

**TENDER DOCUMENTS**

**INTERNATIONAL OPEN TENDER  
MONÓMEROS 002-2024**

**PURPOSE OF THE SELECTION PROCESS:**

*Contract the "Supply of a continuous emissions monitoring system (CEMS) of nitrous oxide (N<sub>2</sub>O), 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."*

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**Notice:** This document is only a courtesy translation into English of the document written in Spanish with Reference "Pliegos definitivo de condiciones Sistema de Monitoreo - CEMS-DAS-DASH". Therefore, in the event of any difference between the two versions, the Spanish version shall prevail.

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### **INITIAL RECOMMENDATIONS TO INTERESTED BIDDERS**

This selection process has been prepared following the postulates defined in the Public Procurement Regime in force in Colombia, and which may be applicable to private companies and companies incorporated in Colombia, as well as in the provisions contained in the Subsidy Contract signed between Monómeros Colombo Venezolanos SA and *Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)* .

This document constitutes the draft specifications and its publication is carried out through the website: <https://www.monmeros.com.co/international-open-tender-for-the-supply-of-nitrous-oxide-n2o-cems-dash-monitoring-system/> which does not commit the company Monómeros Colombo Venezolanos SA (hereinafter Monómeros) to maintain the content and technical specifications defined here, until the final specifications are issued and the process is definitively opened within the times stipulated in the schedule of this selection process.

Due to the above, the interested proponent must take into account the following:

1. This document constitutes the conditions that offerors must follow in the preparation of their offers for comparison, evaluation and subsequent award in the event that each of the qualification, weighting and offer requirements are accredited and met.
2. The proposer must familiarize himself with the documents that make up this draft Specification Document and must strictly comply with the requirements and terms indicated therein. Due to the above, applicants are recommended to participate in this Open Tender, **carefully read the specifications and follow the instructions set forth herein.**
3. It is the responsibility of the offeror to be sufficiently informed of the particular conditions of the selection procedure and the execution of the contract, which is why it is the responsibility of the offeror to previously resolve any concerns raised by this specification and to warn Monómeros about possible errors or inconsistencies evident in this document. For this

purpose, the offeror may ask questions or make observations in each of the instances granted by the bidding process; that is, at the stage of receiving observations on the document, the final specifications and at the risk assignment hearing.

4. With the presentation of the proposal , the offeror certifies that he has completely studied the technical specifications, annexes, formats and other documents of the process; Likewise, it received the necessary clarifications on the concerns or doubts previously consulted within the deadlines established in the process and that it accepts that this draft specification is complete, compatible and adequate to define the obligations acquired under the supply contract which will be held with the successful bidder.
5. The offeror must verify that it is not subject to any of the disabilities and incompatibilities or conflicts of interest to enter into contracts with Monómeros as provided in this document.
6. The offeror must ensure that it meets the conditions, and meets the requirements indicated here and provide all the information required in this document, within the times defined in the Process Schedule.
7. To prepare the respective proposal, the interested bidder must follow the dates and chronological order indicated by Monómeros in this document and the attached digital files, verifying and attaching with its proposal all the documents required in this call (forms) and which are constituted as a mandatory requirement so that the proposal can be evaluated by the evaluation committee designated by the company Monómeros.
8. The interested bidder must take into account the addendums published in this selection process, which may modify some conditions of the final Specification Document, in the event that requests from the bidders are accepted or when errors are revealed that may prevent the contractor selection subjectively.
9. The interested bidder must keep in mind the date and time scheduled for the **closing of this process**; in no case will proposals filed after the time set for this purpose in the process schedule be received.
10. The interested bidder must take into account when preparing its technical, economic and financial proposal the variables, risks and other circumstances that arise from the execution of the contract, which are considered for all purposes assumed by the bidder, in accordance with the defined distribution in the risk matrix.

## SECTION I. GENERAL INFORMATION

### 1. DEFINITIONS.

Terms not defined herein and which will be used frequently should be understood according to their natural and obvious meaning. For the interpretation of this document and the others that are an integral part of the Open Bidding process, the expressions used here with an initial capital letter must be understood with the meaning indicated below. The defined terms are used in singular and plural as required by the context in which they are used.

- **Award:** It is the final decision of Monómeros, issued through an administrative act, which determines the winner of this Contracting Process.
- **Annex:** It is the set of formats and documents that are attached to this Terms and Conditions and that are an integral part of it.
- **Addendum:** It is the document through which Monómeros modifies the specifications and whose modifications to the terms of the call or contract must be attended to by the bidders.
- **Risk allocation hearing :** Hearing that Monómeros must carry out in the open bidding processes, in which it must present the Risk analysis carried out and present to the interested parties the matrix included in the specifications, with the purpose of reviewing, classifying, definitively assign and distribute the Risks inherent to the contractual process.
- **Goods and Services:** Constitutes the supply of the continuous nitrous oxide monitoring system at the Monómeros nitric acid production plant in Barranquilla, Colombia. The technical specifications of the goods and services to be contracted are listed in Annex 1A *“Technical specifications - Requirements of Goods and Services”*.
- **Contractor:** It is the Proponent that is awarded and signs the Contract that is the object of this Contracting Process.
- **Schedule:** It is the diagram in which Monómeros establishes the dates, times and deadlines for the activities of the Contracting Process and the place in which these must be carried out by each of the participants in the selection and contracting process.
- **Process Documents:** These are those constituted by (a) Previous studies and documents; (b) the notice of convocation; (c) the specifications; (d) the Addendums; (e) the offer; (f) the evaluation report; (g) the contract; and any other document issued by Monómeros during the Contracting Process.
- **Previous studies and documents:** The previous studies and documents will consist of the definitive documents that serve as support for the preparation of the draft specifications so that the proponents can adequately assess the scope of what is required by Monómeros and the distribution of identified risks. .

- **Most favorable offer:** the most favorable offer will be the one that, taking into account the technical and economic factors of selection and the precise and detailed weighting of them contained in the specifications or their equivalents, turns out to be the most advantageous for Monómeros.
- **Website:** It is the exclusive website of Monómeros, on which this document and all the information that bidders require to participate in the Open Tender will be published and which corresponds to: <https://www.monmeros.com.co/international-open-tender-for-the-supply-of-nitrous-oxide-n2o-cems-dash-monitoring-system/>
- **Plant:** Monómeros Facilites located on Vía 40 Las Flores, Barranquilla, Atlántico – Colombia.
- **Terms and Conditions:** It is the set of rules and guidelines that govern the selection process and the conditions of the future Contract.
- **First Order of Eligibility:** It is the position occupied by the Proposer who, once qualified, obtains the highest score after carrying out the evaluation provided for in this Tender Document.
- **Contracting Process:** Set of acts and activities, and their sequence, carried out by Monómeros from the structuring stage to the signing of the respective Contract.
- **Proposer or Offeror:** It is the legal entity or group of national or foreign legal entities, associated with each other through the figures of consortium, temporary union or promise of future partnership that presents an Offer to participate in the Contracting Process.
- **Risk:** Event that may generate adverse effects of different magnitude in the achievement of the objectives of the Contracting Process or in the execution of a Contract.
- **Enabling requirements:** These are those that verify the conditions of the offeror such as its legal capacity, technical, financial and organizational capacity of the proposers, which, once verified by Monómeros, enable or disable each offeror to participate in the following stages of the selection processes.

## 2. ANTI-CORRUPTION COMMITMENT.

Bidders must sign the **Anti-Corruption Commitment** contained in **Form No. 1**, in which they express their unrestricted support for the efforts of Monómeros and the private company against private corruption and transnational bribery. If there is proven non-compliance with the anti-corruption commitment by the Bidder, its employees, representatives, advisors or any other person who acts on its behalf in the contracting process, it is sufficient cause for the **rejection of the Offer** or for **early termination of the contract** .

## 3. COSTS DERIVED FROM PARTICIPATING IN THE RECRUITMENT PROCESS.

The costs and expenses that the interested BIDDERS incur on the occasion of the analysis of the process documents, the presentation of observations, the preparation and presentation of the offer, attendance at hearings and any other cost or expense related to their participation in this

selection process, will be the **exclusive responsibility** of each of the interested parties and proposers. Under no circumstances will Monómeros recognize such expenses.

#### 4. COMMUNICATIONS.

Communications related to the Contracting Process must be made in writing, to the following email address: [licitacionabatimiento@monomeros.com.co](mailto:licitacionabatimiento@monomeros.com.co)

Any type of communication required by interested bidders must contain at least the following information:

- (a) The number of this Selection Process: **[002-2024]**;
- (b) The sender's data that includes name, physical address, email address and telephone number;
- (c) Identification of the annexes presented with the communication.

It is clarified that communications and requests sent to Monómeros through channels other than those mentioned in this document **will not be taken into account**. Monómeros will respond to the observations and concerns received from bidders through an official document published on the website provided for this purpose.

#### 5. PRACTICES PROHIBITED IN ACCORDANCE WITH GIZ POLICIES.

The bidders, 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 **Form No. 2** called ***"Manifesto of No Impediment to Participate."***

#### 6. CONDITIONS TO PARTICIPATE IN THE OPEN TENDER.

**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 that 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.

## 6.1. 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:

**Individually National or foreign legal entities**, which are duly constituted, prior to the closing date of the process and/or **plurally or jointly**, in any of the forms of association provided for in article 7 of Law 80 of 1993 (**Consortia, temporary unions or promises of future partnership**) formed by 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) 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.
- d) Not be reported in the Bulletin of Tax Responsible Parties according to the country of origin.
- e) 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**.

## 6.2 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 prior **total or partial non-compliance** and that therefore have

caused damages economic or operational to society. In this sense, these companies will not be able to present a proposal.

### **6.3 QUESTIONS, CLARIFICATIONS AND/OR MODIFICATIONS TO THE PROCESS DOCUMENTS.**

Interested bidders may submit questions, clarifications or modifications regarding the content of the process documents and technical specifications, through a written request addressed to Monómeros, within the period established in the schedule and to the email account: [licitacionabatimiento@monomeros.com.co](mailto:licitacionabatimiento@monomeros.com.co).

During this stage, Monómeros will publish a document in which the questions/observations received and the responses to each of the requests will be related. Personal, verbal or telephone queries will not be attended to as all questions and answers must be in writing.

Please note that, at the stage corresponding to the final specifications, any type of modification to the conditions of the contract or the technical specifications will be communicated to interested bidders by publishing a document called “**Addendum**”, through the page Monómeros official website.

### **6.4 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 **Spanish language version will prevail** for the purposes of evaluation and verification of participation requirements.

### **6.5 RULES FOR REMEDIAL OF OFFERS.**

The offeror has the responsibility of presenting its offer in a complete and complete manner, that is, answering all the points of the Specification Document and attaching all supporting documents or proof of the conditions that it intends to enforce in the process. If necessary, Monómeros will request from bidders during the evaluation process, and no later than in the first preliminary evaluation report, clarifications, clarifications or requests for documents that may be correctable (which are described in Section III of this document), in order to verify compliance with the minimum qualifying requirements.

However, the offeror **may NOT** complete, add, modify or improve its proposals in the aspects that give points, which may be subject to clarifications and explanations. Bidders must provide the clarifications or documents required at the time they were requested and no later than the last day indicated in the schedule.

All those requirements of the offer that affect the assignment of points, including those necessary to accredit tie-breaking requirements, **cannot be rectified**, so they must be provided by the offerors from the presentation of the offer.

## **6.6 CAUSES FOR REJECTION OF THE OFFER.**

Grounds for rejecting the offer:

- a) That the offeror or any of the members of the Plural Proponent is subject to a cause of inability, incompatibility, conflict of interest or prohibition provided for in article 8 of Law 80 of 1993, Law 1150 of 2007, Law 1474 of 2011 and others regulations that modify, complement or repeal them; as well as falling under the contracting grounds and prohibitions established by the Monómeros company.
- b) When the same legal entity, or member of a Plural Proposer, presents or is part of more than one proposal for this Contracting Process.
- c) That the offeror or any of the members of the Plural Proponent be reported in the Bulletin of Fiscal Responsible Persons issued by the Comptroller General of the Republic of Colombia or the competent authority in the country of origin of the offeror.
- d) That the legal entity (individual Proponent or member of the Plural Proponent) is in the situation described in numeral 1 of article 38 of Colombian Law 1116 of 2006, relating to the Business Insolvency Regime.
- e) That the Proponent does not clarify, correct or provide documents necessary to comply with an enabling requirement.
- f) That the Proposer provide inaccurate information, on which there may be a possible falsehood.
- g) That the economic proposal is not provided signed by the legal representative or attorney-in-fact and that it does not include all the goods and services described in Technical Annex No. 1A.

- h) That the corporate purpose of the Proposer or that of its members does not allow it to execute the purpose of the Contract, with the exception of what is provided for companies with an indeterminate purpose.
- i) Present the offer with deletions or amendments.
- j) That the Proposer add, delete, change, or modify the items, description, units or quantities indicated in the Technical Specifications Annex.
- k) When a conditional proposal is presented for the award of the contract or when it modifies the conditions of the future contract.
- l) Submit the offer late or after the date and time established by Monómeros in the process schedule.
- m) Submit more than one economic offer.
- n) When it is determined that the total value of the offer is artificially low or high.
- o) Any type of irregularity contemplated in the commercial code or the current regulations that govern the matter or related to it, in force in the Republic of Colombia.
- p) Any identification of falsehood in documents or information provided within the selection process.
- q) When monopolizing commercial practices are identified, or that restrict healthy, free and fair competition in the market.
- r) The others provided for in Colombian law and that are applicable by Monómeros.

#### **6.7 GROUNDS FOR DECLARING THE SELECTION PROCESS VOID.**

During the evaluation period of the offers and after the external audit of the procedure carried out in this selection process, Monómeros may declare the International Open Tender void, when any of the following events occur:

- a) When offers are not presented or received within the established period.
- b) When none of the offers is suitable because they do not meet the minimum requirements of the Tender Document.
- c) When there are causes or reasons that prevent the objective choice of the offeror.

- d) When there is evidence that there was a leak of sensitive information that could affect the transparency of the selection process.
- e) When two or more proposers present a joint proposal that results in no more proposals being submitted, or results in an alteration in prices or in any other aspect of the proposal, which in the opinion of Monómeros and its Affiliated Companies, is inconvenient for the interests of the company.
- f) When damage or harm may be caused to Monómeros.
- g) When a fortuitous event or force majeure occurs.
- h) When there are justified circumstances that extinguish the need to contract the supply of the goods and services object of this tender.
- i) For reasons expressly contained in Colombian Law.

#### **7. PUBLICATION OF THE DRAFT SPECIFICATIONS.**

Monómeros publishes this draft Terms and Conditions, with the objective that those interested in the contracting process can **present observations or request clarifications** to the published documents within the period provided for in the process schedule.

#### **8. RULES FOR INTERPRETATION OF THE CONDITIONS SPECIFICATIONS.**

This draft Terms and Conditions must be interpreted as a whole and its provisions must not be understood separately from what its general context indicates. Therefore, the information included in the Process Documents that accompany it and the Addendums that are subsequently issued are understood to be integrated into this.

#### **9. UNIQUE OFFER.**

Monómeros may award the contract even in the event that only one proposal is submitted, provided that it meets the qualifying requirements, contemplates all the technical requirements demanded in the specifications, and **is endorsed by** the designated Audit. by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ).

The terms and requirements of the future contract will be those established and accepted by the proponent that is awarded with its proposal; for this reason, none of the conditions or stipulations established in this selection process and the contract signed may be subsequently modified or adjusted by the selected supplier.

## **10. DOCUMENTS THAT ARE PART OF THE OPEN TENDER.**

The following documents are part of the present Tender process and the future contract:

- a) The Call Notice.
- b) The Previous Studies.
- c) The draft specifications.
- d) Observations on the draft specifications.
- e) The responses to the observations to the draft specifications.
- f) The act or document that provides for the opening of the bidding process.
- g) The final specifications.
- h) The minutes of the risk review and assignment hearing.
- i) The minutes of the hearing to clarify the specifications if requested.
- j) Addenda to the specifications. (if there is room for it)
- k) The closing minutes and proof of receipt of the offers.
- l) Evaluation reports.
- m) The act or document of awarding the contract.
- n) The act of declaring the bidding process void, if applicable.

**SECTION II.**  
**OVERVIEW OF THE TENDER PROCESS.**

**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 various 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 N<sub>2</sub>O, which is a greenhouse gas with a global warming potential 273 times greater than that of carbon dioxide (CO<sub>2</sub>).<sup>1</sup>

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 N<sub>2</sub>O emissions in nitric acid production and provides all governments and plant operators with assistance on technological and regulatory issues related to the mitigation of N<sub>2</sub>O 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 financial support to the Monómeros Company for the acquisition of continuous emissions monitoring (CEMS) technology for nitrous oxide (N<sub>2</sub>O).

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<sup>1</sup> <https://www.nitricacidaction.org/>

In accordance with the above, the Monómeros company is interested in contracting the *supply of a Continuous Emissions Monitoring system* for continuous monitoring of nitrous oxide (N<sub>2</sub>O) emissions 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. OBJECT OF THE CONTRACT.**

Contract the *Supply of a Continuous Emissions Monitoring System (CEMS) of nitrous oxide (N<sub>2</sub>O), 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 successful bidder of this selection process, Monómeros will be obliged to execute each and every one of the activities and deliver the goods described in **Annex 1A** “Technical Specifications - Requirements of Goods and Services”, which is an integral part of this selection process and of the future contract (See Annex 1A).

## **4. THE METHOD OF SELECTION OF THE CONTRACTOR, INCLUDING THE LEGAL BASIS THAT SUPPORTS HIS CHOICE.**

In order to satisfy the requirements defined in the subsidy contract signed with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), the call and selection process will follow the principles established by Colombian legislation on public procurement, which for the This call corresponds to the **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 scores and the formulas indicated in this document of conditions.

## **5. CONTRACT TERM – ESTIMATED CONTRACT DURATION.**

To guarantee the development and compliance of the activities required for the contracting of continuous monitoring system for Nitrous Oxide (N<sub>2</sub>O) emissions, an execution period of **six (6) months is estimated**, counted from the subscription or signature of the contract and the delivery and approval of the guarantees requested from the contractor.

## 6. 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.

## 7. CONTRACT VALUE.

The value of the contract will be the result of the selection process, taking into account **the value of the** winning offer. 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 2009 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.

## 8. 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 (**30%**) (Thirty percent) 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 will be made corresponding to twenty percent (**20%**) of the contract value, prior delivery and verification of compliance with the on-site acceptance tests (SAT) and completion of the courses. on-site training for personnel designated by Monómeros.
- **Final Payment:** A final payment corresponding to fifteen percent (**15%**) of the contract value will be made, after verification and compliance with the operation of the continuous

monitoring system of emissions in service, under 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.”*

**9. OBLIGATIONS OF THE PARTIES.**

**9.1. 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) Carry out to the complete satisfaction of Monómeros each and every one of the activities described in Annex 1A, which is an integral part of the contract.
- c) Responsible for the quality and compliance with the contractual object.
- d) 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.

- e) Execute the purpose of the contract that will be concluded, having sufficient technical and administrative capacity.
- f) 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.
- g) 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.
- h) Present the reports requested by the contract supervisor.
- i) Comply with the guidelines defined by Monómeros (procedures, technical guidelines, program manuals, resolutions, protocols, guides, instructions, formats of the Integrated Management System, etc.).
- j) 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.
- 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.

## **9 .2. MONÓMEROS' OBLIGATIONS.**

- a) Provide all technical information on equipment and reference drawings required for the execution of the contract.
- b) Carry out the unloading and storage of the CEMS system components at the Monómeros facilities.
- c) Provide labor – technical personnel – for the assembly and start-up of the monitoring system at the Monómeros facilities.
- d) Demand from THE CONTRACTOR the appropriate and timely execution of the obligations of this contract.
- e) Carry out supervision and monitoring of this contract.
- f) Manage the payment for “THE CONTRACTOR” before the “GIZ” for the established amount and in the payment method established in the contract.

### 9.3 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.

### 10. GUARANTEES REQUIRED FOR 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, which must contemplate the following protections:

WARRANTY	PERCENTAGE
<b>GOOD MANAGEMENT AND CORRECT INVESTMENT OF ADVANCE PAYMENT</b>	<p>For one <b>hundred percent (100%)</b> 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>
<b>COMPLIANCE</b>	<p>For <b>ten percent (10%)</b> of the total value of the supply contract signed with the supplier that is awarded, valid <b>for the total execution period of the contract</b> 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>
<p><b>BANK GUARANTEE FOR HIDDEN DEFECTS AND DEFECTS</b></p>	<p>For <b>thirty percent (30%)</b> 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> <p>This guarantee is an essential requirement to receive the last payment milestone of the eventual contract.</p> <p>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.</p>

**Table 1.** 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.

## **11. 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.

## 12. RISK ANALYSIS.

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. *(See Annex document – Risk Matrix).*

## 13. SANCTIONS.

### 13.1 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.

### 13.2 PECUNIARY CRIMINAL CLAUSE:

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 Compliance 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.

## 14. INDEMNITY.

The successful bidder (*Contractor*) will hold the company Monómeros Colombo Venezolanos SA 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.

**SECTION III  
INTERNATIONAL OPEN TENDER PROCEDURE  
CRITERIA FOR SELECTING THE MOST FAVORABLE OFFER.**

**1. CALL, PRELIMINARY STUDY, DRAFT SPECIFICATIONS AND ANNEXES.**

The public call notice, the prior study, the draft specifications, and its annexes, will be published on the website: <https://www.monmeros.com.co/international-open-tender-for-the-supply-of-nitrous-oxide-n2o-cems-dash-monitoring-system/> during the term Within **ten (10) business days**, legal entities interested in participating in the selection process may make observations and request clarifications they considered to the content of the draft specifications, until the date indicated in the schedule.

**2. OPENING OF THE TENDER.**

The General Manager of the company Monómeros Colombo Venezolanos SA will order the opening of this process through a reasoned document, in accordance with the provisions of paragraph 1 of article 30 of Law 80 of 1993 and article 2.2.1.1.2.1.5 of the Decree 1082 of 2015 of the Colombian Public Procurement Regime, applicable to this process, which will be published on the website: <https://www.monmeros.com.co/international-open-tender-for-the-supply-of-nitrous-oxide-n2o-cems-dash-monitoring-system/>

**3. MANIFESTATION OF INTEREST.**

Interested bidders must, within **three (3) business days following** the publication of the Final Terms and Conditions and the Opening of the Open Tender, **STATE IN WRITING** their interest in participating in this selection process, through a communication sent to the email [licitacionabatimiento@monmeros.com.co](mailto:licitacionabatimiento@monmeros.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.

#### **4. 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](mailto: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.

## 5. DEADLINE FOR SUBMITTING OBSERVATIONS OR CLARIFICATIONS TO THE FINAL SPECIFICATIONS.

Interested bidders must examine the content of the specifications, and inform themselves of the requirements and circumstances that may affect the development of each and every one of the activities to be executed. Any additional information and clarification must be requested in writing from Monómeros, through the email [licitacionabatimiento@monomeros.com.co](mailto:licitacionabatimiento@monomeros.com.co) and sent no later than the date indicated in the schedule. Requests that arrive after the indicated date and time will not be attended. In the event that clarifications are made, Monómeros will add them in response to observations or Addendum to the specifications and will publish them on the website.

**Important note:** Queries made by telephone or in person will not be answered. Only the information that Monómeros provides in writing and through the publication of documents on the website will be taken into account.

## 6. HEARING FOR ALLOCATION OF RISKS AND CLARIFICATION OF DOCUMENTS.

Monómeros will hold a **virtual Risk Assignment Hearing**, in which a risk analysis will be presented and the final assignment will be made. At the same hearing, and at the request of any of the bidders interested in the process, the content and scope of the specifications may be specified. As a result of what was discussed and if necessary, Monómeros will issue the relevant modifications to said document and will extend, if applicable, the deadline for the tender.

Interested parties may submit any observations they deem relevant regarding risk allocation. The matrix in which the foreseeable risks are classified is an integral part of this draft specification and interested parties may present their observations during the period indicated in the schedule or at the hearing scheduled for this purpose.

The presentation of the offer implies **ACCEPTANCE** by the offeror of the distribution of foreseeable risks made by Monómeros in the specifications and its addenda.

The hearing and other actions that are required in the process of the International Open Bidding will be carried out **virtually and only in Spanish**. Monómeros will communicate to each of the suppliers who expressed their Interest in participating in the selection process the corresponding entry link, in accordance with what is established in the process schedule.

Attendance at this hearing will NOT be mandatory. In any case, it is the responsibility of the offeror to integrate its proposal and to obtain and analyze the information required to prepare and

present it. Consequently, what is consulted, analyzed, reported or specified during the hearing will be presumed to be known and accepted by all bidders. Monómeros will draw up minutes of the hearing, which, once prepared, will be published on the website.

## 7. RULES FOR THE PRESENTATION OF THE OFFER.

The interested bidder must submit his offer through the email [receptionoffers@monomeros.com.co](mailto:receptionoffers@monomeros.com.co) in accordance with the conditions and requirements established in this draft specification.

The information must be sent in **PDF format**, no later than the date and time indicated in the schedule of this process and in accordance with the following:

1. The email (technical and economic offer) must contain the necessary documentation for the authorization and qualification of the offers, in accordance with the provisions of Section 3 of this document. (Minimum Qualifying Requirements).
2. The email must refer to the following information as Subject:

***SUBJECT: TECHNICAL AND ECONOMIC OFFER OF < company name >, PROCESS No. 002-2024, "INTERNATIONAL OPEN TENDER FOR SUPPLY OF A CONTINUOUS MONITORING SYSTEM FOR NITROUS OXIDE EMISSIONS (N<sub>2</sub>O)".***

**Note:** This information must be scanned in PDF format, in separate files for each qualification matrix requirement, and sent in a compressed folder no larger than 20 GB. The offer documentation can be sent in as many emails as necessary, indicating in the subject their numbering, for example: Email 1 of 5, 2 of 5, 3 of 5, etc.

**Note:** Offers received in emails other than the one indicated **will not be taken into account:**  
[receptionoffers@monomeros.com.co](mailto:receptionoffers@monomeros.com.co)

In any case, it is worth clarifying that each of the emails sent by the interested bidder must be sent within the period or deadline defined by Monómeros in the schedule for the filing and presentation of the proposals. Monómeros will reject proposals filed after the closure of the process.

### 7.1 PARTIAL PROPOSALS.

The presentation of partial proposals will not be accepted. Partial, conditional or alternative proposals will be objective grounds for **TOTAL REJECTION OF THE OFFER**. The interested bidder must present its offer, including **all of the goods and services** to be contracted and which are listed in Annex No. 1A *“Technical Specifications - Requirements of Goods and Services”*.

## 7.2 VALIDITY OF THE PROPOSAL.

The proposal/offer must remain valid for a period of **ninety (90) calendar days** from the closing date of the process. In any case, the bidders undertake to keep it in force until the date of the Award Hearing; and to whoever is favored with the award until the date of constitution of the guarantees required in the contract.

## 7.3 INACCURATE INFORMATION.

Monómeros reserves the right to fully verify the information provided by the interested bidder. For this, you can go to the respective authorities, people, companies or entities. When there is inconsistency between the information provided by the proponent and that actually verified by Monómeros, the information that the proponent intends to demonstrate will be considered not accredited, without prejudice to the application of the grounds for **rejection due to inconsistencies in the information**.

Monómeros will certify copies to the competent authorities in those events in which the information provided has inconsistencies on which there may be an alleged falsehood, without the offeror having proven otherwise and will proceed to reject the offer.

## 7.4 RESERVED INFORMATION.

If within the proposal the offeror includes information that has the character of reserved information, said circumstance must be expressed by the offeror with absolute clarity and precision, identifying the document or information that has the character of reserve and the legal provision that protects it according to is applicable. Without prejudice to the foregoing and for the purposes of evaluating the proposals, Monómeros reserves the right to disclose the aforementioned information to its officers, employees, contractors, agents or advisors designated for this purpose. If said information is not identified, Monómeros will not have the obligation to maintain confidentiality regarding it. The offeror must request confidentiality and attach the corresponding justification at the time of submitting the proposal.

## 7.5 CURRENCY OF OFFER.

The offeror (*National – Foreign Proponent*) must express the price of its offer in **EUROS** in accordance with the information required and related in **Form No. 3 “Economic Offer of the proponent”**. Monómeros accepts the sending of the requested information in a format other than that supplied, as long as it includes all and each 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**.

## 8. CONTENT OF THE PROPOSAL.

The offers must be delivered and sent to Monómeros to the email [receptionoffers@monomeros.com.co](mailto:receptionoffers@monomeros.com.co), with compliance with all the requirements established in the Process Documents and on the date established in the Process Schedule.

Monómeros will only receive **one offer per Proposer**. The presentation of the proposal implies the acceptance and knowledge of Colombian legislation and the demands of Monómeros regarding the topics that are the subject of this process and all the conditions and obligations contained therein. Keep in mind that the economic offer must contemplate each and every one of the items described in Form No. 03. Economic Offer of the Bidder and in Annex No. 1, under penalty of rejection of the offer.

The Proposer will be responsible for all costs associated with the preparation and presentation of its offer and Monómeros will in no case be responsible for them. Any deletion and/or amendment presented in any document of the offer must be saved with the signature of the person signing the corresponding document at the bottom and a note in the margin of the document clearly and expressly stating the correction made.

The documentation sent by the bidders with their proposal must be duly **signed by the legal representative of the bidder** (singular/plural) and for its delivery the following indications must be taken into account:

1. Complete and attach with the proposal **Form 1**. Anti-corruption commitment.
2. Fill out and attach with the proposal **Form 2**. Manifesto of No Impediment to Participate.
3. Fill out and attach **Form 3**. Technical offer covering all goods and services specified in Annex 1A.

The rates and prices of the economic offer must cover all costs of materials, equipment, including their transportation and transportation insurance to the Monomer Plant; general expenses, benefits and all costs associated with the performance of the work and services, and must not include tariffs or other import taxes into the country, if required.

4. Fill out and attach **Form 4 to the proposal**. Proposal Presentation Letter.
5. Fill out and attach **Form 5 to the proposal**. Certification of the Legal Entity.
6. Attach with the proposal the Document that shows the capacity, existence and legal representation.
7. Fill out and attach with the proposal **Form 6**. Constitutive document of the consortium or temporary union or promise of a future partnership if the proponent is plural (if applicable).
8. Attach with the proposal the Authorization of the corporate body (if applicable).
9. Attach to the proposal the duly constituted Power of Attorney (if applicable).
10. Attach to the proposal Minutes of the partners' meeting (if applicable).

11. Complete and attach with the proposal **Form 7**. Certification of compliance with your obligations with the comprehensive social security system and parafiscal contributions.
12. Attach to the proposal the Judicial, fiscal and Disciplinary Records of the person who holds the Legal Representation of the offering legal entity, according to their country of origin. If there is no certifying authority, you must complete **Form No. 10**. “Sworn declaration of no criminal record”, duly signed by the legal representative.
13. Attach to the proposal a photocopy of the citizenship document and/or its equivalent, of the person holding the Legal Representation of the offering legal entity.
14. Fill out and attach **Form 8 to the proposal**. Experience of the Offeror (Enabling requirement).
15. Fill out and attach **Form 9 to the proposal**. Accreditation of the Bidder's Financial and Organizational Capacity.

**NOTE 1:** The documents must be sent according to the instructions in Section III of this document.

**NOTE 2:** For the presentation of the economic proposal, **Format 3 can be used** “*Economic Offer of the proponent*”. 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.

**NOTE 3:** The documents that are part of the factors and criteria for WEIGHTING or QUALIFICATION of the offers, to which scores are assigned, **are not subject to correction**.

## **9. CLOSING OF THE PROCESS AND OPENING OF OFFERS.**

Monómeros will consider received the offers that, on the date and time indicated in the Contracting Process schedule, are in the email intended for reception. Offers that have been filed or delivered to other offices and/or emails of Monómeros will not be considered received.

Once the term (deadline) to submit offers has expired, Monómeros must open the documentation and prepare a closing document that records the date and time of receipt of the offers, indicating the name or company name of the bidders and their legal representatives.

The reference time will be Colombian legal time (UTC-5).

## **10. 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	<b>COMPLIANT/NOT COMPLIANT</b>
FINANCIAL CAPACITY	<b>COMPLIANT/NOT COMPLIANT</b>
ORGANIZATIONAL CAPACITY	<b>COMPLIANT/NOT COMPLIANT</b>
TECHNICAL CAPACITY	<b>COMPLIANT/NOT COMPLIANT</b>
<b>RESULT</b>	<b><u>ENABLED/NOT ENABLED</u></b>

Monómeros will publish two (2) Preliminary Evaluation Reports (*as the case may be*) on the date established in the schedule, which will only cover the evaluation of the minimum qualifying requirements.

The verification of the minimum qualifying requirements will be based on the corresponding documentation, information and annexes, which is why it is an essential requirement to present and attach all the detailed information that allows its analysis.

#### **10.1 LEGAL CAPACITY (COMPLIES / DOES 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) Manifesto 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), which 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 any 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, and also the identification of the designated representative.

**10.2 FINANCIAL CAPACITY (COMPLIES OR DOES NOT COMPLY).**

To verify the financial capacity, the bidders 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.

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.

Bidders must present the following indicators of financial capacity, 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.

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

Likewise, Foreign Persons must complete **form 09, called Accreditation of the Bidder's Financial and Organizational Capacity (Enabling Requirement)**, which must be completed in its entirety with the financial information, signed by the Legal Representative and Tax Auditor or Public Accountant, **with the values re-expressed in Colombian legal currency**, as this is the unit of measurement by legal provision at the exchange rate on the closing date of this process.

### 10.3 ORGANIZATIONAL CAPACITY (COMPLIES OR DOES 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.

Proposers 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.

**10.4 TECHNICAL CAPACITY (COMPLIES OR DOES NOT COMPLY).**

The bidder must prove compliance with the minimum technical requirements defined in Annex 1A, with the express declaration of compliance with all the minimum technical characteristics established by Monómeros.

**10.4.1 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 <sup>2</sup> must provide at least <b>two (2) contracts or equivalent documents</b> <sup>1</sup> , 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 <sub>2</sub> O).	Delivery of contract certificates, order forms, contract completion minutes, customer references, etc.
2.	Bidder <sup>2</sup> must provide at least two (2) <b>factory training certificate</b> , 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 <sub>2</sub> O).	Delivery of factory training certificates for the personnel who will provide technical support.
3	Bidder <sup>2</sup> must offer a <b>guarantee of at least two (2) years</b> against manufacturing defects of the equipment that makes up the continuous emissions monitoring system (CEMS), 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. (If 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) of nitrous oxide (N<sub>2</sub>O).

**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) for nitrous oxide (N<sub>2</sub>O).

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 so to 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.

#### **11. EVALUATION REPORT.**

Verification of compliance with the enabling aspects of legal, financial, organizational capacity and technical and experience conditions will not give the right to assign a score, it will only lead to determining whether the proposal is eligible to be evaluated.

Only proposals for which the qualifying requirements have been verified will be submitted to the qualification process. The approved proposals that comply with one hundred percent (100%) of the generalities, technical specifications, quantities, and other aspects indicated in this project, will be subject to evaluation of the Weighting Factors.

On the date established in the Schedule, Monómeros will publish the **preliminary evaluation report** of the enabling requirements. The report will be published on the Monómeros website, and bidders will be able to make the observations they consider and deliver the documents for which corrections have been required within the period established in the schedule.

#### **12. OBSERVATIONS ON THE EVALUATION REPORT AND DEADLINE FOR CORRECTION.**

Proponents who submitted an offer may consult the evaluation report and present their observations within the period and schedule established in the particular conditions of the bidding process; their proposals cannot be completed, added, modified or improved during the period for submitting observations to the evaluation report.

Likewise, it will be transferred for the legal term provided for in the current regulations so that the bidders can review it and present their observations on it and/or submit the documents and/or corrections that are required for compliance with the required enabling requirements in the specifications.

Offerors will have the obligation to review the verification and evaluation reports of the proposals signed by the Evaluation Committee; which will be published on the website in order to determine which documents should be corrected or clarified and it will be your sole responsibility whether they do so or not.

Proposers who, according to the verification and evaluation reports, are not qualified, have up to the deadline established in the schedule to correct the absence of requirements or lack of qualifying documents, under penalty of definitive rejection of their proposals.

### 13. 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:

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

#### 13 .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 GOODS AND SERVICES. MAXIMUM POSSIBLE SCORE: 700 POINTS**

Weighting factor	Punctuation
<p>a) Extended warranty on emissions monitoring system equipment.</p>	<p style="text-align: center;"><b>100 points</b></p> <p>The bidder who offers an <b>extended warranty</b> 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 <b><u>commitment to comply with the additional guarantee offered.</u></b></p> <p>Those who do not make the offer in the terms described here will be assigned zero (0) points.</p>
<p>b) Additional preventive maintenance service for the emissions monitoring system.</p>	<p style="text-align: center;"><b>150 points</b></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;"><b>150 points</b></p> <p>The bidder that provides additional <b>on-site technical support</b> 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 the minimum required.</p>	<p style="text-align: center;"><b>300 points</b></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 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>

**13 .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 these 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.

$V_i$  = Economic value without decimals of 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**.

Only 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.

#### **14. 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.

## **15. EXTERNAL AUDIT.**

Once Monómeros completes the evaluation of the technical and economic Proposals and determines the best evaluated Proposal and, consequently, the possible Successful Bidder, an External Audit will be carried out by an External Auditor hired by GIZ, which will have The objective is to guarantee maximum transparency and fairness in all stages of the Tender procedure. After this external audit, the effective adjudication hearing will be carried out.

The development of the External Audit will contemplate 40 (forty) calendar days, which will begin to be computed from the business day following the end of the period for the Evaluation of the Proposals by Monómeros, identified in the schedule.

## **16. FINAL EVALUATION REPORT.**

Once the term and objective established by the External Audit has been fulfilled, regarding the procedure, verification of the enabling aspects and the qualification of the offers received, Monómeros will publish the Final Evaluation Report, with which it will announce the order of eligibility of the proposals.

The final report will contain information about compliance or non-compliance with each qualifying requirement, the result of “ENABLED/NOT ENABLED” for each offer presented, as well as the result of the evaluation of the technical and economic factors of the offers that were qualified.

The final published report contains the results of the corrections or clarifications presented to the initial report. In case of observations, Monómeros will give the corresponding responses at the Adjudication Hearing, where bidders can comment on the responses given by Monómeros to the observations presented regarding the report evaluation or final report with corrections, which does not imply a new opportunity to improve or modify the offer.

## **17. RIGHT OF MONÓMEROS TO REJECT OFFERS.**

Monómeros reserves the right to reject any or all offers or to cancel the bidding process at any time before the award of the contract, without acquiring any responsibility towards the Bidders, in accordance with the causes and events established herein document.

## **18. AWARD HEARING.**

Monómeros will award the Contract to the Bidder whose offer has been evaluated as the most convenient according to the criteria defined in this Tender.

On the date established in the Schedule, Monómeros will proceed with the installation and development of the effective Award Hearing (virtual hearing), which will be carried out in the Spanish language. At the beginning of the Hearing, Monómeros will give the floor to the Bidders

to present their observations to the final evaluation report. This cannot be understood as an additional opportunity to provide documents or elements that have not been corrected.

Once the order of eligibility has been established and the observations presented to it have been resolved, Monómeros, through a reasoned administrative act, will award the Process to the Proposer located in the first place in the order of eligibility and that meets all the requirements demanded in the Documents of the Process.

In accordance with the provisions of article 2.2.1.1.2.2.6 of Decree 1082 of 2015, the State Entity may award the contract when only one offer has been submitted as long as it meets the required qualifying requirements and satisfies the requirements of the specifications of conditions.

#### **19. DECLARATORY OF DESERT.**

The declaration of void proceeds for reasons or causes that prevent the objective selection of the contractor, therefore the selection process may be declared void, in accordance with the provisions of paragraph 18 of article 25 of law 80 of 1993, in addition to the causes described in this document.

#### **20. SIGNING OF THE CONTRACT.**

The contract resulting from the awarding of the selection process through the International Open Tender modality will be signed between Monómeros and the bidder who was awarded the contract, and will be supplied within a period of time corresponding to fifteen (15) business days following the date of completion of the aforementioned adjudication hearing.

It should be noted that the terms and stipulations of the contract will reflect the conditions established by Monómeros in the process of the Tender and the proposal presented by the offeror, which may NOT be modified under any argument, unless expressly authorized in writing by Monómeros.

Any commercial proposal or equivalent document that is sent by the successful Bidder after the signing of the contract, must contemplate each and every one of the conditions, specifications and obligations related to this bidding process and which are understood to be known and accepted with confidence the presentation of the proposal.

All documents generated in the process of this bidding process are an integral part of the contract.

The selected bidder must sign the contract within the period established in the particular conditions of the Tender, except for duly accredited force majeure or fortuitous event; If the selected bidder does not sign the contract within the stated term, for reasons attributable to these,

or does not deliver the necessary documents to begin the execution of the contract in the terms provided in the particular conditions of the Tender, Monómeros may assign the Contract to the bidder qualified second who must sign the Contract within the following fifteen (15) business days. The same procedure may be followed if the new selected bidder does not sign the Contract.

## 21. SCHEDULE OF THE TENDER PROCESS.

The selection process referred to this call notice will take place within the following deadlines:

<b>STAGE 2 (DRAFT SPECIFICATIONS)</b>			
<b>N°</b>	<b>ACTIVITY</b>	<b>RESPONSIBLE FOR</b>	<b>START DATE/DEADLINE DATE</b>
1	Publication of selection process. (Notice of Call, previous studies, Draft Specifications and Annexes).	Monómeros	<b>08/22/2024</b>
2	Maximum Deadline to Submit Observations on the Draft Terms and Conditions.	Interested Bidder	<b>From 08/22/2024 to 09/05/2024</b>
3	Response to observations and suggestions to the draft Specification Document.	Monómeros	<b>09/10/2024</b>

<b>STAGE 3 (FINAL FORM)</b>			
<b>N°</b>	<b>ACTIVITY</b>	<b>RESPONSIBLE</b>	<b>DATE</b>
1	Issuance of the administrative act of <b>Opening</b> of the Bidding process and publication of the Definitive Terms and Conditions and its Annexes.	Monómeros	<b>09/12/2024</b>
2	Expression of Interest from Bidders interested in participating in the International Open call.	Interested Bidder	<b>From 09/12/2024 to 09/17/2024</b>
3	Date established for the <b>on-site visit to the Nitric Acid Plant</b> by interested bidders. (Hours: From 7:00 am – 11: am).	Interested Bidder	<b>09/19/2024</b>
4	Presentation of observations to the Final Terms and Conditions.	Interested Bidder	<b>From 09/12/2024 to 09/20/2024</b>
5	Response to observations to the final specifications.	Monómeros	<b>09/23/2024</b>

6	Risk assignment hearing.	Monómeros	<b>09/24/2024</b>
7	Maximum deadline for Issuance of Addendums.	Monómeros	Until <b>09/25/2024</b>
8	Presentation of Offers (Closing of the bidding process).	Interested Bidder	<b>Until 01/10/2024</b>
9	Publication of the preliminary evaluation report of the Bids.	Monómeros	10/04/2024
10	Presentation of observations to the bid evaluation report and <b>completion to correct the qualifying requirements.</b>	Offeror/Proposer	<b>From 10/04/2024 to 10/15/2024</b>
11	Publication of the second preliminary evaluation report	Monómeros	10/17/2024
12	End of the GIZ audit.	Independent third party	11/27/2024
13	Publication of final evaluation report.	Monómeros	11/28/2024
14	Adjudication Hearing.	Monómeros	11/29/2024

Note: Modifications to the schedule will be reflected directly on the Monómeros company website and in the respective addendums.

## **22. ANNEXES AND FORMATS OF THE INTERNATIONAL OPEN BIDDING PROCESS:**

### **22.1 ANNEXES.**

- Annex 1A - Technical Specifications - Requirements of Goods and Services.
- Annex 1B - Datasheet FIT-11E02.
- Annex 1C - Datasheet AIT-11E02.
- Annex 2 - Safety, Hygiene and Environmental Requirements
- Annex 3 - Contract Minutes.

## **22.2 FORMATS DOWNLOADABLES.**

Form No. 01	Anti-Corruption Commitment.
Form No. 02	Manifiesto of There being no impediment to participate.
Form No. 03	Economic Offer of the Bidder.
Form No. 04	Proposal Presentation Letter.
Form No. 05	Certification of Existence and Legal Representation of the Legal Entity.
Form No. 06	Constitutive document of the Consortium/Temporary Union or Promise of Future Partnership.
Form No. 07	Certification of compliance with your obligations with the comprehensive System social security and parafiscal contributions.
Form No. 08	Experience of the Offeror (Enabling requirement).
Form No. 09	Accreditation Financial and organizational capacity of the Bidder (Enabling requirement).
Format N 10	Sworn declaration of non-existence of criminal records.

## **22.3 M ATRIZ.**

- Matrix 1 –Risk Matrix.

*Brayaham Villa*

**BRAYAHAM VILLA**