

NUCLEOELÉCTRICA ARGENTINA S.A.

GENERAL BIDDING TERMS AND CONDITIONS

SELECTION PROCEDURE:

**PRICE BIDDING A
PRICE BIDDING B
PRIVATE BIDDING
PUBLIC BIDDING**

INDEX

GENERAL CONDITIONS OF THE BID

1. INTRODUCTION

- 1.1 APPLICABLE LAWS AND RULES
- 1.2 ORIGIN OF GOODS AND/ OR SERVICES
- 1.3 COST OF CONTRACTING

2 CONTRACT DOCUMENTS

- 2.1 INFORMATION CONTAINED IN THE CONTRACT DOCUMENTS
- 2.2 CLARIFICATION OF THE CONTRACT DOCUMENTS
- 2.3 MODIFICATIONS OF THE CONTRACT DOCUMENTS

3 PREPARATION OF BIDS

- 3.1 LANGUAGE
- 3.2 DOCUMENTS MAKING UP THE BID
- 3.3 BID FORM
- 3.4 BID PRICE
- 3.5 CURRENCIES IN WHICH BIDS WILL BE EXPRESSED
- 3.6 DOCUMENTS REQUIRED FOR THE BIDDER'S ELIGIBILITY AND QUALIFICATION.
- 3.7 DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE GOODS AND/OR SERVICES AND THEIR CONFORMANCE TO CONTRACT DOCUMENTS
- 3.8 BID BOND
- 3.9 VALIDITY PERIOD OF THE BID
- 3.10 FORMAT AND SIGNING OF THE BID
- 3.11 INADMISSIBILITY GROUNDS OF THE BID

4 PRESENTATION OF BIDS

- 4.1 TERM FOR THE PRESENTATION OF BIDS
- 4.2 DELAYED BIDS
- 4.3 WITHDRAWAL OF BIDS

5 OPENING AND ASSESSMENT OF BIDS

- 5.1 OPENING OF BIDS
- 5.2 ASSESSMENT OF BIDS
- 5.3 COMPARISON OF BIDS
- 5.4 COMPRE ARGENTINO Y DESARROLLO DE PROVEEDORES
- 5.5 IMPROVEMENT OF PRICES AND/ OR CONTRACTUAL CONDITIONS
- 5.6 OBJECTIONS TO THE AWARD PROPOSAL
- 5.7 TRANSPARENCY

6 CONTRACT AWARD

- 6.1 NASA'S RIGHT TO MODIFY QUANTITIES AT THE TIME OF AWARD
- 6.2 AWARD CRITERIA
- 6.3 NASA'S RIGHT TO ACCEPT OR REJECT ANY BID
- 6.4 NASA'S POWER
- 6.5 AWARD NOTIFICATION
- 6.6 TERMS
- 6.7 NOTICES

GENERAL CONDITIONS OF THE CONTRACT

7 CONTRACT PERFORMANCE

- 7.1 APPLICATION
- 7.2 DELIVERY OF THE PURCHASE ORDER OR CONTRACT
- 7.3 PERFORMANCE BOND
- 7.4 CONFIDENTIALITY OF CONTRACT DOCUMENTS
- 7.5 PATENT RIGHTS

- 7.6 RECEIPT
- 7.7 INSPECTIONS AND TESTS
- 7.8 PACKAGING
- 7.9 DELIVERY AND DOCUMENTS
- 7.10 DEFINITE AND/ OR TEMPORARY IMPORTS
- 7.11 SHIPPING NOTICE
- 7.12 SAFETY STANDARDS
- 7.13 REQUIREMENTS FOR THE EXPORT OF THE SUPPLY TO THE ARGENTINE REPUBLIC
- 7.14 INSURANCE
- 7.15 FREE ACCESS
- 7.16 SERVICES TO BE PERFORMED BY PERSONNEL NOT RESIDING IN ARGENTINA
- 7.17 ENVIRONMENTAL MANAGEMENT- REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS
- 7.18 OPTION IN FAVOR OF NASA
- 7.19 SPARE PARTS
- 7.20 WARRANTY OF GOODS AND SERVICES
- 7.21 INVOICING AND PAYMENT
- 7.22 CHANGE ORDERS
- 7.23 MODIFICATION OF THE CONTRACT
- 7.24 READJUSTMENT OF PRICES
- 7.25 SUBCONTRACTING AND ASSIGNMENT
- 7.26 DELAYS IN PERFORMANCE BY THE SUPPLIER
- 7.27 PENALTIES DUE TO DELAYS
- 7.28 RESCISSION DUE TO BREACH
- 7.29 FORCE MAJEURE
- 7.30 TERMINATION DUE TO CONVENIENCE
- 7.31 SETTLEMENT OF CONTROVERSIES
- 7.32 LANGUAGE
- 7.33 TAXES AND DUTIES
- 7.34 EXPENSES ON THE SUPPLIER'S ACCOUNT
- 7.35 NUCLEAR RISK LIABILITY

GENERAL TERMS AND CONDITIONS OF THE BID

1. INTRODUCTION

1.1 APPLICABLE LAWS AND RULES

NASA shall govern its purchases and contracting of Goods and Services according to the provisions corresponding to the Regulation for the Procurement and Contracting of Goods and Services. The resolutions made by **NASA**'s Board of Directors will be definitive and will not be appealable before any other Body of the National Public Administration. The agreements made between **NASA** and the awarded company in accordance with the selection procedures ruled in the Regulation for the Procurement and Contracting of Goods and Services will be governed under private law in all other aspects beyond what concerns the purchase and contracting procedures ruled in **NASA**'s Regulation.

The contract will be interpreted pursuant to the laws of the Argentine Republic.

1.2 ORIGIN OF GOODS AND/ OR SERVICES

All the Goods and/ or Services that are to be supplied in accordance with the Contract shall indicate their country of origin.

In the case of services, a company is considered to be of a local origin when it is established in the Argentine Republic.

In those cases in which the main object of the Purchase Order and/ or Contract is subcontracted, the local nature of the company that actually provides the services required will be considered.

1.3 COST OF CONTRACTING

The Bidder shall pay all the expenses related to the preparation and presentation of his Bid and **NASA** will under no circumstance be liable for said costs, regardless of the manner in which the contracting is carried out or of its result.

2. CONTRACT DOCUMENTS

2.1 INFORMATION CONTAINED IN THE CONTRACT DOCUMENTS

The documents detailed below specify the Goods and/ or Services required, and the contractual conditions:

- a. General Bidding Terms and Conditions.
- b. Special Bidding Terms and Conditions.

The participation in any of the contracting procedures made by **NASA** implies the Bidder's full acceptance of all the terms provided for in these Bidding Terms and Conditions, as well as of what is set forth in the Regulation for the Procurement and Contracting of Goods and Services currently in force for **NASA**, and it will imply the interested party's compliance with its terms, along with the waiver to contest such, totally or partially, in administrative or judicial field.

Due to what has been mentioned above, a copy of the Regulation for the Procurement and Contracting of Goods and Services shall not be delivered along with the Bid.

The Bidder shall examine all the documents of the Contracting. If The Bidder fails to provide all the information required or presents a Bid that does not conform to those documents substantially as well as in all its aspects, the risk will be for his account and the consequence may be the rejection of his Bid.

2.2 CLARIFICATION OF THE CONTRACT DOCUMENTS

Any Bidder legally authorized to participate in a Public Bidding may request, up to EIGHT (8) days prior to the opening date of the Bids, clarifications regarding the Contract Documents.

For Private Biddings and Price Biddings, the invited suppliers may request clarifications up to THREE (3) days prior to the opening date.

NASA will send the corresponding clarifications and/ or modifications TWO (2) days prior to the expiration of the term for the presentation of bids at the latest to all of the interested suppliers.

2.3 MODIFICATION OF THE CONTRACT DOCUMENTS

NASA may, due to any reason and at any time prior to the expiration of the term for the presentation of Bids, modify the Documents by means of an amendment, either on its own initiative or as a result of a clarification requested by an interested Supplier.

All the interested Suppliers shall be notified of the amendments to the e-mail address indicated at the time of registration and which is to be kept updated for said purpose; said amendments will be compulsory for them.

NASA may, at its own discretion, extend the term for the presentation of Bids, in order to give the possible Bidders reasonable time to take into consideration in the preparation of their Bids the amendments made to the Contract Documents.

3. PREPARATION OF BIDS

3.1 LANGUAGE

The Bid and all the correspondence and documents related to the Bid exchanged between the Bidder and **NASA** shall be written in Spanish; any printed material provided by the Bidder may be written in another language of international use, and if applicable, it shall be accompanied by a translation into Spanish of the pertinent parts.

3.2 DOCUMENTS MAKING UP THE BID

The Bid shall include the following documents:

- a) the Bid Form and the Price List.
- b) documentary evidence of the eligibility of the Goods and/ or Services required by **NASA** which will be supplied by the Bidder, and their agreement with the Contract Documents as per Clause 2 and
- c) the Bid Bond, pursuant to clause 3.8.

3.3 BID FORM

The Bidder may provide a quotation for one, several or all of the lots. The discounts that may be offered for the award of two or more lots will be considered.

Alternative bids may be presented and accepted; these will be assessed provided that they correspond to the most convenient basic bid for NASA.

Only one basic bid may be submitted. The Bidder must clearly indicate which his basic bid is; otherwise, NASA will consider it to be the bid with the lowest value.

3.4 BID PRICE

The Bidder shall indicate in the Price List, the unit and total prices of the bid for the Goods and/ or related Services that he offers to render in accordance with the Contract Documents.

The prices indicated in the Price List will be separately stated as described below:

a. In the case of Goods offered from the Argentine Republic:

(1) the price of the Goods quoted: at the factory, in exhibition room, in the store, in stock or in the place indicated by **NASA** in the General and Special Bidding Terms and Conditions or the Technical Specification, as applicable:

- on the components and raw materials used in the manufacture or assembly of the Goods quoted at the factory; or
- on Goods of foreign origin which were previously imported, the price of which is quoted in exhibition room, in the store , in stock, or in the place indicated by **NASA**;

(2) the charges in respect of local transportation, insurance and other local costs related to the delivery of Goods or the rendering of Services at their final destination; and

(3) the cost of the related Services.

b. In the case of Goods offered from abroad:

(1) the price of the Goods quoted under the INCOTERMS condition in force.

(2) the FOB price of the Goods at the shipping port.

(3) the charges estimated in respect of local transportation, insurance and other local costs related to the dispatch of the Goods from the port of entry up to their final destination; and

(4) the cost of related services.

The prices quoted shall exclude VAT. Only in those cases in which the bidder specifies that the values include VAT will the amount corresponding to the Tax be deducted at the moment of making the comparison of bids.

The prices quoted by the Bidder will be fixed during the Contract. The Bids presented with variable prices shall not be taken into consideration by **NASA**.

3.5 CURRENCIES IN WHICH BIDS WILL BE EXPRESSED

The prices will be quoted in the following currencies:

- a. In the case of Goods and/ or Services coming from the Argentine Republic, prices will be expressed in the legal currency of the Argentine Republic.;
- b. In the case of Goods and/ or Services coming from broad, prices may be expressed in the legal currency of the Bidder’s country, o in United States Dollars. Bidders may use up to three currencies apart from the legal currency of the Argentine Republic.
- c. In the case of Goods coming from abroad which are nationalized and/ or services coming from abroad to be rendered in the country: bids expressed in foreign currencies will be accepted, payable in the legal currency of the Argentine Republic, as per the seller exchange rate fixed by Banco de la Nación Argentina, in force the day before that of actual payment.

3.6 DOCUMENTS ESTABLISHING THE BIDDER’S ELIGIBILITY AND QUALIFICATION

Except in those cases where bidders are individuals not residing in the Argentine Republic or companies incorporated abroad and the contract is performed with the foreign company and not with its branch or with any other type of delegation in the Argentine Republic, in order to establish bidders’ eligibility and qualification, the documents described below will be required:

a) LEGAL ENTITIES

(1) For Business Corporations and Limited Liability Companies^{TsN1:}

- Copy of the By-laws or Articles of Incorporation certified by a Special Notary Public (*) with all of its amendments and registration in the Superintendency of Corporations or provincial bodies controlling legal entities, as applicable
- Copy of the current Minutes of the Shareholders’ Meeting held for the appointment of authorities, certified by a Special Notary Public (*), and/ or of the power of attorney certifying that the signer of the Bid has sufficient powers to bind the company.
- Affidavit of legal and de facto domicile.
- AFIP [*Federal Administration of Public Income*] related documentation: Proof of Registration in force.
- Bidders shall submit, as a sword statement, a printout of the enquiry referred to in Article 5° of General Order 4164-E, signed by an individual with sufficient legal capacity to bind the company. For this purpose, they shall enter into the Sistema Cuentas Tributarias [System of Tax Accounts] of AFIP Website, then click on the option “Detalle de Deuda Consolidada” [Detail of Consolidated Debt], and then, click on “Consulta de deuda proveedores del Estado” [Enquiry on State Suppliers Debt]. Bidders will be eligible only if they do not have any debts due from tax liabilities and/ or social securities for an amount equal to or higher than one thousand five hundred (\$1.500.-), which were due during the calendar year corresponding to the date of the enquiry, as well as in the five (5) previous calendar years. In case of any false statement, NASA will declare the company in question indefinitely ineligible for participating in new selection

^{TsN1:}Type of registered close corporation in which the number of stockholders is limited, the investment is made in fixed payments, the liability for corporate debts is limited to an amount established in the articles of incorporation, and the capital is divided in parts or quotas (i.e. not by shares).-----

procedures and/ or signing new contracts, and it may cause the termination of the contract as a result of the supplier's fault leading to the loss of the contract performance bond. The "Detalle de Deuda Consolidada" pursuant to Article 5° of General Order 4164-E, will be required as from amounts of \$1.000.000.-

- Last approved balance sheet, with certification of the Association of Economic Science Professionals and stamp, when the delivery deadline of the contracting exceeds one hundred eighty (180) running days.

(2) For de facto business associations or corporations.^{T's N.2:}

- Copy certified by a Special Notary Public (*) of the applicable Identity Card of each Partner.
- Affidavit of de facto domicile and domicile by choice.
- AFIP related documentation: Proof of Registration in force.
- Statement of financial position and statement of property owned of each partner, duly certified by Association of Economic Science Professionals and stamp, when the delivery deadline of the contracting exceeds one hundred eighty (180) running days.
- Bidders shall submit, as a sword statement, a printout of the enquiry referred to in Article 5° of General Order 4164-E, signed by an individual with sufficient legal capacity to bind the company. For this purpose, they shall enter into the Sistema Cuentas Tributarias [System of Tax Accounts] of AFIP Website, then click on the option "Detalle de Deuda Consolidada" [Detail of Consolidated Debt], and then, click on "Consulta de deuda proveedores del Estado" [Enquiry on State Suppliers Debt]. Bidders will be eligible only if they do not have any debts due from tax liabilities and/ or social securities for an amount equal to or higher than one thousand five hundred (\$1.500.-), which were due during the calendar year corresponding to the date of the enquiry, as well as in the five (5) previous calendar years. In case of any false statement, NASA will declare the company in question indefinitely ineligible for participating in new selection procedures and/ or signing new contracts, and it may cause the termination of the contract as a result of the supplier's fault leading to the loss of the contract performance bond. The "Detalle de Deuda Consolidada" pursuant to Article 5° of General Order 4164-E, will be required as from amounts of \$1.000.000.-

b) INDIVIDUALS:

- Certified copy before a Special Notary Public (*) of the applicable Identity Card.
- Affidavit of de facto domicile.
- Copy of the last payable pension fund contribution to the Pension Fund for Independent Workers or a copy of the proof of the Registration dated not more than forty five (45) running days prior to the date of the presentation of the Bid.
- AFIP related documentation: Proof of Registration in force.
- Bidders shall submit, as a sword statement, a printout of the enquiry referred to in Article 5° of General Order 4164-E, signed by an individual with sufficient legal capacity to bind the company.

^{T's N.2:} It refers to corporations the creation of which lacks formal legal requirements.-----

For this purpose, they shall enter into the Sistema Cuentas Tributarias [System of Tax Accounts] of AFIP Website, then click on the option “Detalle de Deuda Consolidada” [Detail of Consolidated Debt], and then, click on “Consulta de deuda proveedores del Estado” [Enquiry on State Suppliers Debt]. Bidders will be eligible only if they do not have any debts due from tax liabilities and/ or social securities for an amount equal to or higher than one thousand five hundred (\$1.500.-), which were due during the calendar year corresponding to the date of the enquiry, as well as in the five (5) previous calendar years. In case of any false statement, NASA will declare the company in question indefinitely ineligible for participating in new selection procedures and/ or signing new contracts, and it may cause the termination of the contract as a result of the supplier’s fault leading to the loss of the contract performance bond. The “Detalle de Deuda Consolidada” pursuant to Article 5° of General Order 4164-E, will be required as from amounts of \$1.000.000.-

- Statement of financial position and statement of property owned, duly certified by Association of Economic Science Professionals and stamp, when the contract performance term is longer than one hundred eighty (180) running days.

C) ASSOCIATION OF COMPANIES, CONSORTIUMS, JOINT VENTURE (UTE)

If an interested party considers it can optimize its specialty for the work by joining third parties, it can do so by means of an association of companies or a Joint Venture (UTE).

If in a Contracting process a Bidder participates in more than one bid, none of them will be assessed. However, this does not limit Subcontractors’ participation in more than one bid.

The members of a Consortium will not be entitled to assign their corresponding rights to third parties or to the other members of the Consortium without the Principal’s authorization.

The Bids submitted by an Association of Companies or a UTE shall comply with the following requirements:

- Attach to the bid the corresponding Contract binding them pursuant to what is set forth in the provisions included in Section IV Joint Ventures, articles 1463 to 1469 of the National Civil and Commercial Code.
- In case the company association is not incorporated at the time of the Bid presentation, its members shall submit a statement which signatures are certified before a Special Notary Public (*), indicating the name or Corporate Name and the address of those would be part of said association, the sample Contract they intend to execute in case of becoming awardees and the commitment to formalize such before signing of the Contract. Failure to comply with this commitment will give rise to the loss of the Bid Bond by way of penalty and compensation for damages caused to the Principal.

Contracts submitted by an Association of Companies or a UTE shall have the same duration than that of the work, Service or Supply subject-matter of the contract, as well as the express provision that all the partners will be responsible before the Principal for the compliance with all of the obligations arising from the Bid as joint and several debtors, without restrictions and principal payers waiving to the rights of division and excussio.

In case of submissions made by an Association of Companies or a UTE already incorporated and which Contract does not provide for the responsibility regarding the contractual obligations pursuant to the terms indicated in this clause, along with the bid, a document signed by all the members before a

Notary Public shall be submitted; said document shall state the acceptance of responsibility before the Principal for the compliance with all of the obligations of the Bid as joint and several debtors, without restrictions and principal payer waiving to the rights of division and excussio, in case of becoming awardees.

(*) When the notarial attestation is made by a Special Notary Public not performing functions within the scope of the City of Buenos Aires, his signature and seal must be certified by the Association of Notaries Public of his jurisdiction.

The “certification and authentication” required for the submission of the Documents provided for in Item 3.16 of the PBCG (General Bidding Terms and Conditions- Price Bidding “A”, Price Bidding “B”, Private Bidding and Public Bidding Rev.2) will be required as from the amount of \$5.000.000.

In order to comply with what is provided for in Decree 202/17 and Order 11-E/17 MJyDH Secretaría de Ética Pública, Transparencia y Lucha contra la Corrupción, the “Sworn Statement of Interests” shall be submitted pursuant to the List of Public Officials and **NASA**’s officers.

It should be considered that the original copy of the aforementioned Sworn Statement shall be either submitted before **NASA**’s Suppliers Registry or attached to the bid and it will be applicable for every **NASA**’s contracting as long as the attached list of public officials as well as of corporate officers remain in force and effect.

The documents required and necessary for updating or completing what is requested herein will be delivered prior to the presentation of the Bid to **NASA**’s Suppliers Registry, and **NASA** will issue the corresponding receipt to be attached to the Bid.

3.7 DOCUMENTS ESTABLISHING THE ELIGIBILITY AND CONFORMANCE OF THE GOODS AND/ OR SERVICES WITH THE CONTRACT DOCUMENTS

The Bidder shall present as part of his Bid, the documentation establishing the origin of all the Goods and/ or Services that he intends to supply by virtue of the Contract and their conformance with the Contracting documents.

The documents evidencing the origin of the Goods and/ or Services will consist of a statement attached to the Price List, indicating their origin. In the case of Goods, said origin will be confirmed by means of a certificate of origin issued at the time of shipment.

The Goods and/ or Services offered shall conform to the standards mentioned in the Technical Specifications. When no applicable standards were mentioned, bids shall conform to the latest version applicable to the country of origin of the Goods and/ or Services.

The documentary evidence of the conformance of the Goods and/ or Services with the Contracting Documents may consist of printed material, designs and other data, and shall contain:

- a. A detailed description of the essential technical and operation-related features offered
- b. A complete and detailed list of all the spare parts, special tools, etc. (including their sources of Supply and current prices), necessary for the proper and continuous operation of the Goods and/ or Services offered for a period which shall be specified by the Bidder, when applicable, as from the time when **NASA** starts to use the Goods and/or Services; and

c. A statement evidencing that the Goods and Services substantially comply with **NASA**'s technical specifications, where the differences or exceptions with respect to said specifications, if existing, shall be specified.

The Bidder shall take into account that the standards of manufacture, materials and equipment and the references to brands or catalog numbers made by **NASA** in the Technical Specifications have a merely descriptive purpose and not a restrictive one. The Bidder may include in his Bid other standards, brands or catalog numbers, provided that he proves, in a way that results satisfactory to **NASA**, that such are substantially equivalent or superior to those present in the Technical Specifications.

Notwithstanding what has been provided before, it will not be applicable when **NASA** requires Supplies of a specified brand, with an explanation stating that it should not be any other brand but that one.

3.8 BID BOND

The Bidder shall supply as part of his Bid, a bid bond for an amount equal to five percent (5%) of the total amount of his bid, VAT excluded.

When a quote is made in foreign currency and the bond is expressed in Pesos, its amount will be calculated on the basis of the seller exchange rate fixed by Banco de la Nación Argentina, in force at the close of the day before the date of creation of the bond.

Such bond is required in order to protect **NASA** should possible acts by the Bidder justify the execution of the bond, as specified in this document.

It will be obligatory to submit bid bonds in the case of contracts exceeding the sum of \$5,000,000.

The bid bond may be presented in any of the following manners:

a) By means of a cash bank deposit or wire transfer in Nucleoeléctrica Argentina Sociedad Anónima.'s account No. 408/52. Official current accounts of Banco de la Nación Argentina – Sucursal Plaza de Mayo, Bartolomé Mitre 326 CABA- 2° Subsuelo.

b) By means of a bank guarantee or other bond to the satisfaction of **Nucleoeléctrica Argentina S.A.**; the guarantor shall make himself joint and several debtor without restrictions and principal payer waiving the rights of division and excussio under the terms provided for in Section 1.583 of the National Civil and Commercial Code, as well as the benefit of prior judicial demand for payment.

c) Via contingency insurance by means of policies approved by the *Superintendencia de Seguros de La Nacion* (Insurance Superintendency of the Nation) issued in favor of **Nucleoeléctrica Argentina S.A.** duly certified by a Special Notary Public.

These shall expressly state as follows:

It is stated for the record that this policy is issued pursuant to the provisions of decrees 411/69 y 4294/69.

To that effect, the insurer shall make himself joint and several debtor without restrictions and principal payer of the bond provided for in the Bidding Documents or in the Contract, as applicable, pursuant to what is set forth in Order 17047 of the Superintendencia de Seguros de la Nación dated 09/12/1982.

The insurer waives the rights of division and excussio under the terms provided for in Sections N°1583, 1584, 1589 and 1590 of the National Civil and Commercial Code.

It is expressly stated for the record that the Insurer expressly waives the benefit of prior judicial demand for payment.

d) Through the imposition of liens on the bidder's or awardee's credits that are settled and to be collected in **NASA**. To such effect, the interested party shall submit the pertinent certification on the date when the warranty is established.

It is hereby informed that the place for payment that shall be indicated in the Bonds is "Av. Del Libertador 8250 PB oficina 116, CABA".

If the bond has been submitted in a defective manner, the Bidder will be called on to repair it within a term of five (5) working days after being notified, either by endorsing or replacing it.

NASA will be entitled to award the subject matter of the contract to a Bidder that has not submitted the bid bond provided that his bid is technically admissible, the delivery deadlines meet what is required in the Bidding Documents and the price quoted is fifteen percent (15 %) lower than that of the following Bidder whose bid is technically admissible, meets the delivery deadlines established in the Bidding Documents and has submitted a bid bond. **NASA** reserves the right not to require the bid bond in case there is only one Bidder and such had not submitted it.

The bonds corresponding to the bids that are not accepted will be cancelled or returned once the award has been made. For this purpose, **NASA** will inform the interested suppliers the same are available to be withdrawn.

In the cases in which, after receiving reliable notification, the Bidder or awardee does not withdraw the bonds, he/she may claim its return within a term of one (1) year to be calculated as from the date of notification. The lack of submission within the term pointed out by the holder of the right shall imply the tacit waiver of the same in favor of **NASA**, and NASA will be entitled to proceed if applicable to the destruction of the Surety Bond or the guarantees presented. The bid bonds corresponding to the Awardees will be cancelled or returned once the Awardees have supplied the Performance Bond as per Clause 7.3, upon **NASA's** total agreement.

In the cases in which, after receiving reliable notification, the Bidder or awardee does not withdraw the bonds, he/she may claim its return within a term of one (1) year to be calculated as from the date of notification. The lack of submission within the term pointed out by the holder of the right shall imply the tacit waiver thereof in favor of **NASA**, entitling the latter to order whatever value the bond holds to be entered as part of NASA's assets or if applicable proceed to the destruction of the document submitted.

The bid bond may be executed:

- a) If the Bidder withdraws his bid within the validity period established in clause 3.9 herein.
- b) In the case the bid is accepted, if he Bidder:
 - if applicable, does not sign the contract in accordance with Clause 7.2, or
 - does not provide the Performance Bond in accordance with Clause 7.3.
- c) Due to any other non-performance that pursuant to these Bidding Terms and Conditions may be considered to be grounds for the enforcement of the Bid Bond.

In those cases in which no bond was submitted and the bidder withdrew the bid beyond the time frame provided for in the bidding terms and conditions, the bidder will be suspended for a term of 12 months

as of the date the breach is determined. During said period he will not be entitled to participate in NASA's competitive procedures or be awarded any contracting in which he may have participated.

In case of a repeated breach, the eligible bidder/ supplier's suspension will last 24 months as of the date the breach is determined. During said period he will not be entitled to participate in NASA's competitive procedures or be awarded any contracting.

3.9 VALIDITY PERIOD OF THE BID

The bid shall be valid for sixty (60) days as from the bids opening date provided by **NASA**, as per Clause 4.1. In the case of Price Bidding A, bids shall be valid for thirty (30) days.

Bids having a validity period shorter than the one required may be rejected by **NASA** since they do not conform to the Contract Documents.

If the Bidder does not express by certifying means his will not to renew the Bid at least TEN (10) days in advance of the expiry of the term, such bid will be considered automatically extended for a period equal to the initial one and so forth. The Bidder who rejects to accept this provision, will not lose his bid bond but may be excluded from the Contracting.

3.10 FORMAT AND SIGNING OF THE BID

The bid shall be digital, it shall be submitted in PDF format and signed by the Bidder or by the person/s duly authorized to bind the Bidder, also indicating their corresponding position. This authorization shall be recorded in a written power submitted to **NASA**. The bid shall not have texts between lines, smudges or erasures except when it were necessary in order to correct mistakes of the Bidder, in which case the corrections shall be certified in a footnote and signed by the same person signing the bid.

3.11 INADMISSIBILITY GROUNDS OF THE BID

The bid shall be considered inadmissible in the following cases:

- a) If it is submitted by disqualified or suspended people to contract with the Nation State or with **NASA**.
- b) If it has conditioning factors.
- c) If it has clauses as opposed to the rules governing the contracting.
- d) If it incurs in other inadmissibility grounds expressly and with good reason foreseen as such by these Bidding Terms and Conditions.
- e) In the case of suppliers that have committed breaches and were temporarily suspended by NASA's Suppliers' Registry.

The insignificant structural mistakes shall not be considered to be inadmissibility grounds of the bid.

4. PRESENTATION OF BIDS

4.1 TERM FOR THE PRESENTATION OF BIDS

Bids shall be received by **NASA** in the e-mail account indicated in the letter of invitation and/ or the platform approved to such end until the date and time fixed for the Opening of Bids.

NASA may, at its own discretion, extend the term for the presentation of bids by means of amendment to the Bidding Documents, pursuant to Clause 2.3, in which case all the rights and obligations belonging to **NASA** and the Bidders will be subject to the new term for the presentation of bids.

4.2 DELAYED BIDS

Any bid received by **NASA** after the term set for the receipt thereof, will be rejected and/or returned to the Bidder.

4.3 WITHDRAWAL OF BIDS

Before the expiration of the term set for the presentation of bids, Bidders may withdraw their bids after their submission. For this purpose, they shall notify **NASA** in advance about the withdrawal thereof by certifying means.

No bid may be withdrawn after the term abovementioned. The withdrawal of a bid after such time may result in the execution of the bid bond or the suspension of the supplier for a term of 12 months.

5. OPENING AND ASSESSMENT OF BIDS

5.1 OPENING OF BIDS

On the day and at the time fixed for the Opening of Bids, **NASA** will proceed to the digital opening of the bids, only in the presence of NASA's officers belonging to the sector in charge of the bidding, as well as **NASA**'s authorities who may wish to attend, who may verify the opening of bids.

As from the time fixed as deadline for the submission of the digital bids, no other bids shall be received, even when the opening has not started.

If the day indicated for the opening of bids were a non-working day, the opening will take place on the following working day at the same time. Only in the case of Public Biddings will the bids be exhibited to the Bidders during a period of three (3) days, as of the working day following the opening. That shall not hinder the progress in the administrative management.

5.2 ASSESSMENT OF BIDS

NASA will determine if each bid essentially conforms to the Bidding Documents. For the purposes of this Clause, a bid will be considered to essentially conform to the Bidding Documents when it meets without significant differences, all the stipulations and conditions of said documents.

Arithmetic errors will be corrected as follows: should there is a discrepancy between a unit price and the total price resulting from multiplying such unit price by the corresponding quantities, the unit price will prevail and the total price will be corrected. If the total quoted for each line does not correspond to the unit price, the latter shall be taken into account as the quoted price. If the Bidder does not accept the correction, his bid will be rejected. Should there be a discrepancy between words and figures, the amount expressed in words will prevail. Any other error denounced by the Bidder prior to the awarding shall cause the bid rejection, with the loss of the bond.

Any bid which does not substantially conform to the Bidding Documents may be rejected by **NASA**.

The assessment of bids will be performed on a lot by lot basis or by combination of lots o for all of the lots, whichever is more convenient for **NASA**.

In order to facilitate the assessment and comparison of bids, **NASA** will convert to the legal currency of the Argentine Republic all the prices quoted in the different currencies, using the selling exchange rates established by the Banco Nación Argentina. The rates to be applied will be those in force on the day prior to the Opening of the Bids.

5.3 COMPARISON OF BIDS

NASA may exempt minor differences in a Bid as regards the Bidding Documents.

Once the bids are determined to conform to the Bidding Documents, the same will be assessed.

In order to compare the prices quoted, **NASA** will calculate all the costs, rights and taxes paid or to be paid as components and raw materials applicable to each quotation, in order to obtain the final delivery values at the place of final destination.

5.4. COMPRE ARGENTINO Y DESARROLLO DE PROVEEDORES

The Annex called "COMPRE ARGENTINO Y DESARROLLO DE PROVEEDORES" pursuant to the Law currently in force is attached to the end of the General Bidding Terms and Conditions.

5.5. IMPROVEMENT OF PRICES AND/ OR CONTRACTUAL CONDITIONS

At **NASA**'s exclusive criterion, the bidder having the most convenient bid will be required to present within a fixed term, an improvement of prices and/ or contractual conditions, which shall be sent to the e-mail address indicated in the purchase order.

This methodology will also be applicable in those cases in which there is equality in the prices offered.

Price equality will be considered to exist when there is a difference lower than FIVE PER CENT (5%) among the best bids of two or more bidders. These proposals will be opened pursuant to what is provided for in the corresponding selection procedure.

If a bidder remains silent when being invited to improve his bid, he will be considered to maintain his original bid.

NASA will determine, to its satisfaction, if the Bidder whose bid was the most convenient one, is qualified or not to perform the Contract satisfactorily.

The evaluation will be based on the possible bidders' capacity by virtue of the analysis of the legal, accounting and financial documentation required, as well as background, experience and compliance with previous contracts.

5.6 OBJECTIONS TO THE AWARD PROPOSAL

In every case, **NASA** will notify the result of the evaluation performed to all the bidders who have submitted bids in **NASA**'s Suppliers' Portal or in the Official Bulletin, or by e-mail.

Only in the case of Public Biddings may the interested parties who wish to object to the same do so within THREE (3) days after being notified. During such period, the digital file will be placed at the Bidders' disposal for their view.

The Bidder who wishes to raise an objection shall previously make a bank deposit in favor of Nucleoeléctrica Argentina S.A. in **NASA's** account N° 408/52 Official current accounts of Banco de la Nación Argentina – Sucursal Plaza de Mayo, Bartolomé Mitre 356 CABA- 2° Subsuelo., equal to FIVE PER CENT (5%) of the total amount of his bid. Said amount will be returned to him in case his objection renders successful; otherwise, it will remain under **NASA's** ownership.

5.7 TRANSPARENCY

Any attempt by a Bidder to exert influence over **NASA's** decisions in the assessment and comparison of bids or the Contract award, may result in the rejection of his bid.

6. CONTRACT AWARD

6.1 NASA'S RIGHT TO MODIFY THE QUANTITIES AT THE TIME OF AWARD

NASA, at the time of awarding the Contract, reserves the right either to increase up to thirty five (35) % or to decrease up to ten (10) % the quantity of Goods and Services specified in the Bidding Documents, in either case, under the conditions and prices agreed and pursuant to the respective terms, by means of well-founded resolution by the same authority that awarded the Contract. The increase or decrease may affect one, several or all of the lines of the Purchase Order or Contract, provided that the resulting total does not exceed the percentages established in this subsection.

6.2 AWARD CRITERIA

Except as otherwise stated in the Technical Specifications or the Special Terms and Conditions, subject to what is provided for in Clause 6.3, **NASA** will award the Contract – on a Lot by Lot basis or by combination of Lots, considering the offer of discounts for the award of 2 or more lots, prevailing the proposal that results economically most convenient for **NASA**.

In the case of the purchase of a good or the contacting of a standardized service or one of common use which technical characteristics that can be unmistakably specified and identified, "economically most convenient bid" will be understood, in principle, as that having the lowest price.

6.3 NASA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

NASA reserves the right to accept or to reject any bid, as well as not to award the bidding and to reject all the bids at any time prior to the award of the Contract, without consequently incurring in any responsibility whatsoever with respect to the Bidders affected by this decision and/or having the obligation to notify them of the reasons for **NASA's** action.

The Bidder will not be entitled to claim indemnification or compensation for any expense originated as a consequence of the annulment of the Call for Bids by **NASA**.

6.4. NASA'S POWER

NASA may, through competent authority, at its sole discretion, render null the bidding procedure at any time prior to the contract delivery, without any kind of compensation in favor to the interested parties or bidders.

6.5 AWARD NOTIFICATION

Prior to the expiration of the validity period of the bid, and within a term of three (3) days after the award act has been performed, **NASA** will notify the selected Bidder by certifying means that his bid has been accepted.

Once the Awardee has been notified, he shall be bound to the performance of the renderings in his charge established in the Purchase Order, as well as to the signature of the corresponding Contract, if any.

If the Awardee rejected the Purchase Order, **NASA** may award the contract to the Bidder following in the order of merit and so forth, without prejudice to the application of the corresponding penalties and the loss, in his case, of the bid bond.

6.6 TERMS

Terms during the contracting process will be understood to be working days except otherwise stated. Terms corresponding to the Contract performance will be understood to be running days.

6.7 NOTICES

Notifications between **NASA** and the bidders or suppliers, either during the selection procedure or during the performance of the contract, will be made by e-mail, trying to save expenses and be fast in the proceedings. Publication on NASA's Internet site (www.na-sa.com.ar) may also be used for spreading of notices.

Bidders shall indicate the data requested in the Bid Form. For the same purposes, NASA will state its contact information in the letter of invitation.

Every communication performed through NASA's Suppliers' Portal shall be subject to the Terms and Conditions established therein.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

7. CONTRACT PERFORMANCE

7.1 APPLICATION

These General Terms and Conditions will be applicable provided that they are not modified by provisions in the Special Bidding Terms and Conditions.

7.2. DELIVERY OF THE PURCHASE ORDER OR CONTRACT

From the moment the Awardee is notified about the issuance of the Purchase Order or after he is notified that the Contract is open for signature, the latter will be considered to be delivered. Forty-eight (48) hours after having received the Purchase Order, and if there have been no objections thereto, the same will be considered to be accepted. The Awardee shall seal and submit the Purchase Order to **NASA** within fifteen (15) days following its receipt.

7.3 PERFORMANCE BOND

The Bidder shall, within fifteen (15) days after receiving the notice of award or after the date of the signing of the Contract, submit a Performance Bond to **NASA** for an amount equal to ten (10) % of the value of the Contract, exclusive of VAT, or the amount specified in the Special Terms and Conditions of the Contract.

When the quotation is made in a foreign currency and the bond is expressed in Pesos, the amount thereof will be calculated based on the seller exchange rate of BANCO DE LA NACIÓN ARGENTINA in force at the closing of the day prior to the date the bond was created.

The amount of the Performance Bond will be payable to Nucleoeléctrica Argentina S.A. as an indemnification for the losses arising from the breach of the contractual obligations by the Supplier.

The Performance Bond will be expressed in the same currency as that of the Contract and it will be presented in one of the following manners:

a) By means of a cash bank deposit or wire transfer in Nucleoeléctrica Argentina Sociedad Anónima.'s account No. 408/52. Official current accounts of Banco de la Nación Argentina – Sucursal Plaza de Mayo, Bartolomé Mitre 356 CABA- 2° Subsuelo.

b) By means of a bank guarantee or other bond to the satisfaction of **Nucleoeléctrica Argentina S.A.**; the guarantor shall make himself joint and several debtor without restrictions and principal payer waiving the rights of division and excussio under the terms provided for in Section 1.583 of the National Civil and Commercial Code, as well as the benefit of prior judicial demand for payment.

c) Via contingency insurance by means of policies approved by the *Superintendencia de Seguros de La Nacion* (Insurance Superintendency of the Nation) issued in favor of **Nucleoeléctrica Argentina S.A.** duly certified by a Special Notary Public. These shall expressly state as follows:

It is stated for the record that this policy is issued pursuant to the provisions of decrees 411/69 y 4294/69.

To that effect, the insurer shall make himself joint and several debtor without restrictions and principal payer of the bond provided for in the Bidding Documents or in the Contract, as applicable, pursuant to what is set forth in Order 17047 of the Superintendencia de Seguros de la Nación dated 09/12/1982.

The insurer waives the rights of division and excussio under the terms provided for in Sections N°1583, 1584, 1589 y 1590 of the National Civil and Commercial Code.

It is expressly stated for the record that the Insurer expressly waives the benefit of prior judicial demand for payment.

d) Through the imposition of liens on the bidder's or awardee's credits that are settled and to be collected in **Nucleoeléctrica Argentina S.A.** To such effect, the interested party shall submit the pertinent certification on the date when the warranty is established.

It is hereby informed that the place for payment that shall be indicated in the Bonds is "Av. Del Libertador 8250 PB oficina 116, CABA".

The Performance Bond will be released by **NASA** within thirty (30) days after the date on which **NASA** issues the corresponding Definite Receipt Record or Certificate, pursuant to item 7.6 Receipt.

If **NASA** enforced in part the Performance Bond pursuant to what is set forth in these Bidding Terms and Conditions and that had not caused the termination of the Contract as per clause 7.28, the Supplier shall re-submit the Performance Bond up to the original amount within 10 (ten) days after being notified.

It will not be required to submit bonds in case the performance of the rendering takes place within the period fixed for bond submission, except that the Supply and/ or Service delivered is rejected. In this case, the term for the submission of the bond shall be counted as from the reliable notification of the rejection and not from the notification of the Purchase Order. The items rejected shall be kept under bond and shall not be withdrawn without the prior submission of the corresponding bond.

Failure to comply with what is provided for in this clause by the Awardee will constitute sufficient grounds for the annulment of the award and for the execution of the bid bond, in which case **NASA** may either award the Contract to the Bidder having the next lowest assessed bid, or carry out a new call for bids.

Once the Selected Bidder has submitted the Performance Bond pursuant to what has been set forth before, **NASA** will return the Bid Bond submitted.

At the request of the interested parties and except in the case of promissory notes, the partial return of the performance bonds may be carried out proportional to the part of the contract already performed, for what the substitution of the bond will be accepted in order to cover the resulting values.

In the cases in which, after receiving reliable notification, the bidder or awardee does not withdraw the bonds, he/she may claim its return within a term of ONE (1) year to be calculated as from the date of notification. The lack of submission within the term pointed out by the right's holder shall imply the tacit waiver thereof in favor of **NASA**, and it will be accepted by the latter when ordering the value the bond holds to be entered as part of its assets.

The submission of bonds will not be necessary in the cases provided for in Article 67 of Nucleoeléctrica Argentina S.A.'s Regulation for the Procurement and Contracting of Goods and Services.

It will be obligatory to submit performance bonds in the case of contracts exceeding the sum of \$5,000,000.

In those cases in which no bond is to be submitted and the bidder breached the contract, the bidder will be suspended for a term of 12 months as of the date the breach is determined. During said period he will not be entitled to participate in **NASA**'s competitive procedures or be awarded any contracting in which he may have already submitted a bid.

In case of a repeated breach, the eligible bidder/ supplier's suspension will last 24 months as of the date the breach is determined. During said period he will not be entitled to participate in **NASA**'s competitive procedures or be awarded any contracting.

7.4 CONFIDENTIALITY OF CONTRACTUAL DOCUMENTS

The Supplier will not disclose without **NASA**'s prior written consent, either the Purchase Order or the Contract or any of its provisions, or any specification, drawing, design, pattern, sample or information supplied by **NASA** or on its behalf, related to the contract, to any person except to the personnel hired by the Supplier for the purposes of the performance of the rendering on his account. What may be disclosed to said hired personnel will be confidential and will not exceed what is necessary for the performance of the Contract.

None of the documents or information indicated in clause 2 of the General Bidding Terms and Conditions of the Bid will be used for a purpose other than the performance of the Contract.

The documents indicated in Clause 2, except for the Contractual Document itself, will remain under **NASA**'s property and, if the latter requires so, they will be returned to it (in all of its copies) once all the obligations of the Supplier have been performed in accordance with what was agreed under the Contract.

The Supplier will permit **NASA** to inspect his accounts and accounting records concerning the execution of the Contract and the verification thereof by auditors appointed by **NASA**, if so required by **NASA**.

All the documents created by the Supplier for the performance of the Contract (drawings, technical specifications, reports, documents, etc.) will become **NASA**'s property upon submission thereof pursuant to what is provided for in the contractual documents. In case the Supplier cannot transfer the property of one or more documents, he shall establish the corresponding well-founded grounds in his Bid. The Supplier shall not use information obtained as a consequence of the works performed at **NASA** nor shall he disclose such works in the creation of documents for scientific or commercial disclosure or of any other kind without **NASA**'s prior express consent.

7.5 PATENT RIGHTS

The Supplier will assume all the responsibility and hold harmless **NASA** against any claim or suit filed by third parties due to infringement of patent rights, copyright, registered trademark or industrial designs arising from the use or marketing of the Goods and/ or Services or parts thereof in the Argentine Republic.

Should **NASA** inform the Supplier in writing of any infringement of the Intellectual Property Rights, the Supplier, at his own cost and risk, will procure for **NASA** the right to continue using the documents or Supplies or either will replace the infringing documents or Supplies with documents or Supplies that do not infringe any right or rule. The Supplier will hold **NASA** harmless against any and all damages, including legal fees and other expenses incurred as a result of legal actions and claims filed by third parties for the infringement of Intellectual Property Rights. **NASA** will provide the Supplier with the information reasonably requested by him for the defense of said legal actions and claims.

7.6 RECEIPT

The receipt of the Goods and/ or Services shall be of a provisional nature and the signed slips or receipts shall be subject to the Definitive Receipt.

The Supplies and/ or Services Provisional Receipt will be made upon the delivery and/ or rendering of such supplies and/or services in proper form at the place indicated in the Special Bidding Terms and Conditions and acceptance thereof will be subject to the signing of the Definitive Receipt Certificate.

The Definitive Receipt Certificate will be delivered to the Supplier within a term of 5 (five) days upon the performance of all the obligations set forth in the Contract. Once said term has passed, and in the absence of any remarks on the Definitive Receipt Certificate, the Supplier will be entitled to request **NASA** the issuance of such as well as the return of the Performance Bond.

7.7 INSPECTIONS AND TESTS

NASA or its agents will proceed to perform inspections in order to verify their conformance with the specifications of the Contract. In the Special Terms and Conditions of the Contract and/or Technical Specifications, the inspections and tests required by **NASA** and the place where these will be carried out will be indicated. **NASA** will notify the Supplier of the identity of any agents appointed for these purposes.

The inspections and tests may be carried out at the Supplier's or at his Subcontractor/s' premises, in the place of delivery and/or in the place of final destination of the Goods and/ or Services, as indicated in the Technical Specification. When such inspections and tests were carried out at the Supplier's or his Subcontractor/s' premises, the inspectors shall be provided with all the reasonable facilities and assistance, including the access to the drawings and data regarding production, without any cost to **NASA** whatsoever.

If the Goods and/ or Services inspected or tested did not conform to the specifications, **NASA** may reject them and the Supplier shall, with no cost, replace or modify them as necessary in order to comply with the specifications at **NASA's** whole satisfaction.

The inspection, test or approval of the Goods by **NASA** or its agents, prior to their shipment from the country of origin, will neither limit nor extinguish in any manner **NASA's** right to inspect, test and, when appropriate, reject the Goods once they arrive in the country.

The acceptance, inspection, compliance or lack of compliance, observations or comments provided by **NASA's** agents during the performance of the Contract shall in no case be understood as the Supplier's release from his obligation of adequate performance of the tasks he is responsible for, his contractual obligations or his bond obligations.

7.8 PACKAGING

The Supplier will pack the Goods as necessary in order to prevent their damage or deterioration during the transportation to the place of final destination indicated in the Contract. The packaging shall be adequate in order to bear, without limitations, its rough and careless handling in transit and during its exposition to extreme temperatures, salt and rains in transit or during its storage in open areas. The size and weight of the packages will consider, when applicable, the distance from the place of final destination of the Goods and the absence of heavy loading and unloading equipment at all the transit points up to the final destination. The timber used for manufacturing containers or other items used for

stowing international trade loads shall comply with what is set forth in the guidelines of the International Standards for Phytosanitary Measures (ISPMs) 15 of the Food and Agriculture Organization of the United Nations.

The packaging, brands and documents in the outside and inside of the bulks will strictly comply with the special requirements expressly indicated in the Contract and, subject to Clauses 7.9 and 7.21, or in any posterior instruction issued by **NASA**.

It will be the Supplier's responsibility that the Goods supplied are properly packed and identified so as to make possible their complete arrival to the place of final destination. If no packaging requirements are indicated in the Technical Specifications of the Contracting, the Supplier shall ensure that the chosen packaging consider at least the following: characteristics of the product, means of transportation, size and weight of bulk, handling methods, if it is stackable, etc. Besides, the requirements of Standard ASTM 3951 "Standard Practice for Commercial Packaging" shall be met. In the case of transportation of specific components to be used in the systems of a nuclear power plant, the packaging shall comply with the requirements stated in ASME NQA – 1 Subpart 2.2 "Quality Assurance Requirements for Packaging, Shipping, Receiving, Storage, and Handling of Items for Nuclear Power Plants."

All the Supplies that at NASA's request, require due to their characteristics an adequate treatment along the transportation chain (fragile supplies that must be safeguarded from humidity, protected from dumps, etc.) shall have a packaging with appropriate positioning of impact, dump and humidity sensors, as applicable, both as to quality and quantity. Besides being positioned adequately, the description of these sensors shall appear in the packing, commercial invoice and other shipping documents. In the case of sensitive Supplies (materials sensitive to electrostatic charges, blows and dumping) and/ or fragile supplies and if the value of the bulk is equal to or higher than U\$S 30,000, the relevant packing will also carry impact, dump and humidity sensors, which shall be included in the shipping documents.

Prior to the shipment, the supplier shall supply photographs of the supply duly packed and labeled. The supplier has the exclusive primary responsibility for the adequate package and its labeling.

7.9 DELIVERY AND DOCUMENTS

Delivery deadlines are understood to be running days as from the day following the date of Purchase Order receipt or of the opening of the corresponding documentary credit when such payment method had been agreed, or either as from the time of the performance of **NASA** obligations, when it had been so established.

The Awardee will deliver the Goods in accordance with the following, considering that they shall remain at the risk of the Awardee until the delivery has been completed:

a) For National Supplies:

- Awardee's packing slip or invoice with a description of the goods, quantities, unit price and total amount
- Delivery note/ railway receipt /road transportation receipt
- Manufacturer's or supplier's certificate warranty
- If so specified, certificate of inspection issued by the authorized control authority and inspection report by the Awardee's manufacturing facility; and certificate of origin.
- Goods of a National or of a foreign nationalized origin shall be delivered in the place indicated in these Bidding Terms and Conditions.

b) For Imported Supplies:

The list of information to be provided by the Supplier is indicated below:

1. Supplier.
2. Product description.
3. Product condition (new, used, refurbished, etc.).
4. Quantity.
5. Unit (kg/ lts. mtsZ).
6. Unit Price, FOB value, currency, origin.
7. Unit Price in u\$s.
8. FOB total in u\$s.
9. Origin of product (country).
10. Provenance of product (country).
11. Technical data of the product for tariff classification (provide leaflets in Spanish or otherwise in English).
12. Tariff item number.
13. Shipping means.
14. Net weight (item x item).
15. Expected shipping date.
16. Approximate arrival date.

Items 7, 8 and 12 are determined by the Customs Agent and/ or automatically calculated by SIM.

Item 13 should be proposed in the bid and it is defined by NASA with the requesting sector.

Items 15 and 16 will be planned by NA-SA based on the DELIVERY TIME provided by the Supplier.

Interventions by Third-party Entities

By virtue of the tariff item, there arises the application of National regulations leading to different interventions of control and authorization of certificates, prior to the import of goods, for instance:

- Electrical Safety (Department of Domestic Trade and Industry)
- Industrial Safety (Department of Domestic Trade and Industry)
- Personal Protection Devices (Department of Domestic Trade and Industry)
- Authorization Prior to the import of nuclear items and materials (Nuclear Regulatory Authority) (ARN)
- Certificate of origin (Ministry of Economy, Works and Public Services)
- Timber packaging (SENASA)
- Lead content certification (National Agency of Industrial Technology) (INTI)
- Trademark Fraud (AFIP/ADUANA)
- Sworn affidavit: Asbestos free (AFIP/ADUANA)
- Certificate prior to importing (SEDRONAR)
- Authorization prior to importing (ANMAT)

For the procurement and approval of the corresponding certificate, the supplier shall provide the documentation required which enables **NASA** to perform the proceeding before the certifying entity.

Unless otherwise stated in this Bidding Document, the quotation will be in accordance with INCOTERMS standards currently in force. The INCOTERMS mode will be indicated by **NASA** in the Bidding Terms and Conditions when **NASA** requires a specific an INCOTERMS condition. The packaging will be the appropriate one as per clause 7.8 and applicable INCOTERMS.

In order to determine the cost of transportation for the account of **NASA**, along with his quotation, the Bidder shall indicate the following regarding the quoted Supplies:

- Bulk quantity.
- Dimensions of each bulk.
- Gross and net weight of each bulk.

If applicable, the following should also be indicated: IMO/IMCO, IATA classification (DANGEROUS GOODS), Number of UNITED NATIONS and Commodities for the type of goods involved.

The Supplier shall send by mail the following documents to **NASA**:

1) **Before shipping**, a copy of the pro forma invoice shall be sent, making clear reference to the following:

- a) This Purchase Order N°: (The number recorded in the upper right hand corner of the purchase order shall be indicated.)
- b) Its Object (Description of the Supply/ Service, informing **NASA** in case there were used or refurbished Supplies).
- c) File N°:

Likewise, the invoice shall include: unit and total prices, agreed INCOTERMS delivery term in force, method of payment established, and sworn statement as follows:

“We declare under oath that all of the information included in this invoice is true and that the prices indicated are those to be actually paid”.

“We also declare that there are no covenants allowing changes to these prices”.

Once the pro forma invoice has been checked by the Customs Agent appointed by **NASA**, the final invoice, besides including the data aforementioned, shall be signed by the exporter's authorized representative.

Along with the pro forma invoice mentioned before, the corresponding packing either in Spanish or in English is required, specifying the Supply, weight and measurements of the bulk/s. If necessary, the Supply technical specification or leaflet shall also be provided; likewise, at the request of the Customs Agent appointed by **NASA**, the necessary certificates required by the Argentine Customs and which provision was the seller's responsibility, such as material composition, trademark, origin, etc. shall be provided. In those cases in which the Technical Specifications required processes, quality certificates, release protocols, as an applicable technical condition, their compliance will be a necessary and non excusable condition for the shipping and later receipt in good order of the Supply and/ or Service. Should the documents not be duly submitted to **NASA**'s satisfaction, the dispatch will not be authorized, and the Awardee will be responsible for any delay, default or failure to comply with deadlines.

2. **After shipment**, a complete set of the shipping documents is required to be sent to **NASA** by certified mail to:

NUCLEOELECTRICA ARGENTINA S.A.,
GERENCIA DE ABASTECIMIENTO Y CONTRATACIONES,

Francisco Narciso de Laprida 3163 5°-Villa Martelli- Provincia de Buenos Aires

REPUBLICA ARGENTINA

Likewise, in the case of Purchase Orders of Imported Supplies **payable by means of Wire Transfer**, the Supplier promises to send in advance before the shipping a set of the pro forma invoice to **NASA** for its Customs review. Upon having **NASA**'s agreement, the Supplier shall send by certified mail AN ORIGINAL COPY of the invoice to **NASA** - Gerencia de Administración y Finanzas, Francisco Narciso de Laprida 3163 6°-Villa Martelli- Provincia de Buenos Aires for the corresponding payment instrumentation. A SECOND ORIGINAL COPY of the invoice shall accompany the Supply.

The Customs Agent will be appointed by **NASA** and this agent shall appoint the Shipping Agent.

3. Original documentation:

- **By sea:** the Supplier shall send via courier the original documents (invoice, bill of lading, certificate of origin, etc), previously sent by mail or fax. Payments shall be made as set forth in the contract and in accordance with the documentation required in Documentary Credits, if such was the applicable method of payment.
- **By air:** the original documentation shall accompany the load/ shipping, and the Supplier shall send the documents in advance by e-mail. Payments shall be made as set forth in the contract and in accordance with the documentation required in Documentary Credits, if such was the applicable method of payment.

Both for air and sea shipping, the shipping documents, particularly the bill of lading and/ or the airway bill, the commercial invoice, shall conform to the conditions established for its collection in the letter of credit, in order to avoid bank discrepancies.

4. Copies of the shipping list, indicating content of each bulk
5. Insurance certificate, if applicable
6. Supplier's or manufacturer's warranty certificate
7. Inspection certificate issued by the authorized inspection entity and/ or inspection report by the Supplier's factory, and
8. Certificate of origin
9. The documents listed before shall be received by **NASA** no later than one week before the arrival of the Goods at the shipping port/ airport in the place of origin; if they are not received, the Supplier shall be responsible for the expenses arising therefrom.

7.10 DEFINITE AND/ OR TEMPORARY IMPORTS

When elements to be consumed in the Argentine Republic are sent (Definite Import), and/or elements which should be re exported from there (Temporary Import), these shall be packed in separate bulks and a Commercial Invoice for each particular destination mode, either definite or temporary, should be drawn up.

Separate shipments should be made (one for the Definite Import and another one for the Temporary Import).

The Supplier shall wait for **NASA**'s instructions in order to make the effective delivery of the Supply to the appointed forwarder.

There will be breach of contract in case the Supplier delivers the load on his own without authorization from **NASA**, and the Supplier shall be liable for compensation of the damages caused from the time the delivery was performed to the appointed agent. Likewise, the Supplier shall compensate **NASA** if he decided on his own and without having instructions from **NASA** to ship the Supply through third party agents, air or shipping companies.

7.11 SHIPMENT NOTICE

The Awardee shall always perform all communications corresponding to each shipment with the Customs Agent appointed by **NASA**.

The Awardee shall refrain from loading any material whatsoever without the prior authorization directly from **NASA**. This condition must be unfailingly fulfilled.

Failure to fulfill what has been afore stated will imply the Supplier's direct responsibility for all the resulting costs, which will be automatically debited to the Supplier.

7.12. SAFETY STANDARDS

The Bidder will indicate, if necessary, the safety standards, physical and/or radiological ones, governing the supply, attaching in each case a copy of such.

7.13 REQUIREMENTS FOR THE EXPORT OF THE SUPPLY TO THE ARGENTINE REPUBLIC.

The Bidder shall explicitly indicate in his Bid, the list of all the permits and authorizations required for the departure of the Supply from the country of origin and/or the country of provenance to the Argentine Republic. He will also estimate the period of time that he will need to process said permits and authorizations. In the case no permit is necessary, he shall indicate the following in his Bid:

"REQUIREMENTS FOR THE EXPORT OF THE SUPPLY TO THE ARGENTINE REPUBLIC: NOT APPLICABLE".

It will be the Supplier's responsibility to comply with the requirements that permit the export of the Supply to the Argentine Republic.

If the Supplier made a wrong statement of the Supply due to any act or omission and such caused **NASA** a customs damage, the Supplier or his local representative in Argentina undertakes to compensate **NASA** and be responsible for the losses resulting from a possible wrong statement that may be attributable to the Supplier, the documents and/or statements made by him in the commercial invoice, packing list or other document issued by him.

NASA may request corresponding clarifications when it considers it to be appropriate.

If it is necessary to obtain permits and authorizations, the Supplier, when becoming the Awardee of the Supply and once he is notified thereof, shall start without delay the corresponding proceedings to obtain such permits and authorizations in order to avoid possible delays.

Once the proceeding has been completed, the corresponding original documents or copies thereof certified by the Argentine Consulate of the necessary permits and authorizations will be delivered to **NASA**. This will be a necessary condition for the Purchase Order to come into effect.

If, after the term to process the necessary authorizations and permits indicated by the Bidder, these were not obtained, **NASA** may at its own criterion and according to the information and documentation provided by the Bidder, grant an extension of the term or annul the award made, and if deemed convenient, award the bid to any of the other companies that have submitted a Bid.

7.14 INSURANCE

The Awardee shall have all the insurance policies as detailed below, for his own account, endorsed and with rights transferred in favor of **NASA**; the insurance coverage will be included in the prices established in the quotation.

The Awardee undertakes not to take out any insurance provided for in this Contract beyond the terms established. Insurance Contracts to be taken out by the Awardee will be at **NASA**'s disposal, which may reject them on duly justified grounds and require proof of their validity. Insurance to be taken out by the Awardee shall establish that the Insurer must provide **NASA** with twenty-four (24) hour notice of any change, decrease, cancellation of basic values, cancellation or lack of renewal of the policies taken out. If the Insurer does not meet this requirement, in case of a disaster, **NASA** will be entitled to claim the Awardee for the payment of the corresponding amounts of the disasters insured.

Notwithstanding the established coverage, the Awardee shall be responsible for the payment in the case of a disaster of the damaged Supplies and Services. In the case of disasters, **NASA** may request the Awardee the amounts that correspond as indemnifications, in order to carry out on his own the effective replacement of the materials, equipment, instruments or devices that underwent the disaster. **NASA** may determine to transfer this obligation to the charge of the Awardee. **NASA**, in collaboration with the Awardee, will act as diligently as possible in the proceedings that were necessary in case of accidents, losses and/or damages. The Awardee, through **NASA**, may carry out before the insurance Company all the necessary proceedings to obtain the corresponding indemnifications, and shall diligently collaborate as regards everything that is related to this article.

The Awardee shall inform **NASA** of any accident within twenty four (24) hours after it has happened.

In the case the Awardee performs Works in his own facilities during the contractual term, he shall guarantee **NASA** the compliance with social, labor and Industrial Safety and Health laws at work, regarding his staff. Likewise, he shall guarantee **NASA** his Subcontractors' compliance with said laws.

The Awardee shall hold **NASA** harmless from any judicial or extrajudicial complaint or from any claims whatsoever that may arise from the Awardee's or his Subcontractors' non-compliance with labor, social or Safety and Health laws at work due to occupational accidents or compensation thereof, whether as provided for by the Occupational Accident Law or the provisions of the Codes in force, regardless of whether the claims and complaints are filed by staff belonging to the Awardee, his subcontractors or third parties.

a) Insurance of Manufacture and Transformation and/or Construction and/or Assembly and/or Storage of Elements of **NASA**'s Property:

(i) As from the gathering of materials in the plant and until the agreed receipt, the Awardee's insurance shall cover the following risks:

- FIRE (lightning, explosion, riot, strike, black out, vandalism and guerilla, airships impact, loading vehicle and/or load), including the risks of cyclone and/or tornado
- THEFT (including disloyalty of the personnel itself)

- ALLUVION AND EARTHQUAKE
- ACTION OF RODENTS, INSECTS, GERMS, RUST OR WEAR, if applicable
- IMPACT OF CRANES AND/OR THEIR LOADS AND FALL OF OTHER ELEMENTS
- LACK OF GUARD AND ABANDONMENT

(ii) The insured value for the policy shall take into consideration the actual value of replacement at the time of the actual delivery of the Supplies to **NASA**, the loading and unloading from the means of transport and the freight. Such insured value shall be increased in a FIFTEEN PERCENT (15%)

b) Transportation Insurance:

(i) Ground:

- This insurance shall cover the risks of crash, fire, overturning and/or running off the road, including the risks of wetting, contamination with other load, theft, pilferage and/or lack of delivery, breakage, loading , unloading, armed robbery and disappearance, strike, riot and civil commotion.

(ii) Sea- River:

- The river transportation insurance shall cover the risks of shipwreck, crash, fire and/or running aground, including the risks of theft, pilferage and/or lack of delivery, wetting, contamination with other load, breakage, loading and unloading and also the risks of strike, riot and civil commotions.

The insured value for the transportation policy of item b) of this clause shall take into account the actual value of replacement at the time of the delivery of the Supply to **NASA**, the loading and unloading from the means of transport and the freight, plus a FIFTEEN PERCENT (15%).

7.15 FREE ACCESS

The Supplier shall ensure to the inspection appointed by **NASA** free access to its facilities as well as to that of its Sub-suppliers. In this sense, the origin of the Supply, the address where such will be manufactured and the acceptance of free access to the factory as regards the supply to be purchased shall be indicated in the Bid.

7.16 SERVICES TO BE PERFORMED BY PERSONNEL NOT RESIDING IN ARGENTINA

In the case the service rendering requires personnel not residing in the Argentine Republic, the Supplier will be responsible for obtaining the visa of temporary residence in Argentina for said personnel. Such visa will be processed at the Argentine Consulate of the country of origin for the necessary period of time so as to cover the Services in question, and all the corresponding costs and other taxes will be for his account.

7.17 ENVIRONMENTAL MANAGEMENT- REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS

ENVIRONMENTAL MANAGEMENT FOR ON-SITE ACTIVITIES

NASA maintains a certified Environmental Management System [SGA, by its acronym in Spanish] which meets the requirements of ISO 14.001 standard; therefore the Awardees, and through them, their possible Subcontractors or Suppliers of Goods and Services, shall comply with said guidelines of

the standard corresponding to **NASA's** SGA and the additional conditions stated in the Special Bidding Terms and Conditions and/ or the Technical Specifications.

The Awardee shall put on record of his/ her adherence to NASA's Environmental Policy and that he/ she will comply with all of the SGA internal procedures and requirements by signing the Adherence Statement. The Provider shall appoint therein the person in charge of ensuring compliance with **NASA's** SGA applicable requirements as well as compliance with additional requirements established by the site's Environmental Area.

During the rendering of the Service and/ or the receipt of the Goods, the Awardee shall be subject to **NASA's** personnel supervision and procedures, allowing inspections, audits, assessments and verifications related to the SGA.

Prior to the start of activities, all of **NASA's** Contractors and Suppliers shall provide:

- A List of Environmental Aspects and Impacts of the tasks performed, prioritized pursuant to what is established by the applicable procedures (PGA00-01 e IPGA 00- 01)
- Identification of waste to be produced by the process
- A Hazardous and non hazardous waste management plan with their definite removal off site if required in the technical specifications (including presentation of objective evidence of transportation and final disposal)
- A List of dangerous chemical products and handling/ storage instructions
- A Description of consumables/ materials / machines implying some danger
- Identification of effluents, type, production and neutralization
- Emergency preparedness
- An Extension of these requirements to subcontractors and suppliers

The Contractor/ Supplier must comply with the following waste management guidelines in order that his/her tasks are aligned with **NASA's** Environmental Policy:

INTERNAL WASTE MANAGEMENT

The awardee shall determine, within his construction field office, the space for waste storage and conditioning, considering the legal regulations and the site internal procedures governing this activity; said space shall be apart from the space for storing raw materials and equipment. The Contractor shall communicate with the Waste management area for the relevant verifications.

The waste produced during the execution of the work is collected, packed, labeled and stored in adequate containers for their subsequent transportation to the temporary warehouse agreed with the site Waste Management area. The containers for storing waste shall comply with what is indicated in the internal procedures.

The Contractor shall always maintain optimal health and safety conditions in every work environment, particularly in waste storage areas, at the end of the workday and the completion of a work area.

ENVIRONMENTAL MANAGEMENT FOR OFF SITE ACTIVITIES

NASA maintains a certified Environmental Management System [SGA, by its acronym in Spanish] which meets the requirements of ISO 14.001 standard; therefore the Awardees shall comply with said the related additional conditions stated in the Bidding Documents and/ or the Technical Specifications.

The Awardee shall comply with all the environmental regulations in force.

If **NASA** considers it necessary, during the rendering of the Service and the receipt of the Goods, the Awardee shall allow environmental inspections, audits, assessments and verifications.

With a view to the compliance with this clause, **NASA** will request the awardee to sign the “Statement of Adherence” ANNEX III – Special Bidding Terms and Conditions.

7.18 OPTION IN FAVOUR OF NASA

NASA shall be entitled to increase the awarded total up to thirty five (35%) or reduce it up to 10% of its ascribed value as per the conditions and prices agreed on and with the adjustment of the respective terms. The increase or decrease may have an influence on one, several or the total lines of the Purchase Order, provided that the resulting total does not exceed the percentages provided before.

In the case of services, the deadline for the execution thereof may be extended by **NASA**, with the modifications which may have been included pursuant to subsection a) of Section 48 of the Regulation for the Procurement and Contracting of Goods and Services, or without them, for a period equal to the contractual one up to a maximum of one year. **NASA** will be entitled to make use of this option within a term of up to THREE (3) months after the Purchase Order and/ or Contract has finished.

7.19 SPARE PARTS

The Supplier shall maintain stocks enough for securing the immediate Supply of the most common spare parts and consumables. Other spare components will be supplied as soon as possible but, in any case, within six months following the placement of the Purchase Order and the opening of the letter of credit.

As set forth in the Special Conditions of the Contract or in the technical specifications, in case the spare parts production is eliminated, the Supplier may be requested:

- notice in advance of the elimination, giving such in good time so that **NASA** can purchase the needed quantities; and
- the designs, drawings and specifications of the spare parts, after making a request and without cost to **NASA**, once the manufacture has been eliminated.

7.20 WARRANTY OF GOODS AND SERVICES

The Supplier warrants that all the Goods and Services supplied by virtue of the Contract will be free from defects attributable to the design, materials, or the manufacturing process (except that the design and/ or materials are indicated in **NASA**'s specifications) or arising from any act or failure to act by the Supplier, which may appear during normal use of the Goods under the conditions prevailing in the Argentine Republic.

The warranty will remain in force and effect during the term indicated in the Technical Specification or otherwise, it will not be shorter than twelve (12) months as of the date when the Goods and/ or Services have been received or rendered in whole or in part and put in operation, if applicable.

NASA will notify the Supplier and/ or the manufacturer of any claim admissible under this warranty. The Supplier will either repair or replace the defective Goods and/ or Services in whole or in part, without any

cost to **NASA** whatsoever, within a term of five (5) days from receiving such notice and provided that the Technical Specifications do not state otherwise. All the costs and expenses arising from changes, rejections or lack of Supplies or Services due to nonperformance or failures as to what was requested will be for the Supplier's or the manufacturer's account. The warranty term will be automatically suspended upon the written notice of the claim given by **NASA** to the Supplier. The calculation of the warranty term will be restarted once the claim has been solved and by means of express notice given by **NASA**.

In the case the Supplier and/ or the Manufacturer, after being notified by **NASA**, did not perform again or correct the defects of the Good and/ or Service supplied within a reasonable period of time, **NASA** may, at its sole criterion, have the same corrected or performed again by a third party; all the costs arising therefrom will be for the account the Supplier. **NASA** may enforce the Performance Bond, without prejudice to the other rights **NASA** has pursuant to the Bidding Terms and Conditions.

7.21 INVOICING AND PAYMENT

The Awardee shall provide **NASA** with the invoices describing, if applicable, the Goods delivered and the Services performed, shipping documents pursuant to clause 7.9, and upon complying with other obligations stated in the Purchase Order or the Contract.

The invoicing of the Goods to be imported shall have the following characteristics:

The Supplier's Original Commercial Invoice will be the only document which will be taken as a basis to determine the transaction value within the framework of the GATT Value Agreement and such invoice shall contain the following data:

- Identification with the legend "Original Invoice" or its equivalent in another language or, in the absence of such a legend, the inclusion of indubitable characters or conditions from which it can be shown that said invoice is an original copy
- Number of order assigned by the Seller
- Place and date of issuance of the Commercial Invoice
- Seller's and **NASA**'s name and/or corporate name and domicile
- Quantity of goods sold: indicating the unit of measurement invoiced, for each item
- Name and description of the main characteristics of the goods, for each item, including Brand, Model and State of Use. In the case of used elements, the year of manufacture should be indicated
- Unit price of each item and total price (regardless of whether it is split in the Purchase Order)
- Detail of the goods included in each bulk (Packing List), stating if the goods are used or refurbished
- Transaction currency
- Agreed INCOTERMS Clause
- Country of origin of the goods
- Provenance of the goods
- Invoicing shall be divided considering the country where the service is performed
- Language: It shall be written in Spanish and/or English. In case a language other than Spanish is used, the Argentine Customs may request the presentation of a sworn translation
- Agreed method and terms of payment: in advance or deferred
- Sworn statement:
- *"We declare under oath that all of the information included in this invoice is true and that the prices indicated are those to be actually paid".*

- *“Likewise we declare that there are no covenants allowing changes to these prices”.*
- Estimated shipping date (Indicate term regarding payment date– days, months, etc. after payment-).
- Percentage represented by the invoice regarding the total amount of the Purchase Order (even if it is 100%)

Note: It is recommended not to indicate an invoice expiry date, in order prevent the financing paying entity from rejecting the documents presented.

The invoice shall be presented along with the copy of the Purchase Order and/ or Contract duly sealed pursuant to what is provided for in clause 7.34.

(a) Payment of imported Goods and/ or Services:

Payment will be made through the bank appointed by the Awardee.

When due to reasons attributable to the Supplier, the payment instrument should be modified; the expenses and/or costs resulting therefrom shall be for his account.

Payment of 100% of the amount of the Purchase Order, in the quoted currency, by means of the opening of an irrevocable, confirmed and at sight Letter of Credit, against the delivery of the shipping documentation and any other document required in the documentary credit and/ or other document required in the Technical Specification or in the Special Terms and Conditions.

At **NASA**'s sole option, payments via Wire Transfer may be made.

(b) Payment of Goods and/ or Services of a national origin:

Except as otherwise indicated in these Bidding Terms and Conditions, they will be made in national currency within a term of 30 running days as of the submission of the invoice, or the delivery of the good or service, whichever happens later, as long as **NASA** has provided its due agreement and certification of the Goods delivered and/ or the Services rendered.

Invoices shall be submitted at the place indicated in the Purchase Order.

Payments will be made by means of Wire Transfer or by check, as determined by **NASA**.

7.22 CHANGE ORDERS

NASA may at any time and by means of a written order notified to the Awardee pursuant to Clause 6.7, carry out changes within the general framework of the Contract in one or more of the following aspects:

- designs, drawings or specifications, when the Goods to be supplied pursuant to the Contract are to be manufactured especially for **NASA**,
- the shipping manner;
- the place of delivery; or
- the Services to be supplied by the Awardee.

Should any of these changes cause an increase or a decrease in the cost and thus involve for the Awardee a change in the performance of the Contract, the Awardee shall request the adjustment in

accordance with this clause within thirty (30) days as of the date when he receives the change order. **NASA** will then evaluate the appropriateness of such an adjustment request.

7.23 MODIFICATION OF THE CONTRACT

Subject to what is provided for in Clause 7.22, any variation or modification to the terms of the Contract shall be made by means of a written amendment signed by the parties or modifying Purchase Order.

7.24 READJUSTMENT OF PRICES

NASA may re-determine the prices in Purchase Contracts and/ or Service or Supply Contracts, which terms for completion or delivery are longer than SIX (6) months as of the notice of the Purchase Order and/ or Contract signature and if this option has been provided for in the Special Bidding Terms and Conditions.

The readjustment of prices will be made only over those positions or unit prices in which the established conditions had taken place, while it will not be applicable over global amounts.

7.25 SUBCONTRACTING AND ASSIGNMENT

Subcontracting: The Contractor shall not subcontract the Works in whole. Except as otherwise provided for in the Contract, the Contractor shall not subcontract any part of the works without **NASA**'s prior written consent. Those Contractor's Suppliers who supply materials, equipment or labor will be considered to be Subcontractors.

Once consent has been granted, the same will not release the Contractor from his responsibilities and obligations under the Contract, and the Contractor shall be responsible for the acts, failures to act and negligence by any Subcontractor, his agents, employees and workers as if these were his own acts, failures to act or negligence.

The Contractor undertakes to hold the Principal harmless from all claims and /or actions that may be brought against him by any of his employees, agents or Subcontractors, or by said Subcontractors' employees or agents, and from any other action for the collection of sums of money or damages, regardless of its kind, and he shall immediately and upon the Principal's first demand allay concerns regarding said Subcontractors, employees or agents.

In case the Contract was terminated by any cause whatsoever, the Contractor shall assume exclusive responsibility before his Subcontractors for the consequences of the termination of any supply Contracts or subcontracting he may have made.

Assignment: The Contractor shall not assign either in whole or in part the obligations he has pursuant to the Contract except upon the Principal's prior written consent and under the conditions determined by such.

7.26 DELAYS IN THE PERFORMANCE BY THE SUPPLIER

The Supplier shall deliver the Goods and/ or Services agreed within the terms set according to the terms fixed in the Purchase Order and/ or Contract.

If there is an unjustified delay in the performance of the delivery obligations by the Supplier, he will be subject to any or all of the following sanctions: execution of performance bonds, imposition of liquidation of damages, delays, and/or termination of the contract due to nonperformance.

Should at any time during the execution of the contract the awardee or his subcontractor/s find themselves in a situation non attributable to them that prevents the timely delivery of the goods or the rendering of the services, the Supplier will immediately give **NASA** written notice of the delay, its estimated duration and its causes. **NASA**, as soon as possible after being notified, will assess the situation and, at its own discretion, may extend its term of performance, in which case the extension shall be ratified by the parties by means of an amendment to the contract.

Prior to the expiration of the extension period agreed, the Awardee may request the Contract reinstatement for the portion that has not been performed. This reinstatement may be agreed only once upon payment of a fine equal to ten percent (10%) of the value of the Contract to be reinstated. A reinstated Contract must be performed within the same terms and conditions set forth in the Bidding Documents.

If upon expiration of the performance of the contract, of its extension or, if applicable, of the reinstated contract, the Goods have not been delivered or the Services have not been rendered in good order, **NASA** will terminate the contract without need of judicial or extrajudicial order, with the loss of the performance bond, without prejudice to the supplier being responsible for the damages that **NASA** may suffer as a result of the execution of a new contract with the same subject matter. The contract termination and the resulting loss of the Performance Bond may be total or partial, in the latter case it will affect the portion of the contract that has not been performed.

7.27 PENALTIES DUE TO DELAYS

Without prejudice to what is stated in the Special Terms and Conditions of the Contract or in the Technical Specifications and pursuant to Clause 7.29, if the Supplier did not supply the Goods or Services, in part or in whole, within the term/s specified in the Contract, **NASA**, notwithstanding the other recourses it may have by virtue of the Contract, may deduct from the contract price as penalty a sum equal to half a percent (0,5%) of the price at the point of delivery of the Goods that have not been delivered or of the Services that have not been rendered, for each week of delay until the delivery or the rendering takes place, to a maximum of ten percent (10%) of the price of the delayed Goods or Services. Once this maximum value is reached, or if **NASA** considers that the Supplier cannot comply with the delivery of the Supplies, **NASA** may terminate the Contract pursuant to article 7.28.

7.28 RESCISSION DUE TO BREACH

NASA shall be entitled to, without prejudice to the other recourses it may have in case of breach of contract by the Supplier, terminate the contract in whole or in part by means of express notice to the awardee if:

- a) The awardee does not deliver any or all of the Goods and/ or Services within the term/s set in the Contract or already extended by **NASA** pursuant to clause 7.26; or
- b) The awardee does not perform any other of his obligations under the Contract.
- c) The awardee, in **NASA**'s opinion, has used corrupt or fraudulent practices when competing for or in the execution of the Contract.

In the case **NASA** terminated the contract due to breach in whole or in part pursuant to what has been stated above, it may purchase under the conditions and in the manner it considers appropriate, Goods

and/ or Services similar to those not supplied and the Supplier will be responsible for the additional costs. However, the Supplier shall continue performing the obligations of the Contract not affected by the termination.

NASA shall be entitled to terminate the Contract due to insolvency at any time upon prior written notice to the Supplier, without any kind of compensation in favor of the Supplier if such were declared bankrupt or insolvent, provided that such a termination is not detrimental or affects any right of action or recourse that **NASA** has or may have.

7.29 FORCE MAJEURE

Acts of God or force majeure events will be those included in sections 1.730 and 1.733 and related sections of the National Civil and Commercial Code, with the scopes established in the doctrine and Case Law prevailing in the Argentine Republic. Those nature actions which may be either foreseen or avoided by an experimented contractor considering the weather and geographical conditions existing in the area where the Supplier's factory or plant where the Supplies are to be produced is located, will not be considered to be Acts of Gods or force majeure events.

Failure to perform by one of the Parties of any of its obligations pursuant to the Contract will not be considered to be either an infringement thereto or negligence, when such lack of performance is due to a force majeure event and provided that the Party affected by said event has taken all the reasonable precautionary measures, paid due attention and taken the preceding alternative actions in order to comply with the terms and Conditions of this Contract.

Neither Party will be considered to be in breach of a Contract if its failure or delay in performing any obligation is due to a cause that is beyond its reasonable control ("Force Majeure") which includes but it is not limited to, acts of national, civil or military authorities, civil disturbance, war (whether declared or not), strike, lockout and other labor conflicts, fires, floods, sabotage, earthquakes, storms, epidemics or pandemic, and particularly as a consequence of measures taken to prevent the spread of COVID-19 and/ or any other virus, such as travel restrictions and/ or flight cancellations; trade restrictions imposed by governmental authorities, in particular the arrival of goods by any means of transportation from regions affected by the aforementioned pandemic; closure of plants, factories and/ or work places due to pandemic cases.

The Party affected by an Act of God or Force majeure event shall continue exercising its obligations under this Contract as long as it is reasonably practical and it shall take all the reasonable measures in order to mitigate greater detrimental consequences.

The Party affected by an Act of God or Force majeure event shall notify the other Party on such an event as soon as possible and at the latest three (3) days after the event has occurred, providing proof of the nature and origin of the same. Likewise, it shall provide notice in writing when the situation has come back to normal conditions as soon as possible.

If a circumstance considered to be an Act of God or Force majeure event arose after celebrating the Contract so that none of the Parties was able to comply with a substantial portion of its contractual obligations for a period greater than 60 (sixty) days, the affected party may require the termination of the Contract.

When the suspension of the Contract exceeded 180 (one hundred and eighty) days, the Parties will be released from its subsequent performance.

7.30 TERMINATION DUE TO CONVENIENCE

NASA may at any time to declare the contract terminated either in whole or in part for convenience reasons by means of written notice to the Supplier. Said notice will indicate that the termination is for **NASA**'s convenience, the scope of the Supply and/ or Service that has been completed and the date as from when the termination will become effective.

The Goods and/ or Services that are ready for their shipment within thirty (30) days after the date of the receipt of the termination notice by the Awardee will be purchased by **NASA** under the conditions and at the prices established in the Contract. As regards the remaining Goods and/ or Services, **NASA** may choose between:

- a) Requesting the completion and delivery of any portion of the Goods and/ or Services under the conditions and at the prices established in the contract; and/or
- b) Canceling the delivery of the remaining Goods and/ or Services and paying the Supplier the sum agreed for the Goods and/ or Services partially completed and/ or performed and for the materials and spare parts which the Supplier has previously purchased.

7.31 SETTLEMENT OF CONTROVERSIES

NASA and the Supplier will endeavor to settle in an amicable manner, by means of direct informal transactions, the disagreements or differences that may arise between them by virtue of the contract.

If after 10 days as from the start of such informal transactions, **NASA** and the Supplier have not been able to settle in an amicable manner the contractual discrepancy, either of the parties may request the submission of the discrepancy to a mediation proceeding, pursuant to what is set forth in Law 24.573.

If it had not been possible to settle the controversies in the mediation proceeding, once said proceeding is finished, either party may ask for the settlement of the discrepancy through formal mechanisms.

The formal mechanism for the settlement of controversies will be as follows:

- a) Those controversies between **NASA** and a supplier from the ARGENTINE REPUBLIC will be submitted to arbitration or to a judicial decision pursuant to the legislation of the ARGENTINE REPUBLIC.
- b) Those controversies between **NASA** and a foreign supplier will be subject to arbitration pursuant to the Arbitration Regulation of the "General Arbitration Court of the Stock Exchange" of the Argentine Republic.

7.32 LANGUAGE

The Contract shall be written in Spanish, as specified by **NASA** in the General Terms and Conditions of the Bid. The version of the Contract in said language will prevail for the interpretation of the Contract subject to what is provided for in Clause 1.1. All the correspondence and other documents regarding the Contract exchanged between the parties will be written in that same language.

7.33 TAXES AND DUTIES

Foreign Suppliers will be totally responsible for the payment of all the taxes and duties, payable in their country of origin. **NASA** will not bear any national, provincial and local taxes (taxes, duties and charges) which may be imposed on the contracting party or the subcontractors thereof.

National Suppliers shall be totally responsible for the payment of all the taxes, duties, national and social security taxes payable by them. **NASA** will not bear any national, provincial and local taxes (taxes, duties, charges) which may be imposed on the contracting party or the subcontractors thereof.

a) STAMP TAX:

For National Suppliers:

It shall be for the Supplier's account the corresponding stamping of the Purchase Order in accordance with what is laid down by the legislation in force in the corresponding jurisdiction. For such purpose and in order to verify his compliance, the Supplier shall, within a term of fifteen (15) days from the issuance of the Purchase Order, send to the e-mail address indicated by **NASA** therein a copy of the Purchase Order and the proof of payment of the corresponding Stamp Tax.

For Foreign Suppliers:

It shall be for the Supplier's account the corresponding stamping of the Purchase Order in accordance with what is laid down by the legislation in force in the corresponding jurisdiction. If the Supplier has not done it before, **NASA** will perform the proceeding and payment of the stamping in the corresponding jurisdiction, and may then debit the sum paid for the aforementioned Stamp Tax from the payments made on the respective Purchase Order or Contract signed.

b) INCOME TAX:

COMPANIES BASED IN COUNTRIES WITH DOUBLE TAXATION AGREEMENTS WITH THE ARGENTINE REPUBLIC.

With a view to enforce what is set forth by the Argentine legislation regarding Income Tax, Foreign Beneficiaries, and as per Order AFIP/ DGI RG N° 3497/92 amended by RG AFIP/DGI N° 2228/07, the Bidder shall present the Sworn Statement envisaged in the aforementioned orders, a model of which is attached to this Bidding Document, which shall be certified by the competent fiscal authority of the Bidder's residing nation or country, as required by said rules.

If said Statement showed retentions must be made and/or the aforementioned Sworn Statement was not presented, the tax stipulated in Title V ("Foreign Beneficiaries") of the Income Tax Law (Decree 824/19) shall be deducted from the payment, as a withholding to the Income Tax- Foreign Beneficiaries.

Once the aforementioned withholding is made, **NASA** will send by mail to the Awardee the proof of the withholding made by the corresponding bank, in order to be presented before the fiscal authority of his country.

COMPANIES BASED IN COUNTRIES WITHOUT DOUBLE TAXATION AGREEMENTS WITH THE ARGENTINE REPUBLIC

According to the Argentine legislation, Title V ("Foreign Beneficiaries") of Decree 824/19, **NASA** will, through Banco de la Nación Argentina, deduct as a withholding to the Income Tax, Foreign Beneficiaries, the corresponding amount as per the aforementioned rules.

Once the afore mentioned withholding is made by Banco de la Nación Argentina, and the corresponding certificate is received, **NASA** will send by mail to the Awardee the proof of the withholding made by the corresponding bank, in order to credit the withholding made.

c) GROSS INCOME TAX

Payments to foreign suppliers on account of the rendering of services performed in the jurisdiction of the Province of Córdoba will be subject to a Gross Income Tax withholding in the aforementioned province, pursuant to what is established by Decree 1205/15 and Regulatory Order 56/2017; NASA will act as a withholding agent of said tax as a lump sum payment, which will be deducted from the payment of the aforementioned invoices for the services indicated.

Besides, it is informed that:

- NASA is a VAT withholding and collection agent, as per AFIP [Argentine Revenue Service] General Order N° 2854/10 and 2408/08
- NASA is an Income Tax withholding agent as per General Order 830/00
- NASA is a National Security Withholding Agent as per AFIP Orders N° 1784/04, 2682/09, 1556/03 and 1769/04
- NASA is a Withholding and Collection Agent on the Gross Income Tax in the jurisdiction of the City of Buenos Aires (as per AGIP Order N° 296/2019)
- NASA is a Withholding Agent on the Gross Income Tax in the Province of Buenos Aires (Regulatory Provision B 1/2004)
- NASA is a Withholding Agent on the Gross Income Tax in the Province of Córdoba (SIP Order 1/2019)
- NASA is a withholding agent on the Gross Income Tax of the Province of Córdoba, as a lump sum payment, for foreign individuals rendering services in Córdoba (Decree 1205/15 art. 311-318)
- Pursuant to the text of Article 88 of Law N°14333 of the Province of Buenos Aires, which became effective on 01/01/2012, Nucleoeléctrica Argentina S.A. (NASA) has been declared exempt from the payment of the Gross Income Tax in the aforementioned province

In addition, if the contracting were envisaged by Law 26.566 (said condition will be detailed in the "Object" of the File), related to Nuclear Activity, passed and promulgated last November 25th, 2009, and December 17th, 2009 respectively, the following paragraph will be added:

The contract conditions include the provisions of the aforesaid law, particularly as regards the following:

- Taxes imposed on the import of merchandise
- Income Tax- Foreign Beneficiaries
- Law 27.437-COMPRES ARGENTINO Y DESARROLLO DE PROVEEDORES
- Stamp Tax: The formalization of acts and contracts entered into by NASA with its contractors or suppliers of goods and services, as established by article 1° of Law N° 26566/09, is not subject to the Stamp Tax, by application of article 12 of the aforementioned Law.
- Gross Income Tax: The invoicing issued to NASA corresponding to the execution of works, the performance of goods or services subject matter of this contacting shall not be subject to the Gross Income Tax by virtue of the application of article 12 of Law N° 26566/09. Notwithstanding this, NASA will continue acting as a Withholding Agent of the Gross Income Tax in the corresponding jurisdictions.

7.34 EXPENSES ON THE SUPPLIER'S ACCOUNT

When the Bidding Terms and Conditions do not provide for otherwise, the following expenses shall be borne by the Supplier:

- a) Cost of customhouse clearance, custom duties and services and other expenses incurred for whatever reason in case of rejection of imported goods with clauses of delivery in the country.
- b) Replacement of the samples destroyed, in order to determine if their composition or construction comply with what has been contracted, if the existence of defects or faults in the materials or in their structure was proved by such means. Otherwise, the relevant expenses will be borne by **NASA**.
- c) If the product had special packaging and such packaging should be returned, the corresponding freight and transport, round trip, from the same place and by the same shipping means to be used for the return will be borne by the Bidder. In these cases, the value of each package should be specified separately from the product and the term for their return should be stipulated if not established in the particular clauses. If the return of the packages does not take place within the terms established by either party, the Bidder may invoice them and start the collection procedure thereof, at the prices indicated in the Bid; such a procedure will render null if the return happened in the meantime.
- d) Transportation to the final destination provided for in the Special Bidding Terms and Conditions.

7.35 NUCLEAR RISK LIABILITY

Nuclear risk liability in the Nuclear Power Plants operated by **NASA** is governed by the provisions included in the Vienna Convention on Civil Liability for Nuclear Damage of 1963, ratified by Argentina on December 2, 1966 and enacted as Law N° 17.048- (hereinafter, the "Convention") and the Reform Protocol of the Vienna Convention of 1963 —ratified by Argentina on October 18, 2000 and enacted as Law N° 25.313- (hereinafter, the "Protocol").

Pursuant to such rules currently in force in Argentina, the compensation liability regarding nuclear damages within the scope of the Convention and the Protocol exclusively falls on the operator of a nuclear power plant having the corresponding administrative authorization, and therefore, on **NASA** as the sole owner and operator of the Nuclear Power Plants operated by **NASA**.



NUCLEOELECTRICA ARGENTINA S.A.

ENVIRONMENTAL MANAGEMENT-REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS

We inform that the clause “7.17. ENVIRONMENTAL MANAGEMENT-REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS” of file “General Bidding Terms and Conditions” is replaced by the following text:

"ENVIRONMENTAL MANAGEMENT FOR ACTIVITIES WITHIN THE SITE

NASA maintains a certified Environmental Management System (EMS) that complies with the requirements of ISO 14.001, therefore, awardees -and through them, their potential Subcontractors or Suppliers of Goods and Services- must comply with the guidelines of the regulations applicable to the EMS of Nucleoeléctrica Argentina S.A. (**NASA**); any other that eventually replaces it and is used by **NASA** in the future and the additional conditions that are set forth in the Special Conditions and/or Technical Specifications.

The contractor and subcontractors must comply with the legislation in force when the agreement is executed, as well as any new applicable regulation that may be enacted or revised during the term thereof, and ensure that their employees or collaborators know and comply with said legislation.

The awardee must record its adherence to the Environmental Policy of **NASA** and appoint a person responsible for ensuring compliance with the applicable requirements of **NASA** EMS and compliance with additional requirements set forth by the Environmental Management Division of the site.

The awardee shall adopt any measures required so that **NASA** can perform its duties without any inconvenience and with the greatest efficiency. **NASA** shall, at all times, have free access to the work site, warehouses, facilities, offices, and documentation, either from the contractor or his Subcontractors, Companies or other related entities (if any). In addition, they must maintain environmental licenses and permits available, and these may be requested by **NASA** when deemed appropriate.

During the rendering of services, the awardee shall be subject to the supervision of personnel and the work area, allowing inspections, audits, assessments, and verifications corresponding to the EMS.

The contractor and subcontractors are responsible for the acts of the employees or collaborators, as well as for any civil or criminal consequence that may arise from non-compliance of the environmental regulations.

Within **NASA** facilities, the awardee shall maintain order and cleanliness while undertaking any activity related to the agreement, and will be subject to environmental protection conditions to prevent or reduce unintended effects, according to the criteria provided in **NASA** procedures and documents.

If the tasks result in significant environmental impact, **NASA** reserves the right to request the permanent presence of the environmental representative of the contractor.



NUCLEOELECTRICA ARGENTINA S.A.

The person(s) designated by the contractors and subcontractors shall inform their legal and/or private address and telephone number to the environmental representative of **NASA**, in order to be reached in case of an emergency.

The awardee, and any potential subcontractors, prior to the start of activities, shall:

- Sign and deliver the STATEMENT OF ADHERENCE to the Environmental Policy of **NASA**.
- Identify, assess, and report the Environmental Aspects and Impacts of their activities, according to the criteria set forth in NASA procedures, to be included in the list of Environmental Aspects and Impacts of **NASA**.
- Identify and inform any waste to be generated.
- Prepare and inform a management plan for hazardous/special and non-hazardous waste, including its final disposal.
- Prepare and report a list of hazardous chemicals and handling/storage instructions.
- Identify effluents, type, production, and treatment.

The Awardee, and any subcontractors, shall, during the course of the agreement:

- Record and report regularly the amount of waste generated as a result of the agreement.
- Control the environmental conditions of the soil at the worksite during the execution of the agreement, and return it to its initial conditions upon termination.
- Inform any event that causes modifications/damages to the environment in accordance with the criteria set forth in **NASA** procedures.
- Use the same regulations that apply to the site in terms of transportation, storage, and use of hazardous substances.
- Train personnel on issues related to **NASA** EMS.
- Comply with the observations, requirements, or sanctions made by the National, Provincial and/or Municipal Authorities and Control Agencies.
- Inform **NASA** of any accidents and anomalies that may occur during the performance of their work (leaks, spills, etc.)

CHEMICAL PRODUCTS

The Awardee, while undertaking any activity related to the award, shall obtain the proper authorization for the entry of chemical products to **NASA** facilities.

Handling, storage, use, transportation, and disposal of chemical products shall be done in accordance with internal procedures and applicable regulations, aimed at the prevention of accidents and mitigation of consequences of any incident.

The awardee shall have a storage area for chemical products, which shall be adequate and safe for the environment and employees.

This storage area shall only be used for such purposes, under conditions appropriate to the characteristics of each substance, and it shall be identified according to the



NUCLEOELECTRICA ARGENTINA S.A.

specific regulations. It shall contain the corresponding signage and safety data sheets of each stored product available to personnel.

All chemical products shall be in adequate containers and labeled with the name of their content and other information in accordance with current legislation.

INTERNAL WASTE MANAGEMENT

The awardee shall determine -within his worksite and activities in the site- the space for collection and conditioning of waste, considering legal regulations and internal procedures of the site regulating such activity; it must be separated from the space reserved for the collection of raw materials and equipment.

Waste produced during the execution of works is collected, packed, labeled and stored in suitable containers for subsequent transfer to the temporary warehouse agreed with the Environmental Management Division of the site. The containers and their labels for the collection of waste shall comply with the provisions of the internal procedures.

The awardee shall maintain optimum hygiene and safety conditions at all times throughout the work area, particularly in waste collection areas. Waste shall be classified and separated at the place of origin and as provided at each installation. Each contractor is responsible for the collection and disposal of any waste it generates.

ENVIRONMENTAL MANAGEMENT FOR ACTIVITIES OUTSIDE THE SITE

NASA maintains a certified Environmental Management System (EMS) that complies with the requirements of ISO 14.001, therefore, awardees must comply with the additional conditions provided in the Bidding Documents and/or Technical Specifications.

The awardee shall comply with all current environmental legislation.

In the event that **NASA** deems it necessary, during the rendering of the Service and the reception of Goods, the Awardee shall allow inspections, audits, assessments, and environmental verifications.

With a view to the compliance with this clause, **NASA** will request the awardee to sign the "Statement of Adherence" "ANNEX III – Special Bidding Terms and Conditions".

PRINCIPLES OF INTEGRITY FOR THE SELECTION OF CONTRACTORS

1. INTEGRITY. PRINCIPLES AND SCOPE.

1.1. Nucleoeléctrica Argentina S.A (hereinafter NASA) undertakes to maintain the highest level of integrity, transparency, competence, concurrence and equal treatment in the selection procedures.

Thus, suppliers are expected to work accordingly, at all times, with honesty, equity and commercial integrity, ensuring full and responsible compliance with this principles.

1.2. For the purposes of this principles, the selection procedures are defined as the procedures followed to choose a supplier in order to execute a contract regulated by the Regulation for the Acquisition and Contracting of Goods and Services Rev.3 and the Terms and Conditions of NASA.

1.3. For the purposes of this principles, all the companies, entities, or individual bidders are defined as suppliers for participating in contractor selection activities, for example as applicants, bidders, goods suppliers, contractors, subcontractors, consultants, sub consultants, suppliers of services and concessionaires. The owners, representatives and employees of said companies or entities are included in such definition.

2. DUTIES OF SUPPLIERS AND PROHIBITED PRACTICES.

2.1. Duties.

Suppliers shall behave, at all stages, according to the following requirements:

- a) Comply, at all times, with the commercial and ethical rules applicable to their interactions with NASA and its members, which include knowledge, consideration and respect for the national and local legal system applicable to each process in which they participate.
- b) Refrain from carrying out, directly or indirectly, any of the behaviors defined as prohibited practices, ensuring an adequate and sufficient internal oversight of the conduct of their employees and representatives in the relationships and exchanges with NASA collaborators/officials.
- c) Not to establish commercial, financial or any other kind of economic relations with NASA collaborators/officials or companies related to them which may trigger some kind of conflict of interest, either real or purported.
- d) Carry out all inquiries, observations, requests and proposals of a commercial or economic nature, in writing, addressing only the competent authority and through the channels established for that purpose in each case.
- e) Report in the NASA transparent line any irregularity, illegal act or circumstance contrary to public ethics or institutional transparency of which they become aware in the framework of the participation in the selection procedures of this Company, by contacting the transparent line (see Point 15 APPENDIX I)

All (a) acts of corruption; (b) fraudulent practices; (c) anticompetitive or collusive practices, (d) obstructive practices and (e) gifts are included in the previous point. Such acts are defined below:

a) Acts of corruption: to offer or give, for themselves or through third parties, any advantage, favor, gratification, or any other object or value provision to NASA collaborators/officials or their immediate family members in order to obtain favorable treatment or to unduly influence their actions.

b) Fraudulent practices: to falsify, distort or conceal facts or circumstances to deceive NASA or its members for the purpose of obtaining a benefit or evading the fulfillment of an obligation;

c) Anticompetitive or collusive practices: agreements among suppliers with an inappropriate purpose that is contrary to the principles of concurrence and competition, including practices such as coordination of positions, agreements for fixing prices, distribution of areas or markets or any other similar activity contrary to the provisions of Act 25.156.

d) Obstructive practices: deliberately destroying, falsifying, altering or concealing information or significant documentary elements for analysis, evaluations and, if applicable, investigations that must be carried out at NASA in relation to the selection process, or in any other way impede or difficult such task, as well as any NASA inspection or review by any Control Body.

e) Gifts: In accordance with the provisions of Decree 1179/16, the Regime of Gifts to Public Officials, gifts to NASA collaborators/officials on the occasion of the performance of their duties, are prohibited, as well as gifts on festive occasions, such as Christmas, New Year, or their birthday.

3. CONFLICT OF INTERESTS.

A conflict of interest will be deemed to exist when the activities or relationships of the members of NASA involved in the selection of contractors with third parties affect or seem to affect the objectivity of the decisions made under their control. Suppliers must avoid, by all means, to incur in situations that may determine the existence of such conflicts. Such conflicts shall be considered -in an exemplary way and not excluding other cases of a similar nature- to exist when:

a) Members of NASA, their immediate family members or closely related persons hold a significant portion of the supplier's shareholding.

b) NASA members, their immediate family members or closely related persons participate in the management, administration, representation, control or counseling of the supplier, or, in some way, are part of their staff.

c) NASA members, their immediate family members or closely related persons provide services, supply goods or are, in some way, directly or indirectly suppliers of the supplier.

d) NASA members, their immediate family members or closely related persons are creditors or debtors of the supplier.

4. CONSEQUENCES.

When withdrawing or downloading the Bidding Documents and when submitting bids, suppliers declare and guarantee that they know this principles, that they agree to it, and undertake to respect and enforce its provisions.

Any breach of the duties provided in this principles or performance of prohibited practices will result in:

- a) The rejection of the offer and loss of the corresponding guarantee in any stage of the tender, or the termination of the contract with the contractor's fault.
- b) The submission of the relevant report to the competent control body and, where appropriate, the filing of the corresponding criminal complaint.
- c) An appropriate notification to the relevant Professional Association, Chamber or Association that functions as superintendence, supervision, or in a similar capacity, of the correct ethical behavior of its members.
- d) A notification to NASA's Registry of Suppliers, for the application of the sanctions it deems appropriate.



APPENDIX - CODE OF CONDUCT

REV. 2 - APRIL 2023

This Appendix informs the bidders that NUCLEOELÉCTRICA ARGENTINA S.A. has implemented the "Code of Conduct" Rev. 2 – April 2023.

In summary, the basic principles and guidelines for compliance with the Code of Conduct are listed below:

1. **INTEGRITY AND HONESTY.** Carry out the functions with fairness and honesty, avoiding the acceptance or grant of privileged treatment derived from a professional position within Nucleoeléctrica Argentina S.A.
2. **TRANSPARENCY AND CONFIDENTIALITY.** Be prudent, transparent and reserved in handling the information whose disclosure could affect the interests of Nucleoeléctrica Argentina S.A., of the country and/or third parties' rights.
3. **RESPONSIBILITY AND DILIGENCE.** Commit our capacities to honestly, diligently and responsibly comply with the goals entrusted.
4. **SAFETY.** Care for our integrity and the integrity of our colleagues, suppliers, contractors, suppliers and local environment, always promoting a healthy and safe work environment.
5. **SUSTAINABILITY.** Carry out our daily activities in a sustainable manner and oriented towards the respect for the environment. Preserve the cultural heritage with historical value that surrounds us.
6. **EQUAL OPPORTUNITIES AND NON-DISCRIMINATION.** Promote an equitable and respectful work environment.
7. **COMPLIANCE WITH THE LAWS.** Comply with the laws and regulations in force. Comply with laws and regulations consciously, interpreting the law and seeking the most just and convenient solution.
8. **EFFICIENT USE OF RESOURCES.** Safeguard the resources assigned for the fulfillment of the functions, since they belong to Nucleoeléctrica Argentina S.A. They may be used exclusively for authorized purposes.
9. **CONFLICT OF INTERESTS.** Be aware that conflicts of interests may be solved. Immediately inform the Compliance Officer when such situations occur, and refrain from intervening in the procedures in which private interests are involved.

10. **DEFENSE OF COMPETITION.** Report any situation which could damage the transparency of the hiring processes of Nucleoeléctrica Argentina S.A.
11. **FULFILLMENT OF OBJECTIVES.** We must ensure that the Objectives are met.
12. **WORKPLACE FREE OF ALCOHOL AND DRUG USE.** We must ensure that our performance and judgment are not affected by the consumption of said substances during working hours, in accordance with the Company's Alcohol and Drug Prevention Policies.
13. **IT SECURITY.** We must ensure that we comply, at all times, with the IT Security Policies of Nucleoeléctrica Argentina S.A.
14. **ANTI-BRIBERY AND CORRUPTION MEASURES.** The following elements should not be accepted or requested: money, payments in cash or in kind, gifts, presents, trips or hospitality, promises or benefits to do or stop doing something within the functions of an employee, or receive something given as consideration for the functions performed.
15. **GIFTS AND DONATIONS.** Politely refuse any gift, on the occasion of the performance of our duties. Exceptionally, gifts may be accepted, in response to protocol reasons. All gifts of any kind that are received by our function are the property of Nucleoeléctrica Argentina S.A.
16. **TRANSPARENT LINE - FORM OF CONTACT.** Reports of non-compliance with the Code of Conduct may be submitted through the following channels: Phone, leaving a message through the anonymous line: 0800-345-6272 (NASA); Internet, using the form loaded on the website: www.bdolineaetica.com/canaldereportesnasa; E-mail to the following e-mail address: canaldereportesnasa@bdolineaetica.com, Postal mail to the following address: Rondeau 2664 PB (C1262ABH), Buenos Aires, Argentina. Ref. NASA Ethics Line; In person or through a third party in the Nucleoeléctrica Argentina S.A. Compliance Officer's office.

Adherence to the Code in the relevant aspects will be an exclusive requirement for potential suppliers and/or contractors of NUCLEOELÉCTRICA ARGENTINA S.A. to be admitted as bidders in any selection process for hiring works, supplies and/or services that are to be performed.

Submitting an offer implies that the bidder adheres to the "Code of Conduct" of NUCLEOELÉCTRICA ARGENTINA S.A., as well as of the dependent subcontractor companies'.

The complete "Code of Conduct" can be downloaded from our website at: <http://www.nasa.com.ar/sections> ACTIVE TRANSPARENCY section, REGULATIONS, and CODE OF CONDUCT.