



NUCLEOELECTRICA ARGENTINA S.A.

REGULATIONS FOR THE ACQUISITION AND PROCUREMENT OF GOODS AND SERVICES

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REGULATIONS FOR THE ACQUISITION
AND CONTRACTING OF NUCLEAR POWER GOODS AND SERVICES
ARGENTINA

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1 - SCOPE OF APPLICATION. The provisions of these Regulations shall be applicable to all contracting procedures carried out by **NUCLEOELECTRICA ARGENTINA** (hereinafter, **NASA**), with the exception of the procedures established by the Petty Cash Regime.

When it is necessary to establish, on a special or general basis for certain contracts, conditions other than those indicated herein, the modification shall be authorized by **NASA** Board of Directors.

Participation in any of the contracting procedures carried out by **NASA** in accordance with the provisions of these Regulations shall imply full acceptance and submission to its terms by the interested party. To this end, **NASA** will make these Regulations available upon request.

ARTICLE 2 - APPLICABLE LAWS AND REGULATIONS. **NASA** will govern its purchases and contracting of goods and services by the provisions of these Regulations. Contracts entered into between **NASA** and the successful bidder in accordance with the selection procedures regulated herein shall be governed by private law. The purchases and contracting of goods and services carried out within the framework of nuclear projects will be carried out in accordance with the provisions of Act 26,566, and other regulations that may modify and/or replace it in the future.

NASA is a member of the UN Global Pact, being committed to the generation of clean, safe, competitive and efficient energy, which improves the quality of life of the population; with respect for human and labor rights, and with the generation of quality employment.

ARTICLE 3 - EXCLUDED CONTRACTS. Contracts entered into with foreign States, with entities governed by international public law, or with multilateral credit institutions, which are financed in whole or in part with resources from these entities, are excluded, without prejudice to the supplementary application of the provisions of this Regulation.

ARTICLE 4 – PROCUREMENT AND CONTRACTING PLAN. Each area, department and/or management will issue its Annual Procurement and Contracting Plan adjusted to the nature of its activities, with the exception of the project areas, General Management or equivalent authority accordingly.

Planning and execution shall be in accordance with the appropriations allocated in **NASA** budget for the year during which they are carried out.

The Annual Procurement and Contracting Plan for each of the above mentioned sectors will be submitted by the General Management to **NASA** Board of Directors for approval.

This will be updated annually, including all those acquisitions or contracts that – if their need persists – remain to be made from the previous year.

ARTICLE 5 - COMPETENT AUTHORITIES. The following actions will require approval by the Board of Directors:

- a) The Order Request.
- b) The selection procedure to be used and the Request for Quotation.
- c) The statement that the call had been void or failed.
- d) The Bid Evaluation Report.
- e) The application, waiver or remission of penalties to bidders or co-contractors.
- f) The award and signing of the purchase order or contract.
- g) Annuling a contracting procedure.
- h) The revocation of the relevant acts of the procurement procedure.
- i) The suspension, avoidance or termination of the Purchase Order or Contract.
- j) Direct Contracting for reasons of opportunity, merit or convenience. The list detailed above is not limited, and it will be the power of the Board of Directors to delegate one or more competencies to the Area or **NASA** officer that it deems appropriate, based on its interests and needs, in order to carry out the procurement and contracting of goods and services.

The competent authority to which the aforementioned powers are delegated shall be responsible for its participation in the procurement and/or contracting process.

ARTICLE 6 - INTEGRATED MANAGEMENT SYSTEM. The contracting of works and/or services and/or acquisition of supplies will be carried out through the Integrated Management System, which will be used to monitor and control the management of Purchases and Contracts.

The Board of Directors will be the competent authority to determine any modification of the Integrated Management System, allowing its constant adaptation to the procedures and jurisdictions in force, thus meeting the needs of **NASA**, in order to achieve efficient, effective and transparent management.

CHAPTER II

TRANSPARENCY IN PROCUREMENT MANAGEMENT

ARTICLE 7 - ANTICORRUPTION. It is NASA's policy to require that bidders, suppliers, and contractors participating in contracts with this Company comply with the highest ethical standards during the procurement process and the execution of such contracts. For the purposes of complying with this policy, the Board of Directors defines the following expressions as follows:

- i) **"Corrupt Practice"** means the offering, supply, acceptance, or request for anything of value or any behaviour intended to influence the performance of a **NASA** officer or employee involved at any stage of the contracting process or contract performance and at any level of responsibility. It is presumed that the performance of the practices defined herein is intended to ensure that said **NASA** officer or employee breaches the rules applicable to his function, the contracting procedure and/or the execution of the respective contract.
- ii) **"Fraudulent Practice"** means a misrepresentation of facts for the purpose of influencing a procurement process or the performance of a contract to the detriment of the performance of procurement, the term includes collusive practices among bidders (before or after the submission of bids) in order to set bid prices at artificial and non-competitive levels, and deprive **NASA** of the advantages of free and open competition.

It will therefore be a determining cause for the rejection without further processing of the proposal or offer at any stage of the tender or the full right termination of the contract - without prejudice to the other corresponding actions that **NASA** will initiate before the competent authorities - when any of the aforementioned cases is put into practice so that:

- a) **NASA** officers or employees with competence in connection with a tender or contract do or fail to do something in connection with their duties; or
- b) to assert the influence of their position with other **NASA** officer or employee with the competence described, in order that they do or refrain from doing something in relation to their duties; or
- c) any purpose that can be framed within the above definitions of "Corrupt Practices" and/or "Fraudulent Practices" is obtained.

Those who have committed such acts in the interest of the contractor, directly or indirectly, whether as representatives, administrators, partners, agents, managers, factors, employees, contractors, business managers, trustees, or any other natural or legal person, will be considered active subjects of this conduct.

The consequences of these unlawful behavior will occur even if they have been consummated in an attempted manner.

In addition, **NASA** Board of Directors will declare the firm involved ineligible, indefinitely, for participation in new contractor selection procedures and/or the award or signing new contracts.

CHAPTER III

SELECTION PROCEDURES

ARTICLE 8 – SELECTION OF SUPPLIERS. The selection of the contracting supplier may be carried out in accordance with the following procedures, as defined in this Regulation:

- a) Public Bidding.
- b) Private Bidding.
- c) Price Tender.
- d) Comparison of Quotations.
- e) Direct Contracting.
- f) Private Initiative

It shall be the power of the Board of Directors to establish other selection procedures that complement or replace those provided for in these Regulations, depending on **NASA's** interests and needs.

Likewise, when the characteristics of the procurement and/or the purpose thereof so require, it may be established that the selection procedures may be carried out in an open or closed manner.

On the other hand, when the specific characteristics of the service, such as the degree of complexity of the object and/or the extension of the term of the contract justify it, the procedures may be implemented under the modality of the double stage.

In this sense, they will be at a double stage when the evaluation and comparison of the qualities of the BIDDERS, the analysis of the business and technical background, the economic-financial capacity, the GUARANTEES, and the analysis of the economic and commercial components of the OFFERS, as well as any other variable that is contained in the corresponding TERMS AND CONDITIONS, is carried out in TWO (2) stages.

ARTICLE 9 - PUBLIC BIDDING. In the case of Public Bidding, **NASA** will invite FOUR (4) preferably qualified suppliers in the area subject to the contract, TEN (10) days prior to the date of opening of bids. The call shall be published in the Official Bulletin for one day, TEN (10) days in advance. Likewise, these contracts will be published on **NASA** Supplier Portal. Once the evaluation

of the bids has been carried out, the result of the same will be published in the Official Bulletin or on the Supplier Portal. For cases in which the public bidding is carried out under the double stage modality, the result of the bidders' pre-selection corresponding to the first stage, shall also be published in the Official Bulletin or in the Suppliers' Portal.

ARTICLE 10 - PRIVATE BIDDING AND PRICE TENDER. For these procedures, **NASA** will invite possible suppliers preferably qualified in the area object of the contract in order to submit their bids, issuing invitations at least to THREE (3) suppliers in the cases of Private Bidding and Price Tender.

Such invitations shall be sent FIVE (5) and THREE (3) days in advance for Private Bidding and Price Tender, respectively.

The number of suppliers to be invited, as well as the deadlines indicated above, will be considered as minimum, and the Board of Directors may modify them when it is deemed appropriate.

ARTICLE 10 BIS. PRIVATE INITIATIVE. Any natural or legal person may submit to NUCLEOELÉCTRICA ARGENTINA S.A. a commercial and innovative proposal; or that involves an environmental, technological or scientific innovation in order to promote the initiation of a procedure for the selection of suppliers through a process called private initiative. The Supply and Contracting Management shall evaluate compliance with the formal requirements of the presentation and shall send it to the area with primary competence in the matter in question, which by means of a non-binding technical report shall suggest: a) the rejection without further formalities of the initiative and the return of all the documentation relating to the project and the work papers to the promoter, or b) encourage the decision of business interest of the same.

The project of the promoter must contain, at least, the following requirements:

- a. technical background and assets of the creator of the initiative;
- b. general description of the project, the estimated amount of the investment, the general requirements and specifications, with the maximum possible degree of detail, namely, the object or objectives precisely defined, preliminary design, drawings or renders where appropriate;
- c. economic and financial evaluation of the project, and sources of financing;
- d. legal, technical and economic feasibility;

- e. environmental impact report;
- f. guarantee for an amount equivalent to zero point five percent (0.5%) of the estimated investment, in order to guarantee the presentation of the promoter of the initiative in the bidding process to be convened. The guarantee is enforceable in the event of non-submission of the offer, without the need for a formal notice. (If a bid is submitted, the guarantee is returned immediately upon submission.)

The General Management shall intervene, so that, in a period of sixty (60) days, it may be extended for another sixty (60) days (depending on the complexity of the initiative project), the project is approved or rejected.

Once the statement of business interest has been made by the General Management, the Supply and Contracting Management shall frame the selection procedure, and prepare the Particular Conditions for the Bidding of a Public or Private Tender, in accordance with the technical, economic and legal criteria established in the statement of business interest.

When there are offers of equal convenience, the promoter of the Private Initiative is preferred, provided that the offer is the same. It will be understood that there is equivalence of bids when the difference between the offer of the promoter of the Private Initiative and the best offer presented in the bidding process, does not exceed ten percent (10%).

If the difference between the best qualified bid and the Private Initiative promoter is between TEN PERCENT (10%) and FIFTEEN PERCENT (15%), both bidders will be invited to improve their bids, in a similar manner and in a sealed envelope.

The offer of the promoter of the Private Initiative may not consider an amount of investment that exceeds by more than TWENTY PERCENT (20%) the amount it would have estimated at the time of presenting the Initiative, updated by the index of the Argentine Chamber of Construction, under penalty of losing the rights conferred as promoter of the same.

In the event that it is not resolved, the promoter of the Private Initiative, has the right to receive from the successful bidder, in terms of fees and refunded expenses, a percentage of one percent (1%) of the amount of the bid that is finally awarded.

NUCLEOELÉCTRICA ARGENTINA S.A. shall in no case be obliged to reimburse or compensate the author of the initiative for expenses, fees, and/or any other concept related to the project due to its quality of such.

The rights of the promoter of the Private Initiative for the authorship of the project are valid for TWO (2) years, computed from its presentation, even in the case of not being declared of business interest.

If it is declared to be of business interest, and the procedure of secession is declared void, unsuccessful because no admissible or convenient offers are submitted, or the bid is annulled for any reason, the promoter of the Private Initiative retains the rights provided for in this regime for a maximum period of TWO (2) years from the first call for bids, provided that the new call for bids is carried out using the same studies and the same project.

ARTICLE 11- PURCHASING BY PROCEDURE OF COMPARISON OF QUOTATIONS

NASA sectors designated to manage the contracts will receive the proposals. All bids that have been received will be added to the digital file according to the order of their receipt, and the formal act of opening digital bids may be dispensed with. Thus, it shall be understood that the day and time set for the submission of bids will only have a mere administrative effect.

Invitations shall be sent to at least three suppliers in the field and at least two days in advance, except for those contracts where the Board of Directors sets other conditions.

ARTICLE 12 - DIRECT CONTRACTING. Direct contracting without a competitive process (a single source) will be applicable in the following circumstances:

- a) Reasons of urgency: The urgency shall respond to objective circumstances and its magnitude shall be such that it prevents the other selection procedures from being carried out in a timely manner.
- b) Reasons of opportunity, merit or suitability: In exceptional cases and by decision of **NASA** GENERAL MANAGER based on the interests and line of business of **NASA**. Such reasons shall be duly substantiated by the requesting area.
- c) There is a single supplier or has exclusivity for the provision of certain goods or the provision of a service and when there are no suitable substitutes. The trademark does not constitute in itself a cause for exclusivity, unless there are no suitable substitutes. In all cases, the determination that there are no suitable substitutes should be based on the relevant technical reports, which expressly state the reasons for the convenience. This section includes the acquisition of bibliographic material in the country or abroad from publishers or natural or legal people specialized in the subject.
- d) Standardization of equipment or spare parts: For compatibility purposes with existing equipment, additional purchases from the original supplier or brand may be justified. To justify such purchases, the original equipment shall be appropriate, the number of new items shall generally be fewer than the existing number, the price shall be reasonable, and the advantages of installing equipment from other brand or source shall have been considered and rejected on acceptable grounds.
- e) The contractor responsible for the design of a process requires the purchase of critical elements from a supplier as a condition of its performance assurance.

f) An existing contract for the construction of works, the supply of goods or the provision of a service, awarded in accordance with the procedures laid down in this Regulation, may be extended to include additional works, goods or services of a similar nature. In such cases, it should be justified that no advantage could be obtained from a new competitive process and that the prices of the extended contract are reasonable. Where the possibility of an extension is envisaged, stipulations to this effect should be included in the original contract.

g) Purchases and leases that must be made in foreign countries, provided that it is not possible to carry out a bidding process there. All other contracts referred to in this Regulation are considered to be included in this section when it is not possible to carry out the tender in foreign countries.

h) Repair of equipment, instruments, vehicles or motors: This section will include repairs of equipment, instruments, vehicles or motors, whose dismantling, transfer or prior examination is essential to determine the necessary repair and would be more onerous in the event of another selection procedure being adopted.

i) Contracts between **NASA** and public agencies or in which the State has participation and with the protected production workshops provided for in Article 12 of Act No. 22.431: In these cases, the subcontracting of the main object of the contract will be expressly prohibited.

j) When there is a notorious shortage in the local market of the goods to be acquired: a circumstance that shall be accredited, in each case.

k) The acquisition of real estate will require the appraisal of three (3) real estate companies, and on the basis of these, the Board of Directors will determine a reference price. Likewise, the intervention of the Appraisal Court will be required. The price that is ultimately paid for the property in question shall correspond to the reference price, and the differences between the two shall be justified.

In the case of purchases of real estate at public auction, the Board of Directors shall require prior fixing of the maximum price to be paid in the transaction.

l) The purchase of perishable products and elements intended for the promotion of the economic activities of the country or to satisfy health needs: The perishable nature does not justify, in itself, direct contracting. Only the existence of unforeseen circumstances makes this procedure appropriate.

m) Recovery or development of the capabilities of national suppliers.

The reasons that allow the execution of the direct contracts of this Article shall be duly substantiated by the requiring sector or the corresponding organic unit, and approved by the competent authority that authorizes the procedure.

ARTICLE 13 – CRITERIA FOR THE CHOICE OF PROCEDURE. The choice of the selection procedure, as well as the modalities of the call, will be determined by one or more of the following circumstances, without prejudice to others not expressly provided for:

- a) Characteristics of the goods, services or works to be contracted.
- b) Estimated amount of the contract.
- c) Marketing conditions and market configuration.
- d) Reasons of urgency or emergency.

- e) Reasons of opportunity, merit or convenience
- f) Recovery or development of national suppliers.

In all cases, the most appropriate and convenient procedure shall be used, based on **NASA's** interests, and non-compliance with it will result in the responsibility of the officers involved. Such non-compliance could also entail the revocation of the acts that do not comply with its provisions and of the subsequent procedures that have been carried out.

ARTICLE 14 - GROUPING. The goods and services to be contracted that are of a similar or equal nature and/or provided by suppliers of the same commercial item, shall be grouped in a single purchase. In cases where the same call covers a considerable number of units and in order to encourage the participation of Small and Medium-sized Enterprises, when the Specific Terms and Conditions are prepared, the total amount may be distributed by lot or combination of lots, which may include lines and items as appropriate.

They may not include in the same line elements or equipment that do not form an indivisible functional unit for reasons of operation, adaptation, assembly, style and/or similar characteristics that require inclusion.

For grouping the Requests for Orders to be processed by Major Contracts, according to the amounts established by the Board of Directors, the following guidelines shall be considered:

- a) The number of items of the Order Requests to be grouped by file shall be less than FIFTY (50).
- b) The amount of each position shall be greater than TWENTY PERCENT (20%) of the maximum amount established for a Comparison of Quotations.

If any of the positions does not meet these conditions, it cannot be grouped.

ARTICLE 15 - PROHIBITION OF SPLITTING. A contract may not be split in order to avoid the application of the maximum amounts set by the Board of Directors for the different selection procedures.

It will be presumed that there is a split for a procurement of goods or services belonging to the same commercial item, when a new call is made within a period of THREE (3) months from the first call, without previously documenting technical, economic and/or operational reasons that justify it.

The officers who have authorized and approved the respective procedures breaching the provisions of the preceding paragraph shall be liable.

ARTICLE 16 - ESTIMATED AMOUNT OF THE CONTRACT. For the choice of the selection procedure, referred to in subsection b) of Article 13, the total amount net of taxes in which the awards

are estimated shall be considered, including the options for extension provided for and in accordance with the amounts established by the Board of Directors in force at the beginning of the contract.

The estimated amount foreseen for the contracting will be the one that determines the purchasing procedure to be used according to the regulations in force. This amount will determine the pertinent budget forecast. This will be set according to the best information available at the time of the start of the management.

Regardless of the estimated amount of the contract, Direct Contracting may be carried out when any of the assumptions provided for in the paragraphs of Article 12 of these Regulations are constituted.

ARTICLE 17 - DEADLINES. All the deadlines established in these regulations will be calculated in working days, unless expressly provided otherwise.

CHAPTER IV

PROVISIONS COMMON TO SELECTION PROCEDURES

ARTICLE 18 - BASIC PROCEDURE. The procedure established in this Chapter shall be applicable, as appropriate, to all types of selection procedures, regardless of the modality chosen, on condition that it is not otherwise provided for in the specific rules contained in these Regulations for each of them.

ARTICLE 19 - COMMUNICATION. All communication between **NASA** and the bidders or suppliers, either in the course of the selection procedure or during the execution of the contract, shall be made by e-mail, seeking savings in expenses and speed in the procedures. Publication on **NASA's** Internet site is also planned as a means of dissemination. If it is intended to notify by this means, it shall be recorded in the General Terms and Conditions, indicating the address of said Internet site, so that the interested parties can take the necessary precautions.

ARTICLE 20 - REVOCATION OF PROCEDURE. The verification that a call for tenders has formulated specifications or included clauses whose compliance is only feasible by a specific interested party or bidder, in such a way that it favors particular situations, will lead to the immediate revocation of the procedure, whatever the stage of the procedure, and to the initiation of a written proceeding.

In such a case, a new call may be made, by the same selection procedure, and in addition to the new interested parties, the bidders of the previous call shall be invited, not without having previously carried out the corresponding analysis and/or rectification of the issues that motivated the revocation.

ARTICLE 21 – NASA’S FACULTY. The Board of Directors or the officer to whom such power has been delegated, at its sole discretion, may annul the contracting procedure at any time prior to the conclusion of the contract, without giving rise to any compensation in favor of the interested parties or bidders.

ARTICLE 22 - FORMALITIES OF THE OFFER. Bids shall be written in Spanish. In the event that the bidder is a foreigner and does not have local representation, it may submit its bid in English, provided that it agrees with the translation of its bid made by **NASA**.

Bids shall be submitted through **NASA** Portal of Suppliers with a username and password. Bids, in accordance with the provisions of the respective Specifications, will be admitted until the day and time set in the call. Bids shall be signed by the bidder or its legal representative. The latter shall set the amendments and erasures, if any.

The mere presentation of the bid by the bidder will constitute an affidavit of full acceptance of all the conditions established in the Terms and Conditions, as well as the provisions of these **NASA** Regulations in force on the date of the call, and the submission to its terms. Consequently, it will not be necessary to submit these documents together with the offer.

In the double stage procedures, the submission of tenders shall be made through **NASA** Portal of Suppliers, in two (2) different "Digital Envelopes", identified as: "Digital Envelope A" and "Digital Envelope B".

"Envelope A" – Background Information and Technical Proposal, which shall include:

- I. The information and documentation required for the procedures in general, as well as that which is requested in the respective page of general bases and general and specific conditions, technical specifications and circular letters.
- II. Plans, programs or projects designed for the performance of the specific service that constitutes the object of the contract, if they have been appropriately requested at any instance of the process.

"Envelope B" – Economic Offer, in which the price offered and the guarantee of maintenance of the offer shall be included.

Both envelopes shall be submitted simultaneously, before the date and time indicated for the Opening of the Process, with the identification of the selection procedure to which they correspond.

The inclusion of the Economic Offer and/or the Guarantee of Maintenance of Bid in the "Envelope A" will be an insurmountable mistake, which will cause the bid to be disqualified at the same act of opening the bids

ARTICLE 23 - OFFER CONTENT. The bid shall specify all the information required in the General and Specific Terms and Conditions of the contract.

ARTICLE 24 - PERIOD OF MAINTENANCE OF THE OFFER. Bidders shall maintain the bids for the term set out in the Terms and Conditions, counted from the date of the Opening of Bids Event. In the case of Direct Contracting, the term will be computed from the date of presentation of the bid. If they do not reliably express their desire not to maintain the offer at least for TEN (10) days before the expiration of the term, it will be considered automatically extended for a period equal to the initial period, and so on, unless the Terms and Conditions provide otherwise.

ARTICLE 25 – OPENING OF BIDS. In the appropriate cases, on the day and time indicated to hold the event, only in the presence of **NASA** officers belonging to the sector managing the contract, as well as **NASA** authorities who decide to participate, the bids will be downloaded.

The opening event of all processes will be carried out digitally.

From the time set as the deadline for the receipt of bids, no other bids may be received, even if the opening event has not begun.

If the day set for the opening of bids becomes a non-working day, the event will take place on the following working day at the same time.

No bid submitted on time by those bidders who were invited by **NASA** to submit a quotation, as well as those submitted by any bidder interested in participating, may be rejected at the Opening Event. That, without prejudice to the provisions set for the procedures of the double stage.

In the procedures of the double stage, on the day and time indicated, the first opening act will be held, in which only the "Digital Envelope A" of each bidder will be downloaded, and the respective Minutes will be drawn up where the data of the bidder will be indicated and if he has complied with the presentation of both "envelopes".

In a second instance, after the presentation of the bidders, the second opening act will be held, in which the "Digital Envelope B" will be downloaded, leaving a due record of the action by means of its corresponding Minutes.

Only the "Digital Envelope B" of the bidders whose technical Bids have been pre-selected shall be downloaded. The "Digital Envelopes B" of the bids not pre-selected will not be downloaded and in this sense, they shall not be part of the procurement file.

ARTICLE 26 - OPENING MINUTES. The Opening Minutes of the bids shall contain:

- a) Minutes Number

- b) File Name
- c) Selection Procedure
- d) Purpose of the Contract
- e) Date and time
- f) Order number assigned to each bid.
- g) Name of the bidders.
- h) Bid amounts.
- i) Amounts and Forms of Offer Guarantees

In the procedures of the double stage, the Minutes of Opening of the Bids shall contain:

BIDS OPENING MINUTES – "DIGITAL ENVELOPE A"

- a) Minutes Number.
- b) File Number.
- c) Selection Procedure
- d) Purpose of the contract.
- e) Date and time.
- f) Order number assigned to each bid.
- g) Name of the bidders.
- h) Registration of the presentation and download of the Digital Envelope A
- i) Record of the presentation of the Digital Envelope B

BID OPENING MINUTES – "DIGITAL ENVELOPE B"

- a. Minutes Number.
- b. File Number.
- c. Procedure of Selection.
- d. Purpose of the Contract.
- e. Date and Time
- f. Order number assigned to each bid.
- g. Name of the bidders who have been pre-selected.
- h. Amount of bids from bidders that have been pre-selected.
- i. Amounts and forms of offer guarantees

CHAPTER V

EVALUATION OF BIDS

ARTICLE 27 - EVALUATION OF BIDS. The evaluation of bids will be carried out by the authority designated for this purpose, who will issue an Evaluation Report with the award recommendation, which will not be binding. Such report shall provide the competent authority with the grounds for the award and issuance of the Purchase Order or Contract. The Report will not be applicable to contracts carried out through a Comparison of Quotations and/or Direct Contracting.

The general guidelines for the evaluation of bids, without prejudice to others not expressly provided for in this Article, shall be as follows:

- a) Amount of the quotation.
- b) Characteristics of the good or service quoted.
- c) Economic convenience.
- d) Evaluation and comparison of background
- e) Evaluation and comparison of economic bids
- f) Recovery and/or development of national suppliers of **NASA's** chain of suppliers.

For single-stage procedures:

In the case of the purchase of a good or the contracting of a standardized service or one of common use whose technical characteristics can be unequivocally specified and identified, and within a single-stage procedure, the most appropriate offer, in principle, will be the one that complies with the technical-economic evaluation or the most economical offer as stated in the specification and general and specific conditions, technical specifications and circular letters.

For double stage procedures:

In the double-stage procedures, the technical proposals submitted will be analyzed in the first instance, taking into account the technical evaluation parameters contained in the specifications and general and specific conditions, technical specifications and circular letters and the pre-selection report will be issued.

The envelopes with the economic offers and the corresponding guarantees of those who have been pre-selected will be opened in a second stage which shall be duly recorded by means of its respective Minutes.

In the final evaluation report issued in this regard, the evaluation parameters for the economic offers contained in the specifications and specific conditions shall be taken into account, the order of merit will be established and the resolution to be adopted in order to conclude the procedure will be recommended. In the event that the combination of the scores obtained in both proposals (technical and economic) has been foreseen in the aforementioned section, the scores will be weighted in the pre-established manner, for the purposes of obtaining the fine score.

The criterion for determining the most convenient offer shall be set out in the specific terms and conditions, and may choose one of the following systems or other system chosen by the competent authority when approving the respective tender:

a) Award the contract to the bidder who submits the best economic offer from among those who have been pre-selected.

b) Award the contract to the bidder that has reached the highest final score, based on the weighting of the scores obtained in each of the proposals (if applicable, provided that it has been established in the section of specifications and specific conditions).

For single or double-stage procedure:

A limit may be set on the number or total value of contracts that may be awarded to the same bidder.

In all cases, the bid evaluation area will notify the result of the evaluation carried out to all those suppliers who have submitted a bid. Only in the case of Public Tenders, interested parties who wish to challenge the same may do so within three (3) days of notification. During that period, the file will be made available to the bidders for hearings.

In order to make the challenge, the bidder shall previously make a deposit in the name of **NASA** equivalent to FIVE PERCENT (5%) of the amount of its offer. This amount will be returned to the bidder if his challenge is successful, remaining the property of **NASA** otherwise.

ARTICLE 28 - IMPROVEMENT OF PRICES AND/OR CONTRACTUAL CONDITIONS. At the sole discretion of **NASA**, by virtue of the nature of the contract, the bidder whose offer is the most convenient will be requested to formulate, within the period set, an improvement in prices and/or contractual conditions.

This methodology will also be applicable in those cases in which there is equality in the prices offered. Equality in prices shall be considered when there is a difference of less than FIVE

PERCENT (5%) between the best bids of two or more bidders. These proposals will be downloaded from the portal of suppliers in accordance with the provisions of the corresponding selection procedure.

Silence on the part of the bidder invited to improve its bid will be considered as an intention to keep its original bid.

ARTICLE 29 - LEGAL OPINION. In accordance with the provisions of the corresponding Board of Directors' Resolution, after the award recommendation, the Legal and Corporate Affairs Management shall intervene to issue its legal opinion.

ARTICLE 30 - AWARD NOTIFICATION. Once **NASA** has made an internal decision regarding the Award of the call for tenders and before the expiration of the validity period of the respective Bid, **NASA** will notify the Successful Bidder that its bid has been accepted (Award Notification).

From now on, the Bidder will be bound to comply with the object of the contract and constitute the Performance Guarantee when applicable, as well as to comply with the services provided by **NASA** from the time set for it in the Specifications.

NASA will promptly notify each of the unsuccessful Bidders that their Bid has not been accepted and will release the respective Bid Guarantees.

CHAPTER VI

IMPROVEMENT OF THE CONTRACT

ARTICLE 31 - PURCHASE ORDER. Contracts for the acquisition of goods or contracting of works and services shall be concluded with the notification of the purchase order. Notwithstanding the foregoing, the competent authority to approve the procurement may provide in the terms and conditions of the procurement that a contract will be signed with the successful bidder, the text of which shall be part of the basic documentation of the Selection Procedure. Within the period of maintenance of the bid, the notification to the successful bidder, the receipt of the corresponding guarantees and the signature of the respective Order and/or Contract will be issued.

The Purchase Order will be issued by the competent authority, managing the contract, who shall notify the successful bidder,

ARTICLE 32 - OTHER CONTRACTS. NASA may, due to the characteristics of the service or supply to be contracted, enter into contracts without using Specifications. In this way, any other contract different from those indicated in Article 31 will be improved through the signing of the respective instruments between NASA and the successful bidder(s).

ARTICLE 33 - ORDER OF PRIORITY. All the documents that make up the contract will be considered as reciprocally explanatory. In the event of discrepancies, the following order of priority will be followed:

- a) The Purchase Order and/or the Contract, as applicable.
- b) Circular letters and/or notifications during the selection process
- c) The Specific Terms and Conditions and/or Technical Specifications.
- d) The General Terms and Conditions.
- e) The Supplier's Offer.
- f) The provisions of this Regulation

All the documents mentioned above are part of and regulate the Purchase Order and/or Contract.

CHAPTER VII

EXECUTION OF THE PURCHASE ORDER OR CONTRACT

ARTICLE 34 - DELIVERY. The successful bidders will comply with the service in the manner, term or date, place and other conditions established in the Terms and Conditions. Delivery terms will be computed in calendar days from the day following the date of receipt or subscription of the Purchase Order, or the opening of the respective documentary credit when such form of payment has been agreed, or from the fulfillment of NASA's obligations , when so established.

ARTICLE 35 - PROVISIONAL ACCEPTANCE. The receipt of the goods will be provisional and the receipts or remittances that are signed will be subject to final acceptance.

ARTICLE 36 - FINAL ACCEPTANCE. For the purposes of definitive conformity, the service shall first be compared with the specifications of the order, with the standard sample or with the one presented by the successful bidder, and, where appropriate, with the results of the test that may be necessary to be carried out, in addition to the provisions of the specific clauses.

The final acceptance will be granted within the period established for this purpose in the Specific Terms and Conditions or the Contract, which will be counted from the day following the date of delivery of the elements or the services rendered. In the event of silence from NASA after this period has expired, the supplier may demand the reception.

ARTICLE 37 - BILLING. Suppliers shall send the corresponding invoicing to the mailbox indicated by **NASA** for this purpose or through the Digital Platform implemented by **NASA** for this purpose, which will manage the payment on the basis of the same, together with the documentation that is processed internally and the corresponding certificates.

All matters relating to the payment of invoices will be governed by the provisions of the Terms and Conditions.

ARTICLE 38 - READJUSTMENT OF PRICES. **NASA** may readjust the prices of Purchase Orders and/or Contracts for services, works or provision of supplies, when this option has been provided for in the Specific Terms and Conditions. The Specific Terms and Conditions may also provide for the methodology of Provisional Readjustments.

Price adjustments will be made on those items or unit prices in which the conditions established in the terms and conditions of the contract have occurred, and the corresponding Contractual Addendum or Extended Purchase Order will be issued when applicable.

CHAPTER VIII

ACCIDENTAL CIRCUMSTANCES

ARTICLE 39 - SCOPE OF APPLICATION. The provisions of this chapter shall apply to Purchase Orders or Contracts, when their clauses do not contain provisions of this nature. In the event that these are foreseen, the rules of this chapter shall be applicable supplementarily.

ARTICLE 40 - EXTENSION OF THE TERM OF PERFORMANCE OF THE SERVICE. The supplier may request an extension of the deadline for performance of the service before the term expires, stating the reasons for the delay. The extension of the term will only be admissible when there are duly justified causes and/or **NASA's** needs allow the satisfaction of the benefit after the deadline.

ARTICLE 41 - FORTUITOUS EVENT OR FORCE MAJEURE. The penalties established in the respective Specifications and Contracts will not be applied when the breach of the obligation is based on a case of Act of God or Force Majeure duly documented by the interested party and accepted by **NASA**. The existence of an Act of God or force majeure that prevents the compliance of the commitments made by the bidders or the successful bidders, shall be brought to the attention of **NASA** within THREE (3) days of its occurrence. After this period, the Act of God or Force Majeure may not be invoked.

ARTICLE 42 - REVOCATION OR TERMINATION THROUGH NO FAULT OF THE SUPPLIER.

When **NASA** revokes or terminates a Contract or Purchase Order for reasons not attributable to the supplier, the latter will be entitled to be recognized for the expenses that it proves to have incurred in connection with the contract. No claim for loss of profits or interest on capital required for financing shall be allowed.

ARTICLE 43 - TERMINATION WITH FAULT OF THE SUPPLIER. Once the term of performance of the contract or its extension has expired, without the goods being delivered or the services rendered in accordance with the contract, **NASA** will terminate the contract without the need for judicial or extrajudicial summoning, with loss of the guarantee of performance of the contract, without prejudice to the supplier being responsible for the damages suffered **by NASA** on the occasion of the conclusion of a new contract with the same object. The termination of the contract and the consequent loss of the guarantee of performance of the contract may be total or partial, affecting in the latter case the unfulfilled part of the contract.

ARTICLE 44 - TERMINATION BY AGREEMENT OF BOTH PARTIES. Whenever it is in the interest of **NASA**, the competent authority for the award with reason may terminate the Purchase Orders or Contracts in force by mutual consent between **NASA** and the supplier.

ARTICLE 45 - REHABILITATION OF THE CONTRACT. Before the expiration of the extension period that has been agreed, the successful bidder may request the rehabilitation of the Contract for the part not fulfilled. This rehabilitation may be granted only once, upon payment of a fine equivalent to ten percent (10%) of the value of the Contract to be rehabilitated. A rehabilitated contract shall be complied with the same terms and conditions stipulated in the specifications.

ARTICLE 46 - EXPENSES ON BEHALF OF THE SUPPLIER. When the Terms and Conditions do not take into account any other provision in this regard, the following expenses will be borne by the supplier:

- a) Stamp tax.
- b) Cost of customs clearance, duties and services and other expenses incurred for any concept in the case of rejection of imported goods with delivery clauses in the country.
- c) Replacement of the destroyed samples, in order to determine if they conform in their composition or construction to what was contracted, if by this means defects or defects in the materials or in their structure are found. Otherwise, the relevant expenses will be borne by **NASA**.
- d) If the product has special packaging and it has to be returned, the respective freight and transport, round trip, from the same place and by the same means of shipment to be used for the return, will be at the expense of the offeror. In these cases, the value of each container shall be specified separately from the product and also the return period shall be stipulated, if this is not stated in the specific clauses. If the containers are not returned within the deadlines

established by one or the other party, the bidder may invoice them and initiate the process of collecting them, at the prices stated in the offer, this procedure being null and void, if the return takes place in the interim.

e) Transport to the final destination provided for in the Specific Terms and Conditions.

ARTICLE 47 - OPTIONS IN FAVOR OF NASA. NASA shall have the right to:

a) Increase the total awarded to THIRTY-FIVE PERCENT (35%) or to decrease it to TEN PERCENT (10%) of its original value in either case, under the agreed conditions and prices and with adequacy of the respective deadlines, by means of a grounded resolution of the same authority that awarded the Contract. The increase or decrease may affect one, several or the total of the lines of the Purchase Order or the Contract, as long as the resulting total does not exceed the percentages provided for in this subsection. NASA may authorize for good reasons to increase the amounts of Purchase Orders or Contracts for amounts greater than THIRTY-FIVE PERCENT (35%).

b) When, due to the nature of the service, it is impossible to split the units to deliver the exact quantity contracted, the deliveries may be accepted in more or less, as allowed by the fractional minimum. These differences will be increased or decreased from the amount of the corresponding billing, without any other requirement.

c) To extend the provision of services with or without the modifications that have been introduced in accordance with subsection a) of this Article, for a period equal to the contractual period up to a maximum of one year. NASA may make use of this option within a period of up to THREE (3) months after the end of the period of the Purchase Order and/or Contract.

ARTICLE 48 - COMPREHENSIVE COMPENSATION. NASA shall have the right to notify the non-compliant bidder, successful bidder or supplier to deposit in cash the amount of the fine provided for in the respective Specifications or Contracts or of the lost guarantee, in the bank account indicated and within the period set for this purpose.

NASA may offset the amount of the fines with sums owed or accrued in the same contract, in others or for any concept.

The execution of the guarantees or the initiation of actions aimed at obtaining the collection of the same, shall take place without prejudice to the application of the corresponding fines, the provisions of the preceding paragraph or the actions that are exercised to obtain full compensation for the damages that the non-compliance of the bidders or suppliers may have caused.

ARTICLE 49 - CONTRACT TRANSFERS. The contract or Purchase Order may not be transferred or assigned by the successful bidder without the prior express authorization of **NASA**. If this is done, the Contract or Purchase Order may be terminated by operation of law.

CHAPTER IX

CONTRACTING MODALITIES

ARTICLE 50 - MODALITIES. The selection procedures included in these Regulations may be carried out in accordance with any of the following modalities, or combinations among them, provided that the mandatory procedure to be followed is not expressly established:

- a) With Open Purchase Order.
- b) Turnkey Contract.
- c) Framework Contract.
- d) Competitive Bidding

OPEN PURCHASE ORDER CONTRACTING

ARTICLE 51 - SOURCE. Contracting with an open purchase order will be used when the quantity of goods or services has not been predetermined in the contract, so that the requirements can be made in accordance with the needs during the expected period of duration and at the unit price awarded.

ARTICLE 52 - CASES OF APPLICATION. The open purchase order modality will be used when computerized purchases are made and in any other case in which it is not possible to determine with precision or with adequate approximation, from the beginning of the selection procedure, the number of units of the goods or services to be acquired during the period of validity of the contract.

ARTICLE 53 - MAXIMUM UNITS OF THE GOODS OR SERVICE. **NASA** will determine, for each line, the maximum number of units that may be required during the term of the contract and the frequency in which the requests for provision will be made. The units of measurement shall be those customary in the market for the sale of the type of good in question or for the provision of the respective service. The successful bidder will be obliged to provide up to the maximum number of units determined in the Terms and Specific Conditions.

ARTICLE 54 - MAXIMUM AND MINIMUM UNITS TO BE SUPPLIED PER ORDER.

The offer shall specify, for each line, the maximum number of units that the bidder is willing to provide at the time of receipt of each request for provision. This amount may not be less than the minimum set by **NASA**.

ARTICLE 55 - DURATION OF THE CONTRACT. The term of the contract executed in accordance with the open purchase order modality will be TWELVE (12) months or TWENTY FOUR (24) months. The Specific Terms and Conditions may consider the option of extension in favor of **NASA**, for a period equal to the initial one. The finding of a reduction in the market price of the goods or services contracted may at any time determine the termination of the contract, through no fault of any of the parties, provided that the supplier does not agree to negotiate a new value.

TURNKEY CONTRACTS

ARTICLE 56 - SOURCE. Turnkey contracts shall be made when it is deemed convenient for **NASA's** interests to concentrate responsibility for the comprehensive implementation of a project in a single supplier.

This modality will be applied when the contracting is aimed at the provision of complex elements or systems to be delivered installed; or when it includes, in addition to the provision, the supply of services related to the start-up, operation, coordination or operation of said goods or systems among themselves or with other existing ones, through the use of specific technologies.

The Specific Terms and Conditions shall provide that the bidders shall supply information on the financing of the project, take charge of the provision of spare parts, offer guarantees of appropriate technical quality and validity, detail the maintenance work to be carried out and any other requirement that may be relevant to the good result of the contract.

CONTRACTING UNDER A FRAMEWORK AGREEMENT

ARTICLE 57 - SOURCE. In order to achieve more convenient contractual conditions as well as the optimization of resources, **NASA** may enter into agreements with national or foreign natural or legal persons that include the provision of goods or services by the signatory entities.

These Agreements will be approved by the General Management or the Board of Directors, indistinctly, whether or not they affect the budget, establishing the applicable legal-administrative framework for each case, in which the form, price and other conditions in which the supply of goods and services shall be carried out shall be detailed.

The selection procedures for the modality of the Framework Agreement shall be framed in any of those provided for in this Regulation, as appropriate.

If there is a Framework Agreement in force, the request for orders from the different areas, departments and/or management shall be processed through the same system. In the event of

the need to acquire goods or services similar to those indicated in a Framework Agreement, they may be processed outside the Agreement, to the extent that: (i) it is previously justified that the products and/or services included in it Framework Agreements in force do not conform to the object or purpose that is sought to be satisfied, or (ii) that more advantageous conditions could be obtained for **NASA** than those established in the Framework Agreements in force.

The same line may be awarded to several suppliers.

Suppliers who sign a Framework Agreement may not offer the goods and/or services subject to the Framework Agreement outside the Agreement.

The validity of the Framework Agreements shall be stipulated in the respective bases and specific conditions.

Suppliers who have signed a Framework Agreement may improve prices, delivery conditions and increase their stock during the term of the Framework Agreement.

Any product or service of a successful bidder may be suspended or terminated for duly grounded reasons. Likewise, for reasons of opportunity, merit or convenience, any product or service included in the Framework Agreement may be eliminated, and new products may be incorporated by means of a new call for bids.

CONTRACTING THROUGH COMPETITIVE BIDDING

ARTICLE 58 - SOURCE. Competitive Bidding will be held when, depending on the complexity of the object or the specific characteristics of the service, the criterion for evaluating the bids is the analysis of the background of each of the bidders.

CHAPTER X

TERMS AND CONDITIONS

ARTICLE 59 - GENERAL TERMS AND CONDITIONS. It will be applicable to **NASA** contracts, except as provided in Article 32, the Bidding Terms and Conditions approved by the Board of Directors. The Specifications will be shown on the Company's website and will be available to the interested parties. It will not be applicable to contracts carried out through a Comparison of Quotations or Direct Contracting up to the maximum amount authorized by the Board of Directors.

ARTICLE 60 - TERMS AND SPECIFIC CONDITIONS. The Board of Directors - or the authority to which it has delegated the competence to approve the selection procedure - will approve with the start of the selection procedure the Specific Terms and Conditions, which shall contain the minimum requirements indicated in the General Terms and Conditions and will include the Technical Specifications.

ARTICLE 61 - TECHNICAL SPECIFICATIONS. The standards and Technical Specifications mentioned in the documents of the respective selection procedure shall promote the widest possible competition, while ensuring the full satisfaction of **NASA's** needs through the goods to be acquired or the works to be contracted. As far as possible, national and internationally accepted technical quality standards should be specified, to which equipment, materials or workmanship should conform. In all cases, it shall be stipulated that equipment, materials and forms of execution that comply with other technical standards that are at least substantially equivalent to international standards shall also be accepted. Technical specifications should be based on the characteristics of the goods or service to be procured or relevant performance requirements, or both criteria. Mentioning trademarks, catalogue numbers, or similar classifications should be avoided. If it is necessary to mention a trademark or catalogue number of a particular manufacturer in order to clarify an otherwise incomplete specification, the words "or its equivalent" should be added after that reference. The specification shall permit the acceptance of tenders for goods having similar characteristics and providing performance and quality at least equal to those specified.

They shall state in a clear and unmistakable manner:

- a) The characteristics and types of service.
- b) The quality required and, where appropriate, the quality standards that the goods or services shall meet as well as those that suppliers shall meet.
- c) Whether the items need to be new, used, or refurbished.
- d) For the repair of equipment, machines or engines, the so-called legitimate spare parts may be requested.

Specifications shall not be formulated whose compliance is only feasible for certain companies or products, nor shall texts extracted from brochures, catalogues or information budgets be transcribed in detail.

ARTICLE 62 - COST OF THE SPECIFICATIONS. The Terms and Conditions shall be provided free of charge to all suppliers invited to submit bids, and to all interested bidders in the case of Public Tenders, except in those cases in which, due to their characteristics, the competent authority to approve the procurement determines that they are obtained upon payment of a sum that shall be established in the call for tenders, which shall be at least equivalent to the cost of reproduction and administrative expenses of the same. The sum paid in this regard shall not be returned to the purchasers in any case.

ARTICLE 63 - TYPES OF GUARANTEES. In accordance with the provisions of the Specifications, the bidders or successful bidders shall provide guarantees for:

- a) Maintenance of the offer: FIVE PERCENT (5%) of the total value of the offer. In the case of quoting with alternatives, the guarantee will be calculated on the highest value proposed. In the case of tenders and biddings with a fixed amount of contracting, the guarantee of maintenance of the offer shall be established in the Specific Terms and Conditions.
- b) Contract compliance: TEN PERCENT (10%) of the total value of the award.
- c) Financial advance or Counter-guarantee: for the equivalent of the amounts received by the successful bidder as an advance in those contracts in which the Specifications provide for it.
- d) Repair Fund: for FIVE PERCENT (5%) of the value of each certificate of progress of work or in accordance with the certification modality established in the Specifications, on condition that the Specifications provide for the constitution of this guarantee and its replacement is foreseen.

ARTICLE 64 - FORMS OF GUARANTEE. The guarantees referred to in the previous Article may be constituted in any of the following forms, or combinations of them, as established in the Terms and Conditions:

- a) Through bank deposit into **NASA's** account.
- b) With bank guarantee or other bond to the satisfaction of **NASA**.
- c) With electronic surety insurance policies, issued by insurance companies authorized for this purpose by the SUPERINTENDENCIA DE SEGUROS DE LA NACIÓN (SUPERINTENDENCE OF INSURANCE OF THE NATION), extended in favor of NUCLEOELÉCTRICA ARGENTINA S.A.

The choice of the form of guarantee, in principle, is at the option of the bidder or successful bidder.

For duly grounded reasons, the General Manager may define the form of guarantee in the Specific Terms and Conditions.

All guarantees, with the exception of the maintenance of the offer, which shall cover the deadlines set out in the Specifications, shall guarantee full compliance with the obligations contracted.

In those cases where no guarantee is presented, and the bidder withdraws the offer outside the term provided for in the terms and conditions, or the supplier fails to comply with the contract, it will cause the suspension of the company for a period of 12 months, from the date that the non-compliance is determined, during this time they will not be able to participate in **NASA's** competitive processes and it may not be awarded contracts in which it has already been presented. In those cases of repeated offenses, the suspension of the "eligible bidder / supplier" will be for a term of 24 months from the date that the non-compliance is determined, during this time it will not be able to participate in **NASA's** competitive processes and will not be able to be awarded a contract.

ARTICLE 65 - QUOTATIONS IN FOREIGN CURRENCY. When the quotation is submitted in foreign currency, the amount of the guarantee will be calculated on the basis of the selling exchange rate of the BANCO DE LA NACIÓN ARGENTINA in force at the close of the day prior to the date of constitution of the guarantee or shall be constituted in the same contractual currency.

ARTICLE 66 - EXCEPTIONS TO THE OBLIGATION TO SUBMIT GUARANTEES.

It will not be necessary to present guarantees in the following cases:

- a) In the acquisition of periodical publications.
- b) In contracts between **NASA** and state entities included in the Contracting Regime of the National Public Administration in force, in accordance with the provisions of Article 8 of Act 24.156.
- c) In contracting advertising.
- d) On location, when **NASA** acts as a tenant.
- e) When the amount of the guarantee is not greater than that provided for in the Terms and Conditions for its presentation.
- f) In contracting artists or professionals.
- g) In the event of performance of the service within the period of integration of the guarantee, except in the case of refusal. In these cases, the period for the integration of the guarantee will be counted from the reliable communication of the rejection and not from the notification of the

purchase order. The rejected elements will remain in security and may not be withdrawn, without previously integrating the corresponding guarantee.

- h) In the cases of selection processes under the modality of Comparison of Quotations or Price Tender, provided that the Specific Terms and Conditions do not establish an amount for them.
- i) The General Manager may authorize exceptions based on **NASA's** interests and needs.

Notwithstanding the foregoing, all bidders and successful bidders undertake the obligation to pay the amounts of the guarantees at the request of **NASA**, without being able to file any claim or compensation until after payment has been made.

ARTICLE 67 - INCREASE IN VALUE. **NASA** will not pay interest on the securities deposits granted as guarantee, while those that accrue the same will belong to their depositors.

CHAPTER XI SUPPLIERS

ARTICLE 68 - QUALIFIED PERSONS. All natural or legal persons with the capacity to be bound and who are not covered by the causes provided for in the following Article may contract with **NASA**.

ARTICLE 69 - PERSONS NOT QUALIFIED. The following may not contract with **NASA**:

- a) Individuals or legal entities that are suspended or disqualified from contracting with the NATIONAL STATE or **NASA**.
- b) The agents and officers of the NATIONAL STATE and the companies in which they have a sufficient participation to form the social will.
- c) Bankrupts, injunctions and bankrupt parties, unless the latter present the corresponding judicial authorization or are complying with an approved preventive agreement and are contracts where the economic capacity of the insolvent bidder does not hinder the fulfillment of the respective obligations.
- d) Those convicted of intentional crimes.
- e) Individuals who are being prosecuted for crimes against property, or against the NATIONAL PUBLIC ADMINISTRATION or against **NASA** or against public faith or for crimes included in the Inter-American Convention against Corruption, Act No. 24.759.

ARTICLE 70 - QUALIFICATION OF SUPPLIERS. The Supplier Area will be responsible for administering the performance evaluations carried out on suppliers through **NASA's** Reception Commissions.

On the other hand, this area will keep updated the documents that companies submit to comply with the qualification and eligibility requirements established in the terms and conditions, in order

to have the documentation required in the framework of a contract, speeding up the contracting process.

The legal, accounting and financial documentation required for the qualification and eligibility of the bidder in the contracting processes will be evaluated in a preliminary manner to verify that the formal aspects required for the same are met.

When documentation is missing, or has formal defects, the interested party will be asked to correct those documents that do not comply with the requirements.

It will be the responsibility of each supplier to keep an update of the documentation necessary for the purposes mentioned above.

ARTICLE 71 - DOCUMENTATION FOR SUPPLIER QUALIFICATION

The documentation subject to the evaluation of suppliers will be that established in the General Terms and Conditions.

Digitally signed by: **CAMPOS Juan Martín**

Date: 2026.06.30

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