
Notice: This document is only a courtesy translation into English of the document written in Spanish with Reference "Estudios previos Monitoreo". Therefore, in the event of any difference between the two versions, the Spanish version shall prevail.

**PREVIOUS STUDIES
INTERNATIONAL OPEN TENDER FOR MONÓMEROS 002-2024**

1. INTRODUCTION AND DESCRIPTION OF THE NEED THAT IS INTENDED TO BE SATISFIED BY THE CONTRACT.

Monómeros Colombo Venezolanos SA is a commercial company with 56 years in the petrochemical industry, a subsidiary of the Venezuelan state company, Petrochemical de Venezuela SA (Pequiven), located near the mouth of the Magdalena River in the city of Barranquilla, Colombia, being a producer of varied products such as simple and complex fertilizers, tricalcium phosphate for livestock feed and other industrial products, such as nitric acid. In 2018 it received the "*Best Company in Social Responsibility Simón Bolívar*" award. Monómeros is the second agro industrial company in Colombia producing fertilizers, covering 40% of the national market.

Monómeros has a nitric acid plant with a production capacity of 280 MTPD, which is an important product for the agrochemical industry, as it is used for the production of nitrogen-based inorganic fertilizers. However, the nitric acid manufacturing process emits N₂O, which is a greenhouse gas with a global warming potential 273 times greater than that of carbon dioxide (CO₂).¹

Monómeros has a budget authorized by the *Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)*, which it will use to finance the eventual Contract for which this tender is issued. This grant is framed in the context of the [NACAG](#) (Nitric Acid Climate Action Group) initiative, which is a project funded by the *German Federal Ministry for Economic Affairs and Climate Action (BMWK)* and for whose global implementation the GIZ has been designated.

The NACAG initiative advocates for the gradual elimination of global N₂O emissions in nitric acid production and provides all governments and plant operators with assistance on technological and regulatory issues related to the mitigation of N₂O emissions produced in this production industry. NACAG also offers financial support for the purchase and installation of emissions reduction technology and monitoring equipment at those plants that are eligible under certain criteria defined by the initiative. In this way, within the framework of the NACAG initiative, GIZ is providing

¹ <https://www.nitricacidaction.org/>

financial support to the Monómeros Company for the acquisition of continuous emissions monitoring (CEMS-DAS/DASH) technology for nitrous oxide (N₂O).

In accordance with the above, the Monómeros company is interested in contracting the supply of *Continuous Emissions Monitoring Technology* for continuous monitoring of nitrous oxide (N₂O) emissions (CEMS-DAS/DASH) for its nitric acid production plant located in the city of Barranquilla – Colombia, in accordance with the detail and technical specifications related in Annex 1A, which is an integral part of this Draft Terms and Conditions and the future contract.

2. DESCRIPTION OF THE OBJECT TO BE CONTRACTED.

Contract the “Supply of a *Continuous Emissions Monitoring System (CEMS-DAS/DASH) of nitrous oxide (N₂O)*, for the Monómeros nitric acid plant, located in the Special, Industrial and Port District of Barranquilla, Department of Atlántico – Colombia, in the context of the Nitric Acid Climate Action Group (NACAG) initiative.”

3. DETAILED SCOPE OF THE CONTRACTUAL OBJECT.

The bidder who is awarded the present selection process will undertake with Monómeros to execute each and every one of the activities and to deliver the goods described in **Annex 1A “Technical Specifications - Requirements of Goods and Services”**, which is an integral part of the present selection process and the future contract (See Annex 1A).

4. CONTRACTOR SELECTION METHOD INCLUDING THE LEGAL BASIS.

In order to satisfy the requirements defined by the subsidy contract signed with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), the process of call and selection of the supplier will be carried out under the principles established by Colombian legislation on public procurement, which for the present process corresponds to that established for the **Open Tender**, where it is determined that the most advantageous offer will be the one resulting from the weighting of elements of quality and price, supported by the scores and formulas that are indicated in the specifications definitive conditions.

5. CONTRACT VALUE

The value of the contract will be the result of the bidding process, taking into account the value of the winning bid. In any case, the final value of the contract will correspond to the goods actually delivered and received to the satisfaction of Monómeros, during the time of execution of the contract.

In accordance with article 96 of Law 788 of 2008 modified by article 138 of Law 2010 of 2019 regulated by Decree 1651 of 2021, the purchase and import of the goods required by Monómeros are exempt from all taxes, fees or contribution in accordance with the Common Utility Certificate. Said Common Utility Certificate will only be delivered to the successful supplier as an annex to the contract.

6. PAYMENT METHOD.

The contract resulting from this bidding process will be paid by the Deutsche Gesellschaft für Internationale Zusammenarbeit “GIZ” to the successful bidder, taking into account the value of the winning bid, prior approval of the contract supervisor that will be exercised by Monómeros. In any case, the offeror must consider that the total value of the contract will be paid in the following way:

- **First 1st disbursement**, corresponding to thirty-five percent (**35%**) of the value of the Contract for **advance payment**. This will become effective once the contract is signed and the advance payment guarantee and the performance guarantee/policy are delivered in favor of Monómeros.
- **2nd Disbursement:** A second disbursement will be made, corresponding to thirty percent (**30%**) of the contract value, after verification of compliance with the factory acceptance tests (FAT) and receipt of the equipment at the Monómeros facilities.
- **3rd Disbursement:** A third disbursement corresponding to twenty percent (**20%**) of the contract value will be made, after delivery and verification of compliance with the on-site acceptance tests (SAT) and completion of the on-site training courses to the designated personnel by Monómeros.
- **Final Payment:** A final payment corresponding to fifteen percent **15%** of the contract value will be made, with the signing of the delivery certificate of the continuous emissions monitoring equipment in service, in stable conditions, together with the delivery of the final documentation defined in the technical specifications.

The invoices corresponding to each of the payments must be addressed to “Monómeros Colombo Venezolanos SA”. However, payments will be made directly by the Deutsche Gesellschaft für Internationale Zusammenarbeit “GIZ” to the contractor, via bank transfer.

The corresponding invoices must meet each of the requirements demanded by “Monómeros”, as well as the requirements required by the applicable tax legislation.

Payment will be made **60 days following** the filing and acceptance of the invoice upon compliance with the established requirements.

NOTE 1: Please note that the proponent may not modify the payment conditions or percentages established in this bidding process with its offer.

NOTE 2: SPECIAL CONDITION TO TAKE INTO ACCOUNT AT THE TIME OF BILLING:

This selection process is derived from international cooperation resources of the project under Registration R-AO-23-5136 in the Presidential Agency for International Cooperation, APC Colombia, by virtue of which Monómeros SA, has the Certificate of Utility Common. Consequently, the Bidder awarded the selection process must indicate in each of the invoices issued the following note:

“In accordance with article 96 of Law 788 of 2008 modified by article 138 of Law 2010 of 2019 regulated by Decree 1651 of 2021, the purchase and import of this good is exempt from all taxes, fees or contributions of in accordance with the Common Utility Certificate CUC-37823-5136.”

7. CONTRACT TERM – ESTIMATED DURATION OF THE CONTRACT.

To guarantee the development and compliance of the activities required for the contracting of continuous monitoring technology for Nitrous Oxide (N₂O) emissions, the interested bidder **must specify in its proposal the time or period** it deems appropriate to carry out and comply with all and each of the activities described in Annex No. 1A “*Technical specifications - Requirements of Goods and Services*”. In any case, the Execution Period will be the one agreed upon between the Monómeros Society and the contractor that is awarded the contract, and will not exceed one (1) year.

8. CURRENCY OF ECONOMIC SUPPLY.

The offeror must express the price of its offer in **EUROS** in accordance with the information required and related in Form N°3 “*Economic Offer*”. Monómeros accepts the sending of the requested information in a format other than that supplied, as long as it includes each and every one of the goods and services required in the technical specifications, Requirement of Goods and Services.

Payments for the contract that is eventually signed will be made by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) to the successful supplier by bank transfer in **EUROS**.

9. LANGUAGE OF OFFER.

The offeror may present his offer in **English or Spanish**; however, it is worth clarifying that, in the event that a supplier presents its proposal in both languages (English/Spanish) simultaneously, the English language version will prevail for the purposes of evaluation and verification of participation requirements.

10. TYPE OF CONTRACT.

Select with an "x" one of the following options according to the type of contract and the need.					
Construction site:	<input type="checkbox"/>	Consultancy	<input type="checkbox"/>	Audit:	<input type="checkbox"/>
Supply:	<input checked="" type="checkbox"/>	Service Provision:	<input type="checkbox"/>	Insurance Contract:	<input type="checkbox"/>
Trading	<input type="checkbox"/>	Concession:	<input type="checkbox"/>	Other:	Describe which

11. PLACE OF EXECUTION OF THE CONTRACT.

The goods subject to this selection process must be delivered to the Monómeros facilities at the address: Vía 40 Las Flores, Barranquilla, Atlántico – Colombia.

12. OBLIGATIONS OF THE PARTIES.

12.1. OBLIGATIONS OF THE CONTRACTOR.

The bidder who is awarded the contract (contractor) will have the following obligations:

- a) Execute the contractual object with full technical and administrative autonomy.
- b) Responsible for the quality and compliance with the contractual object.
- c) Deliver to Monómeros, within the established deadlines, the documents required for the initiation and execution of the contract, such as the guarantees and other requirements established in the process documents and the contract that will be concluded.
- d) Execute the purpose of the contract that will be concluded, having sufficient technical and administrative capacity.
- e) Act with loyalty and good faith in the different contractual stages, avoiding delays and obstacles, and being obligated not only to what is expressly agreed in this contract, but to everything that corresponds to the nature of the contract, according to the law.

- f) Comply with the payment instructions and payment requirements established by Monómeros, regarding the documents required for the same and the deadline established for the submission of billing.
- g) Present the reports requested by the contract supervisor.
- h) Comply with the guidelines defined by Monómeros (procedures, technical guidelines, program manuals, resolutions, protocols, guides, instructions, formats of the Integrated Management System, etc.).
- i) Constitute the guarantees in accordance with the provisions of the contract and keep it in force for the agreed time, as well as the modifications that arise during its execution.
- j) Comply with the obligations with the social security systems in health, pension, general occupational risk system and parafiscal contributions, when applicable, and present the respective documents that prove it, according to the country of origin.
- k) Keep complete confidentiality of the information that you obtain due to your obligations and development of your activities. This is the property of Monómeros and may only be disclosed unless expressly requested by the competent authority.
- l) Comply with established good environmental practices, such as the correct separation of waste and the efficient use of resources such as water and energy, among others, whenever the Contractor company personnel carry out activities at the Monómeros facilities.
- m) The others inherent to the object and nature of the contract and those indicated by the Supervisor for the full fulfillment of the object of the contract.

12.2. MONÓMEROS' OBLIGATIONS.

1. Provide all technical information on equipment and reference drawings required for the execution of the contract.
2. Carry out the unloading and storage of the components of the abatement system at the Monómeros facilities.
3. Provide labor – technical personnel – for the assembly and start-up of the monitoring system at the Monómeros facilities, following the instructions defined by the technical assistance provided by the CONTRACTOR.
4. Demand from THE CONTRACTOR the appropriate and timely execution of the obligations of this contract.
5. Carry out supervision and monitoring of this contract.
6. Manage the payment for “THE CONTRACTOR” before the “GIZ” for the established amount and in the payment method established in the contract.

13. ACTIVITIES INHERENT IN THE SUPPLY BY THE CONTRACTOR.

Once the respective contract is signed, the future contractor must register with the Monómeros contract administration office the personnel who will enter the facilities, attending the safety talks and providing the documentation requested in this document.

The contractor must coordinate with the contract supervisor, the delivery of information, plans and necessary support at the Monómeros facilities for tours and inspection of the equipment that is the subject of the study, since said work requires a prior administrative process.

THE CONTRACTOR that is favored with the award must take into account the requirements for the entry of its personnel to the facilities of the Libertador Simón Bolívar Petrochemical Complex, which will be sent to the contractor after signing the contract.

14. CONTRACT SUPERVISION.

Monómeros will exercise control and surveillance of the execution and compliance of the contract by the Awardee (contractor), through a professional designated for this. The Supervisor will exercise comprehensive control (technical, administrative, financial, accounting or legal) over the execution of the contract, for which he may, at any time, demand from the Contractor the information he considers necessary, as well as the adoption of measures to maintain, during the development and execution of the contract.

14. SANCTIONS.

14.1 FINES:

Delay or partial non-compliance by the successful bidder (*Contractor*) in compliance with one or some of the obligations of the contract will give rise to the application of successive fines for a sum equivalent to zero point five percent (0.5 %) of the value of the contract for each day of delay, without exceeding ten percent (10%) of the total value of the contract. The value of the fines may be deducted by Monómeros from the balance in favor of the CONTRACTOR, if any, with respect to this contract or any legal or business relationship between the parties. If there is no such balance, the respective claim will be made to the insurer that issued the guarantee of compliance with the contract. Monómeros will take the relevant actions before the competent jurisdiction when required.

14.2 PECUNIARY CRIMINAL:

In the event of a declaration of **total or partial non-compliance** with the obligations of the contract, the supplier who is awarded the contract (Contractor) will recognize Monómeros as a pecuniary penalty clause as an advance estimate of damages, a sum equivalent to up to ten percent (10%) of the value. total of the CONTRACT, a sum that will be effective, upon declaration of non-compliance, directly to offset the balances owed to the CONTRACTOR if any with respect to this CONTRACT, or if this is not possible, the Performance Guarantee may be made effective, Likewise, you may go to the competent jurisdiction, including coercive jurisdiction.

PARAGRAPH: The Penal Clause does not exclude compensation for damages not covered by the application of this sanction.

15. INDEMNITY:

The successful bidder (Contractor) will hold Monómeros harmless against all claims, demands, legal actions and costs that may be caused or arise from damages or injuries to persons or properties of third parties, caused by the contractor in the execution of the object and contractual obligations. In the event that a claim, demand or legal action is filed against Monómeros, for matters that according to the contract are the responsibility of the contractor, the latter will be notified as soon as possible so that at its own expense it can promptly adopt the measures provided for by law to maintain harmless to the Monómeros company. The successful bidder (Contractor) will be responsible for all damages caused to Monómeros caused by its fault or that of its subcontractors or dependents and will recognize and pay the value of such damages or will proceed to properly repair them.

16. PROOF OF COMPLIANCE SECTOR ANALYSIS

It is recorded that the Monómeros company fulfilled the duty of analyzing and knowing the sector related to the object of this process in accordance with the provisions of article 2.2.1.1.1.6.1 of the Single Regulatory Decree No. 1082 of 2015. *(See analysis of the sector annexed to this previous study.)*

17. CONDITIONS TO PARTICIPATE IN THE INTERNATIONAL OPEN BIDDING.

Legal entities may participate in this process. *(National or foreign)* considered legally capable in accordance with current provisions. Consortia, temporary unions and promises of future partnerships may also participate. In any case, the offeror must not be subject to the prohibitions, inabilities or incompatibilities to contract, indicated by the constitution and the Colombian Law, a statement which is understood to be made under the gravity of an oath with the sole filing of the proposal and the subscription of the respective format.

18. PROHIBITED PRACTICES IN ACCORDANCE WITH GIZ POLICIES.

The proposers, as well as all the materials and equipment that are contained in the proposals and are intended to be used in the execution of the Contract, must have a country of origin that is not found in any standards, regulations and/or current list of countries sanctioned and/or embargoed by the European Union or the United Nations.

For this purpose, bidders must sign the Form called ***“Manifest of No Impediment to Participate.”***

19. EXPRESSION OF INTEREST.

Interested bidders within **three (3) business days** upon the publication of the Definitive Terms and Conditions and the Opening of the International Open Tender, they must **STATE IN WRITING** their interest in participating in this selection process, through a communication sent to the email licitacionabatimiento@monomeros.com.co in order to form a list of *“possible proposers”* and participate in the hearings and the in-person site visit to the nitric acid plant scheduled by Monómeros, on the dates and deadline established in the process schedule.

The communication must contain at least the following information:

- Name of the offeror. (Foreign National Legal Person).
- Identification number of the offeror (Legal Entity).
- Purpose of the tender in which you wish to participate.
- Express expression of your interest in participating in the International Open Tender.

20. SITE VISIT TO THE NITRIC ACID PLANT.

Interested bidders, on the date and time established in the Schedule of this selection process, may **visit the facilities of the Monómeros nitric acid plant**, with the purpose of resolving technical concerns and verifying the conditions of field service. It is clarified that this visit will be **optional** for Suppliers, who may present proposals and ask questions to Monómeros even without having visited the Plant.

Within the term established in the schedule for the site visit at the Nitric Acid Plant, interested suppliers must send in writing and via email their expression and interest in participating in it, expressing the following:

1. The general data of the supplier (Name, identification number, email, contact telephone number);
2. Name of the person(s) who will attend, with their identification documents (citizenship card, passport);

3. Certification of affiliation to Occupational Risks or its equivalent document that is applicable depending on the country of origin, with respect to each of the parties interested in the visit.

All of the requirements that will be required to enter the plant will be provided and communicated individually to the emails of the interested suppliers, indicated in each of the statements.

Without prejudice to the above, these documents must be sent in digital format to the email licitacionabatimiento@monomeros.com.co on the date of the visit and displayed at the request of Monómeros staff, who will review them and, if applicable, approve entry to the company.

If you do not send and/or display the documents/personal protective equipment required by Monómeros, Monómeros will not allow the supplier's representative(s) access to the Plant to carry out the site visit.

Monómeros will generate a record corresponding to the visit, which will contain the date and time of the visit, the places and/or facilities visited in the Plant, the attendance list of the suppliers, the name and position of the person who came on behalf of them, as well as the name and position of the Monómeros collaborators who attended the visit. These minutes will be published on the Website.

The costs and expenses associated with the visit will be assumed exclusively by each of the interested bidders. Monómeros will not refund or recognize any sum of money for this concept.

21. CRITERIA FOR SELECTING THE MOST FAVORABLE OFFER.

21.1 PARTICIPANTS.

The following may participate in this selection process, as long as they meet the conditions required in the Tender Document and are not subject to causes of inability or incompatibility: i) individually, **national or foreign legal entities**, which are duly constituted, previously at the closing date of the process and/or jointly, in any of the forms of association provided for in article 7 of Law 80 of 1993 (**Consortiums, temporary unions or promises of future partnership**) formed by the legal entities under the conditions provided above, whose corporate purpose allows them to comply with the purpose of the Contract.

All Proposers must:

- a) Have legal capacity to present the Proposal.
- b) Have legal capacity to enter into and execute the contract.
- c) Comply with the validity of the company at the time of presentation of the offer, which must be at least **equal to the estimated term of the contract and two (2) more years.**

- d) Not being in a mandatory liquidation process, concordat or any other bankruptcy process according to the applicable law; said affirmation will be understood to be provided with the subscription of the Letter of presentation of the proposal.
- e) Not be reported in the Bulletin of Tax Responsible Parties according to the country of origin.
- f) Not be subject to any of the causes of disqualification, incompatibility, conflict of interest provided for in the Colombian Law and the Constitution, as well as in the contracting prohibitions provided for by the Monómeros Company.

NOTE: A legal entity may NOT present more than one offer for the same contractual process, individually or as a member of a consortium or temporary union or any other associative form. In the event that this prohibition is incurred, by itself or through an intermediary, Monómeros will not take into account any of the offers and the proposals will be **REJECTED**.

21.2 CONSORTIA, TEMPORARY JOINTS, PROMISE OF FUTURE PARTNERSHIP.

The proponents may participate as a consortium, temporary union or promise of a future partnership, being jointly and severally liable for the obligations derived from the proposal and the contract that may apply in both cases. The sanctions derived from the eventual non-compliance with the obligations derived from the proposal and the contract, for the temporary union, will be imposed in accordance with the participation in the execution of each of the members. For the consortium, the actions, facts and omissions that occur will affect all its members.

Corresponding formation document must be attached with your proposal, duly completed and signed for each particular case.

The term of duration of each of the members of the Consortia or Temporary Unions will not be less than the term of execution of the contract and two (2) more years.

The legal entities that are members of a Consortium or Temporary Union must individually prove all the **qualifying requirements** required here, except for the exceptions contemplated in this document.

21.3 CAUSES OF DISABILITY, INCOMPATIBILITY AND CONFLICT OF INTEREST.

The OFFEROR interested in participating in this call may not be subject to any of the causes of inability, incompatibility and conflicts of interest to contract in accordance with the provisions of articles 8 and 9 of Law 80 of 1993, article 18 of Law 1150 of 2007, Law 1474 of 2011, and other regulations applicable to the matter.

In the same sense, the causes and conditions established by the company Monómeros must be taken into account, in relation to the participation and execution of contracts, whose suppliers have presented some type of total or partial non-compliance and that therefore have caused economic damages or operational to society.

21.4 MINIMUM QUALIFYING REQUIREMENTS.

Proponents must present the documents listed below in order for the proposal to be **ENABLED**, without prejudice to the fact that in the absence of these it can be corrected until the date established for this in the schedule. Monómeros will proceed to verify and evaluate the legal, financial, organizational and technical conditions of those interested in participating. These requirements do not give a score and Monómeros will verify them as **COMPLY/NOT COMPLY**. In the following way:

EVALUATION CRITERIA	CONCEPT
LEGAL CAPACITY	COMPLIANT/NOT COMPLIANT
FINANCIAL CAPACITY	COMPLIANT/NOT COMPLIANT
ORGANIZATIONAL CAPACITY	COMPLIANT/NOT COMPLIANT
TECHNICAL CAPACITY	COMPLIANT/NOT COMPLIANT
RESULT	<u>ENABLED/NOT ENABLED</u>

Monómeros will publish a Preliminary Evaluation Report on the date established in the schedule, which will only cover the evaluation of the minimum qualifying requirements.

I. LEGAL CAPACITY (COMPLY/NOT COMPLY).

In order to verify the legal capacity of interested bidders, the following documents and requirements must be provided with the proposal:

- a) **Anti-corruption commitment (Form 1).** The Offer must be accompanied by this document, signed by the Bidder, which is understood to be given under the seriousness of the oath and considering that it is not immersed in any of those causes provided for in Colombian law.
- b) **Manifest of No Impediment to Participate (Form 2),** the proposer or each of the members in the case of plural proposer must complete the form in question which must be signed by the legal representative of the legal entity. In the event of fines, the proponent must inform and relate the pertinent information.
- c) **Offer presentation letter (Format 4).** The OFFERER must complete following the respective format and attach the letter of presentation of the proposal, duly signed by: The legal representative for legal entities; the person designated to represent it in the case of a Consortium or Temporary Union, or the duly constituted representative. By signing the document in question, the offeror declares under the seriousness of the oath that he is not subject to any cause of incompatibility and/or inability to present the offer and expressly accepts and agrees to the procedures, contents and reciprocal obligations established in the selection process. Whoever signs the proposal cover letter must:
 - In case of being **a legal entity**: Have the status of legal representative or attorney-in-fact of the proposer, with express power to act in its name and representation. In the latter case, the power of representation must include those of presenting the proposal, celebrating the contract (if awarded) and liquidating it.
 - If it is **a consortium or temporary union**: Have the capacity of representative of the consortium or temporary union, with the express power to act in its name and representation. Such power of representation must include the power to present the proposal, conclude the contract (if awarded) and settle it.

NOTE: In the event that the offer is presented through a representative, he or she must be duly authorized to participate in the selection process and sign the contract derived from it.

The cover letter must meet the following requirements: 1) it must contain all the statements and declarations contained in Annex No. 1. 2) The proponent may NOT indicate conditions different from those established in the specifications. 3) The proposal submitted as a condition to celebrate the contract will be rejected.

d) **Certification of the Legal Entity (Form 5).** This Annex must be delivered duly signed and completed.

e) **Capacity, existence and legal representation.** Legal entities must prove their existence and legal representation with the appropriate document issued by the competent authority in the country of their domicile **no earlier than three (3) months** from the date of presentation of the Offer, which states that the legal representative It has no limitations to contract obligations on behalf of the legal entity, or by providing the corresponding authorization or document from the direct corporate body that authorizes it. With this document it will be verified:

- The date of issuance of the certificate of existence and legal representation **no more than three (3) months prior** to the closing date of the term of this process.
- That the purpose of the company includes the main activities that are the subject of this process or allows the execution of the respective contract.
- The duration of the legal entity (singular / plural) must be at least **equal to the estimated term of the contract and two (2) more years.**
- If the legal representative of the company has restrictions on contracting obligations on behalf of the company, he must demonstrate sufficient authorization from the respective competent corporate body to contract obligations on behalf of the company.
- In the case of a consortium or temporary union (legal entities), each of the members must present this certificate with the requirements established above.
- If the offer is presented in the name of a Branch, the Certificates of both the Branch and the Main House must be attached.
- If the proponent is a legal entity that is not legally required to register with the Chamber of Commerce, it must submit the appropriate legal document that certifies its existence and representation or recognition of legal personality, with an issue date of no more than (30) calendar days on closing of the contractual process.

FOREIGN LEGAL PERSONS

In the case of **foreign legal entities**, they must prove their existence and legal representation with the appropriate document issued by the competent authority in the country of their domicile no earlier than three (3) months from the date of presentation of the Offer, which states their existence, date of incorporation, purpose, duration, name of legal representative, or name of the person who has the capacity to bind it legally, and its powers, expressly stating that the

representative has no limitations to contract obligations on its behalf, or providing the corresponding authorization or document from the direct body that authorizes it.

In the event that the foreign interested party does not have a document that contains all the information, they must present the documents that are necessary to prove what is requested in this section issued by the respective competent authorities. If part of the requested information is not incorporated in the aforementioned certificate or document, or if this type of certificate or document does not exist, in accordance with the laws that govern these aspects in the country of origin, headquarters of the interested party, the information It must be presented in **an independent document** issued by the representative of the highest management body of the company indicating that there is no authority or body that certifies what is requested in this section; and the capacity to bind and represent the company of the person making the declaration and of the other persons who may represent and bind the company, if any.

If the proposal is signed by a **foreign legal entity through the branch that is open in Colombia** or by its representative, the legal capacity of the branch or its representatives must be proven by presenting the certificate of existence and legal representation issued by the Chamber of Commerce of the city of the Republic of Colombia in which the branch is established, whose date of issue must be within thirty (30) days prior to the date scheduled for the closing of the selection process. .

f) Constitutive document of the consortium or temporary union or promise of a future partnership if the proponent is plural (Form 6)

When the proposal is presented in a consortium or temporary union, the document signed by its members must be attached, which demonstrates strict compliance with the provisions of article 7 of law 80 of 1993, which must:

- a. Expressly indicate whether your participation is as a consortium or temporary union.
- b. Designate the person, who for all purposes will represent the consortium or temporary union.
- c. Point out the basic rules that regulate the relationships between the members of the consortium or temporary union and their respective responsibilities.
- d. Specify the percentage of participation of each of the members.

In the case of the Temporary Union, the terms and extent of participation in the proposal and its execution, and the obligations and responsibilities of each one in the execution of the contract (ACTIVITIES), the may not be modified without the prior consent of Monómeros.

The members of the consortium or temporary union **cannot assign their rights to third parties** without obtaining the prior, express and written authorization of Monómeros. In no case may there be a transfer of the contract between those who make up the consortium or temporary union.

NOTE: For the presentation of the documents that are stated as legal enabling requirements, each of the members of the Consortium or Temporary Union must accompany them and/or accredit them individually, without prejudice to the constitution document of the Consortium or Temporary Union.

g) Authorization of the corporate body. If there are statutory limitations on the powers of the legal representative, the respective authorizations to carry out this selection process, the contract and all directly or indirectly related activities.

In the event that the content of the certificate issued by the Chamber of Commerce refers to the statutes of the Company to establish the powers of the Legal Representative, the offeror must attach a copy of the pertinent part of said statutes, and if it appears from these Since there is a limitation to present the proposal in terms of its amount, the specific authorization given by the Board of Members or the Social body that has that function must also be attached to participate in this process and sign the contract.

h) Duly constituted power. In the event that the proposal cover letter is presented through a representative, the latter must be duly authorized to present it, as well as attend and participate throughout the selection process. When they participate **in a Consortium or Temporary Union**, they may designate a single common representative and, in such case, the presentation of the document establishing the Consortium or Temporary Union, signed by all the members, will be sufficient for all purposes.

i) Minutes of the shareholders' meeting in the event that the powers of the legal representative are limited due to the nature or amount of the legal transaction.

j) Certification of compliance with your obligations with the comprehensive social security system and parafiscal contributions (Form 7).

The proponent of National origin must prove payment of obligations with the Comprehensive Social Security System (health, professional risks and pensions) and parafiscal contributions (Family Compensation Funds, Colombian Institute of Family Welfare ICBF and National Learning Service SENA). , of the six (6) months prior to the presentation of the proposal.

NOTE: In the case of **foreign proponents without domicile or branch in Colombia** and in whose country of origin there is no obligation to make parafiscal contributions and to the social security system, this circumstance must be indicated in a document signed under the severity of an oath by the legal representative of the legal entity, consortium or temporary union.

In the case of consortia or temporary unions, each of their members when they are legal entities incorporated in Colombia, must independently present **said** certification issued by the respective Legal Representative or Statutory Auditor, as appropriate.

In the event that the proponent does not have personnel in charge and therefore is not obliged to make payment to the Social Security System and parafiscal contributions in relation to personnel, it must indicate this in the certification issued by the Fiscal Auditor or by the Legal Representative or by the natural person proposer, as the case may be, the latter under the severity of the oath, which is understood to be taken with the presentation of the offer.

k) Judicial, fiscal and disciplinary records. This certificate must be issued by the competent authority, according to the country of origin. Monómeros, will verify in the latest bulletin of responsible parties issued by the Comptroller General of the Republic of Colombia, the Attorney General's Office and the National Police, that the proponent and each of its members when it is a Consortium or Temporary Union, is/are not reported in said bulletin.

In the case of **foreign proposers without domicile or branch in Colombia** and in whose country of origin there is no state entity that certifies the absence of the described background or its equivalence, these circumstances must be indicated as the declaration of not having a background that implies inability to contract in a document signed **under the gravity of oath** by the proponent, legal representative of the legal entity, as an individual proponent or as a member of the plural proponent. **Format 10.**

l) Photocopy of the citizenship document and/or its equivalent. The legal representative of the offering legal entity must present a copy of the citizenship document, or immigration document as appropriate, showing only the front of the document (Part where the image of the person is located).

If the proposal is presented in a consortium, temporary union or any other form of plural proponent, copies of the citizenship documents or identification document of the legal representatives of each of the companies or companies that make up the plural proponent must be attached, as well as that of the designated representative.

II. FINANCIAL CAPACITY (COMPLY/NOT COMPLY).

To verify financial capacity, proposers must complete **Form 9-** Accreditation of the Bidder's Financial and Organizational Capacity, which must be completed in its entirety with the financial information, duly signed by the Legal Representative, the Statutory Auditor or the Public Accountant of the participating legal entity, as appropriate.

Offerors must present the financial capacity indicators requested in Form 9, in accordance with the legislation of their country of origin. These financial capacity indicators seek to establish minimum conditions that reflect the financial health of the bidders through their liquidity and indebtedness. These conditions show the bidder's ability to timely and fully comply with the purpose of the contract. Thus, the Proposer must prove its financial capacity with the following indicators:

INDICATOR	FORMULA	REQUIRED INDICATOR
LIQUIDITY INDEX	CURRENT ASSETS / CURRENT LIABILITIES	Greater than 0.24
DEBT RATIO	TOTAL LIABILITIES/TOTAL ASSETS	Less than 1.01

Liquidity Ratio = Current Assets / Current Liabilities, which determines the ability of a proponent to meet its short-term obligations.

Debt Index = Total Liabilities / Total Assets, which determines the degree of debt in the financing structure (liabilities and equity) of the proponent.

Note 1: It is considered that the offeror meets the requested financial capacity and is authorized to continue in the process, if it obtains the minimum result previously established, in each indicator.

Note 2: In the case of Consortia or Temporary Unions, the procedure to calculate the indicators with relative values will be done with weighting of the components of the indicators, that is, each of the members contributes the total value of each component of the indicator **according to the percentage of their participation** in the consortium or Temporary Union. When it comes to indicators with absolute values, it will be verified with the sum of the indicators of the proponents without taking into account the percentage of participation.

The procedure to calculate the Liquidity and Debt indicators will be done with weighting of the components of the indicators, that is, each of the members contributes the total value of each component of the indicator according to their participation in the consortium or Temporary Union.

$$(ii) \text{indicator} = \frac{(\sum_{i=1}^n \text{First component of the indicator}_i * \text{participation percentage}_i)}{(\sum_{i=1}^n \text{Second component of the indicator}_i * \text{participation percentage}_i)}$$

III. ORGANIZATIONAL CAPACITY (COMPLY/NOT COMPLY).

Organizational capacity is the ability of a bidder to timely and fully comply with the object of the contract based on its internal organization. The profitability indicators to measure the organizational capacity of a proponent are the following:

INDICATOR	FORMULA	REQUIRED INDICATOR
Return on Equity	OPERATIONAL PROFIT / TOTAL EQUITY	Greater than or equal to 0.04
Asset Return	OPERATIONAL PROFIT / TOTAL ASSETS	Greater than or equal to 0.02
Portfolio turnover (in days)	ACCOUNTS RECEIVABLE*360 / SALES	Less than 181

Return on equity = Operational Profit / Equity, which determines the profitability of the proponent's equity, that is, the capacity to generate operational profit for each peso invested in the equity.

Return on assets: Operational Profit / Total Asset, which determines the profitability of the proponent's assets, that is, the capacity to generate operational profit for each peso invested in the asset.

Portfolio turnover in days: Accounts receivable*360 / sales, which determines the collection efficiency of the portfolio.

The Bidders must present the financial information listed above, completing **Form 9** - Accreditation of the Bidder's Financial and Organizational Capacity. Monómeros reserves the right to require the presentation of updated and audited Financial Statements from suppliers who submit offers.

In the case of Consortia or Temporary Unions, the formula to determine the financial indicators according to the Manual to determine and verify the enabling requirements in Colombian Contracting Processes is:

$$(ii) \text{indicator} = \frac{(\sum_{i=1}^n \text{First component of the indicator}_i * \text{participation percentage}_i)}{(\sum_{i=1}^n \text{Second component of the indicator}_i * \text{participation percentage}_i)}$$

In this option, each of the members of the offeror contributes to the total value of each component of the indicator, according to their participation in the figure of the plural offeror. The result must meet the requested margin.

NOTE 1: When the proposer does not comply with any of the organizational capacity indicators, the proposal will be considered **NOT ENABLED**, therefore, it will not continue in the selection process.

IV. TECHNICAL CAPACITY (COMPLY/NOT COMPLY).

a) EXPERIENCE OF THE PROPOSER.

The interested bidder is required to prove specific experience related to the purpose of this selection process, as follows:

No.	ENABLING TECHNICAL REQUIREMENT	MEANS OF VERIFICATION
1.	The Bidder ² must provide at least two (2) contracts or equivalent documents ¹ , in which, within their object, scope and/or lists of activities, experience in supply and technical assistance for the implementation of security systems is evident continuous emissions monitoring (CEMS) of nitrous oxide (N ₂ O).	Delivery of contract certificates, order forms, contract completion minutes, customer references, etc.
2.	Bidder ² must provide at least two (2) factory training certificates , which demonstrate that it has <u>qualified personnel</u> to provide technical support in the configuration, commissioning and maintenance of the gas analyzer of nitrous oxide (N ₂ O).	Delivery of factory training certificates for the personnel who will provide technical support.
3	Bidder ² must offer a guarantee of at least two (2) years against manufacturing defects of the equipment that makes up the continuous emissions monitoring system (CEMS-DAS/DASH), which covers spare parts, accessories and other contracted goods. This guarantee will begin to apply from the date of satisfactory delivery. Therefore, through this guarantee this proponent will be obliged to replace any component of the system that is required due to manufacturing defects or poor quality.	Include in the proposal, as an individual document, signed by the legal representative.

Proposers must fill out **Form 8** Experience of the Bidder (Enabling requirement) attaching the required supports to accredit the experience referenced in criterion No. 1.

NOTE 1: Certifications issued by third parties will be accepted; liquidation minutes; records of definitive receipt or satisfaction, record of termination of contracts, order or service orders as documents equivalent to a Contract. It should be noted that, in order to be accepted as verifiable experience, these documents must allow the following information to be extracted within the body of the document:

- a) Object of the contract.
- b) Contract Number. (Yes it exists).
- c) Name of the contracting Entity or Company.
- d) Name of the contractor who executed the contract. If it was executed in a temporary union or consortium, identify the members and their percentage of participation.
- e) Signature of the competent person.

Activities or work carried out that certify experience in supply and technical assistance for the implementation of continuous emissions monitoring systems (CEMS-DAS/DASH) of nitrous oxide (N₂O).

NOTE 2: Experience through Strategic Allies The offeror (singular or plural) may relate in its proposal for compliance with these qualifying requirements, the specific experience of its “**Strategic Allies**”, which must comply with the object or activities described in this section and against which it must guarantee (*in the event of being awarded*), its participation in the execution of the future contract.

NOTE 3: Experience of the plural proposer: The experience of the plural offeror corresponds to the **sum** of the experiences accredited by each of the members of the plural proposer. Any of the plural bidders may prove experience in supply and technical assistance for the implementation of continuous emissions monitoring systems (CEMS-DAS/DASH) for nitrous oxide (N₂O).

If, based on the supporting documents for each contract, the proponent does not prove all the information detailed above, the contract will not be taken into account to evaluate the specific experience of the proponent, to comply with the minimum requirements or for evaluation purposes.

NOTE 4: Experience certifications are considered issued under the severity of the oath. Monómeros reserves the right to verify during the evaluation and until the award the information provided by the bidder and request the supports it deems appropriate such as: copies of the contracts, settlement minutes, etc., without the bidder being authorized to do complement, add or improve your proposal.

NOTE 5: The experience provided that fails to comply with any of the established rules WILL NOT BE taken into account for the evaluation.

NOTE 6: Guarantee for manufacturing defects: The bidder will certify by means of a letterhead document signed by the legal representative or whoever acts in his place, guaranteeing compliance and the future promise of this guarantee.

The successful bidder must update the date of issuance of the factory warranty certification and it will be delivered within five (5) business days prior to delivery to the satisfaction of the project, on letterhead, with a minimum time of two (2) years signed by the legal representative or whoever acts in his/her place, with contact information, so that Monómeros can verify the information provided.

22. WEIGHTING FACTORS OF OFFERS (SCORE ASSIGNMENT).

ENABLED criterion in each of the qualifying requirements established in the specifications will be taken into account for the evaluation and qualification of the proposals, in accordance with the selection and award factors and criteria established below, which will determine the ORDER OF ELIGIBILITY of the PROPOSALS.

The weighting factors will be applied only to offers that have been “**ENABLED**” in the legal, financial, technical and organizational capacity verifications, as the case may be, and are not subject to any cause for rejection.

In accordance with the selection factors established in this chapter, the bidder that presents the most favorable offer for Monómeros will proceed, that is, the one that obtains the **highest score** in the evaluation of the additional technical criteria and the economic factor, which will have a weight of 70% and 30% respectively.

The weighting will be carried out on the basis of THOUSAND (1000) POINTS, applied to the following factors:

WEIGHTING FACTORS	MAXIMUM POSSIBLE SCORE
1. SCORE ADDITIONAL QUALITY FACTORS	700 POINTS
2. ECONOMIC FACTOR – PRICE	300 POINTS
TOTAL SCORE WEIGHTING FACTORS	1,000 POINTS

22.1 ADDITIONAL QUALITY FACTOR OF GOODS AND SERVICES.

Given the specialty and technical complexity of the main goods and services that Monómeros wishes to acquire with this contract, it is intended to guarantee that the future contractor has the suitability and technical experience to efficiently, optimally and accurately address requests for technical support and warranty that arise once the Nitrous Oxide Gas Monitoring System is put into operation. This support will be reflected in a reliable, specialized and high quality technical service.

Offers that do not cover all goods and services and with the required technical specifications will be rejected and will not be technically evaluated. “It is an essential requirement for it to be considered solvent that the Technical Proposal includes at least what is requested in Annex 1A.” Technical specifications – Requirements of goods and services”.

Below are the criteria for the Evaluation of the technical factor that will be used to evaluate the technical proposals of the bidders. It is reiterated that these are **additional criteria** to the minimum technical requirements; therefore, the proponent must guarantee with its proposal the commitment to supply them once the respective contract is signed.

1. ADDITIONAL QUALITY OF THE GOODS - MAXIMUM POSSIBLE SCORE: 700 POINTS.

	100 points
a) Extended warranty on emissions monitoring system equipment.	<p>The bidder who offers an extended warranty equal to or greater than three (3) years will be assigned the maximum score (100 points).</p> <p>The others will be assigned points proportionally, as long as they guarantee a minimum of two (2) years.</p>

	<p>To assign the score, the offeror, through its legal representative or attorney-in-fact, will express in writing its <u>commitment to comply with the additional guarantee offered.</u></p> <p>Those who do not make the offer in the terms described here will be assigned zero (0) points.</p>
<p>b) Additional Emissions Monitoring System Preventive Maintenance Service</p>	<p style="text-align: center;">150 points</p> <p>The bidder that offers the additional preventive maintenance service to the emissions monitoring system, after start-up, will be assigned a score according to the time and maintenance visits offered (e.g. 1 or 2 maintenance visits during 1 or 2 years), the highest score will be assigned to the bidder that offers the longest time and to the rest proportionally.</p> <p>To assign the score, the proposer must attach the additional service offered in the offer, through a document that certifies its commitment.</p> <p>Those who do not make the offer in the terms described here will be assigned zero (0) points.</p>
<p>c) Additional CEM-DAS/DAHS technical support or assistance.</p>	<p style="text-align: center;">150 points</p> <p>The bidder that provides additional on-site technical support for one (1) year after the start-up of the emissions monitoring system will be assigned the maximum score and the others will be assigned points proportionally, as long as they guarantee the minimum required in Annex 1A.</p> <p>To assign the score, the contestant must attach the additional service offered in the offer.</p> <p>Those who do not make the offer in the terms described here will be assigned zero (0) points.</p>
<p>d) Specific experience additional to</p>	<p style="text-align: center;">300 points</p> <p>The contestant who proves experience equal to or greater than four (4) supply and technical assistance projects in similar applications will be assigned the maximum score and the others will be assigned points</p>

the minimum required.	<p>proportionally, as long as they prove experience of a minimum of two (2) projects.</p> <p>To assign the score, contestants must attach documentary evidence that guarantees the offer.</p> <p>Those who do not make the offer in the terms described here will be assigned zero (0) points.</p>
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22.2 ECONOMIC FACTOR – ECONOMIC PROPOSAL (Maximum possible score: 300 POINTS).

The economic evaluation factor will assign a maximum of 300 points in accordance with the **Lowest Value formula** defined in the specifications. This method consists of establishing the lowest value Offer and assigning points based on the proximity of the Offers to said lowest value Offer, as a result of applying the formulas indicated below. To apply this method, Monómeros will determine the lowest value of the valid Offers and will carry out the weighting, according to the following formula:

$$PFEi = 300 \times \frac{Vmin}{Vi}$$

Where,

PFEi = Score of the economic factor that corresponds to the offer i.

V min = Lowest economic value among valid Offers.

Vi = Economic value without decimals of the offer i.

In this case, the absolute value of the difference between the lowest value and the value of the Offer will be taken, as seen in the weighting formula.

For all the methods described, up to the seventh (7th) decimal of the value obtained as a score will be taken into account. Monómeros reserves the right to carry out an arithmetic verification of the economic offers.

The requested requirements are expressed in the documents called Technical Annex, Previous Studies and in the specifications, the proposal must be made guaranteeing compliance with all the minimum technical specifications described.

The values of the proposal must be expressed in **EUROS**.

ENABLED and not rejected proposals will be taken into account.

The offeror must take into account when presenting the proposal, all the costs and expenses involved in the execution of the project, Monómeros will understand that they are implicit in the total value offered.

23. TIEBREAKER CRITERIA.

In the event of a tie in the total score of two or more offers, Monómeros will use the following rule to select the favored offeror: The score obtained by each offeror in the evaluation criteria of:

- a) Extended warranty on emissions monitoring system equipment.
- b) Additional preventive maintenance service for the emissions monitoring system.
- c) Additional support or technical assistance CEM-DAS/DAHS.
- d) Specific experience additional to the minimum required.

In this way, the supplier with the highest score resulting from the sum of the scores of the two criteria mentioned above will be favored.

24. RISK ANALYSIS AND THE WAY TO MITIGATE IT.

Monómeros classified, estimated and assigned the risks of this contract. The risk matrix contemplates the identification, description of the risks, evaluation (impact and its probability of occurrence) and the control mechanisms that generally exist for the goods, works and/or services that are desired to be contracted.

The matrix contemplates the identification, description of the risks, evaluation (impact and its probability of occurrence) and the control mechanisms that generally exist for the goods, works and/or services that are desired to be contracted. *(See Annex document – Risk Matrix).*

25. GUARANTEES THAT MONOMEROS INTENDS TO REQUIRE IN THE EXECUTION OF THE CONTRACT.

The bidder who is awarded the Contracting Process must present **a guarantee** for compliance with the obligations derived from the Contract that is signed in the following way:

WARRANTY	PERCENTAGE
GOOD MANAGEMENT AND CORRECT INVESTMENT OF ADVANCE PAYMENT	<p>For one hundred percent (100%) of the sum of money established as an advance. This guarantee must necessarily be a BANK GUARANTEE.</p> <p>This guarantee is an essential requirement to receive the advance payment corresponding to the first payment milestone of the eventual contract.</p>
COMPLIANCE	<p>For ten percent (10%) of the total value of the supply contract signed with the supplier that is awarded, valid for the total execution period of the contract and two (2) more months. This guarantee can be a BANK GUARANTEE OR A POLICY GUARANTEE.</p> <p>The successful supplier must present in favor of Monómeros Colombo Venezolanos SA, a guarantee that will guarantee compliance with the obligations arising from the signing of the contract and that will cover the company from direct damages derived from total or partial non-compliance with the obligations, as well as of its late or defective compliance, when they are attributable to the future contractor.</p> <p>In addition to these risks, this protection will always include the payment of the value of the fines and the pecuniary penalty clause agreed in the contract.</p> <p>This guarantee is an essential requirement to begin the execution of the activities and obligations defined in the contract.</p>
BANK GUARANTEE FOR HIDDEN DEFECTS AND DEFECTS	<p>For thirty percent (30%) of the total value of the Contract, to be liable for defects resulting in the goods, hidden defects and any other liability incurred. This guarantee must necessarily be a BANK GUARANTEE.</p>

This guarantee is an essential requirement to receive the last payment milestone of the eventual contract.

The validity of this guarantee will be 3 years from the final receipt to the complete satisfaction of Monómeros, which is formalized through the delivery-receipt document of the goods and services by the Parties.

Table 2. Guarantees that will be required from the supplier who is awarded the contract, after signing the contract.

Note 1: The guarantees of “*Good management and correct investment of the advance payment*” and the “*Bank Guarantee for Hidden Defects and Vices*” must be **BANK GUARANTEES**; the “*Performance*” guarantee can be a bank guarantee or a policy guarantee.

Note 2: The guarantees mentioned above **will only be required once the contract is signed** with the successful supplier.

Note 3: The risks covered by the guarantees are intended to guarantee compliance with the obligations acquired by the successful supplier in favor of Monómeros and third parties that may be affected by the execution of the contract, due to: «(i) the subscription of the contract; and (ii) the risks to which Monómeros is exposed, derived from the execution of the contract.

Brayaham Villa

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