
- Construction project, basic and detailed engineering.
- Connections to existing installations, with their corresponding interconnection operation.
- Construction of foundations and assembly of equipment.
- Provision and construction of main piping, auxiliaries, vents, drains, etc., up to the battery limit.

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- Provision and construction of piping for connection with the existing installation.
- Project, provision, and assembly of the indirect tail gas heating system.
- Project, provision, and assembly of the NO2 co-abatement system.
- Provision and installation of the control system that must be integrated with the existing plant system. Includes provision of the detailed descriptive report of control logic, safety, data measurement, and recording.
- Construction and installation of electrical distribution panels with overload and short-circuit protection systems. Installation of differential circuit breakers and circuits to be defined according to the project.
- Provision and installation of all plant instrumentation.
- Grounding of all surface installations.
- General painting of the installations.

**a. Piping, Equipment, and Materials to be Provided by the Contractor**

**i. Piping, Accessories, and Valves**

The Contractor shall provide the piping for the execution of the work, which must be constructed under the standards and design specifications of **section 10- A. REFERENCES**.

All accessories shall comply with the same design factor as the piping where they are installed.

All valves must correspond to the working pressure series. The bidder shall specify the type and brand of the valves to be installed. It should be noted that the system adopted for valves, actuators, solenoid valves, limit switches, etc., must be suitable for working conditions in the area.

**Note:** APASA, due to internal Good Practices, does not accept materials of Chinese origin or as indicated in the Annex 004- Procurement Process for Work and Services, from any of the countries indicated in **section 4.- Eligible Countries**.

**ii. Equipment and Materials**

The equipment and/or materials to be incorporated into the work by the contractor must be previously approved by the work inspection, either through the work inspection or specific third parties to whom such a requirement is delegated.

They must be new, of the best quality, and strictly comply with applicable standards, which will be perfectly established during the approval of the construction project.


The contractor must indicate the standards to which their design and manufacturing details adhere, whether in terms of materials used, dimensions, tolerances, parameters, characteristics, etc. Additionally, the contractor must provide a list of suppliers, brand, and model of supplies, and guaranteed data of equipment along with the offer. The contractor shall provide the work inspection with all information and documentation that allows verifying compliance with the corresponding standards.

**Note:** APASA, due to internal Good Practices, does not accept materials of Chinese origin or as indicated in Annex 004- Procurement Process for Work and Services, from any of the countries indicated in **section 4.- Eligible Countries**.

**b. ENGINEERING**

**i. Generalities**

It will be the responsibility of the contractor, as a preliminary step to the construction of the work, to carry out the basic and detailed engineering of the same, in full accordance with the objective of this document, expertise, design parameters, and current operating conditions of our plant "Annex 001- Plant Information (ES)" and the applicable standards from **section A: A. REFERENCES**.

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The engineering prepared by the interested party must provide solutions to all the necessary construction aspects to materialize this work.

Both the construction project and the detailed engineering will include all the specializations necessary to carry out the work to achieve the mechanically completed condition (ready to start). This includes piping, mechanical, civil, instruments, electricity, communications, safety, etc.

From the detailed engineering, complete lists of equipment and materials for the work must be obtained and presented along with the project. These lists will indicate the characteristics of the materials, quantity, standards, and location on the corresponding plan.

All documentation and plans that are part of the detailed engineering to be carried out by the contractor must comply with APASA's document format and transmission specifications.

*Note: If the contractor deems it necessary, they may confirm on-site or through consultations the data provided with this document, as well as request any data not included that is necessary for the selection of the technology and formulation of the proposal within the scope of the confidentiality agreement they sign.*

**c. CONSTRUCTION AND ASSEMBLY**

All construction and assembly work will be carried out by the contractor according to the standards and design specifications of **section A: REFERENCES** and the safety requirements applicable at APASA. The contractor will be responsible for:

**i. Layout**

The layout will be carried out according to the approved plans, establishing the fixed points for level staking.

**ii. Excavations**

Once the layout and final levels of the work to be executed are established and approved by the work inspection, excavations will begin, including shoring and bracing if necessary.

**iii. Foundations**

The project, calculation, and execution will be carried out by the contractor, adhering to the soil study provided by APASA, and the applicable regulations and standards. Foundations are understood to be all elements that transmit forces directly to the ground. In this sense, they should be considered as such for the bases of the equipment to be supplied, including pipe supports and structures.

**iv. Dismantling of Existing Equipment**


The contractor must dismantle all existing equipment, piping, and auxiliary installations that will not be necessary for the new abatement technology proposed, which will be replaced by the new tail gas heating system.

**v. Equipment Assembly**

The contractor, in accordance with the basic engineering and technical information provided by the equipment suppliers and the detailed engineering approved by APASA, will assemble the equipment to be supplied on the already constructed foundations, then proceed to level them, respecting the tolerances and recommendations of the manufacturers. Necessary platforms for the operation of the equipment, valves, and instruments will also be constructed and assembled.

**vi. Electrical Installation**

The contractor will provide the engineering, materials, and labor necessary for the construction and commissioning of all electrical installations required for the perfect functioning of the abatement unit covered by this document. This includes the assembly of power and lighting circuits, controls, conductor laying, grounding, etc.

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#### **vii. Instrumentation and Control**

The contractor will be responsible for carrying out all the tasks listed below, as well as those necessary for the perfect functioning of the work installations, noting that the list is not exhaustive:

- Installation, assembly, and connection of instruments.
- Installation, assembly, and connection of all valve actuators.
- Laying of conduits and wiring for power and signal transmission between the instrumentation and the control room.

#### **viii. Connection to Existing Installation**

The contractor will be responsible for all connection work to the existing installations. The work includes the construction project, construction, installation, and the corresponding interconnection operation.

#### **ix. Commissioning and Start-Up**

The contractor will be responsible for all pre-commissioning, commissioning, and start-up work of the abatement system. In this final stage, they must verify and guarantee the optimal performance of the N2O emission reduction targeted by this tender.

#### **d. TRAINING AND EDUCATION**


The contractor must train APASA personnel on maintenance and operation, including a troubleshooting list for the tertiary abatement system. This training should be provided during the initial installation and commissioning and repeated during the first mesh change after the initial installation.

#### **e. PROJECT DELIVERABLES**

Below is a minimum list of the engineering deliverable documents for the project. This list does not exclude or limit the delivery of other documentation that the contractor deems necessary. All documentation must be delivered in digital format (editable PDF, DOC, XLS, and DWG), except for the operation and maintenance manuals of the equipment, which must also be delivered in two printed copies in addition to the digital copy.

General:

- Design Bases
- Project Execution Plan
- Process Descriptive Report
- Process Flow Diagrams
- Mass and Energy Balance
- Equipment List
- P&IDs
- Line List
- Summary of Auxiliary Services and Catalysts
- Summary of Effluents (liquid, gaseous, or solid) and Waste
- Operations Guide
- Cause and Effect Matrix
- Operation, Control, and Safety Philosophy

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Civil:

- Civil Work Descriptive Report
- Concrete Structures - Calculation Report
- Reinforced Concrete Structures - Technical Specification
- Metal Structures - Abbreviations, Symbols, and Legends
- Metal Structures - Computations
- Metal Structures - Calculation Report
- Metal Structures - Plans and Elevations

Mechanical:

- Data Sheet for Static Mechanical Equipment
- Technical Specification for Static and Rotating Mechanical Equipment
- Welding Technical Specification
- Mechanical Equipment Plans

Piping:


- Equipment Layout (Lay Out of Equipment)
- Piping Material Classes (Piping Class)
- Design Specifications and Typical Designs
- Piping Descriptive Report
- Insulation and Painting Technical Specification
- Isometric Booklet
- Typical Piping Supports Booklet
- Material Requirements - Piping
- Electrical Installation Descriptive Report

Electricity:

- Detailed Electrical Installation Descriptive Report
- Single-Line Diagrams
- Technical Specification for Electrical Equipment
- Load List and Balance
- Typical Mounting for Power, Lighting, Controls, and Grounding
- Electrical Materials List
- Electrical Connection Plans
- Wiring Diagrams

Instruments and Control System:

- Instrumentation and Control Installation Descriptive Report
- Instrument and Control Valve List and Data Sheets
- Control & Safety System Architecture
- Typical Electrical and Mechanical Mounting for Instruments
- Communications Systems Specification
- Cable and Installation Material Computation
- Instrument Cable Conduit Plans
- Instrument/Field Panel Layout

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**Note:** APASA reserves the right to send a specialist to supervise the construction of the equipment or the quality tests thereof.

### A. REFERENCES

Below are the codes, national and international standards, specifications, and recommendations applicable to the set of structures and equipment to be designed, modified, or constructed.

This list does not exclude the specific standards, good practices, and construction standards that apply to the abatement technology and are known and applied by the design technologists, which the interested party must take into account.

#### Construction:

- ANSI/CEMA 550 (Conveyor Equipment Manufacturers Association): Classification and Definitions of Bulk Materials
- ASTM (American Society for Testing and Materials): Materials must comply with ASTM standards.
- CIRSOC Std. 103 (mandatory): INPRES-CIRSOC 103 Regulation "Argentine Standards for Earthquake-Resistant Constructions".
- ASCE Std. 7 (reference): American Society of Civil Engineers Std. 7.
- AISC: American Institute of Steel Construction.
- D-1557: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort. (ASMT).
- D-1883: Standard Test Methods for CBR (California Bearing Ratio) of Laboratory Compacted Soils. (ASMT)

#### Manufacturing:

- ASME B 31.3: "Process Piping"
- ASME B 16.25: "Butt welding Ends".
- ASME B 16.5: "Pipe Flanges and Flanged Fittings NPS ½ Through NPS 24 Metric/Inch Standard".
- ASME SEC I: "Rules for Construction of Power Boilers".
- ASME SEC II: "Material Specification Part A – Ferrous".
- ASME SEC V: "Nondestructive examination".
- ASME SEC VIII: "Division 1 Pressure Vessels".
- **Note:** Equipment will require the ASME stamp.


#### American Institute of Steel Construction (AISC):

- AISC/ANSI 327-05 "Seismic Design Manual"
- AISC/ANSI 360-05 "Manual of Steel Construction"
- AISC 303-05 "Code of Standard Practice for Steel Buildings and Bridges".
- RCSC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".

#### American Welding Society (AWS):


- AWS D1.1/D1.1M:2006 "Structural Welding Code – Steel"
- ANSI/AWS D2.4-98 "Standard Symbol for Welding, Brazing, and Nondestructive Examination"



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**APASA Design Specifications:**

- DOCUMENTATION CONTROL FOR DRAWINGS AP-ES-09
- PIPE-STRUCTURE PAINTING AP-ES-28
- PRESSURERIZED SYSTEMS AP-ES-31
- A1290-01-50-C01-ESP-201-0
- A1290-01-90-C01-ESP-001-4
- A1290-01-90-C01-ESP-004-3
- A1290-01-90-C01-ESP-005\_2
- A1290-01-90-C01-ESP-006-0
- A1290-01-90-C01-TEC-001-0
- A1290-01-90-C01-TEC-421\_0
- A1290-01-90-T09-ESP-202\_4
- A1290-01-90-T09-ESP-201-1
- A1290-01-90-T09-ESP-203-2
- A1290-01-90-T09-ESP-204-0
- A1290-01-90-T39-TEC-201\_C
- A1290-01-90-T11-ESP-201-3
- A1290-01-90-T11-ESP-201-4

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## 2.3 WARRANTY CONDITIONS

The performance of the tertiary technology will be evaluated through data provided by a Continuous Emission Monitoring System (CEMS), which is not included in the scope of this tender. The general aspects are as follows:

2.1.1. A Continuous Emission Monitoring System (CEMS) will be installed to measure N2O emissions resulting from the nitric acid production process at APASA's facilities. The CEMS will be installed and operated according to EN14181 standards, including regular maintenance and calibration, with special attention to QAL1/2/3. The supply and installation of this CEMS are not included in the scope of this tender.

2.1.2. To verify mitigation activity and measure the technology's effectiveness, reference measurements must be taken upstream (before) and downstream (after) the N2O abatement reactor. There will also be continuous measurement of the tail gas flow (volume or mass flow).

2.1.3. The specific method for verifying the effectiveness of the tertiary abatement system must be proposed by the tertiary system supplier and agreed upon with APASA before the equipment is supplied to the plant.

2.1.4. An N2O mitigation of at least 90% is expected compared to the N2O concentration determined before the mitigation reactor, and the supplier will design the abatement system accordingly and take the necessary precautions to ensure the expected performance.

### 2.3.1. WARRANTY

#### 3.1. Performance warranty

The test described in item 2.3 above will be carried out.

#### 3.2. Execution and Mechanical Warranty

##### Execution Warranty

The Contractor shall guarantee that all calculations, drawings, applications, documents, etc., and in general, all its services and supplies will be up to the best state of the art and in accordance with the laws, regulations, and codes in force in the country of installation.

The contractor shall guarantee that it has verified the necessary information regarding the battery limits of its scope of services and supplies that may influence the realization of its supply and has taken or proposed the necessary actions to ensure it.


The contractor is assumed to have all the necessary competencies as a specialist in its field and will be considered solely responsible for the design, execution, assembly, installation, commissioning, and start-up.

The contractor will be responsible for informing APASA of any omission of data, drawings, and documents related to the scope of its services and supplies.

##### Mechanical warranty

The equipment must be guaranteed for at least 2 years against any design, material, welding, workmanship, or other failures for all components of the equipment under operating conditions, limited to the design pressure and temperatures. Proper provisioning, machining, heat treatment, welding, thermal stability, and tightness must be guaranteed as a mechanical warranty by the Contractor.

Any defect, as described above, that occurs during the warranty period will result in the application of the requirements indicated in the contractual conditions of **section 2.2.1**.

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### 2.3.2 DEVIATIONS

Any deviation from this specification or the applicable codes and standards must be announced by the winning vendor of this tender. If the vendor can offer equipment that does not comply with this specification but provides a technical or commercial advantage, they may offer this equipment as an option, justifying the benefit it represents for APASA. If the exception is accepted by APASA, it will be included in the order documentation at no additional cost to the Convener.

### 2.3.3 APASA Will Provide

Electricity and air at predetermined positions.

Air supply (according to the supplier's quality, pressure, and flow requirements).


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### **SECTION 3 DOCUMENTS TO BE SUBMITTED BY THE BIDDERS**

The documents and forms contained in this Section 3 must be submitted by the bidders.

#### **REQUIRED LEGAL-ADMINISTRATIVE DOCUMENTATION**

- 1 To prove the legal existence and authority of their representative, the bidder must submit a written statement in which the signatory declares under oath that they have sufficient authority to commit on behalf of their represented entity, which will contain the information indicated in **Form 1**.
- 2 A written statement in which the bidder declares under oath that they are not in the circumstances established in numeral 6 of this Call for Tender. **Form 2**.
- 3 Integrity declaration, in which the bidder declares under oath that they will abstain from adopting behaviors, either directly or through an intermediary, that would induce or alter the outcome of the Proposals, the procedure, or other aspects that would grant more advantageous conditions in relation to other bidders. **Form 3**.
- 4 If applicable, if the interested parties submit a Joint Proposal, they must present an agreement signed by each of the individuals involved, indicating the specific obligations of the contract that will correspond to each of them, as well as how compliance will be enforced.
- 5 Acceptance letter duly signed by the bidder and/or their legal representative, stating that their Proposals and, if applicable, the required documentation will be considered as not submitted if the electronic file containing the Proposals and/or other information cannot be opened due to a computer virus or any other cause beyond the control of the convener. **Form 4**
- 6 If applicable, submit a written statement signed by the bidder's legal representative, using **Form 5** of this Call for Bids, in which they state which documents and information in their Proposal contain confidential information, explaining the reasons and grounds for such classification.
- 7 Written sworn statement of knowledge of the terms and scope of the Call for Tender, Contract Model, and Clarification Minutes. **Form 6**
- 8 The economic proposal must state that the prices are fixed and unconditional during the term of the contract, in EUROS, according to **Form 7**. Note that the validity of the proposal is after the envelope is opened and must be valid until the date of the award decision. If not, clearly specify the validity of the offer.
- 9 **Form 8** is a Declaration of Interest where a representative expresses their intention to participate in the procedure, providing details of the entity, its articles of incorporation, corporate purpose, and details of the legal representative.
- 10 **Form 9** is a Request for Clarifications regarding the call for the supply of technology for the APASA nitric acid production plant, where specifications or clarifications on administrative, technical, and legal aspects are requested, detailing each question according to the corresponding numeral.
- 11 **Form 10** is a declaration where the legal representative states under oath their knowledge of the work execution site, environmental conditions, and consideration of the specifications and Clarification Minutes in the preparation of the proposal.
- 12 **Form 11** corresponds to the description of the comprehensive planning of the works, so ignorance of this cannot be invoked or modifications to the contract requested for this reason.
- 13 **Form 12** is the Proposal Letter, a document in which the legal representative of a company expresses their interest in the call for specific works, accepting the established

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requirements, presenting an economic proposal, and ensuring the authenticity of the submitted documentation, as well as the expected execution time.

**APASA expects bidders to quote all options detailed in Annex-006. In addition, for each option submitted, they must complete Annex-005 with the required information:**

**- Annex-005 - Minimum Information Required**

**- Annex-006 - Project Options**

**Note: If the applicant wishes to submit an improvement or an additional option, in addition to those listed in Annex 005, it will be evaluated. However, the corresponding Annex-006 must be completed.**


All documents required in the following items must be submitted as attachments by the bidders:

**1) Item 9 ELIGIBLE BIDDERS**

- a) Document certifying that the bidder is not a supplier who is behind schedule in the delivery of goods or services due to their own fault, in relation to other contracts signed with the convener.
- b) Document certifying that the bidder is not disqualified from contracting under the terms of Title I of the Procurement Regime of the National Administration of the Argentine Republic. In addition to not being on the sanctions list of the EU and the United Nations.
- c) Not be subject to bankruptcy proceedings or any analogous figure.
- d) That their business or commercial activities are not suspended or impeded including by legal determination.
- e) To be up to date with the fulfillment of their tax, social security, labor, and any other similar obligations in Argentina or in their country of origin.
- f) To have a turnover at least 3 times higher than the amount of their economic proposal. This must be validated with the latest officially submitted balance sheet, listed in Section 3 as additional documentation.
- g) Comply with all and each one of the established requirements in this Call for tender.
- h) In the event that a proposal fails to meet any of the requirements specified in this section, it will be disregarded.

**2) Item 10 JOINT PROPOSALS**

- a) Name, address, and federal taxpayer registration (or identification number/Passport number/National identity document/Fiscal registration of the respective country) of the members, indicating, where applicable, the details of the public instruments that prove the legal existence of the legal entities and, if any, their amendments and modifications, as well as the names of the partners listed in them.
- b) Name and address of the representatives of each of the grouped persons, indicating, if applicable, by means of a power of attorney executed by public deed, with which they accredit the powers of representation.
- c) Designation of a common representative granting them broad and sufficient power to handle everything related to the proposal and the bidding process.
- d) Description of the part of the contract that each member will have to comply with, as well as the way in which compliance with the obligations will be enforced.
- e) Express stipulation that each of the signatories will be jointly and severally liable along with the other members, as agreed, for the purposes of this Bid of Tender and the Contract, in the event that it is awarded to them.

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### 3) Item 12 SITE VISIT FOR WORK EXECUTION

All documents required by the HR and SHES departments, named in the annexes:

**Annex 002 - SHES Requirements for Contractors.**

**Annex 003 - Entry control for Contractor personnel**

### 4) Evaluation Criteria Matrix for Bidders

All items requiring documentation to validate the points mentioned in the matrix must contain the following:


NOTE 1: For the submitted documents to be considered as verifiable experience, they must include at least the following information:

- a) Object of the contract
- b) Name of the contracting Entity or Company.
- c) Start and end dates.
- d) Signature of the competent person.

NOTE 2: The number of documentary evidences of the plural bidder corresponds to the sum of the documentary evidences provided by each member of the plural bidder.

NOTE 3: The documentary evidences are considered to be issued under oath. APASA reserves the right to verify the information provided by the bidder during the evaluation and until the award, and to request any supporting documents deemed necessary, such as copies of contracts, settlement minutes, etc., without the bidder being allowed to supplement, add, or improve their proposal.

**General Note:** It is requested that any other required documentation, technical documents, minimum reference letters, and other documents requested in the tender be attached, without which the bidder will not be eligible.

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**Form 1**  
**Accreditation of Legal Representation**

I, [Full name of the legal representative], in my capacity as [Position/attorney/legal representative], declare under oath that the information provided herein is true and has been duly verified. Furthermore, I declare that I have sufficient legal authority to bind, on my own behalf or on behalf of [xxxxxxxxxxxx], to the signing of the proposals and, if applicable, the corresponding contract, as well as any other document related to the procurement procedure concerning the [name of the private international tender].

**Bidder Information:**

Company Name:

CUIT (tax identification number, TIN):

Legal Address:

Street and Number:

City:

Postal Code:

Province:

Phone:

E-mail:

**Public Deed Information Containing the Articles of Incorporation:**

Public Deed Number:

Date:

Name, Number, and Location of the Notary Public: [Name, number, and location of the Notary Public]

**Corporate Purpose/Business Activity:** [Description of Corporate Purpose or Business Activity]

**List of Partners/Shareholders:**

Last Name(s) and First Name(s):

**Amendments to the Articles of Incorporation:** [Indicate the name, number, and jurisdiction of the Notary Public who notarized them, as well as the date and registration details in the Public Registry of Commerce]


**Legal Representative Information:**

Name:

CUIT (tax identification number, TIN):

Address:

Phone:

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**Document Proving Legal Representation and Authority:**

Public Deed Number:

Date:


Name, Number, and Location of the Notary Public: [Name, number, and location of the Notary Public]

(Place and Date)

(Signature of the Bidder and/or Legal Representative)

**Note:** This format is provided as an example. For the purposes of this call for bids, this format is available to bidders in an editable version at the following web address: <https://austinpoder.com/argentina/home/>



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**Form 2**

**Sworn Statement on the Absence of Impediments to Participate**

**In [City], on the [day] of [month], 2024**

Regarding the Private International Tender [name of the tender], concerning the contracting of [type of service/product].

**[Name/Company Name]**

**PRESENT**

I, [Name of the Legal Representative], in my capacity as [Position/Legal Representative] of xxxxxxxxxxxxxxxxxxxxxx, declare under oath the following:


That neither the undersigned nor the individuals who are part of the company I represent are involved in the following circumstances established in numeral 6 "Eligible Bidders" of the call for tender:

- We are not suppliers who are behind schedule in the delivery of goods or services due to our own fault in relation to other contracts signed with the Convener.
- We are not disqualified by administrative resolution under the terms of the applicable regulations in the Argentine Republic.
- We are not insolvent nor are we subject to preventive bankruptcy or liquidation.
- Our commercial activities are not suspended or impeded by legal determination.
- We are up to date with all our tax and social security obligations in the Argentine Republic.
- We have no conflict of interest with the Convener.
- We have the nationality of an eligible country in accordance with Section 4 "Eligible Countries".

I state the above for the purposes of the procurement procedure of the Tender [name of the Tender].

**(Signature of the Bidder and/or Legal Representative)**

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**Form 3**  
**Integrity Declaration**


(City where the Bidder is located), on \_\_\_\_\_ of \_\_\_\_\_, 2024.

Regarding the Private International Tender \_\_\_\_\_ related to the contracting of \_\_\_\_\_ (Name of the Legal Representative), in my capacity as Legal Representative of the company named xxxxxxxxxxxxxx. I declare under oath the following:

That the undersigned and the individuals who are part of the company I represent will abstain - either directly or through an intermediary - from adopting behaviors that would induce or alter the evaluations of the proposals, the outcome of the procedure, or other aspects that would grant more advantageous conditions in relation to other participants, which I state for the corresponding purposes of the procurement procedure of the (Private Tender Name).

(Signature of the Bidder and/or Legal Representative)

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**Form 4**  
**Acceptance Letter for the Use of Electronic Communication Means**

[Name/Company Name]

**PRESENT**


(City where the Bidder is located), on \_\_\_\_\_ of \_\_\_\_\_, 2024.  
Regarding the Private International Tender \_\_\_\_\_ related to the contracting of \_\_\_\_\_.

I, (Name of the Bidder's Legal Representative), accept that the proposal submitted through electronic communication means (email) and, if applicable, the documentation required by the convener, will be considered as not submitted if the electronic file containing it and/or other information cannot be opened due to a computer virus or any other cause beyond the convener's control.

**Sincerely**

(Signature of the Bidder and/or Legal Representative)

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**Form 5**  
**Document to Describe Documentation and Information Classified as Reserved, Confidential, and/or Commercially Sensitive**

(City where the Bidder is located), on \_\_\_\_\_ of \_\_\_\_\_, 2024.

Regarding the Private International Tender \_\_\_\_\_ related to the contracting of \_\_\_\_\_. On behalf of my represented entity, the documentation and information of my technical and economic proposal that should be classified as reserved, confidential, and/or commercially sensitive is described below.

I. Legal and Administrative Information

Information	Classification (Mark with an X)			Reason
	Reserved	Confidential	Commercially sensitive	

II. Technical Information

Information	Classification (Mark with an X)			Reason
	Reserved	Confidential	Commercially sensitive	


III. Economic Information

Information	Classification (Mark with an X)			Reason
	Reserved	Confidential	Commercially sensitive	

(Place and Date)  
Sworn to as necessary

\_\_\_\_\_  
Name and Signature

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**Form 6**

**Written sworn statement of knowledge of the terms and scope of the Call for Tender, Contract Model, and Clarification Minutes.**

(City where the Bidder is located), on \_\_\_\_\_ of \_\_\_\_\_, 2024.

The undersigned \_\_\_\_\_, legal representative of the bidder A [Name/Company Name], declare under oath that I am aware of the content and scope and agree with all the points, documents, and clauses requested in the Call for Bids, Contract Model, and Clarification Meeting Minutes of this Procurement Procedure \_\_\_\_\_ regarding the works of \_\_\_\_\_ located in \_\_\_\_\_.


In case of being selected, we designate \_\_\_\_\_ as the legal representative, who acts by virtue of the General Power of Attorney for Judicial and Administrative Matters No. \_\_\_\_\_, granted by Notary [Name of the Notary], Holder of Notarial Registry No. [Registry Number] of the City of [City], for the signing of the Contract.

\_\_\_\_\_ On \_\_\_\_\_ OF \_\_\_\_\_ 2024.

S I N C E R E L Y

(Name and Signature)  
LEGAL REPRESENTATIVE

**Note:** This format is provided as an example. For the purposes of this call for bids, this format is available to bidders in an editable version at the following web address: <https://austinpowder.com/argentina/home/>

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**Form 7**  
**ECONOMIC PROPOSAL MODEL**

(City where the Bidder is located), on \_\_\_\_\_ of \_\_\_\_\_, 2024.

Regarding the Private International Tender \_\_\_\_\_ related to the contracting of \_\_\_\_\_  
The Bidder will submit their fixed unit price proposal up to 4 decimal places.

Description	Unit Price (Up to four decimals)	VAT	TOTAL (Up to four decimals)


(Amount in words: \_\_\_\_\_)

Prices are in euros (EUR) valid at the time of proposal opening, and fixed and unconditional during the contract term. Participants will submit their economic proposal expressing the unit price, stating that their prices are fixed and unconditional during the contract term in euros (EUR) and must be presented with VAT itemized.

SINCERELY

(Signature of the Bidder and/or Legal Representative)

**Note:** This format is provided as an example. For the purposes of this call for bids, this format is available to bidders in an editable version at the following web address: <https://austinpoder.com/argentina/home/>

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**Form 8**  
**Declaration of Interest in Participating in the Procurement Procedure**

\_\_\_\_\_ on behalf of [Name/Company Name], hereby expressly state my interest in participating in the procurement procedure convened by \_\_\_\_\_, and for this purpose, in compliance with the call for bids dated \_\_\_\_\_ I provide the following information:

**Bidder Information:**

Company Name:

CUIT (tax identification number, TIN):

Legal Address:

Street and Number:

City:

Postal Code:

Province:

Phone:

E-mail:

**Public Deed Information Containing the Articles of Incorporation:**

Public Deed Number:

Date:

Name, Number, and Location of the Notary Public: [Name, number, and location of the Notary Public]

**Corporate Purpose/Business Activity:** [Description of Corporate Purpose or Business Activity]

**List of Partners/Shareholders:**

Last Name(s) and First Name(s):


**Amendments to the Articles of Incorporation:** [Indicate the name, number, and jurisdiction of the Notary Public who notarized them, as well as the date and registration details in the Public Registry of Commerce]

**Legal Representative Information:**

Name:

CUIT (tax identification number, TIN):

Address:

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Phone:

**Document Proving Legal Representation and Authority:**

Public Deed Number:

Date:

Name, Number, and Location of the Notary Public: [Name, number, and location of the Notary Public]

(Place and Date)

(Signature of the Bidder and/or Legal Representative)

**Note:** This format is provided as an example. For the purposes of this call for bids, this format is available to bidders in an editable version at the following web address: <https://austinpowder.com/argentina/home/>





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**Form 9**

**Request for Clarifications, Questions, or Concerns Regarding the Aspects Contained in the Call for Tender**

Regarding the Call for Bids dated \_\_\_\_\_, for the supply of tertiary abatement technology for nitrous oxide (N2O) NOx at the nitric acid production plant of AUSTIN POWDER ARGENTINA S.A., we hereby request the Convener, in a timely manner, to specify and/or clarify the following points:

a) Administrative Nature

Number	Page	Specific Number or Point	Question

b) Technical Nature

Number	Page	Specific Number or Point	Question

c) Legal Nature

Number	Page	Specific Number or Point	Question


Sincerely

[Legal representative name]

Position in the Company

Signature

This document may be reproduced as many times as necessary.

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Instructions: Clarification questions should be clear and precise regarding the specific numeral or point that needs clarification.

Both the letter of interest and the clarification format must be signed by the person legally authorized to do so.

**Note:** This format is provided as an example. For the purposes of this call for bids, this format is available to bidders in an editable version at the following web address: <https://austinpowder.com/argentina/home/>

**Form 10**

**Statement of Knowledge of the Work Execution Site and Attendance or Non-Attendance at the Clarification Meetings**

PLACE AND DATE

[Name/Company Name]

**PRESENT**

I declare under oath that I am familiar with the site where the work will be carried out, its environmental conditions, the characteristics related to the degree of difficulty of the tasks to be performed, and their technical implications. Furthermore, I declare that I have considered the quality standards of the materials and the general and specific construction specifications provided by the Convener, as well as the materials and permanent installation equipment, if they have been delivered, and the corresponding supply schedule in the preparation of the proposal.

I also declare that I am aware of the content of the published Clarification Minutes and have incorporated the indications contained therein into the proposal.

Sincerely

(Name and Signature)  
LEGAL REPRESENTATIVE

**Note:** This format is provided as an example. For the purposes of this call for bids, this format is available to bidders in an editable version at the following web address: <https://austinpowder.com/argentina/home/>



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**Form 11  
Comprehensive work planning**

2	<p>CALL FOR TENDER DATE <span style="float: right;">Annex: 11</span></p> <p>DESCRIPTION OF THE WORK</p>
<p>BIDDER'S COMPANY NAME 3</p>	<p>4 DATE OF PROPOSAL SUBMISSION</p> <p>5 PAGE: OF:</p>

<b>COMPREHENSIVE PLANNING</b>	
<p style="border: 1px solid black; padding: 2px; margin-bottom: 10px;">EXAMPLE: JUST ILLUSTRATIVE</p> <p><b>OBJECTIVES</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>A GENERALIZED EXPLANATION OF THE WORK TO BE CARRIED OUT, THE TIME LINE, THE RESOURCES, AS WELL AS THE PERSONNEL AND MACHINERY AVAILABLE TO PERFORM THE WORK WILL BE PROVIDED.</p> </div> <p><b>INSTALLATION OR CONSTRUCTION PROCEDURE</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>A DESCRIPTION OF THE CONSTRUCTION PROCEDURE WILL BE PROVIDED, AND IT WILL BE SUBJECT TO THE WORK SCHEDULE, INDICATING THE START AND END OF EACH OF THE SPECIFIED TASKS.</p> </div>	<p>THE SUPPLY OF TERTIARY NITROUS OXIDE (N2O) ABATEMENT TECHNOLOGY WILL BE CARRIED OUT IN SUCH A WAY THAT THE GENERAL AND SPECIFIC SPECIFICATIONS INDICATED ARE MET. FOR THIS PURPOSE, OUR COMPANY HAS THE FOLLOWING TECHNICAL, ADMINISTRATIVE, AND SERVICE PERSONNEL WHO WILL BE DIRECTLY AND INDIRECTLY RESPONSIBLE FOR THE AFOREMENTIONED WORK:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol> <p>ETC.</p> <p>WE WILL MAKE THE MACHINERY AND EQUIPMENT THAT WILL BE USED TO CARRY OUT THE WORK AVAILABLE.</p> <p>FROM THE PERIOD OF _____ TO _____, THE FOLLOWING WORK WILL BE CARRIED OUT: ETC...</p>



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ADDITIONAL COMMENTS:

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**Form 12**  
**Proposal Letter**

**Place and Date**

**[Name/Company Name]**

PRESENT

I am writing to you in my capacity as legal representative of \_\_\_\_\_,  
regarding the Call for Bids dated \_\_\_\_\_, concerning the works of:  
\_\_\_\_\_


Pursuant to the provisions of the aforementioned call for bids, the following is stated:

1. The call for bids dated \_\_\_\_\_ has been downloaded and reviewed, and the requirements and conditions governing the procurement procedure and the execution of the works have been observed. Consequently, we fully accept the requirements established in the call for bids, and a total of \_\_\_\_\_ foliated pages are duly signed by the undersigned.
2. The relevant considerations regarding the works specified in the Call for Bids have been taken into account.
3. Our company is familiar with the applicable regulations on public and private procurement, as well as the project, general and specific specifications. We accept that these documents govern, as applicable, the aforementioned call for tenders and the acts derived from it.
4. The respective proposal is submitted with a total amount of \$\_\_\_\_\_ (in numbers) \_\_\_\_\_ (in words), which includes the amount of value-added tax (VAT). The proposal is duly completed and integrated in accordance with the requirements established in the call for bids, the project, the general and specific specifications, and other relevant documents.
5. I declare under oath that the documents that make up and support this proposal are authentic.
6. The execution time for the works subject to the tender will be \_\_\_\_\_ days \_\_\_\_ from the effective start date of the works.

SINCERELY

SIGNATURE OF LEGAL REPRESENTATIVE/POSITION

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## SECTION 4 ELIGIBLE COUNTRIES

Bidders, as well as all materials, equipment, and services contained in the proposals and intended to be used in the execution of the contract, must originate from a country that is not listed in any current regulations, sanctions, and/or embargo lists by the European Union and/or the United Nations.

For this purpose, bidders must sign Form No. 2 titled Sworn Statement on the Absence of Impediments to Participate.

## SECTION 5 CONTRACT TEMPLATE

### COMPREHENSIVE SUPPLY, INSTALLATION, COMMISSIONING, AND SERVICES CONTRACT - TURNKEY MODALITY


Between the company xxxxxxxx, a company duly incorporated under the laws of xxxxxx with its registered office at xxxxxx, represented in this act by xxxxxxxx, hereinafter referred to as “**THE CONTRACTOR**”, on the one hand, and on the other hand, Austin Powder Argentina SA, a company duly incorporated under the laws of the Argentine Republic (hereinafter referred to as “**APASA**”) with its registered office at XXXXXXXX, represented in this act by XXXXXX, hereinafter collectively referred to as “**THE PARTIES**”, agree to enter into the following CONTRACT:

#### I. BACKGROUND:

- I. On the date XXX, APASA published on its website: <https://austinpowder.com/argentina/home/> the Call for Tenders (“Call for Tenders”) for the tender regarding the supply of nitrous oxide abatement technology at the nitric acid production plant of APASA Planta Juramento, Salta, Argentina.
- II. After all events and stages of said tender were carried out, on the day ---- the Tender Decision was issued, awarding the contract to “**THE CONTRACTOR**”

#### II. DECLARATIONS

- I. “**APASA**” is a company duly incorporated and existing under the laws of the Argentine Republic, and is engaged in the development, manufacturing, marketing, and supply of chemical products, as stated in public deed number -----, dated -----, granted before notary public -----, number ----- of the city of \_\_\_\_\_,


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registered in the Public Registry of Commerce of its registered office. Its representative in this act has sufficient authority to enter into this contract. Its tax identification number CUIT is ----- and its address is -----.

**II. “THE CONTRACTOR”** is a company duly incorporated and existing under the laws of (COUNTRY OF ORIGIN), whose purpose is (DESCRIPTION OF THE SUPPLIER COMPANY’S PURPOSE); as stated in public deed number ----- dated -----, granted before the faith of Notary Public -----, Notary Public Number ----- of (COUNTRY/PLACE OF ORIGIN), duly registered in the Public Registry of Commerce of (COUNTRY/PLACE OF ORIGIN), under folio----- . Its representative in this act has sufficient authority to enter into this contract. Its tax identification number CUIT is -- ----- and its address is ----- . It acts as the employer with respect to the personnel involved in the execution of this contract, and declares to be fully aware of the contents of articles 21 and 22 of the Labor Contract Law (LCT), recognizing itself as the sole employer of the persons who, under its dependence and disposition, participate in the development and execution of the entrusted works.

**FIRST. OBJECT OF THE CONTRACT**

Subject to the terms and conditions established in this Contract, “**APASA**” commissions “**THE CONTRACTOR**”, and the latter, under its own direction and responsibility, undertakes to carry out the **SUPPLY, INSTALLATION, AND COMMISSIONING OF THE NITROUS OXIDE (N2O) ABATEMENT TECHNOLOGY EQUIPMENT (TERTIARY TECHNOLOGY) (hereinafter, “THE WORKS”)** which must be carried out in accordance with the **technical specifications and terms of reference** established in the Technical-Economic Proposal attached to this Contract as **Annex A**, committing to complete them within the established execution period and in accordance with the General Work Program **Annex B**, documents that form an integral part of this Contract. For the execution of “**THE WORKS**”, “**THE CONTRACTOR**” will provide the material and personnel resources under its direction and disposition that it deems necessary to


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achieve the object of this Contract. The personnel employed must be directly hired by **“THE CONTRACTOR”**, who will be fully qualified, and in the case of machinery operators, will present valid certificates of skills and competencies; being the sole employer, without anything in this contract implying a relationship of subordination, disposition, and/or dependency with **“APASA”**. Furthermore, **“THE CONTRACTOR”** commits to **“APASA”** to comply with all obligations and responsibilities imposed by current labor and social security legislation, so **APASA** will not be responsible at any time for the personnel employed by **“THE CONTRACTOR”**.

**SECOND. AMOUNT:**

As the awardee of the tender, **“THE CONTRACTOR”** will receive for **“THE WORKS”**, as consideration, the amount of EUROS xxxx (\_\_\_\_\_), plus Value Added Tax (VAT) if applicable, payable in pesos at the seller exchange rate published by the Banco de la Nación Argentina on the day before the actual payment, in accordance with the Economic Proposal submitted by **“THE CONTRACTOR”** and accepted by **“APASA”** as found in Annex A. All payments described in this Clause will be made directly by **Deutsche Gesellschaft für Internationale Zusammenarbeit**, hereinafter referred to as **“GIZ”**, to **“THE CONTRACTOR”** via bank transfer. At the CONTRACTOR’s option, such payments may be made to a bank account held by the awardee in the Argentine Republic or in another country, as indicated in due course, upon submission of the respective invoice in the name of **“APASA”**, provided that the Goods have been delivered and the Services have been rendered to the full satisfaction of **“APASA”**. The corresponding invoice must comply with the requirements demanded by **“APASA”**, as well as the legal requirements demanded by the applicable tax legislation. The CONTRACTOR must provide GIZ with the complete and accurate information of the selected bank account, including the account holder’s name, the banking institution, the account number, and any other necessary information for the correct execution of the payment.



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**THIRD. METHOD OF PAYMENT:**

“**THE PARTIES**” agree that the payment for the execution of “**THE WORKS**” will be made as follows: A) An advance payment of 30% (thirty percent) of the total Contract amount, which will be paid in a single installment after the Contract is signed by both Parties and upon receipt and authorization of the corresponding invoice for the delivery by “**THE CONTRACTOR**”, as well as the advance payment guarantee in favor of “**APASA**”. “**THE CONTRACTOR**” is obliged to inform “**APASA**” of the use and investment of the advance payment. B) Payment of 20% (twenty percent) of the total contract amount, which will be paid once the collection of materials has been duly completed and accredited. C) Payment of 30% (thirty percent) of the total Contract amount upon completion of: (i) the delivery of the technical equipment at the facilities and/or Plant of “**APASA**” and (ii) delivery of the acknowledgment of receipt by “**APASA**”. D) Final payment of 20% (twenty percent) of the total Contract amount upon completion of the following points: (i) completion of the installation, (ii) commissioning of the abatement system, (iii) delivery of the list of participants in the training of “**APASA**” personnel, (iv) issuance of the acceptance certificate by “**APASA**”, and (v) the Awarded Bidder has delivered the warranty for defects and hidden flaws in favor of “**APASA**”.

**FOURTH. DELIVERY PERIOD OF “THE WORKS” AND CONTRACT DURATION:**

“**THE CONTRACTOR**” undertakes to carry out “**THE WORKS**” within a period of \_\_\_\_ calendar days, starting on \_\_\_\_\_ and concluding no later than \_\_\_\_\_, in accordance with the General Work Program that forms part of this document as **Annex B**. Furthermore, “**THE PARTIES**” agree that the term of this instrument begins on the date of its signing and concludes with the formal and written delivery-receipt and settlement of “**THE WORKS**” to the satisfaction of “**APASA**”, with “**THE CONTRACTOR**” committing to fulfill the obligations assumed in this Contract.

**FIFTH. DELIVERY OF THE WORK**

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“**THE CONTRACTOR**” undertakes to commence “**THE WORKS**” subject to this Contract, in accordance with the General Work Program **Annex B**. “**THE PARTIES**” agree that “**THE CONTRACTOR**” will be solely responsible for the poor quality of “**THE WORKS**”, as well as for any damages caused to “**APASA**” or third parties as a result of these works. When “**THE WORKS**” are not executed in accordance with this Contract and its annexes or in strict compliance with the written orders issued by “**APASA**”, the latter will order their immediate correction or replacement at the expense of “**THE CONTRACTOR**”, who will not be entitled to any compensation for poorly executed works nor an extension of time. “**APASA**” may even request, if deemed appropriate, the intervention of a third party to carry out the correction and/or complete the delivery of “**THE WORKS**” poorly executed by “**THE CONTRACTOR**”, upon prior notification, in which case, “**APASA**” will deduct such elements or equipment from “**THE CONTRACTOR**” according to the third party’s quotation, plus all costs and expenses generated and directly resulting from the corrections or replacements contracted. “**APASA**”, when deemed convenient, may order the partial or total suspension of the contracted “**WORKS**” until the necessary repair or replacement is carried out. “**THE CONTRACTOR**” accepts in this act that in the event of a delay of 10% (ten percent) according to the General Supply Program Annex B due to causes attributable to “**THE CONTRACTOR**”, “**APASA**” may, if deemed convenient, acquire “**THE SUPPLY**” and deduct it from “**THE CONTRACTOR**” at market price, plus an indirect charge, without exempting “**THE CONTRACTOR**” from its contractual obligations.

**SIXTHS. INCREASES:**

“**THE PARTIES**” agree that there will be no cost increase for any concept for “**THE WORKS**” subject to this tender and Contract.

**SEVENTH. OBLIGATIONS OF THE “CONTRACTOR”**


Without prejudice to the other obligations under this Contract, the “**CONTRACTOR**” is obliged to:

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- i. Deliver to “**APASA**” the “**WORKS**” subject to this Contract, at the place and on the date agreed in Clause Four.
- ii. Deliver the Goods and Services subject to this Contract, with the characteristics, quality, and specifications indicated in **Annex A** of this contract. Any deviation from this specification or the applicable codes and standards must be announced by the vendor. If the vendor can offer equipment that does not comply with this specification but provides a technical or commercial advantage, they may offer this equipment as an option. If the exception is accepted by “**APASA**”, it will be included in the order documentation.
- iii. Address defects, hidden flaws, and/or manufacturing defects presented by the Goods, for which repair and/or replacement will be carried out to the full satisfaction of “**APASA**” in accordance with the provisions of Clause Five.
- iv. Be responsible for the defects and hidden flaws of the Goods, as well as for the damages and losses that may be caused to “**APASA**” or third parties due to non-compliance or negligence on their part.
- v. Assume full responsibility for the suitability, honesty, good conduct, and efficiency of the personnel assigned for the execution of the “**WORKS**”. They also commit to ensuring that all personnel involved in the fulfillment of this Contract are properly trained and that their work and personal backgrounds meet the standards of integrity and professionalism required by current labor regulations in the Argentine Republic.
- vi. Not to disclose by any means the data and results obtained from the acquisition of the Goods subject to this Contract, without the express and written authorization of “**APASA**”.
- vii. Present to “**APASA**” the Guarantees established in this Contract.
- viii. Comply with the other obligations established in this Contract, as well as those derived from the legal, technical, and regulatory provisions that are applicable in the execution of the object of this Contract.

**EIGHTH. OBLIGATIONS OF “APASA”:**

To fulfill the object of this Contract, “**APASA**” is obliged to:

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- i. Manage the payment to the **“CONTRACTOR”** by **“GIZ”** for the amount specified in Clause Two.
- ii. Monitor compliance with the object of this Contract.

**NINETH. SERVICES:**

The **“CONTRACTOR”** is obliged to consider the following services as part of the **“WORKS”**


**i. Equipment installation** The **“PARTIES”** agree that the **“CONTRACTOR”** will carry out the installation and perform the conditioning and commissioning of the Equipment in the area/facility of the Plant agreed with **“APASA”** according to Annex A of this contract. As established in the Tender, this Contract will be carried out under the “turnkey” modality, so the **“CONTRACTOR”** must carry out all necessary activities - including construction work, engineering, and any other required at **“APASA”** Plant to put the equipment and/or technologies of the equipment and its services into operation. The supervision of the installation, conditioning, and commissioning of the equipment will be the responsibility of **“APASA”** or a third-party expert in these activities and equipment. The **“CONTRACTOR”** is obliged to provide **“APASA”** with a copy of the equipment operation manual and instructions, as well as all project documentation, and will give the personnel designated by **“APASA”** the necessary information and technical assistance for such use.

**ii. Training:** For the proper functioning of the equipment, the **“CONTRACTOR”** is obliged to provide initial training to **“APASA”**, who will freely designate personnel to receive such training.

**iii.** The above without prejudice to the other services specified in Annex A of this contract.

**TENTH. GUARANTEES:**

The **“CONTRACTOR”** must provide the following bank guarantees in favor of **APASA**, issued by a top-tier bank recognized in the Argentine Republic, ensuring the seriousness of the offer and the fulfillment of the obligations arising from this contract. These


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guarantees must be previously approved by “APASA” in their terms and conditions and delivered to “APASA” within the indicated deadlines. The guarantees are as follows:

**a) Advance Payment Guarantee:** The guarantee must be for 100% (one hundred percent) of the value of the advance payment to be delivered, including Value Added Tax, and will be intended to ensure the proper investment of the amount delivered as an advance payment to the Awarded Bidder after the signing of the Contract. The validity of this guarantee will extend until the total amortization of the advance payment delivered, and it cannot be canceled without the express written consent of “APASA”. This guarantee must be delivered to “APASA” no later than 10 (ten) business days following the signing of the Contract.

**b) Performance Guarantee:** The guarantee must be for 30% (thirty percent) of the total value of the Contract and its annexes, intended to ensure the strict and faithful fulfillment of all obligations of the Awarded Bidder. The validity of this guarantee will extend throughout the entire supply period of the goods and services and will be replaced upon the delivery-reception of the goods and services by the bank guarantee for defects and hidden flaws mentioned in subsection c) of this clause. This guarantee must be delivered to “APASA” no later than 10 (ten) business days following the cancellation of the Advance Payment Bank Guarantee.


**c) Guarantee for Defects and Hidden Flaws:** The guarantee must be for 30% (thirty percent) of the total amount executed under the Contract, intended to cover any defects that may arise in the goods, hidden flaws, and any other liability incurred by the Awarded Bidder. The validity of this guarantee will be 1 (one) year from the final acceptance to the full satisfaction of “APASA” which will be formalized through the delivery-reception record of the goods and services by the Parties. This guarantee must be delivered to the “APASA” no later than 10 (ten) business days following the signing of the delivery-reception record of the goods and services, and it will be an indispensable requirement to receive the final payment (milestone 3) mentioned in item 20 of these terms. The insurance policies must contain the following express declarations from the issuing entity: A. That it is granted under the terms of this Contract to guarantee each and every one of the obligations arising from it, in accordance with the provisions of this clause. B.

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That the issuing Institution expressly waives the division and excussion benefits. C. That the obligations assumed by the “**CONTRACTOR**” are considered indivisible, so in the case of partial compliance, the insurance entity agrees to cover the entire guarantee. D. That the responsibility of the insurance entity will not cease even if “**APASA**” grants extensions or deferrals to the “**CONTRACTOR**” in fulfilling its obligations, and the guarantee will be extended in accordance with such extensions or deferrals, without the need for prior communication to the insurance entity. “**APASA**” may enforce the Performance Guarantee to collect any amount that the “**CONTRACTOR**” owes to “**APASA**” under the following, but not limited to, circumstances: i) for any amount owed by the “**CONTRACTOR**” to “**APASA**”; ii) for any amount improperly paid by mistake by “**APASA**” to the “**CONTRACTOR**”; iii) for conventional penalties that the “**CONTRACTOR**” must pay to “**APASA**”; iv) for damages caused by the “**CONTRACTOR**”; v) for cost overruns of the goods; and vi) for any other amount that may arise from this Contract. This guarantee will come into effect from the date of the signing of the Contract and once the supply of the goods has been fully delivered and completed to the full written satisfaction of “**APASA**”, as well as the associated technical information subject to the Contract, with the “**CONTRACTOR**” waiving proportionality. This guarantee can only be canceled in writing by “**APASA**”. The guarantees must be issued exclusively by top-tier banking entities authorized by the national laws to operate as such, and the text of these must be authorized by “**APASA**”.

**ELEVENTH. NON-EXISTENCE OF LABOR RELATIONSHIP:**

“**THE PARTIES**” acknowledge that they are distinct and independent entities, and therefore, the relationships arising from the execution of this Contract are solely related to its object, of a commercial nature, and as a result, there is no labor or subordination relationship between the personnel working for one Party and the other Party. The “**CONTRACTOR**” acknowledges and agrees that by virtue of this Contract, no labor relationships are established or derived from it, in any case or form. In this sense, the personnel employed by “**THE CONTRACTOR**” for the fulfillment of the object of this Contract will be understood to be exclusively related to “**THE CONTRACTOR**”, and

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therefore, **“THE CONTRACTOR”** will assume responsibility for this concept in accordance with the legal provisions on labor and social security. The Parties accept and agree that under no circumstances will **“APASA”** be considered an employer. **“THE CONTRACTOR”** expressly assumes the labor obligations and responsibilities that may exist with its personnel involved in the object of this Contract, and consequently, **“THE CONTRACTOR”** is obliged to immediately reimburse **“APASA”** for any payment that it may have to make for any labor claim and/or demand by said personnel.

#### **TWELFTH. SUSPENSION OF WORK**

**“THE CONTRACTOR”** expressly agrees that without any liability for **“APASA”** and without the need for a judicial declaration, **“APASA”** may suspend the **“WORKS”** in whole or in part, one or more times. When the suspension occurs, **“APASA”** will notify **“THE CONTRACTOR”** in writing, stating the reasons for the suspension, the start date, and the probable resumption date. The completion date of **“THE WORKS”** will be extended in proportion to the period of suspension plus 7 (seven) business days. In the event of suspension, there will be no liability for **“THE PARTIES”**, and they must only sign an agreement recognizing the suspension period and the restart and completion dates of **“THE WORKS”**. **“APASA”** will be obliged to pay **“THE CONTRACTOR”** the pending invoices that have been previously authorized, and estimates for the work performed and pending payment must be made, which must be approved and paid to **“THE CONTRACTOR”** as agreed in this Contract.

#### **THIRTEENTH. EARLY TERMINATION OF THE CONTRACT**

**“THE PARTIES”** may terminate the Contract early when there are justified reasons that prevent the continuation of **“THE WORKS”**, or if it is not possible to determine the duration of a suspension. Likewise, this instrument may be terminated due to unforeseen circumstances or force majeure that make its continuation impossible. The parties may also terminate the contract if **“GIZ”** stops making payments under the contract for reasons beyond **“APASA’s”** control. The early termination of the Contract will be formalized without the need for a judicial declaration through a statement of facts,

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in which the actually executed, paid, and pending amounts will be mutually agreed upon, as well as the recognition and recovery of materials and equipment, the percentage of progress according to the General Work Program **Annex B**, in order to finalize the work.

**FOURTEENTH. CONTRACT TERMINATION**

“**THE PARTIES**” agree that “**APASA**” may terminate this Contract without the need for prior judicial resolution if “**THE CONTRACTOR**” fails to comply with any of its obligations contained in the Contract and/or if it incurs any of the following grounds for termination:

- a. Fails to complete the “**WORKS**” subject to this Contract.
- b. Fails to start the execution of “**THE WORKS**” on the date agreed in the General Work Program **Annex B**, unjustifiably suspends the execution of “**THE WORKS**”, or refuses to repair, redo, or replace those that have been rejected as defective by “**APASA**”.
- c. When, due to reasons attributable to “**THE CONTRACTOR**”, there is an unjustified delay or absence in “**THE WORKS**” that is equal to or greater than 10 (ten) business days from the General Work Program **Annex B** of this contract.
- d. Fails to deliver the certificates or proof of quality compliance according to the established standards, on more than 4 occasions.
- e. Is subject to preventive bankruptcy or insolvency proceedings.
- f. Fails to maintain, during the term of this Contract and for any reason, the economic capacity and resources necessary to properly fulfill its contractual obligations.
- g. Violates or discloses to third parties’ confidential information that “**APASA**” has provided to “**THE CONTRACTOR**”.
- h. If the “**THE CONTRACTOR**” fails to comply with its tax obligations and/or labor and social security obligations towards its workers.
- i. For any other breach of the obligations arising from this Contract that directly affects “**APASA**’s” compliance with its obligations to third parties, including but not limited to: warnings for non-compliance, notices of repeated non-compliance, penalties, failure to deliver requested documentation, among others. If any grounds for termination arise, “**THE PARTIES**” will formalize the completion of the work in accordance with the provisions of this instrument. The aforementioned grounds for termination give rise to



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the termination of this Contract, in accordance with the procedure established in Clause Fifteenth of this instrument.

**FIFTEENTH. CONTRACT TERMINATION PROCEDURE:**

The procedure for terminating the Contract due to “**THE CONTRACTOR’s**” non-compliance will be carried out as follows:


I. It will begin once “**THE CONTRACTOR**” receives formal notification of the non-compliance, allowing them a period of 10 (ten) business days to present their case and provide any evidence they deem pertinent.

II. After the period mentioned in the previous section, “**APASA**” will have a period of 10 (ten) business days to resolve the matter, considering the arguments and evidence presented by “**THE CONTRACTOR**”. The decision to terminate the Contract or not must be communicated to “**THE CONTRACTOR**” within this period; it is understood that “**APASA**” will act in good faith and with the purpose of safeguarding the interests that led to the execution of this Contract. Once the termination of the Contract is communicated to “**THE CONTRACTOR**”, “**APASA**” will proceed to take possession of the “**THE WORKS**” performed and will take charge of them, with or without the presence of “**THE CONTRACTOR**”, by notarizing the state of the works. Upon termination of the Contract, “**APASA**” may enforce the guarantees agreed upon in Clause TENTH of this contract, as applicable.

**SIXTEENTH. PENALTIES:**

“**THE PARTIES**” agree that in the event of total or partial non-compliance by “**THE CONTRACTOR**”, the following penalties will apply:

If “**THE CONTRACTOR**” does not start the “**WORKS**” for reasons attributable to them once this instrument is signed, a penalty of 1% (one percent) of the total amount of “**THE WORKS**” will be applied for each week of delay according to the General Work Program **Annex B**. Likewise, if for unjustified reasons attributable to “**THE CONTRACTOR**” the “**WORKS**” are not completed by the scheduled completion date, a penalty of 1% of the

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total contract amount will be applied for each week of delay. Penalties cannot exceed 10% (ten percent) of the total contract amount.

This is without prejudice to other penalties that may apply to **“THE CONTRACTOR”** under applicable law.


If the magnitude of the delay in the execution of **“THE WORKS”** due to reasons attributable to **“THE CONTRACTOR”** results in the termination of the contract, a penalty of 10% (ten percent) of the total contract amount will be applied, as well as any corresponding damages for the time required to restart **“THE WORKS”**.

**SEVENTEENTH. DELIVERY OF THE WORK AND COMPLETION**

**“THE PARTIES”** agree that the final delivery procedure will be as follows: **“THE CONTRACTOR”** will inform **“APASA”** in writing of the completion of **“THE WORKS”** and will present all supporting documentation of their fulfillment, so that **“APASA”** can carry out the corresponding review. If there are no observations to correct, the **“WORKS”** will be considered completed. This will be recorded in the Delivery-Receipt Certificate signed by **“THE PARTIES”**. In case of disagreement from **“APASA”**, the missing or non-accepted **“WORKS”** will be indicated, and a deadline will be set within which **“THE CONTRACTOR”** must complete or repair them, without this implying any extension in favor of **“THE CONTRACTOR”**. The total completion date of **“THE WORKS”** will be the date on which they are received to the full satisfaction of **“APASA”** as recorded in the corresponding certificate. The receipt of **“THE WORKS”** does not preclude **“APASA”** from exercising its right to claim hidden defects that may be found after their receipt, within a maximum period of one year from the date of receipt of **“THE WORKS”**. Once **“THE PARTIES”** agree on the execution of the works, they will proceed to finalize them within a period not exceeding 10 (ten) calendar days, in which the pending balances, as well as their compensation and settlement, and the closure of the contract will be recorded.

**EIGHTEENTH. INTELLECTUAL PROPERTY:**


**“THE CONTRACTOR”** accepts and acknowledges that all intellectual property rights belonging to **“APASA”** will remain and continue to be the property of **“APASA”**, and

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nothing in this Contract grants **“THE CONTRACTOR”** the right to use the trademarks, trade names, industrial designs, patents, their applications, copyrights, or any other intellectual property rights of **“APASA”** without prior written authorization. Such authorization must be issued solely for the purposes of this Contract and does not imply the granting by **“APASA”** of a license or sublicense to use any intellectual property rights in favor of **“THE CONTRACTOR”**. **“THE CONTRACTOR”** agrees not to use these intellectual property rights without the prior and express consent of **“APASA”**. Notwithstanding the foregoing, any authorization granted by **“APASA”** to **“THE CONTRACTOR”** for the use of its intellectual property rights will immediately expire upon the termination of this Contract, regardless of the cause. **“THE CONTRACTOR”** agrees not to engage in activities or commit any act that directly or indirectly may dispute or jeopardize the rights, titles, and interests of **“APASA’s”** intellectual property. Furthermore, the SUPPLIER will be responsible for the actions of its shareholders, directors, officers, employees, workers, personnel, agents, contractors, and subcontractors against the interests and rights of **“APASA”** in relation to its intellectual property rights, copyrights, trademarks, logos, designs, names, and trade notices. **“THE CONTRACTOR”** agrees to assist and cooperate with **“APASA”** in the defense and protection of its rights. Violation of any of the obligations established in this Clause will be grounds for termination, without prejudice to **“APASA’s”** right to take the corresponding legal actions.

**NINETEENTH. CONFIDENTIALITY:**


**“THE CONTRACTOR”** acknowledges that the information received in relation to this Contract from **“APASA”** will be reserved and confidential. The **“Confidential Information”** will be provided by **“APASA”** in writing or in another tangible form, whether magnetic, electronic, verbal, or visual, even if it is not explicitly stated that such information is confidential. **“THE CONTRACTOR”** may use **“APASA’s”** **“Confidential Information”** solely and exclusively for the fulfillment of the purpose of this Contract and must take all necessary reasonable precautions to safeguard the confidentiality of the **“Confidential Information”** in the same manner as it safeguards the confidentiality of its own

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confidential information. **“THE CONTRACTOR”** agrees not to use the “Confidential Information” for purposes other than those established in this Contract. Furthermore, **“THE CONTRACTOR”** agrees not to disclose, distribute, transmit, divulge, publish, or reproduce, in whole or in part, **“APASA’s”** “Confidential Information” to personnel who are employees, shareholders, directors, agents, and/or contractors of **“THE CONTRACTOR”** who are not related to the fulfillment of this Contract or to any person unrelated to the purpose of the Contract. The obligation to maintain such information confidential will last for the duration of this Contract and will remain in effect after the termination of the Contract until such information ceases to be confidential. **“THE CONTRACTOR”** agrees that the Confidential Information constitutes a trade secret that is the property of **“APASA”** and assumes the obligation not to disclose it to any third party in accordance with the Federal Law for the Protection of Industrial Property and other related laws, even after the termination or rescission of this Contract. **“THE CONTRACTOR”** will precisely instruct its employees, dependents, officers, or consultants who may be involved in the purpose of this Contract regarding the confidentiality terms set forth herein, obligating **“THE CONTRACTOR”** to sign a confidentiality agreement that contains all the obligations related to the confidentiality of the information, and obligating **“THE CONTRACTOR”** to provide a certification to **“APASA”** when required during the term of this Contract, stating that its employees, workers, agents, contractors, or subcontractors have signed the respective confidentiality agreement. The signing of such confidentiality agreements will not constitute a waiver of protection against the unauthorized disclosure of the confidential and secret Information mentioned in this Clause and which is the obligation of **“APASA”**. Additionally, the Parties agree that **“THE CONTRACTOR”** may not disclose or publicize this Contract, nor the commercial relationship between **“APASA”** and **“THE CONTRACTOR”** without the express and written authorization of **“APASA”**.

**TWENTIETH. COMPLIANCE OF REGULATIONS:**

**“THE PARTIES”** jointly agree as follows:

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I. **“THE CONTRACTOR”** states that it currently complies, and commits to continue complying in the performance of its obligations under this Contract, with all applicable and current laws, regulations, standards, industry codes of practice, and anti-corruption standards.


II. **“THE PARTIES”** agree that if any new provision, addition, and/or modification to the law, standard, or any other applicable internal policy of **“APASA”** comes into effect, these may be implemented for the content of this Contract, subject to prior written agreement between the Parties, establishing the form, terms, times, and mechanisms by which such modifications will operate.

III. Notwithstanding the content of this Contract, **“APASA”** may terminate this Contract with immediate effect by written notice to **“THE CONTRACTOR”** if it concludes, at its absolute determination and discretion, that **“THE CONTRACTOR”** has violated this clause or that such a violation is substantially likely to occur.

IV. **“THE CONTRACTOR”** will be responsible for any fines or penalties arising from non-compliance with laws, regulations, and/or standards in its facilities or activities, and therefore agrees to release **“APASA”** from any liability, fine, penalty, detention, seizure, lien, or tax attributable to **“THE CONTRACTOR”** regarding the Goods supplied and Services provided, and to indemnify **“APASA”** for any damages caused, including the payment of legal fees and costs.

**TWENTY FIRST. ASSIGNMENT AND SUBCONTRACTING:**

**“The CONTRACTOR”** may not assign this contract, nor be replaced by a third party in its obligations, without the prior written approval of **“APASA”**. Any change in the shareholding composition of **“THE CONTRACTOR”** as a result of share transfer processes, mergers, spin-offs, transformations, or changes in the composition of the management, shall constitute for these purposes an assignment of the Contract, which must be authorized by **“APASA”**, or otherwise rejected, in which case **“APASA”** may terminate the Contract without any liability. All Services that **“THE CONTRACTOR”** has undertaken to perform under the Contract shall be provided and executed directly by **“THE CONTRACTOR”**, who may only subcontract their execution and/or supply with


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prior written authorization from “**APASA**”. While it should be noted that the equipment may be acquired by “THE CONTRACTOR” from a third party, such equipment must comply with the specifications in Annex A of this contract. The supply of such equipment must specify the warranty requested in the aforementioned Annexes. “THE CONTRACTOR” will be solely responsible to “**APASA**” for the work performed by the subcontracted third parties, with the understanding that there is no legal relationship of any kind between them and “**APASA**”. “**APASA**” may assign, in whole or in part, the obligations and rights arising for it under this Contract, without the need for notice or approval from “THE CONTRACTOR”.

**TWENTY SECOND. PERSONAL INFORMATION**

“**THE CONTRACTOR**” undertakes to handle the personal data collected in relation to this Contract and during its term, as follows:

- I. It will collect, use, process, and transmit the personal data of the data subjects solely for the purposes indicated by “**APASA**” or when the law requires disclosure, in which case “**THE CONTRACTOR**” must immediately notify “**APASA**” and make its best effort to limit the nature and scope of the required disclosure and only disclose the minimum amount of personal data and sensitive personal data necessary to comply with the legal requirement;
- II. It will collect, use, process, and transmit the personal data and sensitive personal data in accordance with all applicable privacy, security, and data protection laws, regulations, and standards;
- III. It will notify the data subjects of the purposes for which the personal data and sensitive personal data are collected in accordance with applicable laws;
- IV. It will maintain the accuracy and integrity of the personal data and sensitive personal data of the data subjects;
- V. It will implement all reasonable and appropriate physical, technical, and administrative security measures to protect personal data and sensitive personal data against loss, misuse, and unauthorized access, disclosure, alteration, or destruction;

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VI. It will immediately notify “**APASA**” of any unauthorized treatment, use, transmission, or disclosure of personal data and sensitive personal data of the data subjects or any security incident involving personal data and sensitive personal data, including but not limited to any incident that “**THE CONTRACTOR**” reasonably believes involves unauthorized access to or disclosure of personal data and sensitive personal data of the data subjects, of which “**THE CONTRACTOR**” becomes aware; furthermore, if “**THE CONTRACTOR**” or any of its affiliates, employees, personnel, representatives, or contractors is responsible for the security incident, “**THE CONTRACTOR**” will immediately take all necessary and appropriate corrective measures to notify the data subjects whose personal data or sensitive personal data may have been affected;


VII. It will mutually cooperate with “**APASA**” to respond to any inquiries regarding practices related to the collection, treatment, use, transmission, and disclosure of personal data and sensitive personal data of the data subjects in relation to this Contract or any request for access and correction of personal data and sensitive personal data of the data subjects in accordance with applicable law and the policies of both Parties;

VIII. It will require any external representative, agent, contractor, or subcontractor to adhere to these provisions as described in this clause; and

IX. It will inform the data subjects of the purposes, legal scope of the privacy notice, and procedure for exercising their rights of access, rectification, cancellation, and opposition; and it will be the responsibility of “**THE CONTRACTOR**” to obtain their consent, in the applicable formats in accordance with current legislation. The privacy obligations of “**THE CONTRACTOR**” regarding the personal data and sensitive personal data of the data subjects will survive the termination of this Contract in accordance with applicable laws and regulations.

**TWENTY THIRD. LATENT DEFECTS:**

“**THE CONTRACTOR**” shall be responsible for the quality of “**THE WORKS**” to “**APASA**” for any latent defects that appear within one year from the date of receipt of “**THE WORKS**”.

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**TWENTY FOURTH. BREACH AND TERMINATION:**

Notwithstanding the other provisions set forth throughout this Contract, “**APASA**” may terminate this Contract for the breach of “**THE CONTRACTOR**” of any of its obligations acquired under the Contract, without the need for judicial intervention and by simply giving written notice to “**THE CONTRACTOR**”. The causes for termination of this Contract include, but are not limited to, the following:

I. If “**THE CONTRACTOR**” is delayed in the execution of “**THE WORKS**” subject to this Contract and does not communicate in writing the causes of such delay. “**THE CONTRACTOR**” shall prepare a contingency plan to address this delay. “**THE CONTRACTOR**” shall prepare a contingency plan to address this delay.

II. When “**THE CONTRACTOR**” delivers equipment with different characteristics, specifications, and/or quality than those agreed upon in this contract, except if these changes have been previously approved by “**APASA**” and provide the same or greater benefits as those specified in this contract;

III. When “**THE CONTRACTOR**” does not execute “**THE WORKS**” in accordance with the provisions of this Contract and to the complete satisfaction of “**APASA**”;


IV. When the equipment fails and is not repaired or replaced to the complete satisfaction of “**APASA**”;

V. If “**THE CONTRACTOR**” is declared bankrupt or insolvent. In the event that any of the aforementioned causes occur, “**APASA**” shall be entitled to immediately terminate the contract without any liability or to demand the forced fulfillment of the unfulfilled obligation. In both cases, without prejudice to any damages that may correspond to “**THE CONTRACTOR**”, “**APASA**” may also request the termination of the contract even after having opted for forced fulfillment, when this becomes impossible.

**TWENTY FIFTH. ENTIRE AGREEMENT**

This contract and its Annexes constitute the entire agreement of “**THE PARTIES**” with respect to its subject matter and replace all other prior agreements related to the same subject. Any modification or amendment to the terms and conditions of this Contract will only be valid and effective to the extent that both Parties agree to such modification



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or amendment in writing, which will be added to this Contract to form an integral part of it. In case of doubt or ambiguity in the interpretation of the provisions contained in this Contract, the Parties agree that all the provisions contained in the corresponding Call for Bids and its Annexes will apply to this Contract, prevailing over any interpretation that may arise from the clauses of this Contract. The provisions of the Call for Bids will be considered as an integral and binding part of this Contract, as long as they do not contradict what is stipulated herein.

**TWENTY SIXTH. NULLITY OF CLAUSES:**

“**THE PARTIES**” acknowledge and accept that the nullity of one or more clauses of this Contract does not imply the nullity of the entire Contract, so if one or more of its clauses are declared null, the provisions of this contract that are not declared null will continue in force and effect.

**TWENTY SEVENTH. WAIVER OF RIGHTS:**


No delay by “**APASA**” in exercising its rights under this contract, nor any omission in exercising them, shall be considered a waiver of its rights, nor shall any notice or demand addressed to “**APASA**” be considered a waiver of its obligations or the rights it has to take additional actions. No right, power, or remedy contained in this contract shall be exclusive of any other right, power, or remedy indicated or available by law. The tacit or express waiver by “**APASA**” of its rights or remedies in any particular instance shall not operate as a waiver of such rights and remedies in any other instance.

**TWENTY EIGHTH. NOTICES AND ADDRESSES:**

All notices and notifications that “**THE PARTIES**” must give each other in relation to this Contract shall be made in writing and with acknowledgment of receipt. For the above purposes, “**THE PARTIES**” designate the following addresses:

“**APASA**” \_\_\_\_\_.


“**CONTRACTOR**”: \_\_\_\_\_.

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Any change of address subsequent to the one indicated in the previous paragraph must be notified; otherwise, notifications will be fully effective at the previous address. **“THE PARTIES”** acknowledge that all communications of any nature, including reports, correspondence, and emails in any form used between **“THE PARTIES”** once this contract comes into effect and exclusively for its execution, will be valid and will have all their effects.

**TWENTY NINETH. FORCE MAJEURE:**

1. For the purposes of this contract, “Force Majeure” shall mean any extraordinary, unforeseeable, and unavoidable event or circumstance that is beyond the reasonable control of the Parties and that prevents, in whole or in part, the fulfillment of contractual obligations. Force Majeure events include, but are not limited to, natural disasters (earthquakes, floods, hurricanes), acts of war, terrorist acts, civil disturbances, general strikes, epidemics, pandemics, governmental actions, or other similar situations that make the execution of the contract impossible.
2. The Party affected by a Force Majeure event must notify the other Party in writing within [number of days] business days following the knowledge of the event, providing a detailed description of the nature of the event, the estimated duration, and the possible consequences on the fulfillment of its contractual obligations. Failure to notify within the indicated period may be considered a waiver of the right to invoke Force Majeure.
3. During the duration of the Force Majeure event, the obligations of the affected Party that cannot be fulfilled due to the event shall be considered suspended, without liability for that Party, provided that it has complied with the duty of notification. Other contractual obligations not affected by the Force Majeure event must continue to be fulfilled under the terms established in the contract.
4. The Party affected by a Force Majeure event must take all reasonable measures to mitigate the effects of the event and resume the fulfillment of its obligations as soon as possible. It must also keep the other Party informed about the evolution of the event and the actions taken to mitigate its effects.

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5. If the Force Majeure event extends for a period longer than [number of days/months] consecutive days/months, either Party may opt for the termination of the contract, upon written notice to the other Party with [number of days] days in advance. In case of termination, the Parties must agree in good faith on the settlement of pending obligations and the return or compensation of any amount that has been paid or received in excess.

6. Events that can be controlled or overcome through the exercise of due diligence, or those resulting from the lack of foresight, care, or adequate preparation of the affected Party, shall not be considered Force Majeure events.

### **THIRTIETH. APPLICABLE LAW AND JURISDICTION.**

1. Applicable Law: This contract, as well as all acts, contracts, and agreements entered into pursuant to it, shall be governed by and interpreted in accordance with the laws of the Argentine Republic and, in particular, by the terms and conditions set forth in the Bid Specifications of the Call for Tender and its annexes.

2. Competent Jurisdiction: For the interpretation, execution, and fulfillment of the obligations arising from this document, the parties submit to the jurisdiction and competence of the Ordinary Courts of the Autonomous City of Buenos Aires, expressly waiving any other forum or jurisdiction that may correspond to them.

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**THIRTY FIRST. ANNEXES:**

The following annexes form an integral part of this contract:

Annexes:

**Annex 001 – Technical specifications of the nitric acid plant**

**Annex 002 - SHES Requirements for Contractors.**

**Annex 003 - Contractor personnel entry control.**

**Annex 005 – Information minimum required**

**Annex 006 – Projects options**

- **Technical-Economic Proposal**
- **General Work Program**


In the Autonomous City of Buenos Aires, “THE PARTIES”, in witness whereof, sign 2 (two) copies of the same content and effect, on the xx day of the month of xxxx, 2025.

**“APASA”**

Legal Representative

**“CONTRACTOR”**

Legal Representative

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## SECTION 6. GUARANTEES

“**THE CONTRACTOR**” shall provide the following guarantees in favor of “APASA” to comply with the Guarantees requested in this Call for Bids, which must be previously approved by “APASA” in their terms and conditions and delivered to “APASA”:

- b) Advance Payment Guarantee** for 100% (One Hundred Percent) of the value of the advance payment to be delivered, including Value Added Tax, granted to ensure the proper investment of the amount delivered as an advance payment to the Awarded Bidder after the signing of the Contract. The validity of this guarantee shall be until the total amortization of the advance payment delivered and may not be canceled without the express written consent of the Convener. This guarantee must be delivered to the Convener no later than 10 (Ten) business days following the signing of the Contract
- c) Performance Guarantee** for 30% (thirty percent) of the total value of the Contract and its annexes, to ensure the strict and faithful fulfillment of all obligations of the Awarded Bidder. The validity of this guarantee shall be for the entire duration of the supply of goods and services and shall be replaced upon the delivery-reception of the goods and services by the latent defects guarantee referred to in subsection c) of this clause. This guarantee must be delivered to the Convener no later than 10 (Ten) business days following the cancellation of the Advance Payment Guarantee.
- d) Latent Defects Guarantee** for 30% (thirty percent) of the total amount executed under the Contract, to cover any defects that may arise in the goods, latent defects, and any other liability incurred, with a validity of 2 (two) years from the final acceptance to the full satisfaction of the Convener, formalized through the delivery-reception certificate of the goods and services by the Parties. This guarantee must be delivered to the Convener no later than 10 (ten) business days following the signing of the delivery-reception certificate of the goods and services and is an indispensable requirement to receive the final payment (milestone 4) mentioned in **item 20** of these terms.

“APASA” may enforce the Performance Guarantee to collect any amount that “**THE CONTRACTOR**” owes to “APASA” under the following, but not limited to, circumstances: i) any amount owed by “**THE CONTRACTOR**” to “APASA”; ii) any amount improperly paid by error by “APASA” to “**THE CONTRACTOR**”; iii) any penalties that “**THE CONTRACTOR**” must pay to “APASA”; iv) damages caused by “**THE CONTRACTOR**”; v) cost overruns of the goods; and vi) any other amount that may arise from this Contract.

This guarantee will come into effect from the date of the signing of the Contract and once the supply of the goods has been fully delivered and completed to the full written satisfaction of “APASA”, as well as the associated technical information subject to the Contract, with the “**CONTRACTOR**” waiving proportionality. This guarantee can only be canceled in writing by “APASA”.

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## 1. ANNEXES:

The annexes to be considered for this international open call for tender are listed below:

**Annex 001 - Technical specifications of the nitric acid plant.**

**Annex 002 - SHES Requirements for Contractors.**

**Annex 003 – Contractor personnel entry control.**

**Annex 004 – Procurement Process for Work and Services.**

**Annex 005 – Information minimum required**

**Annex 006 – Projects options**

Authorized Signatures.