

**DOCUMENT OF RESPONSES
QUESTIONS AND COMMENTS ON THE DRAFT SOLICITATION DOCUMENTS
INTERNATIONAL OPEN BIDDING
MONÓMEROS 003-2024**

OBJECT: *To contract the “Supply of a Secondary Nitrous Oxide (N₂O) Abatement System for the Nitric Acid Plant of Monómeros, 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”.*

The company Monómeros Colombo Venezolanos S.A., responds to the questions and observations received in the “**project**” stage of the International Open Bidding Monómeros 003-2024. It should be noted that, as it is considered convenient for the course of the selection process, the observations received extemporaneously will be attended, in order to provide timely clarity to the interested parties on the requirements of the process:

1. Observations and questions made by CASALE SA, by e-mail dated August 27, 2024, 9:16 AM Colombian Time.
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NR.	REFERENCE	QUOTE	CASALE COMMENT
1	TENDER DOCUMENTS SECT. II, PAR. 9.1	<i>g) Submit reports as requested by the contract supervisor.</i>	<i>To be clarified which reports are expected to allow proper commercial quotation</i>

Response From Monómeros:

In response to the observation presented, the evaluation committee wishes to clarify that, the future contractor shall (if required), submit the reports that in the development of the contract are requested by the contract supervisor and which shall provide detail on the activities performed and/or products delivered; this with the objective of exercising control of each of the activities pending execution or fulfillment by the future contractor.

Such reports shall be requested autonomously and at the discretion of the contract supervisor, and shall not generate additional costs for the contractor.

2	TENDER DOCUMENTS SECT. II, PAR. 9.1	<i>h) Comply with the guidelines defined by Monómeros (procedures, technical guidelines, program manuals, resolutions, protocols, guides, instructions, Integrated Management System formats, etc.).</i>	<i>Mentioned guidelines are not available at the present moment, Bidder compliance can't be guaranteed</i>
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Response From Monómeros:

It is clarified that this specific obligation refers to the possible procedures to be followed by the future contractor or supplier that is awarded the contract for its entry and work in the plant; the above in response to internal requirements of the company Monómeros in matters of labor and industrial safety that will not generate additional costs to the contractor.

Please note that the contractor must guarantee compliance with the products and activities specified in Annex 1 A.

3	TENDER DOCUMENTS SECT. II, PAR. 11 ; NOTICE OF CONVOCATION Par. 7	PROPER MANAGEMENT AND INVESTMENT OF PREPAYMENTS For one hundred percent (100%) of the sum of money established as advance payment. This guarantee must be a BANK GUARANTEE.	It is expected to close the Advanced Pament BANCK GUARANTEE at the opening of the BANK GUARANTEE FOR DEFECTS AND HIDDEN DEFECTS. Please confirm.
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Response From Monómeros:

In this regard, it is clarified that, once the contract is signed, the supplier that is awarded or wins the contract must provide a “**Guarantee**” issued by a bank or financial entity that guarantees the amount of money that will be delivered as an advance payment for the beginning of the execution of the contract activities.

It should be noted that, in accordance with the form of payment established in the final bidding documents, a first disbursement equivalent to **35%** (thirty-five percent) of the value of the contract is foreseen as an advance payment. This disbursement of money will be effective once the contract is signed and this guarantee is delivered in favor of Monómeros.

The advance payment is an effective payment of the price so that the disbursement is integrated to the contractor's patrimony from its disbursement.

4	<p>TENDER DOCUMENTS SECT. II, PAR. 11 ; NOTICE OF CONVOCATION Par. 7</p>	<p>BANK GUARANTEE FOR DEFECTS AND HIDDEN DEFECTS <i>The term of this warranty shall be 3 years from the date of final acceptance to the full satisfaction of Monómeros, which shall be formalized in the delivery-reception certificate of the goods and services by the Parties.</i></p>	<p><i>There are discrepancies between the documents provided:</i> - 2 years according to TENDER DOCUMENTS SECT. III, PAR. 4.4.D1. - 20'000 hours according to ANNEX 1A, PAR 2.b. - 2 years according to ANNEX 3. <i>We will consider 2 years as minimum required mechanical warranty, please confirm.</i></p>
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Response From Monómeros:

In this regard, the structuring and evaluation committee wishes to clarify to the interested bidder that the **Guarantee for Defects and Hidden Defects** requested in numeral 10 of Section II of the Final Bidding Documents, refers to the Bank Guarantee that must be constituted and presented by the bidder that wins or is awarded the bidding process and insures or covers possible hidden defects that prevent or diminish the normal use or the agreed use of the contracted goods and services.

This bank guarantee must be constituted before a financial or banking entity, once the parties (contractor and contracting party) sign the **act of final reception to full satisfaction of the goods and services contracted**, whose insurable value must correspond to 30% of the total value of the winning bid (value of the contract), with a validity of 3 years.

On the other hand, **the Mechanical or Factory Warranty** referred to in paragraph b of numeral 2 of Annex 1A, must be guaranteed by the supplier and verified by Monómeros with the completion and signature of **Form 4 “Letter of Presentation of the Offer”**; document through which the bidder declares to know each and every one of the technical requirements demanded in the bidding documents and its annexes, as well as the commitment to comply with the specific obligations and activities described in Annex 1A.

The requirement of this mechanical or factory warranty may be made effective with a simple requirement to the contractor, upon the occurrence of failures or defects in the structure of the basket (support of the abatement system) prior to 20,000 hours of operation after receipt of the goods and services, in which case the future contractor must immediately resolve any failure, regarding the design, material, welding or others, for all components of the equipment under normal operating conditions. It is reiterated that Monómeros expects a minimum useful life of the basket equivalent to 50,000 hours. In this sense, the interested bidder must fill out each one of the forms designed by Monómeros

and guarantee future compliance with each and every one of the activities and services described in the bidding documents and its annexes.

Finally, it is clarified that the “*contract minutes*” referred to in Annex 3 is a pro forma document that seeks to show the bidders the model or type of contract that will be signed with the supplier that is awarded the contract; however, it should be noted that the technical and contractual conditions and requirements will be those established in this bidding process together with the **additional services or conditions** that the supplier offers with the presentation of its bid and which served as the basis to earn the score defined in item 7. 1 FACTOR ADDITIONAL QUALITY OF GOODS AND SERVICES of the bidding documents. These parameters shall constitute the final conditions of the contract, which shall not be modifiable.

In any case, since there is an error in the term of the warranty for defects and hidden defects in Annex 3, the observation presented is accepted, and the correction will be made in the final bidding documents and its annexes, and the warranty term will be 3 years.

5	TENDER DOCUMENTS SECT. II, PAR. 14.1	FINES The delay or partial default by the successful bidder (Contractor) in the performance of any or some of the obligations of the contract, shall give rise to the application of successive fines for an amount equivalent to zero point five percent (0.5%) of the value of the contract for each day of delay, not exceeding ten percent (10%) of the total value of the contract.	A delay liquidated damages of 0.5% per each day seems very tough requirement or a clerical mistake, 0.5% per week could be fair. Please confirm.
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Response From Monómeros:

In response to the observation presented by the bidder, the structuring and evaluation committee accepts the request for modification, in which the percentage of the fine will be modified to **0.5% for each week of delay**, without exceeding 10% of the total value of the contract.

This modification will be reflected in the publication of the final bidding documents and its annexes.

6	TENDER DOCUMENTS SECT. II, PAR. 14.2	<i>PECUNIARY PENALTY</i> <i>In the event of a declaration of total or partial breach of the obligations of the contract, the supplier that is awarded the contract (Contractor) shall recognize Monómeros as a penalty clause as an advance estimate</i>	<i>Please clarify Pecuniary Penalty cause</i>
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		<p><i>of damages an amount equivalent to ten percent (10%) of the total value of the CONTRACT, This sum shall be effective, prior declaration of default, directly by offsetting the balances owed to the CONTRACTOR, if any, with respect to this CONTRACT, or if this is not possible, it may enforce the Performance Bond, and may also resort to the competent jurisdiction, including the coercive jurisdiction.</i></p> <p><i>FIRST PARAGRAPH: The Penal Clause does not exclude the indemnification of damages not covered by the application of this penalty.</i></p>	<p><i>wording is not clear to us, otherwise the requirement shall be deleted.</i></p>
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Response From Monómeros:

The penalty clause set forth in SECTION II, Part. 14.2 of the bidding documents refers to the anticipated valuation or assessment of damages that could be caused by an “eventual” breach by the Contractor, which in this case was established at a sum equivalent to **up to** ten percent (10%) of the total value of the contract.

In this regard, the interested bidder must take into account that the collection of this penalty will only be effective if the future contractor totally or partially fails to comply with some of the obligations or specific activities of the contract, for which the company Monómeros will advance the pertinent procedures to establish the amount of the affectation and the contractor's responsibility.

In this sense, the paragraph referred to by the interested bidder refers to the fact that Monómeros may simultaneously invoke the collection of the fine for non-compliance and the collection of the penalty clause, which are not mutually exclusive. Monómeros will only enforce the penalty clause if there is a proven and verified breach by the future contractor.

Finally, it is reiterated that whoever presents interest in the present process, **may not unilaterally and voluntarily** eliminate any of the conditions and requirements demanded by Monómeros in the present bidding process, which are mandatory for the supplier who decides to submit an offer and participate in the present selection process.

7	<i>TENDER DOCUMENTS SECT. II, PAR. 14.3</i>	<i>The successful bidder (Contractor) shall be responsible for all damages caused to Monómeros caused by its fault or that of its subcontractors or dependents and shall recognize and pay the value of such damages or shall proceed to repair them properly.</i>	<i>The clause is too wide, Contractor obligations for damages caused to Monómeros shall be specifically limited.</i>
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Response From Monómeros:

In this regard, the structuring committee clarifies that the indemnity clause refers to the responsibility acquired by the future contractor to respond for possible damages that the contractor may cause to third parties, in the development and execution of its obligations and specific activities, in the event of circumstances that are alien or not attributable to Monómeros.

In the event of such eventuality, the contractor undertakes to hold Monómeros **free from any claim** arising from its actions and through which damages are caused to third parties.

8	<i>TENDER DOCUMENTS SECT. III, PAR. 1</i>	<i>NOTE: For the presentation of the economic proposal, Format 1 "Economic Offer" may be used. Monómeros accepts the submission of the information requested in a different format from the one provided, provided that it includes each and every one of the goods and services required in the technical specifications.</i>	<i>Please confirm you are referring to Form 03, otherwise please provide Format 1 "Economic Offer".</i>
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Response From Monómeros:

The observation submitted by the bidder CASALE, in the sense that there is an error in the format number, is accepted. Accordingly, it is clarified that the bidder may use and fill out **FORMAT No. 03. ECONOMIC OFFER**, whose correction will be reflected in the final bidding documents stage.

9	<i>TENDER DOCUMENTS SECT. III, PAR. 4.3</i>	<i>Portfolio turnover (in days)</i>	<i>Please clarify where to include such information cause it is not required in Form 09.</i>
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Response From Monómeros:

The observation presented is accepted, and its correction in Form No. 9 BIDDER'S FINANCIAL AND ORGANIZATIONAL CAPACITY will be reflected in the publication of the final RFP and its annexes and forms.

10	TENDER DOCUMENTS SECT. III, PAR. 4.4.1	<i>Bidders must fill out Form 9 Bidder's Experience (Enabling Requirement) attaching the required supports to accredit the experience referred to in criteria 1, 2, 3 and 4.</i>	<i>Please confirm you are referring to Form 08.</i>
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Response From Monómeros:

In this regard, the evaluation committee wishes to clarify that, in order to facilitate the description and listing of the experience requested to the bidder, the supplier must fill out Form No. 8, in which it may describe the type of experience and the document that supports the existence of such contract.

It is emphasized that Monómeros requires to validate the experience of the interested supplier by sending certifications, minutes of liquidation, minutes of final or satisfactory receipt, minutes of termination of contracts, order/service orders, or **any other type of document issued by a third party** (regardless of its denomination), which allow to verify and validate the experience of the bidder in each of the 4 enabling technical requirements, as well as the additional experience established for the assignment of points.

In this sense, the different options of documents of accreditation of the bidder's experience must allow to extract at least the following information:

- a) Object of the contract related as experience.
- b) Name of the contracting company,
- c) Contact telephone number and e-mail address of the contracting company (third party).
- d) Dates of initiation and termination of the project or contract.
- e) Signature of the competent person or third party certifying the experience.

It is reiterated that self-certifications or documents prepared by the bidder itself will not be accepted.

11	TENDER DOCUMENTS SECT. III, PAR. 14	SIGNING OF THE CONTRACT	Terms & Conditions as per CASALE Commercial Proposal. CASALE is willing to further discuss and eventually integrate the provided Contract Minute according to Client Schedule. Please clarify when is it expected to discuss the Contract between the parties and to updated/complete it.
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Response From Monómeros:

In response to the observation presented, we wish to clarify that the definitive terms of execution of the future contract (contract minutes) will only be reflected until the

completion of the International Open Bidding procedure, whose contract will contemplate each and every one of the conditions requested by Monómeros in the bidding documents and its annexed documents, as well as the proposal and additional conditions (**additional technical criteria**) offered by the supplier that is awarded the contract.

For this purpose, it must be taken into account that the presentation of the proposal implies the **acceptance and knowledge** of the requirements of Monómeros about the subject matter of the present process and all the conditions and obligations contained in the same; therefore, the supplier **may not modify** any of the technical requirements requested in the present process.

In case of disagreement or doubts regarding such requirements, each of the interested suppliers may submit additional observations at the stage of publication of the final specifications, which will be evaluated by Monómeros, and if appropriate, modified for the future contract.

12	<i>NOTICE OF CONVOCAION Par. 6</i>	<i>The purchase and importation of the goods required by Monómeros, are exempt from any tax, fee or contribution in accordance with the Common Utility Certificate. Said Certificate of Common Utility will only be delivered to the awarded supplier as an annex to the contract.</i>	<i>Please clarify how Certificate of Common Utility works. As per our understanding, goods import will be performed by Monómeros, Contractor will deliver the goods DAP together with the said Certificate of Common Utility. Please confirm.</i>
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Response From Monómeros:

It is confirmed that the importation of goods will be performed by Monómeros, the Contractor shall deliver the goods under the **INCOTERMS DAP** term at Monómeros' facilities, together with the aforementioned Common Utility Certificate.

13	<i>ANNEX 1A Par 1.1</i>	<i>The scope of these specifications, and therefore of the budget quotation to be submitted by interested suppliers, must include the unit cost of the all activities described in this document.</i>	<i>Please confirm that budgetary quotation is required. FORM 03 has been modified and the breakdown of the price for each activity is no more required. Despite all activities listed in Annex 1A will be taken into account, please confirm that their value shall be included in Basket and Catalyst quotations only.</i>
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Response From Monómeros:

The evaluation committee accepts the observation presented, in the sense of correcting what is stated in Annex 1A.

In this sense, the interested bidder shall only discriminate in its economic offer the values in EUROS corresponding to the supply of the new basket of the secondary Nitrous Oxide (N₂O) abatement system and the supply of the secondary Nitrous Oxide (N₂O) catalyst, as shown below:

(GOOD TO BE SUPPLIED)	TOTAL VALUE (DAP Incoterms)
<i>Supply of the new basket for the secondary nitrous oxide (N₂O) abatement system.</i>	
<i>Supply of the secondary nitrous oxide (N₂O) catalyst.</i>	
Total	\$ EUR

14	ANNEX 1A <i>Par 1.1.3</i>	<i>To carry out the transportation and effective delivery of the goods described in this annex, at the facilities of Monómeros, located in the Special, Industrial and Port District of Barranquilla, Department of Atlántico - Colombia.</i>	<i>Please confirm Incoterm DAP.</i>
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Response From Monómeros:

It is confirmed that the negotiation term is DAP. Please take into account the settlement of port charges and transportation from the port of arrival to the plant. This change will be reflected in the final version of the final bidding document.

15	ANNEX 1A Par 1.2.1	<i>The engineering study performed by the successful bidder shall include an analysis of the plant and equipment operation requirements to ensure the correct installation and operation of the proposed abatement system. In this order of ideas, the study shall report all the modifications required by the awarded Supplier for the commissioning of the proposed system.</i>	<i>Please clarify the requirement, we do not expect any impact on plant and/or equipment operation except for increased pressure drop that, by the way, is already limited by you in Annex 1A.</i>
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Response From Monómeros:

It is hereby informed that the paragraph in reference shall be modified for a better understanding, which shall read as follows:

"The engineering study performed by the successful supplier shall include an analysis of the plant's operating requirements and the technical specifications of the equipment, in order to guarantee the correct installation and operation of the proposed abatement system. In this order of ideas, the study shall include all the modifications required by the successful supplier for the commissioning of the proposed system."

16	ANNEX 1A Par 1.2.2	<i>The engineering and design studies of the basket include the review of the mechanical design of the current reactor, in particular the points where the new basket will be supported. The purpose of this activity is that the awarded supplier guarantees the operation and reliability of these points to support the additional load that the new basket will exert which will support the primary catalyst (gauzes) and contain the secondary one.</i>	<i>In order to allow the review of the mechanical design in correspondence of the new basket support Monómeros shall provide the missing information and documents, not available at the present moment. We assume that required documentation will be made available in a further stage of the project. By the way no guarantee can be provided on the manufacturing quality of an existing equipment.</i>
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Response From Monómeros:

The interpretation is correct. Monómeros will provide the necessary information for the mechanical design review at a later stage of the project, once this bidding process is completed and the respective contract is signed.

17	ANNEX 1A Par 1.2.4	<i>During the manufacturing process of the support basket, the awarded Supplier shall deliver to Monómeros for approval of activities, the Inspection Test Plan, which shall include and not be limited to the following activities: preparation of fabrication drawings, PMI -positive material identification- application record, weld inspection record, application of non-destructive tests such as penetrant dyes, radiography, application of heat treatment, dimensional control record, on-site inspection by Monómeros and submission of fabrication dossier.</i>	<i>Confirmed according to Contractor/ Manufacturer ITP.</i>
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Response From Monómeros:

The interpretation is correct. Monómeros will provide the necessary information once this bidding process is completed and the respective contract is signed.

18	ANNEX 1A Par 1.7	<i>The engineering study associated with the installed abatement system. The delivery must include all engineering designs, risk evaluations, resistance analysis and sizing of equipment, if applicable. This documentation must be submitted in digital format type ".PDF"</i>	<i>Engineering design and new basket sizing will be provided. No risk evaluation and/or resistance analysis and sizing on exiting equipment is foreseen.</i>
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Response From Monómeros:

The evaluation and structuring committee accepts the observation, the modification of which will be reflected in the final bidding documents.

19	ANNEX 1A Par 1.7	<i>The "as built" fabrication drawings associated with the installed folding system. This documentation must be submitted in the following digital formats: ".PDF"; ".DWG"</i>	<i>Only PDF version will be provided.</i>
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Response From Monómeros:

The evaluation and structuring committee accepts the observation, the modification of which will be reflected in the final bidding documents.

20	ANNEX 1A Par 1.7	<i>Training documentation, such as guidelines, manuals and/or guides associated with the abatement system. This documentation must be delivered in digital format ".PDF".</i>	<i>As per Point 15, we do not expect any impact on plant and/or equipment operability while all needed information will be included in the manufacturers' data book.</i>
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Response From Monómeros:

This analysis must be justified by the awarded proposer in the subsequent Engineering phases.

21	FORM 03	DDP	<i>DDP does not comply with TENDER DOCUMENTS SECT. III, PAR. 1 where it's clearly stated that prices shall not include tariffs or other import taxes into the country. Please confirm acceptability of DAP supply and confirm that all taxes in destination country will be borne by Monómeros.</i>
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Response From Monómeros:

It is confirmed that the negotiation term is **DAP**. Please take into account the settlement of port charges and transportation from the port of arrival to the plant. This change will be reflected in the final version of the final bidding document.

22	FORM 05	<i>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</i>	<i>Please confirm acceptability of Commercial Register official record dated 23.10.2023.</i>
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Response From Monómeros:

Monómeros does not accept the request presented, in the sense that the bidder must submit with its proposal the certificate of existence and legal representation of the legal entity or the equivalent document according to the country of origin with a date of issue not less than 3 months, with respect to the date of its presentation.

In this sense, the supplier may submit the official registration of the Commercial Registry of its country of origin, as long as it has been issued three months prior to the closing date of this process, i.e. **dated after June 2024**, unless it is justified the impossibility of submitting it with the requested validity.

23	FORM 08	1. Technical Qualification Requirement No. 1 - Experience in the design of reactor baskets for nitric acid production plants or experience in the design of secondary N ₂ O abatement systems.	Please confirm the minimum requirement of 3 (three) experiences certified by Client as per TENDER DOCUMENTS SECT. III, PAR. 4.4.1
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Response From Monómeros:

The evaluation committee clarifies that the bidder interested in submitting an offer must prove compliance with each of the enabling requirements requested in the final bidding documents. Regarding the first technical requirement, the bidder must provide **at least three (3) certifications** from clients (third parties) or any other equivalent document that certifies its expertise, whose date of completion is within the last fifteen (15) years prior to the closing date of this bidding process. It should be noted that the object, scope and/or list of activities must be related to the design of reactor baskets for acid nitrate production plants or experience in the design of secondary abatement systems.

24	FORM 08	2. Technical Qualification Requirement No. 2 - Experience in the supply of reactor baskets for nitric acid production plants or experience in the supply of secondary N ₂ O abatement systems.	Please confirm the minimum requirement of 2 (two) experiences certified by Client as per TENDER DOCUMENTS SECT. III, PAR. 4.4.1
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Response From Monómeros:

The evaluation committee clarifies that the bidder interested in submitting an offer must prove compliance with each of the enabling requirements requested in the final bidding documents. Regarding the second technical requirement, the bidder must provide **at least two (2) certifications** from clients or any other equivalent document that certifies its expertise, whose date of completion is within the last fifteen (15) years prior to the closing date of this contracting process, in which according to the object, scope and/or list of activities, there is evidence of experience in the supply of baskets for reactors for nitric acid production plants or experience in the supply of secondary abatement systems.

25	FORM 08	3. Technical Qualification Requirement No. 3 - The Offeror must provide the secondary abatement catalyst Datasheet, together with at least three (3) customer certifications or equivalent documents, evidencing its experience in supplying secondary abatement catalysts.	Not compliant with TENDER DOCUMENTS SECT. III, PAR. 4.4.1, please confirm the minimum requirement of 3 (three) experiences certified by Client
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Response From Monómeros:

The committee clarifies that the interested Bidder shall provide the Datasheet of the secondary abatement catalyst, together with at least four (4) certifications from clients or equivalent documents where its experience in supplying secondary abatement catalysts is evidenced. This requirement is confirmed.

26	FORM 08	The executed value of the contract provided shall be expressed in EUROS of the year of completion of the Contract	Considering that in Form 08 we are referring to previous experiences, the values of the contract is a confidential information that can't be disclosed or made public. Considering also that contract value is not required in TENDER DOCUMENTS SECT. III description, we will waive the requirement. Please confirm acceptability of experiences provided without value and updated the Form accordingly
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Response From Monómeros:

This proposal is accepted and the corresponding format will be updated at the final bidding documents stage.

2. Observations, Questions submitted by the company KVR, by e-mail dated August 27, 2024.

2.1 The tender includes a draft of contract to be signed with the awarded bidder. The question is if the terms and condition of this contract can be negotiated later or we need to produce a red line of that terms. KBR cannot accept the term as they are.

Response From Monómeros:

In response to the observation presented, we wish to clarify that the definitive terms of execution of the future contract (*contract minutes*) will only be reflected until the completion of the International Open Bidding procedure, whose contract will contemplate each and every one of the conditions requested by Monómeros in the bidding documents and its annexed documents, as well as the proposal and additional conditions (**additional technical criteria**) offered by the supplier that is awarded the contract.

For this purpose, it must be taken into account that the presentation of the proposal implies the **acceptance and knowledge** of the requirements of Monómeros regarding the subject matter of the present process and all the conditions and obligations contained in the same; therefore, the supplier **may not modify** any of the technical requirements requested in the present procedure.

In case of disagreement or doubts regarding these requirements, each of the interested suppliers may submit additional comments at the stage of publication of the final bidding documents, which will be evaluated by Monómeros, and if appropriate, modified for the future contract.

The negotiation of the terms and conditions of the contract must be made during the period of observations of the bidding process, at this point suppliers may ask questions, request clarifications or propose modifications to the terms of the contract.

2.2 *For instance Colombian law as governing law. Can be negotiated a neutral law?*

Response From Monómeros:

Regarding your query, related to a neutral law governing the conditions of the Supply of the Secondary Nitrous Oxide Abatement System, we would like to inform you that taking into account: (i) the principle of good faith (ii) the common practice in international contracts and (iii) that the contract will be executed in Colombia, it is necessary that the contractual obligations be interpreted and executed in accordance with the Colombian legal context, which will provide clarity and coherence in the application of the relevant regulations.

Notwithstanding the above and for your peace of mind, we could incorporate a clause in the contract indicating that the solution of controversies that arise on the occasion of the

corresponding legal transaction, may be resolved through an international arbitration court.

2.3 In any case, KBR need more time to review the contract terms and the terms of the bid. Please, kindly requesting to extend the observation period one week more.

Response From Monómeros:

Monómeros informs that it accepts this request for extension in the established times; for this reason it will modify the date of presentation of offers in the present bidding process.

2.4 The lump sum price of the goods need to be expressed in DDP incoterm. We cannot quote Lump sum DDP. We can quote lump sum FCA and transfer all the importation for cost of DDP to Monómeros in reimbursable way. Could you accept this?

Response From Monómeros:

Proposers are informed that the negotiation term is DAP. Please take into account the settlement of port charges and transportation from the port of arrival to the plant. This change will be reflected in the final version of the final bidding document.

2.5 Payment term is 60 days after invoice. We need to reduce to 30 in order to bid.

Response From Monómeros:

In response to the observation presented, the evaluation committee is pleased to inform that taking into account that the payments are made directly by GIZ, 60 days is the maximum period in which the agency will make each of the agreed disbursements, and it is not appropriate to modify the previously mentioned period.

However, Monómeros will modify the deadline for payment to a maximum of 45 days from the date of invoicing.

2.6 Kindly request extension of the bid due date till 30th September.

Response From Monómeros:

Monómeros informs that it accepts this extension request within the times established in the bidding process schedule.

2.7 Clause 14.3 of the tender Document. Section II. Indemnity. KBR cannot accept this conditions which means unlimited consequential damages. Please remove and we can negotiate in the contract later.

Response From Monómeros:

The indemnity clause established in SECTION II, PAR. 14.3 of the tender documents is not unlimited, is limited to damages that may be caused by virtue of the execution of the object and contractual obligations; namely:

(...) from damage or injury to persons or property of third parties caused by the contractor in the execution of the object and contractual obligations. (...)

(...) In the event that a claim, lawsuit or legal action is filed against Monómeros, for matters that according to the contract are the contractor's responsibility. (...)

2.8 Please clarify with the financial statement of which year or period need to be calculated the index indicated as financial and organizational capacity.

Response From Monómeros:

The base information for the calculation of the indicators must correspond to the date of the certified and/or audited financial statements provided by the bidder.

In the above terms, we respond to the comments and questions formulated.

The evaluation committee:

Saúl Torregroza

Saúl Torregroza:

Chemical Engineering Superintendent.

Alex Prieto

Alexander Prieto:

Reliability Engineer and solids handling equipment.

Javier Vides

Javier Vides:
Nitric acid Plant Superintendent.

Sahara Saade

Sahara Saade:
Legal Specialist.

Eduardo Montaña

Eduardo Montaña:
Tributary Manager