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## **GENERAL TERMS AND CONDITIONS OF THE CENTRAL BANK OF ARGENTINA**

**SECTION 1 — APPLICABLE REGULATIONS AND ORDER OF PRIORITY.** The procurement procedures established in the Procurement Rules approved by the Board of Directors of the Central Bank of Argentina (BCRA) under Resolution No. 383/16 will be governed by such regulation, as amended and supplemented, by any applicable regulations that may be laid down in the future, by the Terms and Conditions, and by the corresponding contract, agreement or purchase order.

All documents concerning a procurement procedure will be considered reciprocally supplementary. In case of discrepancy, the following order of priorities will be followed:

- a) The provisions of the Procurement Rules.
- b) The General Terms and Conditions.
- c) The Specific Terms and Conditions.
- d) Letters of request for information and/or those issued ex officio, the latest will prevail over the rest.
- e) The bid and samples submitted.
- f) Award of bids.
- g) Purchase order or contract.

**SECTION 2 — TERM CALCULATION.** Terms will be considered as follows:

- a) In working days, except as otherwise stated under the Procurement Rules or the Specific Terms and Conditions. Working days are business days with customer service in the official opening hours.
- b) In weeks, for 7-day terms calculated in calendar days.
- c) In months or years, from date to date, pursuant to the Civil and Commercial Code of Argentina.

**SECTION 3 — REGISTRY OF SUPPLIERS.** The Registry of Suppliers will be part of the BCRA Procurement Information System. All natural and legal persons interested in entering into a contract with the BCRA should be registered with such Registry. The Procurement Management Office will be in charge of managing the Registry of Suppliers. The purpose of the Registry of Suppliers is to compile each supplier's background information, previous procurement procedures with the BCRA, penalties and fines, if any, legal situation, and reasons for ineligibility as set forth in the Procurement Rules, if any. Likewise, suppliers may be assigned preliminary ratings according to their economic

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<p>activity. These ratings will make them eligible to participate in any such selection procedure that requires a special approval.</p> <p>The Procurement Management Office will post on the BCRA website the list of suppliers registered with the Registry of Suppliers, including their main details in a clear and friendly format.</p> <p><b>SECTION 4 — REGISTRATION.</b> Interested parties should submit preregistration and definite registration forms to the Procurement Management Office. In turn, the Procurement Management Office is entitled to perform any kind of examinations and require any necessary piece of information for checking the submitted data.</p> <p>The BCRA, through the Procurement Management Office, will inform the interested party about the acceptance or rejection of the request for registration with the Registry of Suppliers.</p> <p>The Procurement Management Office is vested with powers to include suppliers in, temporarily suspend or exclude them from the Registry, explicitly stating the reasons lying behind.</p> <p>Suppliers must be previously registered with the Registry of Suppliers in order to contract with the BCRA. Those suppliers willing to make a bid that are not yet registered should first preregister and later on apply for definite registration before bidding. In that case, they should be definitely registered before bids are awarded.</p> <p><b>SECTION 5 — PRE-REGISTRATION REQUIREMENTS.</b> The requirements to preregister with the Registry of Suppliers are as follows:</p> <p>a) Natural persons:</p> <p>I) Full name, birth date, nationality, occupation, legal address and address for service in Argentina, civil status and identity document type and number.</p> <p>II) Taxpayer Identification Number (CUIT).</p> <p>III) E-mail address.</p> <p>b) Legal Persons:</p> <p>I) Business name, legal address and address for service in Argentina, place and date of association and company registration.</p> <p>II) Taxpayer Identification Number (CUIT).</p> <p>III) E-mail address.</p> <p>IV) List of current members of management and statutory auditor, where appropriate.</p> <p>V) Date, corporate purpose, and term of the articles of association.</p> <p>c) Natural and legal persons:</p>		
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I) Affidavit of lawsuits against the National State, its bodies and decentralized agencies and/or against the BCRA, provincial and/or municipal governments, their bodies and decentralized agencies.

II) Affidavit stating that the applicant does not fall within Section 57 of the Procurement Rules (ineligibility).

III) Affidavit stating that the applicant has violated no prohibition and has engaged in no anti-competitive practices set out as under Antitrust Law No. 25,156. Where a local representative before the BCRA has been granted authority to act under multiple powers of attorney, such circumstance shall be stated on the affidavit showing that it raises no conflict of interests. The provisions of that law are further applied to this case.

Affidavits mentioned in paragraphs I, II and III above shall be executed by a duly empowered person or officer.

The Procurement Management Office will determine if a registered supplier should submit additional information and be subject to minimum requirements in line with internal regulations supplemental to the Procurement Rules.

For simplified procurement procedures, only subsections a) and b), and paragraphs I), II) and III) shall be enforced regardless of the type of person involved.

Foreign companies shall appoint a duly accredited representative in Argentina for bidding and notification as to selection procedures. Hence, the document shall indicate that such representative is empowered to submit bids, which, if accepted, shall be binding on the company s/he represents.

The applicant shall submit a copy of the appointment letter, which shall be certified by a notary public and authenticated by the Professional Association of Notaries Public. Documents written in a foreign language shall be authenticated by the consulate or hold an apostille as under the Hague Convention of 1961. Additionally, it shall be translated by a certified translator and authenticated by the relevant professional association.

Representatives of foreign companies shall submit a copy of the respective bylaws, along with a list of current authorities, all of which shall be duly authenticated and translated into Spanish.

**SECTION 6 — REGISTRATION VALIDITY.** Registration shall be valid for two years. Notwithstanding the foregoing, the supplier shall undertake to keep updated all such information provided and any documents submitted in due course for two years. Suppliers failing to request renewal of registration shall be removed from the Registry.

**SECTION 7 — BCRA PROCUREMENT INFORMATION SYSTEM.** The BCRA shall post on-line the selection procedures by way of its Procurement Information System. However, it may use any other means set forth in this Procurement Rules. Additionally, the BCRA may manage selection procedures through such System.

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The use of different means could be direct or intermediated through open or closed networks, in electronic commerce platforms or digital markets.

**SECTION 8 — VALIDITY AND EFFECTIVENESS OF ACTIONS THROUGH THE BCRA PROCUREMENT INFORMATION SYSTEM.** Any actions taken through the BCRA Procurement Information System will have the same legal validity and effectiveness as if taken by manual means and may replace them for all legal purposes. The information processed through the BCRA Procurement Information System shall be consistent with the information contained in hard copy files of procurement. Likewise, such information shall be entered in a timely manner and shall include the calls for bids and their receipts, clarifications, answers and changes in the terms and conditions, along with the award results related to acquisitions and procurement of goods, services and works.

**SECTION 9 — NOTICES.** Notices to bidders or suppliers, whether during the selection procedure or the agreement execution, shall be served saving money and time.

Notwithstanding the notices expressly mentioned in the Procurement Rules, notices concerning the following cases shall only be effective as of the date the interested party is duly notified:

- a) A statement showing that the call for bids failed or was declared vacant.
- b) The BCRA's decision of revoking the selection procedure.
- c) The pre-assessment or pre-selection of bidders in case of tenders with multiple stages.
- d) The application of penalties and sanctions to bidders and/or contractors.
- e) The invitation to improve bids.
- f) Award of bids.
- g) The rejection of bids.

**SECTION 10 — CLARIFICATIONS ON TERMS AND CONDITIONS.** The Specific Terms and Conditions provide that interested parties may request clarifications on their wording within the term set forth therein. The BCRA shall circulate the questions made by each interested party, and the pertaining answers, among all bidders.

**SECTION 11 — FORMAL REQUIREMENTS OF BIDS.** Bids shall be drafted in Spanish and submitted in hard or soft copy, as appropriate. If a bid is submitted in hard copy, the bidder, its duly empowered legal representative or agent must sign every bid sheet. Should the terms and conditions contain spreadsheets or forms to be completed by the bidders, they must be duly signed upon submission. Envelopes must be duly closed, sealed and signed, specifying in the obverse the procurement number as well as the date and time for the bid opening set forth in the relevant terms and conditions.

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The BCRA shall provide bidders with a receipt stating date and time of their submission, if drafted in hard copy. If bids are submitted electronically, the system shall generate a return receipt that may be printed by suppliers.

Bid submission implies the full acceptance of the General and Specific Terms and Conditions, Technical Specifications and/or any replacing documents.

**SECTION 12 — BIDS CONTENT.** Bidders shall declare, under sworn statement, that they know, accept and voluntarily submit to the Conditions set forth by the Procurement Rules and to the provisions contained in the General and Specific Terms and Conditions, Technical Specifications and/or replacing documents.

The bid submitted shall specify:

a) The unit price in numbers using Argentina's Legal Metric System or the system set out by the Specific Terms and Conditions. The total amount of bids shall be identified in letters and numbers. This information shall be included in the quotation spreadsheets provided by the BCRA for each selection procedure.

The total amount of bids shall be free of any relevant taxes, rates, liens, or any other applicable charges in accordance with current regulations.

If the total amount of each item does not agree with its unit price, the latter shall be taken as valid and as calculation basis to determine the total amount of the bid.

b) If the bid is concerned with goods and/or services of foreign industry, the origin must be indicated; and when the bid involves import of goods, their gross and net weight and their size shall be stated in addition to the price proposed. Moreover, bidders shall state whether they enjoy tariff preferences, indicating the relevant agreement(s).

c) Bids segmented by goods, specifying net weight (excluding packaging), packaging expenses, and fixed price of each unit.

d) Bids shall state whether the goods concerned have a special package and whether such package has been included in the price quoted or instead, must be returned. In the event of return, freight or transport costs shall be borne by the bidder.

e) The relevant bond.

f) Upon request, sample or supporting documentation of shipment and compliance with Section 67 of the Procurement Rules, record of visit or other related documents such as drawings, must be submitted.

g) Technical information included in the technical specifications spreadsheet as required by the BCRA for each selection procedure; as well as descriptions, catalogs and brochures duly translated, if necessary, to illustrate the bid.

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h) Any other specific requirements indicated in the Specific Terms and Conditions and Technical Specifications.

Discounts offered for payment within a given term shall not be taken into account for comparing bids.

The bid shall include the supplier's electronic address, which shall be rendered valid for all notices served under the selection procedure.

**SECTION 13 — ADDRESS AND JURISDICTION.** Bidders shall include in their bids an address for service in the Autonomous City of Buenos Aires. Moreover, bidders shall attach to their bids a written statement submitting to the jurisdiction of the Federal Courts of the Autonomous City of Buenos Aires, waiving any and all other jurisdictions and venues.

Upon changes in addresses, the bidder shall notify the BCRA of such circumstance within THREE (3) days after the occurrence of such change, and shall be fully responsible for any potential consequences derived from an omission.

The sole production of the supporting evidence of any notices served by the BCRA upon the bidder at the address informed shall be proof of notification.

**SECTION 14 — FOREIGN COMPANIES.** Foreign companies that conduct regular business in Argentina in furtherance of their corporate purpose and wish to enter into contracts with the BCRA must comply with the requirements set forth by Section 118 of Corporate Law No. 19,550 and must be duly registered with the BCRA's Registry of Suppliers.

If a bid submission involves an isolated act of a foreign company in Argentina, the company shall have to register with the BCRA Registry of Suppliers and must produce such supporting documents of incorporation and registration as are legally required in its country of origin, record of the corporate resolution to attend the call, the power of attorney of the representative or attorney-in-fact, and an affidavit of the latter stating that the bid submission involves an isolated act of the company in Argentina. In addition, the legal representative or attorney-in-fact cannot act on behalf of more than one company in each BCRA procurement.

**SECTION 15 — SCOPE OF BIDS.** Bidders shall quote each and every good/service required. In the case of supplies, partial quotations of an item shall not be admitted. Accordingly, any bids so submitted shall be rejected.

Where bidders fail to supply such goods that they neither manufacture nor trade as their regular line of business, they may not hold third parties accountable.

Likewise, third parties' failure to provide goods or perform works or services for the contractors shall not prevent the latter from being held accountable for non-performance

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of works or services.

Conditional bids or such bids that fail to comply with the Terms and Conditions or with the prices request shall be disregarded, except for bids with formal flaws, errors in the bond amount—less than TWENTY PER CENT (20%)—or any other mistakes that prevent the accurate comparison with other bids.

**SECTION 16 — QUOTATION CURRENCY.** All bids shall be quoted in domestic currency, except as otherwise determined by the Specific Terms and Conditions. The decision to ask for quotations in foreign currency shall be well founded in terms of the characteristic features of the market and/or the potential goods to be imported.

**SECTION 17 — ALTERNATE BIDS.** Alternate bids stand for such bids that comply with all the specifications set forth by the Terms and Conditions, offering several technical solutions and, consequently, different prices for the same goods or services. Alternate bids shall only be accepted when expressly provided in the terms and conditions. Bids shall be based on basic bidding requirements so as to make the economic comparison easier.

**SECTION 18 — INVARIABILITY OF BIDS.** Bids may be changed no longer than the expiration date of the term of submission. No material change shall be admitted beyond expiration.

**SECTION 19 — UNDERTAKING TO MANTAIN BIDS.** Bidders undertake to maintain their bids for a term of SIXTY (60) days or for such term set forth by the Specific Terms and Conditions of the procedure. The aforementioned term shall be extended for an equal period and so forth, except the bidder expressly states—at least TEN (10) calendar days in advance of the expiration of each term—that it will no longer renew the term.

**SECTION 20 — SAMPLES.** Samples shall be submitted in the place and on the date stated in the Specific Terms and Conditions. They shall not be accepted after the bids opening under no circumstances.

In case the samples are not furnished with the bid, they shall be conveniently individualized. If so, an acknowledge receipt will be given for the samples so produced.

If the samples involve IT equipment or related software, the BCRA may perform a prior, single and compulsory Technical Inspection in order to confirm the compliance with the technical specifications required in the corresponding Specific Terms and Conditions or request for price quotation.

**SECTION 21 — BID OPENING PROCESS.** The bid opening may be attended by bidders as well as those who have previously proved to have a legitimate interest in the bid opening process. The Procurement Manager, or such officer as he may appoint, will head the opening act in the place, day and time fixed. Once the first envelope is opened, no explanation or clarification request will be accepted and no one will be admitted, not even such bidders having submitted their bids in time.

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Any changes in bid submission and opening dates shall be notified at least TWENTY-FOUR (24) hours in advance and published for ONE (1) day in the same media in which the original date should have been informed.

If the bid opening date is a not a banking day, envelopes will be opened at the same time on the subsequent banking day, except as otherwise explicitly stated. If so, such circumstance shall be duly notified to the parties which have acquired the sheet of terms and conditions.

No bid submitted in due time shall be disregarded in the bid opening. Bids having been challenged shall be attached to the procurement file for analysis purposes.

**SECTION 22 — MINUTES.** The bid opening process will be recorded in the relevant minutes. Bidders may object to any actions performed during the opening process in person or in writing within the subsequent TWO (2) days. After such period, no submission will be considered.

The opening minutes shall include:

- a) Place, date, time, selection procedure and procurement file number.
- b) Order number assigned to the bid.
- c) Bidders' names.
- d) Amount of bids.
- e) Identification and amount of submitted guarantees.
- f) Objections raised.
- g) Positions and names of the competent officers.

The officers in charge shall sign the bid opening minutes; bidders are also invited to sign if they so wish.

**SECTION 23 — ACCESS TO BIDS.** Bidders shall have access to bids for TWO (2) days from the business day following the bid opening. Bidders may request a copy at their own expense.

The TWO (2)-day term shall not suspend any other terms. Hence, the bidding procedure will remain unchanged during these two days.

The assessment of bids is confidential, so no access to information about bidding shall be allowed during this stage.



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<p>SECTION 24 — CLARIFICATIONS. After the bid opening, the BCRA may request bidders to provide any clarifications it may deem relevant, provided such information does neither involve a material change in the terms of the initial bid or in the procurement conditions nor violate the principle of equality of bids.</p> <p>SECTION 25 — OBJECTIONS. Bidders may object to either bids submitted by their competitors or the bidding procedure on grounds of flaw or error. In any case, objections shall be raised on a clear and objective basis. In those cases where objections cannot be supported by the documents available to the BCRA, the bidder raising an objection shall provide original or authenticated copies of records or certificates in support of its statements.</p> <p>The objections shall be made within TWO (2) days after having access to the files and shall not interrupt the bidding procedure.</p> <p>SECTION 26 — CAUSES FOR REJECTING BIDS. Bids would be flatly rejected in the following cases:</p> <ul style="list-style-type: none"> <li>a) If they were not written in Spanish.</li> <li>b) If the initial bid lacked the signature of the bidder or its legal representative or agent in any essential parts, especially where listed prices, quantity of goods, or execution time are involved.</li> <li>c) If the initial bid had amendments, corrections, erasure marks or line spaces not dated or initialed in any essential parts, especially those cases mentioned in the previous item.</li> <li>d) If the bidder failed to provide a bid maintenance guarantee or else the term of such guaranty proved to be expired or its amount were below the TWENTIETH PER CENT (20%) of the required amount.</li> <li>e) If the initial bid were written in pencil or otherwise allowing re-writing without leaving visible traces.</li> <li>f) If the bidder were imposed disqualification or suspension to contract with the National Administration.</li> <li>g) If the bidder were not included in the BCRA Registry of Suppliers before the award of contracts.</li> <li>h) If the bid were subject to conditions that affect the compliance with the essential requirements set forth in the corresponding terms and conditions.</li> <li>i) If there were errors, contradictions or essential omissions.</li> <li>j) If the listed price were derisory or vile.</li> </ul>		
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k) If the bidder submitted, directly or indirectly, more than one bid in the same selection procedure.

l) If the bidder were a natural or legal person ineligible pursuant to Section 57 of the Procurement Rules.

m) If samples were not submitted within the period set forth in the Specific Terms and Conditions.

n) The Specific Terms and Conditions shall not set forth any other causes for rejecting bids.

**SECTION 27 — RECTIFIABLE ERRORS OR OMISSIONS.** The aim of correcting errors or omissions will be to ensure the principle of wide attendance and prevent bid rejection for merely formal issues, notwithstanding bidders' equal treatment.

Bidders shall not make rectifications with the purpose of altering or improving their bids or taking advantage of their competitors.

In particular, the following cases will be deemed rectifiable:

a) If the initial bid were only partly signed, except it falls within Section 74, subsection b) of the Procurement Rules.

b) If the bid maintenance guarantee were as little as or below the TWENTY PER CENT (20%) of the amount required.

c) If the documentation required by the Procurement Rules, the applicable regulations, and the applicable Specific Terms and Conditions were not submitted along with the bid. When such documentation is not submitted along with the bid, the BCRA shall demand rectification. The bid would be rejected in case the errors or omissions were not rectified within the required term or, even if rectified in such term, the requirements proved to be extinguished at the time of bid opening.

d) If the bidder failed to include the costs of its bids and the economic-financial equation to be used in the contract, if applicable.

Bids shall be rejected, whenever errors or omissions are not rectified within the terms required by the Procurement Management.

**SECTION 28 — PRICE IMPROVEMENT AND BID TIE-BREAKER PROCESS.** In case of tie, the respective bidders shall be called —through reasonable means—to improve their bids—just for one time—within THREE (3) days in the same way they submitted the initial bid.

These bids shall be opened pursuant to the Procurement Rules.

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Failure to submit an improved bid shall be considered as the bidder's will to keep its bid unchanged.

If bidders are still tied, even bids shall undergo a drawing of lots. For that purpose, the day, time and place of drawing of lots shall be fixed and duly notified to tied bidders for them to attend the meeting scheduled to break the deadlock. The drawing of lots shall be performed in the presence of a Notary Public, chosen by the BCRA, and of the interested parties, if they so wish, and the corresponding minutes will be drawn up.

**SECTION 29 — PARTICIPATION OF THE ASSESSMENT COMMITTEE.** The Assessment Committee shall exclusively take part in those procurements authorized by the Board of Directors pursuant to the Scheme of Powers in Annex I of the Procurement Rules. In other procurements the Users Area shall submit a detailed and descriptive Technical Report of the bid assessment.

**SECTION 30 — ACCESS AND OBJECTION TO THE ASSESSMENT OPINION.** The Assessment Opinion shall be informed to the bidders within THREE (3) days after being issued and published in the Information System of the BCRA Procurement. Both bidders and any other interested parties may have access to and object the Assessment Opinion, if necessary, within FIVE (5) days of report/publication, and before offering a guarantee as set forth in section 50 of the Procurement Rules.

**SECTION 31 — AWARD.** The most convenient bid shall be awarded within the time period set forth in section 66 of the Procurement Rules and considering quality, price, bidder's qualification, technical guarantees on products, offered services and also the established conditions in selection rules.

The BCRA may award a bid regardless its price, stating the grounds lying behind, and the benefits or advantages that may derive from, the decision to opt for such bid.

The BCRA may reject or award, as a whole or partially, one, some or all the items bidden. It may also revoke the procurement procedure before the execution of the contract, which shall give neither bidders nor awardees a right to compensation.

In case of objections to the assessment opinion, they will be solved in the award process. In multiple-stage procedures, objections will be solved by the competent authority who authorized the call to bid in the course of the next stage.

The award may be executed even though just one bid is placed in the selection procedure.

The award shall be informed to the awardee and the other bidders while the bid maintenance period remained in effect and shall be posted in the BCRA Procurement Information System.

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<p><b>SECTION 32 — EXECUTION OF THE CONTRACT.</b> BCRA procurement for the acquisition of goods or the hiring of works and services may be signed either in paper or digitally.</p> <p>Such procurement shall be executed when submitting the purchase order to the awardee or the corresponding document is signed, as the case may be.</p> <p>If the awardee did not withdraw the purchase order or rejected it or else did not sign the corresponding contract when agreed, within either TEN (10) days of notification or the special term stated in the Specific Terms for complex supplies, the BCRA could award the procurement to the bidder who is next in merit order and so forth, notwithstanding the application of the corresponding penalties.</p> <p><b>SECTION 33 — TYPES OF GUARANTEES.</b> With the aim of ensuring the compliance of all bidders' and awardees' obligations, they shall constitute the following bonds:</p> <p><i>Bid bond:</i> It shall represent a FIVE PER CENT (5%) of the bid's total value or, provided there were more-than-one-stage procedures, the amount stated in the Terms and Conditions. In the case of bids where alternative bids are accepted, bonds shall be calculated over the highest amount.</p> <p>In all cases, bonds shall be submitted together with the economic bid.</p> <p><i>Advance payment bonds:</i> they shall be equivalent to the amounts received by the awardee by way of advances charged when set forth in the contract.</p> <p><i>Performance bond:</i> It shall represent a FIFTEEN PER CENT (15%) of the total value of the bid awarded, which shall be delivered or deposited by the awardee to the order of the BCRA, under the conditions set forth in section 84 of the Procurement Rules.</p> <p><i>Objection bonds:</i> The bond amount shall be equivalent to THREE PER CENT (3%) of the total value of the objector's bid or the fixed amount established in the Specific terms and Conditions. This bond shall only be recovered by the objector in case the objection is favorably answered.</p> <p><b>SECTION 34 — BOND INSTRUMENTS.</b> Bonds may only be posted in any of the forms indicated below:</p> <ol style="list-style-type: none"> <li>a) Promissory note for up to TEN (10) Procurement Units (PU), signed by a person empowered to post a bid bond.</li> <li>b) Check, the payment date of which shall be the date of bid opening. The check will be sent to the BCRA's Treasury for collection.</li> <li>c) Surety bond, a policy issued in accordance with the applicable rules, and with the BCRA as beneficiary.</li> </ol>		
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d) Bank bond.

e) Any other type of bonds that the BCRA may deem appropriate, provided it has been informed prior to the call date.

In the case of bids fully or partially stated in foreign currency, bid or performance bonds shall be stated in such currency, whether fully or on a pro rata basis.

Under no event will the BCRA pay interest or otherwise on the amounts of the posted bond.

**SECTION 35 — SCOPE OF THE BOND.** The bond shall serve to guarantee the fulfillment of the bidder's or contractor's obligations, and shall remain in effect for the period set forth in the terms and conditions, or in the contract.

**SECTION 36 — NO BOND REQUIRED.**

No bond shall be required in the following cases:

- a) Procurement for an amount lower than that provided by the BCRA in the respective terms and conditions.
- b) Purchase of periodic publications.
- c) Procurement of advertisements/advertising space.
- d) Lease where the BCRA is a tenant.
- e) Hiring of artists, professionals and/or consultants.
- f) State bodies, companies in which the State holds a majority interest or State-owned companies.

Notwithstanding the foregoing, all bidders and awardees shall post bonds at the BCRA's express request. In that case, bidders or awardees will only be eligible to bring a claim or seek a remedy after posting the relevant bond.

The mere submission of bids or the winning of an award shall make bidders and awardees liable for the respective amounts in the event of non-fulfillment of their obligations.

**SECTION 37 — RETURN OF BONDS.** The BCRA shall give notice to bidders or contractors, within the relevant terms, for them to get the bond back, as follows:

- a) Bid bonds, within TEN (10) days after notice of the administrative act of awarding or the act whereby the selection procedure is closed.

In multiple-stage procedures, bidders who have not been preselected shall receive back

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their envelopes with the economic offer and the respective bond upon the opening of economic offers of preselected bidders.

b) Performance bonds, within TEN (10) days of performance of the contract, at the BCRA's satisfaction, where no fine or sanction is pending.

c) Bonds for the exercise of the right to challenge, if return thereof is applicable, within TEN (10) days after notice of the respective resolution.

d) Advance payment bonds, once services have been rendered, goods have been delivered or the progress of the work allows doing so—depending on the subject-matter of the contract—as set forth in the specific terms and conditions.

The Procurement Management Office, in charge of retaining the bonds, shall notify bidders and contractors of the return of bonds and the term within which they may get them back. The Procurement Management Office shall be the department charged with returning bonds. Bonds may under no circumstance be returned prior to fulfillment of the relevant obligations arising from the contract or from any sanctions that may have been imposed.

**SECTION 38 — IMPLIED SURRENDER.** Any bidders, awardees or contractors that do not get back their bonds within SIXTY (60) calendar days from the date of notice shall be deemed to have surrendered their bonds to the BCRA. The BCRA shall, in turn, incorporate the proceeds of the bonds to its property or else destroy those instruments that cannot be executed and, accordingly, may not be incorporated into the BCRA's property.

**SECTION 39 — QUALIFICATION REQUIREMENTS.** Only natural and legal persons with full legal capacity, falling outside the scope of prohibitions to execute contracts, having economic, financial, and technical solvency as well as professional credentials and being duly registered in the BCRA Registry of Suppliers—prior to the award—may enter into contracts with the BCRA.

**SECTION 40 — INELIGIBILITY.** No person included below may contract with the Central Bank of Argentina:

a) Natural or legal persons whose contracts with the Bank or the National Public Sector have been unilaterally terminated for cause.

b) Natural or legal persons that have been suspended or disqualified from the Bank's Registry of Suppliers, for as long as such suspension or disqualification remains in effect.

c) Natural or legal persons that have prepared any drafts or specifications of the contracts to be entered into by the Bank; except for the cases mentioned in Section 43 of the Procurement Rules of the Central Bank of Argentina.

d) Employees and officers of the Bank, the National Public Sector and the companies in

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which the State may have powers to adopt decisions, pursuant to Public Ethics Law No. 25,188.

e) Persons who are indicted for crimes against property or the National Public Administration, for crimes against public trust, or for crimes contained in the Inter-American Convention Against Corruption.

f) Persons convicted (by a final, unappealable decision) of an intentional crime, who shall be ineligible for a period equal to twice the length of the sentence.

g) Natural or legal persons who have failed to comply with their tax- or social security-related obligations, as provided for by the Federal Administration of Public Revenue (Administración Federal de Ingresos Públicos, AFIP).

h) Bidders which, as it transpires from the facts or other objective and plausible circumstances, stem from, are transformed into, merge with or spin off a company ineligible to contract with the National Administration and/or the Bank.

i) Natural persons who are members of companies ineligible to contract with the National Administration and/or the Bank, or natural persons related up to the second degree of consanguinity or by affinity in the first degree with persons ineligible to contract with the National Administration and/or the Bank.

j) Bidders who have been imposed any court or administrative penalties in relation to the subject matter of the contract for abuse of a dominant position, dumping or unfair competition, within THREE (3) years before submission.

k) Legal persons convicted (by a final, unappealable decision rendered abroad) of international bribe or graft, as under the Organisation for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, who shall be ineligible over a period equal to twice the length of the sentence.

l) Natural or legal persons included in the debarment lists of the World Bank and/or the Inter-American Development Bank for corruption conducts or practices provided for in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, who shall be ineligible for as long as such condition persists.

**SECTION 41 — PERFORMANCE BOND.** A performance bond shall be posted upon delivery of the purchase order or execution of the contract.

The performance bond shall be held by the BCRA until all the contractor's obligations have been fulfilled. Should the BCRA staff fail to hold any such bonds, they shall be imposed disciplinary sanctions.

**SECTION 42 — CONTRACT DOCUMENTS.** Contract documentation shall include the following:

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- a) General and specific terms and conditions, and specifications.
- b) Project or terms of reference, where appropriate.
- c) The awarded bid.
- d) Samples.
- e) The award.
- f) The purchase or sale order, or the contract.
- g) Service orders.

These documents shall serve as a basis for contract interpretation and enforcement in the order of priority they are listed above.

**SECTION 43 — TRANSFER.** Contracts may not be transferred or assigned, whether in full or in part, except the awardee has obtained prior written authorization of the BCRA and has assured in advance that the assignee can fulfill the contract. The assignor shall remain jointly and severally liable with the assignee for the obligations under the contract.

Subcontracting may be authorized by the BCRA—in writing, in advance and reasonably supported—when it involves supplementary aspects of the subject-matter.

**SECTION 44 — PERFORMANCE OF THE CONTRACT.** Contractors shall discharge their obligations as under the contract in the manner, within the time, on the date, at the place and in compliance with any other requirements set forth in the documents governing the selection process and in the purchase or sale order, or else the contract.

Where it is not possible to separate goods into parts so as to supply the exact amount awarded, they shall be delivered in a larger or smaller number of units at the BCRA discretion. The amount so determined shall be as close as possible to the number of units that can actually be supplied.

**SECTION 45 — POWERS OF THE BCRA.** The BCRA will have the following powers:

- a) Interpret contracts; resolve any doubts that may arise in relation to their compliance; amend contracts for reasons of public interest; consider them lapsed, terminated or resolved, and determine their effects.

The revocation, amendment or substitution of contracts by reasons of opportunity, merit or convenience shall give no right to compensation for loss of profits, but to compensation for proven actual damages.

The BCRA and the supplier may mutually agree to terminate a contract when the public



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interest protected at the time of entering into the contract has changed, and the contractor has given its consent. Neither party will have a right to compensation in these cases, subject to the effects that have already materialized up until termination of the contract.

b) Increase or reduce the total amount of the contract by up to TWENTY PERCENT (20%), under the conditions and prices agreed upon, and adjusting the relevant terms. Such percentage may be increased up to THIRTY-THREE PERCENT (33%), if agreed with the contractor.

c) Control, monitor and manage the procurement.

d) Impose such penalties as are set forth in the Procurement Rules, should bidders or contractors fail to comply with their obligations.

e) Directly carry out the subject-matter of the contract when the contractor fails to do so within the required term, in which case the BCRA may make use of the goods of the non-compliant contractor.

f) Examine the offices and books that contractors are to keep, if provided for in the specific terms and conditions.

g) Exercise the right to renew the contract—if contemplated in the specific terms and conditions—with the increases or reductions set forth in subsection b) above, and at the prices originally stated in the contract, as adjusted under Chapter XIV of the Procurement Rules, if applicable, after considering the economic reasonableness and the supplier's behavior.

**SECTION 46 — INCREASES AND REDUCTIONS.** Keeping the same conditions and prices originally agreed, the BCRA may:

a) Increase or reduce by TWENTY PERCENT (20%) the total amount awarded. In the case of continuing contracts for goods or services, such percentage shall be calculated on the amount paid for ONE (1) month and the resulting amount shall be added up to/deducted from the amounts for the remaining months until termination of the contract.

b) Extend continuing contracts for a period not to exceed ONE (1) month.

c) Accept, at the contractor's request, any deliveries of up to TWENTY PERCENT (20%) in excess of the contractual amount in the case of items to be especially made for the BCRA or that are to contain signs of BCRA use. In that event, the awardee shall apply a discount of at least TEN PERCENT (10%) of the agreed-upon price.

The BCRA request for exceeding the limits set forth in a) and b) above—which under no circumstances may be higher than THIRTY-THREE PERCENT (33%) of the total amount awarded—shall be subject to the contractor's express approval.

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**SECTION 47 — INSPECTIONS.** In the case of procurement of goods to be manufactured, suppliers shall give the BCRA free access to their production, warehousing or trade facilities, and furnish any necessary data and background information for the BCRA to determine whether production conforms to the agree-upon conditions, regardless of the examination of the goods upon their receipt.

**SECTION 48 — TESTING OF GOODS/SERVICES.** Any such tests, trials, expert examinations or other kinds of analyses as are required to determine whether the goods or services provided conform to the terms and conditions shall be conducted as follows:

a) **Perishables:** Specific samples shall be collected upon delivery in the presence of the contractor or its legal representative. The time for conducting the test shall be informed upon sample collection. The failure of the supplier or their representative to attend the sample collection shall not prevent the test from being carried out, the result of which shall be final and unappealable.

b) **Non-perishables:** Any necessary measures shall be taken for the supplier or its legal representative to participate in the control of results from the tests, expert examinations, trials or other required analyses.

c) **Services:** Any necessary actions shall be taken to check conformity of the service to the requirements, and users shall be asked to give their opinion on the service being rendered.

When test results indicate that the agreed-upon conditions have not been complied and the nature of the goods under examination makes it impossible for samples to be returned, the BCRA shall not pay for the samples, regardless of the penalties or sanctions that may be imposed.

**SECTION 49 — PROVISIONAL RECEIPT.** All receipt forms or delivery notes that may be signed shall be provisional and subject to verification.

**SECTION 50 — FINAL RECEIPT.** Such officers as are appointed by the requesting area shall be responsible for the acceptance of the goods/services required, except as otherwise stated in the purchase order and/or contract, as the case may be.

A Receipt Committee may be created for the final approval of receipt of special, complex or strategically or economically relevant goods.

For the purposes of approval of receipt, the goods delivered/services rendered shall be compared with the relevant specifications contained in the terms and conditions, with the standard sample or the one submitted by the awardee in the bid, and, if applicable, with the results of any necessary tests, trials, expert examinations or other analyses.

In addition to the specific provisions, the following shall be applicable:

a) Receipt shall be approved where goods/services are found to comply with the

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conditions contained in the documents governing the call and those that are part of the contract;

b) In the event of shortfall, the supplier shall be required to deliver the missing goods or services, as the case may be, within the period that the BCRA may establish;

c) Goods failing to conform to the requirements shall be rejected and the supplier shall be required to replace them as under the contract within the period that the BCRA may establish;

d) Should services fail to conform to the agreed-upon conditions, the supplier shall be required to take such actions as are necessary to render services in accordance with the contract within the period that the BCRA may establish. Final receipt shall not proceed where a service order fails to be fully performed. If a final receipt is all the same approved in the face of a pending service order, that receipt shall have no legal effect, without prejudice to the relevant functional, administrative or criminal responsibilities.

If after being required to act as under subparagraphs b), c) and d), suppliers deliver the missing goods or services beyond the originally agreed-upon deadline, they shall be charged with a late delivery penalty, notwithstanding any other applicable sanctions.

The supplier shall withdraw any rejected goods within such period as the BCRA may determine. Should the supplier fail to do so within the required period, such goods shall be deemed to have been surrendered to the BCRA, which may dispose of them. Without prejudice to any sanctions that may be applied, the supplier whose goods have been rejected shall bear any transportation costs and, if appropriate, any costs derived from their destruction.

**SECTION 51 — CONFORMITY.** Conformity of deliveries shall be granted within TEN (10) days, except as otherwise set forth in the Specific Terms and Conditions. Such term shall begin on the working day immediately following either the delivery date or the deadline provided for in the terms and conditions. The same applies when goods are delivered or services are provided in stages.

Where a supplier is required to submit any missing goods, to substitute any goods or to make adjustments so that services be rendered as under the terms and conditions, the period for the conformity shall start running upon delivery of such goods/rendering of such services.

The record on the receipt procedure shall be forwarded to both the office in charge of payment and the user area's in order to be added to the selection procedure file.

**SECTION 52 — LIABILITY.** Final receipt shall not release a contractor from any liability arising from any defects at inception, manufacturing defects in the goods delivered or else works or services performed within NINETY (90) calendar days as from receipt date, unless a longer period has been established in the specific terms and conditions by reason of the characteristic features of the procurement. The contractor shall replace any

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<p>such goods and repair any such defective works or services within the term and at the place that the BCRA may establish.</p> <p><b>SECTION 53 — BILLING AND PAYMENT.</b> Invoices shall be submitted upon conformity of final receipt in the form and at the place established in the relevant terms and conditions, which shall cause the payment period to commence. Offices in charge of billing and payment shall proceed based on the documents and certificates issued upon conformity of receipt.</p> <p>Invoices shall be submitted in duplicate, and payment shall be made within the subsequent TEN (10) days, unless a longer period has been established in the specific terms and conditions.</p> <p>Payments shall be authorized:</p> <ul style="list-style-type: none"> <li>a) When the contract has been performed as agreed.</li> <li>b) For any delivered batches or fulfilled partial contracts.</li> <li>c) When a piece of work is completed in stages as set forth in the relevant terms and conditions, payment shall be made within TEN (10) days of the submission of the relevant payment certificate. Payment certificates shall bear the amount of the work done in each stage and its share in the total so that the amount to be paid goes hand in hand with the amount of work completed. Partial payments shall be treated as payments on account of the final payment.</li> <li>d) Within the regulatory, customary terms where the delivery of goods or rendering of services is to be fully or partially paid in advance on account of their type or characteristics.</li> <li>e) When agreed, in the case of procurements with state agencies or entities in which the State owns an interest and may have powers to adopt decisions.</li> <li>f) In the case of contracts in foreign currency which are to be settled in Argentina, payments shall be made in the domestic currency at the selling exchange rate published by <i>Banco de la Nación Argentina</i>, at the end of the day preceding payment date.</li> </ul> <p><b>SECTION 54 —</b> All bidders, awardees and contractors shall be subject to the penalties and sanctions as provided for in Chapter XIII of the Procurement Rules, where applicable.</p> <p><b>SECTION 55 — FORCE MAJEURE.</b> The penalties and termination provisions previously mentioned shall not apply when default or breach of contract results from a force majeure event duly proven and accepted by the BCRA. Such events shall be made known to the BCRA within FIVE (5) days of the date of occurrence. Force majeure may not be invoked by a delinquent contractor.</p>		
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SECTION 56 — PRESERVATION OF THE ECONOMIC-FINANCIAL EQUATION. Where the prices in long-term contracts of more than TWELVE (12) months are exposed, for reasons beyond the control of the parties, to significant changes, the economic-financial equation may be adjusted as provided for in Chapter XIV of the Procurement Rules.

SECTION 57 — Contract for works, including both the performance of physical and intellectual work, shall be subject to the specific rules of Chapter XV of the Procurement Rules, irrespective of any general standard that may apply pursuant to such Rules.

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<p style="text-align: center;"><b><u>ANNEX I</u></b></p> <p style="text-align: center;"><b>Law No. 25,551: "PURCHASE ARGENTINE WORK"</b></p> <p><b>Purchase Regime for the National State and Public Services Licensees. Scope.</b></p> <p>The law was passed on November 28, 2001, and became law on December 27, 2001</p> <p>The Argentine Senate and the House of Representatives gathered in Congress, etc. give force of law to the</p> <p style="text-align: center;"><b>PURCHASE REGIME FOR THE NATIONAL STATE AND PUBLIC SERVICES LICENSEES.</b> <b>"Purchase Argentine Work"</b></p> <p>SECTION 1: The National Public Administration, its offices, agencies and self-administered and decentralized entities, state-owned enterprises and private companies that are providers, licensees and permit holders of public services and works, as well as their direct subcontractors, upon procurement of supplies, works and public services, shall prioritize the purchase or contract of domestic goods, as provided for in this law.</p> <p>SECTION 2: A domestic good shall mean any good that has been produced or extracted in Argentina, provided that the cost of nationalized imported raw materials, inputs or materials, if any, does not exceed forty percent (40%) of its gross value of production.</p> <p>SECTION 3: The priority set forth in Section 1 shall be for domestic goods offered under the same or similar conditions, paid in cash, when their price is equal to or less than that of the non-domestic goods offered, increased by seven percent (7%), when said offers are made for companies classified as SMEs, and five percent (5%) for those of other companies.</p> <p>In the case of inputs, materials, raw materials or capital goods that are purchased to be used in the production of goods or when rendering services, and whenever such items or services are sold or rendered in deregulated markets and compete with companies not subject to this regime, the priority established in Section 1 shall be for domestic goods offered under the same or similar conditions, paid in cash without expenses or financial charges, when their price is equal to or less than that of the non-domestic goods being offered.</p> <p>The priority set forth in the second paragraph of this Section shall apply to the goods that are used in works, or those used to manufacture them, or else those that are used for rendering such public services.</p> <p>In all cases, and for comparison purposes, the price of non-domestic goods shall include, among others, the import duties in force and all taxes and expenses that a non-privileged private importer must pay in order to nationalize such goods, in accordance with the applicable regulations.</p> <p>SECTION 4: When purchasing non-domestic goods that compete with domestic goods, the first ones must have been nationalized or otherwise, the bidder must guarantee their nationalization. They shall be delivered to the same place as domestic goods and paid in local currency, and the same conditions as those set forth for domestic goods shall apply. Moreover, they shall comply with all the regulations of the domestic market. The Department of Industry and Commerce shall deliver within 96 hours of request, a certificate with the value of the non-domestic goods to be purchased.</p> <p>SECTION 5: The contracting parties shall disclose their bidding prices and publish them in the Official Gazette in compliance with the regulations, notwithstanding compliance with other rules in force on the matter, so as to facilitate all possible bidders the timely access to the information enabling their participation. The technical, general and specific terms and conditions of the requisition may not have a purchase value higher than five per thousand (5 ‰) of the budget value for said purchase.</p>			

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<p>SECTION 6: Projects that need to comply with the contracting process referred to in this law shall be carried out according to technically feasible alternatives in agreement with the priority established for domestic goods. A viable alternative is the one that meets the intended purpose at an adequate technological level and its performance is deemed to be satisfactory.</p> <p>SECTION 7: Transactions financed by government agencies of other countries and by international organizations which—in terms of the reduction of the margin of protection or priority for the domestic industry—fall below the threshold established by the relevant import duty or by this regime, shall be governed by the following requirements:</p> <p>a) The project must be divided in order to use the loan requested with the sole purpose of purchasing those goods that are not produced in the country;</p> <p>b) In no case shall the conditions of the financing agreement apply to purchases not covered by such loan.</p> <p>In case of discrepancy between the provisions set forth in paragraphs a) and b) and those arising from financing agreements, the latter shall prevail.</p> <p>When the supply of non-domestic goods is accompanied by some type of financing or installment payment plan, bidders of domestic goods may resort to BICE in order to obtain the necessary financing to match the financial conditions being offered.</p> <p>SECTION 8: Those who invoke a subjective right, a legitimate interest, a diffuse interest or a collective right, may appeal against acts that they consider to be in violation of the provisions of this law, within five (5) business days of becoming aware or potentially becoming aware of the allegedly harmful act.</p> <p>When the offence suffered by the appellant consists in the restriction in terms of his participation in precontractual negotiations or in the selection process of the supplier or contractor, he shall have to submit a new or final offer of sale or lease for the relevant contract, together with the appeal, offering the corresponding bid bond.</p> <p>The appeal shall be filed before the person making the contracting requisition, who, in turn, shall be responsible for either granting the petition or sending it together with all relevant proceedings within five (5) working days from the filing date—whatever its hierarchy within the public administration or its legal nature—to the Department of Industry, Commerce and Mining, which is the competent body intervening in the proceeding and responsible for resolution. This Department shall have to issue its decision within thirty (30) calendar days after receipt.</p> <p>The resolution of the Department of Industry, Commerce and Mining shall determine the rejection of the appeal filed or, as the case may be, the dismissal of the procedure or cancellation of the relevant contract, thus depleting any available administrative remedies.</p> <p>SECTION 9: Only in the cases mentioned below, the remedy provided for in the previous section shall have suspensive effect with respect to the relevant contract, until the Department of Industry, Commerce and Mining issues its decision:</p> <p>a) When the appellant posts an additional bond in favor of the person making the contracting requisition amounting to three percent (3%) the value of his offer, in the form of bank guarantee or surety bond, which he will lose in case of an unfavorable final decision that dismisses his claim;</p> <p>b) When there is evidence of an administrative statement requiring that an anti-dumping investigation be conducted pursuant to the Customs Code, or as required by the National Antitrust Commission, in relation to goods that are in the process of being awarded and/or contracted or that have been favored by the contested decision.</p> <p>If the Department of Industry and Foreign Trade grants the appeal, the process, procedure or contested measure shall cease to have any effect, and the additional bond shall be returned to the appellant. Furthermore, the proceedings shall also be returned to the person submitting them to the abovementioned competent body.</p>			

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<p>If the appeal is dismissed, the proceedings shall be returned to the person making the contracting requisition to continue with the current process, irrespective of the responsibility for damages that may fall upon the appellant.</p> <p>SECTION 10: Whenever in the context of a contract signed by private companies that are providers, licensees and permit holders of public services and works, as well as their direct subcontractors, that are bound by the provisions of this law, it is proved that they have violated their provisions, the ministry where the contractor acts shall set forth that no other contract, license or permit be awarded by the National Public Administration, its offices, agencies and self-administered and decentralized entities, and state-owned enterprises for a period of three (3) to ten (10) years, depending on the seriousness of the case. The administrative act that imposes said sanction shall be informed to the national and provincial registries, as appropriate.</p> <p>SECTION 11: The Office of the Comptroller General of the Nation and the regulatory bodies shall be in charge of overseeing compliance herewith and imposing the above sanctions, as applicable.</p> <p>SECTION 12: The 7% priority set forth in Section 3 of this Law shall apply to contracts awarded by law enforcement agencies, to the extent that—at the sole discretion of the Executive Power—they do not relate to the purchase of strategic materials, inputs or capital goods that should otherwise remain secret.</p> <p>SECTION 13: This law shall be a part of the terms and conditions and of the instruments of the purchases or contracts executed thereunder, a copy of which shall be attached thereto.</p> <p>SECTION 14: Public officials, managers and employees—regardless of their seniority and function—of the entities mentioned in Section 1, which are governed by this law or similar laws passed by the provinces, are deemed to fall within the scope of Section 249 of the Argentine Criminal Code—provided that there is no other offence to which a greater penalty applies—if they fail, cause a failure or refuse to comply, or do not duly comply with mandatory rules set forth by this law, its regulation, or any related regulations issued by the province.</p> <p>SECTION 15: Anyone who, through false or reluctant reports, wrong statements, forged documents, scheming of any kind or any other type of deception, improperly obtains or makes any third party obtain, or in any way, even for non-profit purposes, wrongfully facilitates the possibility for any third party to obtain the benefits established in this law or in any related regulation approved by the provinces and/or the Autonomous City of Buenos Aires shall incur in the sanction established in Section 172 of the Argentine Criminal Code.</p> <p>SECTION 16: The Executive Power shall call upon the governments of the provinces and the Autonomous City of Buenos Aires to adopt the appropriate legal measures in their jurisdictions, in line with the contents of this law.</p> <p>SECTION 17: The foregoing provisions shall apply to tenders and contracting processes occurring after this law has entered into force and, if feasible, to those where although no final decisions has been reached, it is possible to totally or partially apply the provisions set forth in this new regime.</p> <p>SECTION 18: The suspension of the application and validity of Decree Law No. 5340/63 and Law No. 18,875, provided for in Section 23 of Law No. 23,697, are hereby declared to have expired, insofar they do not run contrary to this law, and are applicable to current legal relations with private companies that are providers, licensees and permit holders of public services and works, as well as their direct subcontractors.</p> <p>SECTION 19: All provisions running contrary to this law are hereby repealed.</p> <p>SECTION 20: The expressions “Make Argentine Purchases, Make National Purchases and Award National Contracts” shall be considered as synonyms in the regulations where they are defined, and shall be incorporated hereto.</p> <p>SECTION 21: Laws No. 24,493 (National Workforce) and No. 25,300 (SMEs), and their regulatory decrees shall apply.</p>			



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<p>SECTION 22: The Executive Power shall regulate this law within sixty (60) days of enactment.</p> <p>SECTION 23: Let the Executive Power be informed.</p> <p>SIGNED AT THE SESSION HALL OF THE ARGENTINE CONGRESS, IN BUENOS AIRES, ON THE 28th DAY OF NOVEMBER, 2001.</p> <p>- RECORDED UNDER No. 25,551 -</p> <p>RAFAEL PASCUAL - MARIO A. LOSADA - Guillermo Aramburu - Juan C. Oyarzún.</p>			

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**ANNEX II**

The awardee must appoint a person in charge of Health and Safety. The person responsible must be a professional specialized in such area (Decree No. 1338/96), who shall contact BCRA's Department of Health and Safety, prior to executing the tasks, in order to plan compliance with BCRA's Contracting Regulations (see Annexes A and B as appropriate) and the following current legislation:

- Law No. 19,587 on Occupational Health and Safety;
- Decree No. 351/79 regulating Law No. 19,587;
- Law No. 24,557 on Occupational Hazard;
- Decree No. 170/96 regulating Law No. 24,557;
- Decree No. 334/96 modifying and expanding Decree No. 170/96;
- Decree No. 1,338/96 on Occupational Health, Safety and Medicine Services, and
- The Resolutions of the Superintendence of Occupational Hazard.

The awardee must submit all documentation and/or comply with the provisions of this paragraph within 10 (ten) business days of receiving the appropriate Purchase Order.

**ANNEX A**

**DEPARTMENT OF HEALTH AND SAFETY - CONTRACTING REGULATIONS**

**PURPOSE:**

To regulate the tasks to be performed within the scope of the BCRA by third parties on matters of Health, Safety and Environmental Protection.

**SCOPE OF APPLICATION:**

The whole BCRA, its peripheral warehouses, and Regional Agencies and Treasuries.

**APPLICATION PROCEDURE:**

Compliance with these regulations is required by third parties performing work or activities within the scope of application.

The area that is in charge of dealing with future bidders or with ongoing contracts will be responsible for providing them with a copy of this regulation that is subject to mandatory compliance, in addition to the specifications described in the relevant terms and conditions in each case.

**FAILURE TO COMPLY** with this regulation shall result in ongoing work by the contractor to be stopped until the situation is normalized without higher costs and additional prices being acknowledged for the duration of the interruption.

**INTRODUCTION:**

In order to prevent occupational accidents and/or diseases, the contractor must comply with this regulation, those regulations already issued by the BCRA, Law No. 19,587, Decree No. 911/96, Law No. 24,557, Decree No. 1338/96 and all other currently in force national, provincial or municipal regulations.

**HEALTH AND SAFETY RESPONSIBLE PERSON:**

Any company performing tasks under a contract with the purpose of carrying out work or rendering a service must appoint a Person Responsible for Health and Safety.

The appointment of such an expert professional in the field of health and safety must be officially communicated by the contracting company. The mission of the health and safety responsible person is to implement prevention, training and registration measures of all activities carried out in accordance with current legislation and internal regulations of the BCRA on Health and Safety issues. The allocation of professional working hours depends on the total number of staff and the risk of the activity according to Decree No. 1338/96.

The BCRA may request, based on the risk, the full-time collaboration of a qualified technician or professional.

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<p><b><u>TRAINING:</u></b></p>			
<p>All members of staff shall be trained on the required Health and Safety regulations to follow while performing their activities. A written record of completion is required. Training shall start prior to the beginning of activities and continue throughout the duration of the contract. It will be coordinated and/or given by the Contractor's Health and Safety Responsible Person and audited by the Department of Health and Safety of the BCRA.</p>			
<p><b><u>STAFF IDENTIFICATION:</u></b></p>			
<p>Any person carrying out activities inside the BCRA, must have an ID badge in sight with their name, the name of the contracting company, and that of their Work Risk Insurance Company. In addition, they shall carry their personal ID with them at all times.</p>			
<p><b><u>PERSONAL PROTECTIVE EQUIPMENT:</u></b></p>			
<p>All staff must have the personal protective equipment needed to carry out their activities (helmets, safety shoes, safety glasses, gloves, safety harness, etc.). An individual record of the equipment provided shall be kept and made available to the BCRA.</p>			
<p>Work clothes are considered an element of personal protection and are to be worn from the beginning of the contract.</p>			
<p><b><u>WORKING AT HEIGHT:</u></b></p>			
<p>No work at heights exceeding two meters shall be permitted without the use of a safety harness and a lifeline attached to a structure that has to be independent of the working surface.</p>			
<p>It is totally forbidden to access higher heights using precarious ladders, stacked materials or unsafe climbing equipment, including the use of cranes, hoists or other operating machines. Ladders should only be used when climbing up or down a workstation and not as anchor points.</p>			
<p>When working in traffic areas or pedestrian zones, safety items (such as nets, toe boards, protective walls, etc.) to prevent materials from falling must be used; in addition, the area below must be marked with clearly visible cones, tapes and/or chains to prevent falling objects hitting people and/or vehicles. The minimum amount of objects, tools or materials must be used when working at heights to help prevent falling objects.</p>			
<p>All safety items must be removed at the end of activities.</p>			
<p>If using any type of scaffold, the Scaffold Internal Regulation shall be provided.</p>			
<p><b><u>ELECTRIC HAND TOOLS:</u></b></p>			
<p>These tools must be double insulated, with insulated handles and casings, and earthing of metallic parts.</p>			
<p>Power cords must be in perfect condition, with double insulation and no splices through the length of the cord.</p>			
<p>The end of the cord will be connected to a plug with three insulated flat pins.</p>			
<p>Precarious connections made without the right materials are totally forbidden.</p>			
<p>Protections must always be in place and not tampered with, they should cover all moving parts, preventing the ejection of particles or fragments in case of breakage of the moving item.</p>			
<p>In addition they shall have safety features to automatically cut off power when devices are not in use.</p>			
<p><b><u>WORKING WITH OXY-ACETYLENE AND OXY-CUTTING WELDING:</u></b></p>			
<p>Due to the dangerous nature of the equipment required, its use shall only be allowed after all other possible alternatives have been considered; provided that its use is duly justified and approved by the requesting area. If the welding task is approved, the Oxy-Acetylene Safety Regulation shall be provided. The General Security Office shall be informed in advance to ensure standby fire department personnel availability.</p>			
<p>The cylinders to be used must be properly identified following the standard color codes, and be up-to-date in terms of hydraulic test certification. Pressure gauges and pressure regulators must be in perfectly working conditions.</p>			
<p>Hoses must not show any signs of cracks or other type of deterioration. They shall be fitted with safety valves to prevent flashbacks and further gas flow. All hose connections (to other valves, torches, regulators, etc.) shall be secured with clamps.</p>			
<p>Torches must be in good working condition and torch tips must not show any signs of obstruction or dents that may hinder combustion.</p>			
<p>Cylinders must always be kept in an upright position, either on the floor or secured with a strap on special trolleys.</p>			
<p>It is totally forbidden to use this equipment to heat items or materials of any kind whatsoever.</p>			
<p><b><u>WORKING WITH ARC WELDING:</u></b></p>			
<p>The equipment to be used must be in good working conditions, and have its own plug and earthing power cord.</p>			

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<p>In all cases, the Supervision Office shall be consulted on the access points to obtain energy supply for operational purposes.                      The General Security Office shall be informed in advance to ensure standby fire department personnel availability.                      This type of work is to be avoided during personnel working hours and screens should always be placed to block rays or incandescent particles.</p> <p><u>SIGNALING:</u>                      Any work carried out on BCRA premises that may interfere with normal activities or that affects common areas, workstations or meeting places must be clearly identified with signs, notices, cones, flashing lights, etc. so that it can be easily viewed. Moreover, accidental access must also be prevented by means of barricades, chains, handrails, protective walls, etc.</p> <p><u>ORDER AND CLEANINGNESS:</u>                      Waste materials of any type resulting from the work or service contracted must be immediately removed by the originator and disposed of, as appropriate, taking into account the regulations in force on the matter.                      Waste must be disposed of using adequately identified and suitable containers with their own bags.                      It is expressly forbidden the spreading of elements, materials, tools and objects that block the passage or impede the free flow of people.</p> <p><u>FIRE HAZARD:</u>                      It is expressly forbidden to set fire for any purpose whatsoever, or to use open flame or open electric resistance heating elements.                      The use of liquid and gaseous fuels, in any form or quantity, must be authorized in writing by the Supervision Office, provided that there are no other non-combustible alternatives to replace them.                      The installation of new storage that may increase the fire load and modify existing fire extinguisher calculations is banned.                      The contractor must have his own operational fire extinguishers while performing his duties and his personnel must be duly trained in their use.                      All hot work that may create a fire hazard must be properly authorized and have standby fire department personnel made available by the BCRA.</p> <p><u>ELECTRIC HAZARD:</u>                      The use of electricity for tools, lighting, etc., or the access to voltage areas by the Contractor must be authorized by the Supervision Office, which is in charge of specifying the place for energy supply and risk-free area access points.                      In the case of temporary work, independent circuit breaker panels with thermal and differential protection must be provided.                      Cable lines should be fitted with double-insulation cables and installed in one continuous length without splices.                      Portable lighting systems shall be operated with voltages not exceeding 24 volts.                      Personal protective equipment (gloves, helmets, footwear, etc.) as well as the tools or equipment used (ladders) shall be dielectric.                      It is not permitted to work in front of panels without eye and face protection, and canvas overalls.</p> <p><u>INQUIRIES:</u>                      For inquiries on this matter, please refer to the Occupational Health and Safety Office of the BCRA, Reconquista building, mezzanine, from 10:00 a.m. to 3:00 p.m., or call extension numbers 2921 or 3831 (switchboard: 4348-3500).</p>			
<p style="text-align: center;"><b><u>ANNEX B</u></b></p> <p style="text-align: center;"><b>OCCUPATIONAL HEALTH AND SAFETY                      REGULATIONS FOR CONTRACTORS AND SUBCONTRACTORS OF THE CONSTRUCTION                      INDUSTRY</b></p> <p>Construction work carried out by third parties inside BCRA premises must comply with the requirements set forth by the Superintendence of Occupational Hazard and Decree No. 911/96 on the Regulations for the Construction Industry, Resolution No. 231/96, Resolution No. 51/97, Resolution No. 35/98 and subsequent regulations. Notwithstanding the foregoing, the following minimum requirements in terms of Health, Safety and Environment must be complied with:</p> <ol style="list-style-type: none"> <li>1 - All personnel must have occupational hazard insurance coverage.</li> <li>2 - The approved commencement of work must be duly notified to the occupational hazard insurance company.</li> </ol>			

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<p>3- Information about referral health facilities and emergency medical services in case of workplace accidents must be provided.</p> <p>4- A Health and Safety Responsible Person must be appointed. This person shall be a professional specialized in such area, who will be introduced to the BCRA by means of a formal communication sent by the contracting company.</p> <p>5- The qualified Health and Safety technician or professional must supervise the worksite, while complying, at least, with the following layout established according to currently in force legislation. (Resolution No. 231/96 of the Superintendence of Occupational Hazard).</p> <table border="0" data-bbox="341 495 1110 613"> <tr> <td>1 to 5 workers</td> <td>3 to 5 hours per week</td> </tr> <tr> <td>16 to 50 workers</td> <td>5 to 10 hours per week</td> </tr> <tr> <td>51 to 100 workers</td> <td>10 to 15 hours per week</td> </tr> <tr> <td>101 to 150 workers</td> <td>15 to 20 hours per week</td> </tr> </table> <p>The BCRA may request, depending on risk level, the full-time cooperation of the Health and Safety professional or technician.</p> <p>6- A Health and Safety Technical File must be drafted, including all documents related to the Health and Safety Service being provided, duly signed by the person responsible. (Section 20 of Decree No. 911/96 and Section 3 of Resolution 2331/96 of the Superintendence of Occupational Hazard).</p> <p>7- A Safety Program shall be drafted, including a written description of all safety measures to be taken to prevent accidents or occupational diseases during work stages, and submitted to their Work Risk Insurance Company (Resolution No. 51 / 97 of the Superintendence of Occupational Hazard).</p> <p>8- All personnel shall be trained on the Health and Safety Regulations to be used during working hours. A written record of such training signed by each worker shall be kept and attached to their Technical Files. Training shall start prior to the beginning of activities and continue throughout the duration of the work.</p> <p>9- All workers must have the following minimum personal protection equipment:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> skull protective helmet;</li> <li><input type="checkbox"/> steel toe safety shoes;</li> <li><input type="checkbox"/> colorless safety glasses; and</li> <li><input type="checkbox"/> protective gloves.</li> </ul> <p>In addition, the use of all risk-specific equipment for the task being performed shall be required. A record of the protective equipment delivered shall be kept on an individual basis, and made available to the BCRA upon request.</p> <p>10- Restrooms, locker rooms, cafeteria and work infrastructure with proper sanitary conditions according to the number of workers shall be provided (Chapter 5 of Decree No. 911/96).</p> <p>11- Any crane, machinery or equipment used or hired by Contractors or Subcontractors for lifting loads in the worksite, must have a Condition and Capacity Assessment Certification issued by a registered engineer specialized in such matters.</p> <p>12- Equipment such as scaffolds, platforms, lifting beams, ladders, oxy-cutting equipment, compressors, etc., must comply with the requirements established in Decree No. 911/96 and subsequent resolutions.</p> <p>13- Electrical panels shall have thermal and differential protection in addition to the adequate earthing system. Electricity shall be distributed through weatherproof wires connected with standardized weatherproof plugs. Electrical wiring routing must not impede the normal flow of pedestrian traffic or equipment movement.</p> <p>14- All fire safety and prevention measures shall be adopted in compliance with the provisions of Section 88 of Decree No. 911/96 and subsequent resolutions.</p>	1 to 5 workers	3 to 5 hours per week	16 to 50 workers	5 to 10 hours per week	51 to 100 workers	10 to 15 hours per week	101 to 150 workers	15 to 20 hours per week			
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<p>For inquiries on this matter, please refer to the Occupational Health and Safety Office of the BCRA, Reconquista building, mezzanine, from 10:00 a.m. to 3:00 p.m., or call extension numbers 2921 or 3831. (Switchboard: 348-3500).</p>											

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<p style="text-align: center;"><b><u>ANNEX III</u></b></p> <p style="text-align: center;"><b>INSURANCE</b></p> <p>Prior to the commencement of work, the Awardee must provide evidence, by submitting policies or certified copies thereof, of the insurance coverage issued—at the discretion of the BCRA—by well-known marketplace companies to cover third party risks for an amount not less than 30% of the total awarded. Such coverage must include, in all cases, the total and/or partial, temporary and/or permanent disability, and even death of third parties resulting from such causes. Coverage shall also include any damage or total and/or partial destruction of property and/or goods owned by the third parties, including any damage to the Central Bank of Argentina, whatever the nature thereof.</p> <p>Likewise, the Awardee must also send the BCRA an authenticated copy of the policies proving their membership in a Work Risk Insurance Company, in accordance with the provisions of Law No. 24,557 and its Regulatory Decree No. 334/96.</p> <p><b>FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN THE AWARDEE BEING DENIED COMMENCEMENT OF WORK AND ANY AMOUNT RELATED TO THE CONTRACT NOT BEING PAID.</b></p>			