

SUPREME COURT OF JUSTICE OF TUCUMÁN

GENERAL TERMS AND CONDITIONS

PUBLIC TENDER File No.

**045/52-2025 - Public Works No. 01/2025: "9 de Julio Building 421.
First stage."**

CHAPTER I: General Conditions

Art. 1 - CALL: A public tender is hereby issued for the execution of the works whose characteristics and conditions are determined in these General Terms and Conditions, in the Specific Terms and Conditions, in the Technical Specifications, and other documentation that makes up this bidding file.

Art. 2 - LEGAL REGIME: This act shall be governed by the following legal instruments, listed in the order of precedence as provided in Art. 18 of Regulatory Decree No. 1534/3 of LOP.

- 2.1. Public Works Law No. 5,854 (consolidated text)
- 2.2. Regulatory Decree No. 1,534/3.
- 2.3. Specific Terms and Conditions.
- 2.4. Descriptive report.
- 2.5. Detail plan.
- 2.6. Assembly plan.
- 2.7. General Terms and Conditions.
- 2.8. Official Budget and Price Analysis.
- 2.9. Contract signed.
- 2.10. Decree No. 23/3 (SO) and amendments, on the Price Redetermination Regime.
- 2.11. Resolutions of the Supreme Court of Justice authorizing the management and awarding of works and projects.
- 2.12. Any other legal regulations that may be issued and are not applicable to this contract.

When issues not covered in legal documents arise, the principles of Administrative Law shall apply (Art. 34 of Law 5854 and Art. 18 of Regulatory Decree No. 1534 - Consolidated Text).

Art. 3 - PARTICIPANTS: The following individuals and/or legal entities will participate in this event:

- 3.1. BIDDER: Supreme Court of Justice of Tucumán
- 3.2. BIDDERS OR PROPONENTS: Individuals and/or companies that, meeting the requirements of the Public Works Law and its Regulatory Decree, submit proposals in accordance with the terms and specifications of this bidding document.
- 3.3. AWARDEE OR CONTRACTOR: The person and/or company entrusted with the execution of the tendered work and tasks, through the signing of the respective contract. Strict compliance with the current laws, decrees, and municipal ordinances regulating construction at the site of the project, as well as with any other relevant legal regulations, shall be mandatory, in relation to their specific function.
- 3.4. SUB-CONTRACTOR: The person and/or auxiliary company to whom the successful bidder, under his exclusive responsibility and with prior authorization from the Supreme Court, entrusts the execution of special installations and/or certain works of the project, which will not exempt the contractor from his responsibilities arising from the

contract, nor will it establish a direct relationship between the subcontractors and the Supreme Court of Justice (art. 36 LOP No. 5854 - consolidated text -).

3.5. COMPTRROLLER(S) OR INSPECTOR(S): The person or persons designated by the Bidder through an Administrative Act, who must hold the quality of university professional Architect or Civil Engineer, depending on the characteristics of the work to be executed, who will be designated as Inspector of the Work, and will exercise supervision and quality control of the materials that enter the work and of the works to be executed, verifying strict compliance with the tendered project and the clauses of the contract, adopting the pertinent measures and understanding all the issues that derive from it, with the powers that the norms, the specifications, and the Excma. Court assign to them; The Inspection will be permanent, acting in a preventive manner, verifying the correct execution of the contracted works, as well as enforcing the specifications of the specifications, the quality of execution and the work plan.

3.6 TECHNICAL REPRESENTATIVE: The person designated by the contractor to be represented during the execution of the work, who must have the quality of university professional Architect or Civil Engineer, in accordance with the

Construction Inspection, and depending on the characteristics of the work to be performed, must be registered with the appropriate Professional Association or Council. Before signing the contract, the contractor must submit a duplicate of the Work Order approved by the corresponding Professional Association or Council as part of the corresponding documentation. (Art. 42 LOP No. 5854 - consolidated text).

Art. 4 - SALE OF TENDER DOCUMENTS/CONSULTATIONS: The bidding document that enables participation in the event may be acquired up to eight (8) business days prior to the bidding opening date, **that is, until June 10, 2025.**

In case of doubts regarding the technical specifications of the contracted work, which are explained in the respective documentation, as well as any legal, budgetary or interpretation aspects of the specifications, inquiries may be made to the bidder's Public Works Department, located at 484 Lamadrid Street, 9th floor, Department "B" of this city, from 8 a.m. to 1 p.m., up to 4 (four) business days prior to the opening date, excluding this day, that is, until **June 17, 2025 at 1 p.m.** In all cases, inquiries must be submitted in writing. The bidder may make clarifications ex officio, and these must be brought to the attention of all purchasers of the specifications. All responses to inquiries made by purchasers of the specifications and clarifications made ex officio by the Supreme Court of Justice will become an integral part of the specifications.

Art. 5 - EXTENSION: All holders of documents will be notified of the inquiries received and their corresponding responses in order to preserve a level playing field. To this end, participants must appear at the Public Works Directorate within two (2) business days prior to the opening date of the event, excluding this day, that is, by **June 19, 2025. 13.** In the event of non-attendance, the decision will be deemed to have been notified.

Art. 6 - ACCEPTANCE: Given the nature of this act, its legal and consultation regime, no claim based on ignorance or erroneous interpretation of the conditions or characteristics of the specific documentation will be accepted after the proposals have been submitted.

Art. 7 - KNOWLEDGE OF THE WORK SITE AND PROJECT DOCUMENTS: The presentation of the proposals implies that the

The bidders have carefully studied all the documents of this procedure and obtained local reports and any other reports that may influence the determination of the works, as well as having visited and been thoroughly informed about the configuration and nature of the place where the works will be carried out, that is, the **property located at 9 de Julio 421 in the city of San Miguel de Tucumán**, and must previously make - and if they deem it necessary - all queries to the bidder as provided for in art. 4, therefore, being - therefore - under their exclusive responsibility, any damages that may arise from non-compliance with this provision.

Art. 8 - PROPOSALS: PRESENTATION, FORMALITIES: The proposals will be presented until the date and time indicated for the opening ceremony in the Particular Terms and Conditions in a "**COVER**", **SEALED AND SEALED**, on the outside of which the following legends will be clearly stated as sole and exclusive:

"SUPREME COURT OF JUSTICE OF TUCUMÁN"

Public Tender.

File No. 045/52-2025 - Public Works No. 01/2025: "Building 9 de Julio 421.

First stage."

The "**COVER**" **ENVELOPE** will contain: A)

ONE "proposal envelope" closed and sealed, with the economic offer in duplicate and for all the works, signed on all pages by the proponent or his/her representative and his/her technical representative.

The following documentation must also be included in this envelope:

1) The aforementioned "**Proposal Formula**" : by filling out the model provided with this file or by transcribing it faithfully.

The proposal must not contain any interlineation or erasures that are not duly completed and signed by the proponent and his/her technical representative.

All documentation included in the bid must be written in Spanish and signed by the proponent and the technical representative (on all pages): bid form, metric calculations, price analysis, budget, work plan, and investment curve.

2) "**Price analysis**" by item: the official price analysis format must be respected and must follow the indicated order, without adding, changing or omitting any item and complying with the following provisions.

The bidder must: 2.1)

Adjust the incidence of social charges to that provided for in the official price analyses, in the sense that it may not be less than said percentage (**111.15%**).

2.2) Consider strict compliance with the Collective Agreements in force at the date of the opening of this procedure for the purposes of calculating the price of labor.

2.3) Expressly adhere to the impact of labor performance and materials performance provided respectively in the official price analysis for each item.

3) "**Work Plan**" and "**express acceptance**" of the **official Work Plan**,

prepared by the bidder and which forms part of the documentary file; 4) The

"Investment Curve";

5) "**Metric computation**": "**express declaration**" of adherence to the **official metric computation**.

6) "**Budget**".

B) Certificate proving the constitution of the offer guarantee

Consisting of 1% (one percent) of the official budget value of the work being tendered. This guarantee will not be cancelled and will remain in effect until the work is awarded to a bidder. ***For all legal purposes, an insufficient guarantee is considered to imply a lack of guarantee.*** The guarantee may be provided in any of the following ways:

- 1) By deposit in Current Account No. 3-622-0020000645/9 CBU 2850622330002000064591 of Banco Macro SA, Tribunales San Miguel de Tucumán branch, belonging to this Supreme Court of Justice.
- 2) In provincial or national public debt securities, with official listing on a Stock Market or Exchange, and at the market price on the day closest to the offer.
- 3) With Bank Guarantee or from an entity authorized by the Central Bank of the Argentine Republic.
- 4) With Surety Insurance granted by a company authorized by the agency competent national.
- 5) With the affectation of a certification of liquid and demandable credit that the proponent against the Provincial State, and
- 6) With Debt Cancellation Bonds, Treasury Bills and other Public Securities, when the amortizations, redemptions, etc., provided for therein, are compatible with the existence of the guarantee.

The bond offered may be combined to complement the various alternatives. Its provision may also be substituted during its term, subject to the bidder's acceptance.

The guarantees must be enforceable in the Province, and the guarantors must establish their legal domicile in San Miguel de Tucumán. In the cases provided for in paragraphs 3 and 4 of this article, they must accompany the respective documents duly stamped and audited by the General Directorate of Revenue of the Province of Tucumán, along with the corresponding certification of signatures before a Notary Public, prior to the opening of the proposal, **under penalty of outright rejection at the opening ceremony.**

It is expressly established that the funds or securities assigned to the guarantee do not generate interest or accruals, so at the end of the offer maintenance period, the guarantees will be returned to their nominal value.

If the warranty policy is submitted in digital format, a copy must be included with the bid. It must contain the QR code that provides direct access to the full policy (including the corresponding signature certifications and legalizations). If this file is not accessible at the Bid Opening Ceremony, this will be noted, and the bid will be rejected by the Pre-Award Committee.

C) Proof of registration in the General Registry of Public Works Constructors and updated Certificate of Qualification issued by the same.

(Art. 19 LOP -consolidated text-).

D) The legal stamping of the proceedings, in accordance with the provisions of the current Provincial Tax Code. These legal stamps per page shall be issued exclusively by means of a Bank Deposit Slip **bearing the title of the Tender to which it is attributed, the number of pages, stamped and validated by the Bank.**

E) Proof of registration of the technical representative in a Council or Professional Association of the country. If the company is awarded the contract, its

The technician must register with the Professional Council of Tucumán (Art. 20, paragraph 5 of LOP No. 5854 - consolidated text).

You must also attach the background of the Technical Representative and the respective curriculum.

F) Declaration of nationality and special domicile of the proponent established in the city of San Miguel de Tucumán and expressly waives federal jurisdiction, agreeing to resolve any disputes that may arise from this procedure and the contract before the Ordinary Courts of San Miguel de Tucumán. The establishment of a special domicile within the province's capital city for all purposes of this procedure implies an extension of the federal jurisdiction that may apply to the bidder due to the different neighborhood.

G) Articles of Incorporation: If the bidder is regularly and legally incorporated as a company, it must justify its existence as a legal entity by submitting the original articles of incorporation or certified copies thereof. It must also include all subsequent amendments to said legal instruments, if any, duly registered in the Public Registry of Commerce and, if applicable, with the due state intervention in accordance with the type of company in question. It must also include, if applicable, proof of the extension of the company's term, duly registered in the Public Registry of Commerce, in order to verify whether it covers the term of the work, including the warranty period.

H) Power of Attorney or Board of Directors' Minutes and/or corresponding instrument according to the type of company, which reliably proves that the signatories of the offer are authorized to represent the company in the Tender and to participate in it, or a duly authenticated photocopy.

I) If the bidder is a sole proprietorship, it must provide reliable proof - in original or certified copy - of its registration in the Public Registry of Commerce.

The bid must also be signed by the owner's spouse, including their personal information and proof of relationship. If the bidder is awarded the contract, the Contract Lease Agreement must also be endorsed by the spouse.

J) Affidavit of Maintenance of Offer in accordance with Article 11 of this PBCG.

K) Certificate of "registration" and "free of debt" from the Institute of Statistics and Construction Industry Registry (IERIC).

L) Affidavit of knowledge of the site intended for the work, attaching proof of visit to the site, issued by the bidder.

M) Personnel affected by the work: The Bidder must include a **list of the personnel that will affect the Work, in quantity and quality.**

N) Original certificate of tax compliance issued by the General Directorate of Revenue of the Province of Tucumán with a valid date and in force on the date of opening and on the date of the Award of the Work.

If the bidder is registered in the Multilateral Agreement Regime
You must prove this situation by submitting Form CM 05.

You must also attach: **1)** certified
photocopy of the payment of the Municipal Tax that taxes commercial activity (TASIS) corresponding to the last three (3) periods, whose due dates occurred before the opening date of this document;

2) certified photocopy of the Receipts of Submission and Payment of the Income Tax Affidavit (DDJJ) corresponding to the last fiscal year; **3)** certified photocopy of the Receipts of Submission and Payment of the Value

Added Tax (VAT) Affidavit corresponding to the last three (3) Positions;

4) certified photocopy of the Receipts of Presentation and Payment of the Provisional Contributions Affidavit corresponding to the last three (3) Positions.

If the bidder is exempt from one or more of these taxes, they must submit the original or certified photocopy of the documents proving such exemptions.

Ñ) The presentation of one (1) **bank statement** (indicating address, telephone number and contact), granted by the main firms and entities with which the bidder operates, recording the seniority in the respective accounts.

O) Balance sheet for the last three fiscal years prepared by a National Public Accountant and certified by the Council or Professional Association of Economic Sciences of the corresponding jurisdiction. **The bidder must submit the final balance sheet due on the date of opening of this document, in accordance with current legal regulations. If a new fiscal year is due on the evaluation date, the Pre-Award Committee must require the new balance sheet to be submitted.**

In addition, a summary sheet must be included (ANNEX ECONOMIC-FINANCIAL-PATRIMONIAL INDICATORS that is part of this document) with the calculation of the economic-financial-patrimonial indicators detailed, with respect to the last three fiscal years as provided for in art. 11.2)

of the Specific Terms and Conditions.

P) In the case of **sole proprietorships or companies** that are not legally required to submit a general balance sheet, they must include: a statement of assets for the last three (3) fiscal years prepared by a National Public Accountant and certified by the Council or Professional College of Economic Sciences of the corresponding jurisdiction; and a certified photocopy of the filing and payment of the Income Tax and Pension Contributions Affidavit for the last three (3) fiscal years.

Q) Proof of purchase of specifications.

R) The sworn statements required in articles 11.1 and 20 of the Specific Terms and Conditions.

S) Previous work or works executed individually and directly by the bidder, which meet the requirements set out in **article 11.3 of the Specific Terms and Conditions.**

Failure to meet any of the requirements established in sections A) 1 (proposal form and documentation that must be included in the proposal envelope), B) (provision of guarantee), and C) (Proof of registration with the RGC) will be grounds for rejection of a proposal at the opening ceremony. The others may be met during the ceremony and/or within the period established at the opening ceremony. If this period has elapsed without strict compliance with all of the requirements, the offer will be rejected.

The Supreme Court of Justice reserves the right to request any clarifications and background information deemed appropriate for the proper evaluation of proposals. The documentation must be complete with respect to information that allows for verification and comparison of its quality, based on the requirements of the Bidding Documents. However, all documentation requested by the Evaluation Committee must be submitted to support the information included in the proposal.

Submission of all requirements does not imply automatic acceptance of the offer, nor does it obligate the bidder to award it without prior evaluation and assessment of all proposals.

Art. 9 - CAUSES FOR OUTRIGHT REJECTION: The following shall be causes for outright rejection of the Offers at the Opening Ceremony:

- a) Failure to close and seal the Bid envelope, as well as the lack of signatures on all pages by the bidder and the technical representative, in accordance with the provisions of Article 20, paragraph 1, of Law 5,854, in conjunction with Article 21 of the same regulatory body.
- b) Lack of proof of registration in the General Registry of Public Works Constructors and the Authorization Certificate issued by the same, as provided for in Article 20, paragraph 3, of the Public Works Law, in conjunction with Article 21 of the same law.
- c) Lack of Certificate proving the constitution of the Offer Guarantee, prepared in accordance with Art. 8 inc. B) of this Document (Article 20 inc. 2) and 21 of Law 5854).

Art. 10 - OPENING OF PROPOSALS: This procedure will be carried out at the place, on the day and at the time indicated in the Specific Terms and Conditions, or on the following day if the former is not a judicial business day, with the presence of the Public Works Directors, members of the Court's Technical Directorate and the bidders or interested parties who attend the ceremony. Before opening the first envelope, interested parties may request or make clarifications related to the procedure, but once the envelope has been opened, no interruptions of any kind will be permitted.

The opening ceremony will follow the following sequences:

a) Opening of the envelope: Once the envelope has been opened, compliance with the requirements set forth in paragraphs A) 1, B) and C) of Article 8 shall be recorded. Submissions that do not fully meet the required requirements shall be added as simple proof of submission, with this circumstance being noted in the opening record.

Any requirement not noted in this sequence will take effect later, as prescribed in Article 22 of Law 5,854.

b) Opening of the envelopes containing the bids corresponding to the proponents who have met the requirements set out in Art. 8° inc. A) 1°, B) and C).

All actions taken will be recorded in minutes, detailing the requirements omitted by the proponent and which are required by Art. 8° inc. A)1°, B) and C) of this document, and other circumstances of the procedure. It will be signed by the officials and proponents who attend, and may also be signed by those present who so state.

Art. 11- MAINTENANCE OF THE OFFER: The proponent must maintain its offer for a minimum period of **SIXTY (60) business days**, counted from the opening date. The withdrawal of the offer before the stipulated term implies the loss of the security deposit, and the suspension of the offeror in the General Registry of Public Works Constructors (Art. 28, Law 5854 - consolidated text - and art. 14 of Regulatory Decree No. 1534/3).

Art. 12 - CHALLENGE OF PROPOSALS: Any bidder with a legitimate interest may challenge the proposals within the **expiration period of 5 (five) business days** following the opening ceremony. After this period has expired, no challenges will be admitted. Any challenges made will be brought to the attention of the company that is the subject of the challenge, which will have a **non-extendable period of five (5) business days** - counted from its notification - to formulate its response. After this period has expired, no submissions of any kind will be admitted.

The resolution of the challenges will be made in the administrative act that resolve the award or failure of this public tender.

CHAPTER II: Award and Contracting

Art. 13 - AWARD OF THE TENDER: Prior to the award, the selected bidder must attach: the current Certificate of Fiscal Compliance and the Capacity for the award (conf. art. 17 of the Regulatory Decree of the Public Works Law No. 1534/3).

The contract will be awarded to the most suitable proposal that complies with the terms and conditions of this Public Tender. The lowest price will not be the sole determining factor in determining the most suitable bid.

The bidder will especially take into account the conduct and performance of the bidders in public works and/or provisions (within the framework of Financial Administration Law No. 6970), carried out in the Supreme Court of Justice and other Provincial State Agencies, from which information may be requested.

The following will be considered for these purposes: compliance with construction deadlines and work plans; compliance with service orders issued by the Construction Inspectorate, including the "service order" and "request notes" books that make up the construction matrices; administrative documents reflecting the companies' behavior during the execution of public works and supplies, including their conduct during the warranty period until final acceptance; the correct execution and completion of the works from a technical standpoint; the use of top-quality materials to the satisfaction of the respective clients; and any other element and/or document assessing the bidding companies' technical, economic, financial, and legal conduct, providing the appropriate justification for their decision.

Art. 14 - CHALLENGE OF THE AWARD: Proposers may challenge the award act within 5 (five) business days of being notified thereof.

To this end, the provisions of Article 12 of the PBCG will be fully applicable, and the successful bidder will be notified within the same period so that they may respond. The challenge will be resolved by means of an administrative act that will be notified to the challenger, the successful bidder being challenged, and all bidders.

Art. 15 - AWARD - FORMALITIES - GUARANTEES: The award WILL BE

TOTAL. The administrative act ordering the award will be notified to the successful bidder and will take legal effect after the Honorable Court of Accounts issues its ruling in the exercise of its preventive oversight authority. Once the Administrative Act is finalized, a period of 15 (fifteen) business days will begin to run for the signing of the relevant public works contract.

Prior to signing the contract, the successful bidder must provide a **guarantee** equivalent to **5% (five percent) of the contract amount**, using one of the methods provided in Article 8, Section B, of this Document ("Guarantee Contribution Methods"). Submission of this guarantee is a prerequisite for proceeding with the signing of the corresponding contract. The guarantee must contain a clause for adjustment based on the INDEC's Construction Cost Index - General Level.

The **contract** will be finalized with the signature of the official designated by the Supreme Court of Justice, the successful bidder or their legal representative, and by the corresponding legal seal, making it clear that the Supreme Court of Justice is exempt from this tax.

CHAPTER III - On the execution of the work

Art. 16 - EQUIPMENT: Prior to signing the construction contract, the successful bidder shall submit to the Administration a list of the equipment it will have on site, which may not be removed without prior inspection authorization. If the equipment is removed without complying with this requirement, the successful bidder shall be subject to the penalties provided for in Art. 20 of Regulatory Decree 1,534/3.

Art. 17 - LAYOUT: The Supreme Court will inform the successful bidder of the date for the layout of the work, by which the successful bidder will be placed in possession of the place where the works will be carried out. This layout will be carried out within a period of no more than sixty (60) calendar days from the signing of the contract, and must be carried out in the presence of the Technical Representative of the company; otherwise, the contractor will be fined 2% (two percent) of the security deposit and will be summoned again with five (5) calendar days' notice. The failure of the company to appear will mean abandonment of the work and the Supreme Court of Justice may automatically terminate the Contract in accordance with Art. 79, Paragraph 3) of Law No. 5,854, with any other applicable penalties. (Art. 80 of Law 5854).

The staking out report must include the name of the work, location, date of the report, completion date of the work, and any other relevant information.

Any observations to the layout that the contractor may make will be recorded at the bottom of the minutes and must be validated before the client by means of a reasoned note within a period of 5 (five) business days, deserving a response within the same period.

Prior to signing the staking out report, all the requirements for this instance, both in this document and in the Specific Terms and Conditions, must be met.

ART. 18 - TERM EXTENSIONS: For the purposes of granting term extensions, only the inconveniences generated will be taken into consideration.

Due to unforeseen circumstances or force majeure, or due to rainfall. In such cases, the extension will be granted taking into account the information provided in the daily reports prepared by the Construction Inspectorate and the evidence submitted by the contractor. It will be granted based on the Inspectorate's assessment, which will require the express approval of the Technical Representative.

Duly justified delays in the work shall be reported by the contractor within 15 (fifteen) business days of their occurrence or, if applicable, after becoming aware of them; otherwise, no claim shall be made. (Art. 44 of Law 5854).

The company must submit a new Work Plan with its corresponding Investment Curve, which will be subject to evaluation by the Construction Inspectorate and its approval, along with the extension of the deadline by administrative act. In general, any extensions that may be agreed upon will not exceed, under any circumstances, the actual impact that the admitted circumstances may have on the Work Plan, and will not entitle the applicant to any type of compensation, interest, or accessories.

Art. 19 - RESPONSIBILITY IN THE INTERPRETATION OF PLANS -

PROJECT ERRORS: The contractor's technical representative must be permanently present on the site and jointly or separately sign the technical presentations to the Client. The contractor shall be responsible for the correct interpretation of the plans for the execution of the works and shall be liable for any effects that may occur during their execution and for their preservation until final acceptance. Any deficiency or obvious error noted in the project or plans must be communicated in writing to the Client before beginning the work affected by the error; otherwise, the contractor shall be responsible for any consequences that may arise from the execution of work based on these projects. **When the contractor verifies errors or deficiencies in the project referred to above, they must be expressly communicated to the Client in writing. (Art. 41 of Law 5854 and Art. 22 of Decree 1534)**

Likewise, the contractor will be responsible for the execution of all works that, although not foreseen or included in the project, are essential for the normal and immediate start-up of the project upon expiration of the contractual deadline for the execution of the works.

Any unforeseen additional expenses arising from the reasons stated above must be borne exclusively by the Contractor.

Art. 20 - WORK SCHEDULES ON SITE: The contractor shall set the work schedule on site with the knowledge and approval of the Inspection, except in those cases in which, for reasons of functionality, the Comptroller's Office deems it appropriate to set them unilaterally.

Subject to the relevant legal regulations and inspection approval, work may be carried out during both daytime and nighttime hours. In the latter case, the site must be adequately lit for safety and better performance of the work.

Art. 21 - SUPPLEMENTARY WORK: The contractor shall execute the work in such a way that it is COMPLETE, FULL, AND ADEQUATE as required in the documentary file that forms an indivisible unit for this purpose, even when it does not contemplate the clarifications and/or precise elements in this regard. Consequently, all work or material recorded in one document of the file and omitted in another must be executed and/or supplied by the contractor as if it were included in both documents.

Even if the plans, specifications, and other documentation of this procedure do not foresee certain essential or necessary works for the execution of the work, the contractor will be obliged to execute them using the necessary materials and labor, without the right to compensation for unforeseen work, and subject to the same conditions of efficiency and quality required.

When the contractor verifies errors and/or deficiencies in the project during its development, he must expressly report this to the client, since, if a failure occurs in the work, he cannot claim in his defense the existence of defects or differences that he could have known before or during said execution.

During the execution of the works, the contractor must keep the work site clean and free of debris. The same requirement will apply upon completion, at which time a final cleanup of the site must be carried out, as an essential requirement for the acceptance and certification of the completed work.

Any breakage, deterioration, or damage caused to persons and/or property as a result of the installation and commissioning of the project covered by this document shall be the sole responsibility of the contracted firm, and it shall be replaced or repaired at its own expense, without exception, to the full satisfaction of the Supreme Court. All necessary precautions shall be taken to avoid accidents or damage from maneuvering during the work, the action of the elements, or other potential causes. Breakages resulting from the work must be repaired with materials of the same type, texture, appearance, and quality as those already existing.

Art. 22 - REQUESTS FOR CLARIFICATION ON DOCUMENTATION: The contractor may request in writing from the inspection, clarifications and instructions on the interpretation of plans and other components of the technical documentation, which will be evacuated within 10 (ten) calendar days from the date the request is made. When the contractor is required to submit a supplementary or descriptive plan of the facilities essential for the development of the work and subordinated to the approved plan, the responsible party must complete it within 10 (ten) calendar days. If the plans must be provided by the client, the contractor must request them at least 10 (ten) calendar days in advance. If the request is not met, the contractor will expressly state this to justify any delays in the execution period.

Art. 23 - SUPPLEMENTARY DETAILS AND PLANS: With due notice and at the contractor's request, the client shall provide all details and supplementary plans that the client deems necessary. Such elements may not modify the details of the project plans or the original contract documentation. If the documents do not coincide in relevant respects with those that served as the basis for this procedure, the provisions of the latter shall prevail.

Art. 24 - ACTIONS OF THE CONTRACTOR AND ITS PERSONNEL: The service orders and/or inspection instructions, in accordance with the contract, must be strictly complied with by the contractor and/or its technical representative and by all personnel directly or indirectly under its charge. Repeated and unjustified non-compliance, or deliberate acts of misconduct that disrupt the progress of the work, may be grounds for termination of the contract as provided in Art. 79 of Law 5,854. When acts attributable to the contractor's and/or subcontractor's personnel are verified, the inspection, through a reasoned service order, may require the removal of the guilty party or parties from the work.

Art. 25 - WARRANTY OF MATERIALS AND WORKS - PROVISIONS: The good quality of the materials and the correct execution of the works according to the specifications are the exclusive and exclusive responsibility of the contractor, and any deficiency verified until the final acceptance of the works will be inevitably corrected by the contractor.

The contractor must take all necessary precautions to have the materials and labor required for the execution of the works in a **timely manner**, in accordance with the approved work plan. Therefore, no extension of the completion deadline will be permitted based on insufficient materials or adequate labor to perform the works.

Art. 26 - MATERIALS TO BE USED: Only materials required in the technical specifications and approved by the Inspection shall be used in the work; to this end, the contractor shall notify the contractor in advance of the arrival of the elements at the work site; it must also ensure the necessary quantities so as not to interrupt the progress of the work plan. The use of these materials in other projects is prohibited. The contractor undertakes to employ work methods and elements that ensure the quality of the work and its timely completion. When, prior to the start of the work, or during its course, the Inspection deems the methods, materials and/or elements to be used to be inappropriate, it may order the contractor to make the necessary corrections. This will not exempt it from executing the works, nor will it justify the delays incurred.

Art. 27 - REJECTION OF MATERIALS: Materials not approved for not conforming to specifications must be removed by the contractor within the period set by the Inspection, and if it does not do so, the latter may dispose of it at the expense and risk of the responsible party, with the expenses to be borne by the latter and without any liability for deterioration, loss or other damages caused by the measure.

Art. 28 - LABOR: The amount to be allocated for the labor item shall be understood to include all inputs necessary for the full execution of the contract in accordance with the purpose for which it was intended, including all accessory work that is essential to allow for the proper execution of the work.

Art. 29 - DEFICIENT WORK: Any deficient work due to workmanship defects and/or the use of inadequate materials shall be demolished and rebuilt at the contractor's expense and risk, within the timeframes established by the Inspection through the respective service order, and without the right to an extension of the completion deadline for such reasons. In the event of noncompliance, the client may order the correction of the deficiencies at the contractor's expense.

Art. 30 - DEFECTS IN MATERIALS AND/OR WORKS: Works that have defects in their execution and/or materials used will not be considered accepted until the time of final acceptance, even if the Inspection does not notice them in a timely manner.

The mere suspicion of a defect in a project entitles the Inspectorate to order its demolition and reconstruction in order to certify its suspicions. If the defect is confirmed, the costs incurred will be paid exclusively by the contractor, even if the guarantee or repair fund is used. If the suspected defect is not verified, the costs will be charged to the project.

When, after final acceptance, defects in workmanship and/or the use of materials that were not noticed at the expiration of the guarantee are found, the contractor's liability will come into effect under the terms of art. 1,646 and

concordant with the Civil Code, without prejudice to the sanctions that may be applied to the contractor in the General Registry of Public Works Constructors.

Art. 31 - WORK WITHOUT DOCUMENTARY RECORDS: Any work carried out outside the provisions or technical specifications of the Documentation, or without the relevant service order and/or the Inspection instructions, may be rejected even if its value is higher than stipulated, in which case the contractor must demolish and rebuild it according to the contract, bearing all expenses at its sole expense.

Art. 32 - SAFEGUARDING OF ELEMENTS AND WORKS: The contractor shall adopt all necessary measures to protect the materials in use and the works in progress, from their beginning until their final acceptance, against the elements or other causes that could damage or degrade them, being exclusively responsible for any repairs and/or damages that may result from carelessness or negligence in this regard.

Art. 33 - RESPONSIBILITY FOR SUBCONTRACTS: The contractor maintains full and absolute responsibility for the works, acts and conduct of the subcontracted persons and/or companies, even when they have the authorization of the client for their performance.

Art. 34 - TECHNICAL REPRESENTATIVE - TEMPORARY ABSENCE AND REPLACEMENT: When the circumstances of the title intervene, the contractor shall immediately inform the Inspection and appoint a substitute to the satisfaction of the client, who must meet all the personal and professional requirements required in these Documents for the submission of bids, with sufficient authority to accept the Inspection's orders and take all necessary actions for the normal continuity of the works. Consequently, any notification made by the inspection to the substitute representative will have the same scope as if it were made to the owner.

Art. 35 - DOCUMENTATION TO BE KEPT ON SITE: It is the contractor's obligation to keep on site the corresponding books, the documentary file and its complementary instruments, service orders, instructions, detailed plans and other elements subsequently delivered by the bidder and/or the Inspection in order to facilitate the verification and control of the work carried out, as well as the workers and/or subcontractors.

CHAPTER IV: Workers' Personnel Regime

Art. 36 - REMUNERATION - PROVISIONS REGARDING LABOR AND SOCIAL SECURITY: If the contractor and/or subcontractor does not pay its respective workers the minimum remuneration stipulated in the agreements in force for each union participating in the execution of the works, as well as if it does not comply with all other existing legal provisions on labor and social security matters, or is sanctioned during the work plan, it must bear the fine stipulated in the respective article of this document, without prejudice to the application of the provisions of art. 79 inc. b) of the Public Works Law, if applicable.

Art. 37 - PAYMENT MAKE-UP AND CONTROL: It is also the contractor's and/or subcontractor's duty to keep the wages of the construction personnel up to date and within the legal deadlines. The Inspection may verify whether those responsible liquidate and cancel the salaries of their personnel in a timely manner, assisting and

controlling payments. Failure to comply with the provisions of this article will be sanctioned as provided in this document, without prejudice to the application of the provisions of article 79, paragraph b) of the Public Works Law, if applicable.

Art. 38 - SUITABILITY AND NUMBER OF PERSONNEL ACTING: The contractor and/or subcontractor are obliged to assign **sufficient, properly trained and/or specialized personnel** to all work items in order to ensure the regular and adequate progress of the works, in **strict** compliance with the contract and approved work plan. For the purposes of its pertinent verification, the successful bidder will submit to the Inspection a monthly list of the personnel to be performed on the work. If the Inspection deems the personnel assigned to the work insufficient, it will notify by means of a service order that their number be increased, setting a deadline for this purpose. After this period, if the order has not been satisfactorily complied with, the contractor will be fined as provided in art. 51.3 of this document (For Non-compliance with service orders).

Art. 39 - VACATIONS: In accordance with the relevant labor regulations, the contractor and/or subcontractor shall grant the personnel employed on the site the statutory vacations, and in such cases shall ensure that each job position is covered to avoid delays and/or work stoppages that would cause them to incur the requirements of Art. 79 of Law 5,854.

Art. 40 - PERSONNEL INSURANCE (ART): In order to comply with the provisions of Law 24,557 (Workers' Risk Law), the contractor and/or subcontractor must insure the construction personnel with a Workers' Risk Insurance Company (ART) authorized for this purpose by the relevant authority. Coverage will include the provisions set forth in the aforementioned Law and in accordance with the modalities imposed by said regulation. **It must be reliably proven with the corresponding documentation and prior to the signing of the construction contract, that all personnel assigned to the work are covered by an ART.**

(Workers' Compensation Insurance Company). Failure to comply with these requirements will be penalized as established in the relevant article of this document.

In terms of Safety and Health, the Contractor, prior to signing the construction contract, must comply with Laws 19,587 and 24,557 on Occupational Risk, Decree No. 911/96 on Safety and Hygiene Conditions and Resolutions Nos. 231/96, 51/97, 35/98 and 319/99 of the Superintendence of Occupational Risk, in accordance with the provisions of the Terms and Conditions of this public tender.

Art. 41 - LABOR, SOCIAL SECURITY, SAFETY AND HEALTH LEGISLATION: During the execution of the work, the Supreme Court of Justice, through the Construction Inspection, will verify compliance with the labor and social security legislation of the personnel assigned to it.

If a delay in fulfilling these obligations is clearly proven, the agency will be empowered to impose the fine corresponding to Article 51, sections 51.1, 51.6, and 51.7 of this document. **If the contractor persists in such noncompliance, the Supreme Court of Justice will suspend the process of issuing certificates until the situation is regularized.**

CHAPTER V: Measurement and Certification of Works

Art. 42 - MEASUREMENT, PROGRESS AND CERTIFICATION OF WORKS: The Supreme Court of Justice will certify the actual progress of the work, through monthly certifications, signed by the Technical Representative and the Inspection of the Work according to the Plan of

Approved Works and Investment Curve. Measurements of the works executed will be carried out on a monthly basis and within 15 (fifteen) calendar days from the last day of the month being certified. Between the Inspection and the contractor, all works executed up to that point will be measured, with the former performing the relevant metric calculations. The contractor or their duly authorized Technical Representative will be required to attend all measurements, which will be performed on the last business day of each month. Should they refuse to attend, they will be deemed satisfied with the result of the operation. If there is agreement between the parties, a work certificate will be prepared, deducting the previously executed and certified works. In the event of disagreement on the part of the successful bidder, a record will be drawn up specifying these circumstances and the interested party will submit a presentation to the bidder within 5 (five) calendar days of the record being drawn up, claiming their rights and requesting a review of the actions taken. This procedure will be resolved and responded to within a period of no more than 30 (thirty) calendar days according to the guidelines of art. 30 of Decree 1,534/3.

The Supreme Court of Justice will pay the Certificates within the time limits established in Article 61 of the Public Works Law No. 5854.

The certificates, except for the final one, will be provisional and considered payments on account.

Art. 43 - REPAIR FUND: This fund shall be established by retaining 5% (five percent) of the amount of each certificate until final receipt, to guarantee proper performance of the contract. The withheld amount may be substituted, according to the Public Works Law, by a Bank Guarantee or Surety Bond; these must be issued to the complete satisfaction of the Supreme Court of Justice. The bond must contain a clause for adjustment based on the Construction Cost Index - General Level of INDEC.

The fund will remain unaltered, and to this end, in the event of its being affected, it will be replenished by the successful bidder within 10 (ten) business days of being notified in this regard. Failure to comply will result in the use of the outstanding certificates being retained, and in the event of insufficient funds, payments will be suspended. The contractor will not be able to halt work without incurring the penalties provided for in Law No. 5,854, without prejudice to the provisions of Article 57 - last part - of Law 5854.

Art. 44 - PRICE REDETERMINATION: The price redetermination mechanism to be applied to the work that is the object of this Public Tender will be that provided for by provincial legislation through Decree No. 23/3 (ME) - 02 and/or the legal instrument(s) that repeal, modify or complement it.

Art. 45 - FINAL MEASUREMENT: Within 5 (five) calendar days following the completion of the works, the final measurement will begin. The Inspector appointed by the client will participate in the process, who, together with the contractor and/or its Technical Representative, will sign the survey, measurement, minutes and other documentation forms necessary to arrive at the final results. In the event of disagreement by the contractor with the final measurement, the contractor must make an express claim within 5 (five) calendar days following the signing of the measurement report, under penalty of losing any right to claim. The client will adjust its procedure and response to the same period.

CHAPTER VI: Receptions of the Works

Art. 46 - PROVISIONAL RECEPTION: When the contractor has completed the contracted works and jobs and they are in conditions for delivery, he must immediately notify the client requesting the final measurement and

Provisional acceptance of the works. The client will order the corresponding tests and inspections, verifying execution in accordance with the contract prior to issuing provisional acceptance. The works will be provisionally accepted when the work is completed and the verifications, measurements, tests, etc., have been carried out by the client's supervisory authority.

If the works are not strictly executed in accordance with the specifications, the original basic contract and/or instructions issued thereunder, the client may suspend acceptance until the deficiencies or defects observed are resolved or corrected, setting a deadline for compliance with the observations, after which, if the contractor does not comply with the requirements, the client may terminate the contract or proceed to carry out the work at the expense of the contractor.

The client will set the day and time for the provisional reception, inviting the contractor to participate. If he does not respond, a formal letter will be sent reiterating the same, and if he does not attend, the reception will be carried out in person.

When minor deficiencies are to be corrected or details completed that do not affect the work's operational status may be provisionally accepted, with a record of this circumstance being made in the minutes, so that the deficiencies can be repaired within the timeframe established for this purpose. A certified copy of this document will be delivered to the contractor.

The temporary use of the premises by the client, motivated by the need to comply with the work plan, will in no case be considered as partial authorization of works, much less as provisional partial acceptance.

Art. 47 - WARRANTY PERIOD - CONSERVATION: The warranty period mentioned in this article and in the Specific Terms and Conditions includes the period of time between provisional acceptance and final acceptance of the work. During the validity of the warranty, the successful bidder shall be responsible for the conservation and maintenance of the works and projects, and shall be obliged to replace any elements or correct any defects observed due to the quality of the materials used, deficiencies in the execution of the work, etc.

Art. 48 - FINAL ACCEPTANCE: Within 30 (thirty) calendar days from the expiration of the warranty period, the final acceptance of the work shall be carried out, after the noted deficiencies have been corrected, verification of the good condition of the works, and efficient operation of the facilities, which shall be subjected to the essential tests established by the client. A certified copy of the final acceptance certificate shall be delivered to the contractor.

The contractor shall be liable in all cases, even after final acceptance, for hidden defects in the work under the terms of Article 42 - Part 2 - of Decree 1,534/3, and for its total or partial ruin.

Art. 49 - FINAL SETTLEMENT, REIMBURSEMENT OF GUARANTEES AND REPAIR FUND: Once the final reception has been produced, within the following 30 (thirty) calendar days, the client will proceed to make the return of the guarantees effective, to the extent that corresponds (conf. art. 76 of law 5854).

CHAPTER VII: Termination

Art. 50 - CAUSES - NOTIFICATIONS: The termination of the contract may be carried out in accordance with the provisions and procedures contemplated in Arts. 77/84 of the Law

5.854. When acts or events attributable to the contractor are verified and constitute grounds for termination, the client must notify the contractor by reliable means (certified telegram or certified letter). The contractor shall follow the same procedure if it decides to request termination of the contract for reasons it deems attributable to the client.

CHAPTER VIII: Sanctions

Art. 51 - FOR MISCELLANEOUS VIOLATIONS: The acts of the successful bidder that contravene the provisions governing the works will be sanctioned in the terms, requirements and percentages specified in this standard.

51.1 - For failure to present the insurance policy and/or proof that the personnel affected by the work is covered by an ART: after 10 (ten) calendar days from the date of signing the contract without having met the requirement of this paragraph, the successful bidder will be fined 1 o/oo (one per thousand) of the amount of the contract and for each day of delay.

51.2 - Absence of the technical representative on site: these violations will be penalized with a fine equivalent to 1 o/oo (one per thousand) of the contract amount and for each day of absence.

51.3 - For non-compliance with service orders: any violation of the subject matter of the item within the deadlines established in each service order will be sanctioned with a fine of 1 o/oo (one per thousand) of the amount of the contract, and for each day of delay in completing it.

51.4 - Delay in completion of works and jobs: When, upon expiration of the established execution period, the successful bidder has not completed the works to the satisfaction of the bidder, he shall be liable to the following penalties without prejudice to the provisions of art. 79 of Law 5,854: **a)** During the first two (2) weeks of delay, 2 o/oo (two thousandths) of the contractual amount, and for each week; **b)** During the two (2) subsequent weeks, 3 o/oo (three thousandths) of the contractual amount, and for each week; and **c)** For each of the subsequent weeks, 4 o/oo (four thousandths) of the contractual amount, and for each week elapsed.

The successful bidder will be deemed to be in default upon the mere expiration of the deadlines stipulated in the contract, the specifications, or any other regulatory provision. (Article 43, Law 5854)

51.5 - Insufficient certifications: When the amount of the certifications does not reach 85% (eighty-five percent) of the investment curve at the certification date, the successful bidder shall pay a fine of 2 o/oo (two thousandths) of the contract amount, without prejudice to the application of the provisions of art. 79 inc. d) of Law 5.854, if applicable.

These fines will apply whenever the total accumulated amount of certifications is less than the total accumulated amount expected according to the current investment curve.

51.6 - Noncompliance with labor standards: Violations of the guidelines set forth in Articles 41 and 42 of this document will result in a daily fine of 1.000 (one per thousand) of the contract amount, until the situation is regularized, without prejudice to the provisions of Article 79 of Law 5,854.

51.7 - Non-payment of wages: Failure to comply with the provisions contained in Article 36 of this document will subject the successful bidder to a fine of 2.000 (two thousandths) of the contract amount, for each week of delay, without prejudice to the application of the provisions of Article 79 of Law 5,854.

51.8 - Failure to submit plans as per work: After 5 (five) business days from the date of completion of the works without having satisfied the requirements of this paragraph, the successful bidder will be fined 1 o/oo (one per thousand) of the contract amount, and for each day of delay.

51.9 - Lateness in the initiation of works and tasks: When, without justified cause, the successful bidder does not initiate the work after the corresponding staking out certificate has been signed, he shall be liable to a fine of 1 o/oo (one per thousand) of the contract amount, and for each day of delay, without prejudice to the application of the provisions of art. 79 inc. c) of Law 5.854.

Any fines imposed on the successful bidder will be promptly reported to the General Registry of Public Works Constructors.

If the fines applied reach 15% (fifteen percent) of the contract value, the bidder may terminate the contract.

The resulting fines will be deducted from the work certificates, from the guarantees provided, or, failing that, from any credit the Agency has in favor of the contractor.

Art. 52 - METHOD OF APPLICATION AND COMPENSATION OF FINES: Any fines imposed by the Supreme Court of Justice on the contractor resulting from violations of the rules governing this procedure shall be deducted from the first certificate issued in its favor following the sanctioning resolution, from the repair fund, or from the security deposit, at the bidder's discretion. The responsible party shall be obligated to reimburse the affected sums within a peremptory period, all without prejudice to any action taken by the contractor to have the measure reconsidered. In the case of a sanction for failure to comply with the completion deadline, the fines shall become effective after notification of the resolution to the bidder and in the same manner as above.

CHAPTER IX: Various Specifications

Art. 53 - PATENTED SYSTEMS: If the work involves the use of special devices, equipment, systems, or elements subject to invention patents, exploitation rights, or other intellectual property protections, payment for their use shall be the sole responsibility of the contractor, even if the client is exempt from such fees. Expenses for these concepts shall be deemed included in the contract prices.

Art. 54 - KNOWLEDGE AND ACCEPTANCE OF ALL DOCUMENTATION CONTAINING THIS FILE: By the mere fact of submitting a proposal, the bidder declares that he/she knows and accepts all documentation comprising this documentary file.

SUPREME COURT OF JUSTICE OF TUCUMÁN

SPECIAL TERMS AND CONDITIONS

PUBLIC TENDER File

No. 045/52-2025 - Public Works No. 01/2025: "9 de Julio Building 421. First stage."

Art. 1 - PURPOSE: The purpose of this act is to contract the execution of works, provision of materials and artifacts, whose design characteristics, supply system, assemblies and levels of completion are included in the attached technical documentation.

The property where this work will be carried out is located at 421 9 de Julio Street in the city of San Miguel de Tucumán.

The building will have a surface area of 3,525 m². The structure is partially built of reinforced concrete up to the slab of the fifth floor. Most of its original architecture has been preserved, although changes were made to the façade to give it the institutional image of the buildings of the Supreme Court.

The first stage of this tender document includes the following structural work and exterior envelope: preliminary extraction and earthworks, completion of the reinforced concrete structure, masonry corresponding to party walls, wet cores, circulation cores and parapets with their corresponding insulating layers and plaster, subfloors and leveling layers, sanitary installation referring to storm drains for the roof, patios and subsoil drainage, waterproofing of tank, roof and patios and ironwork corresponding to the roof and zinc work. Carpentry closing the envelope.

The technical documentation that makes up this bidding document is the following: Descriptive report (pp. 4/6, volume I); General Technical Specifications (pp. 7/32), volume I); Particular Technical Specifications (pp. 33/59, volume I); UOCRA Collective Agreement (pp. 60, volume I); Price Analysis (pp. 61/73, volume I); Metric computation (pp. 74/91, volume I); budget (pp. 92/95, volume I); work plan (pp. 96/97, volume I); investment curve (pp. 98/99, volume I); Hygiene and Safety Annex (pp. 100/107, volume I); Planimetry (pp. 108/235, volumes I, II); QR code for access to technical documentation (page 237, volume II).

For all legal purposes, the economic proposal for the tendered works and projects must be calculated using prices in effect on the date of the bid opening.

Art. 2 - OFFICIAL BUDGET - SCOPE: The official budget for all the works and jobs contracted in this procedure amounts to the sum of one **billion six hundred sixty-two million one hundred fifty-five thousand six hundred twenty-seven pesos with 44/100 (\$ 1,662,155,627.44)** calculated with material prices in force as of March 2025, considering for labor, the UOCRA March 2025 Salary Table. Likewise, in accordance with Art. 7 of the Public Works Law No. 5854, 20% is provided for additional and unforeseen expenses, amounting to **three hundred thirty-two million, four hundred thirty-one thousand, one hundred twenty-five pesos with 49/100 (\$ 332,431,125.49).**

Art. 3 - FINANCIAL ADVANCE: A financial advance is provided for this project within the framework of the provisions of art. 26 of the Public Works Law No. 5854 and art. 13 of Regulatory Decree No. 1534. **The advance will be equivalent to 10% of the contract amount.** Said advance will be deducted proportionally in

equal parts in 12 (twelve) certificates. It will be granted once the Construction Contract has been signed, and under the following conditions: 1) - A guarantee must be constituted, by means of a surety policy that covers 100% of the amount advanced, said guarantee having to comply with all the formalities provided for these instruments in art. 8° inc. B) last paragraph, of the General Terms and Conditions Documents. The guarantee must extend up to the total discount of the advance payment by means of a monthly certification proportional to it.

Art. 4 - PLACE OF SUBMISSION OF PROPOSALS: The proposals must be submitted to the Public Works Department of the Supreme Court of Justice located at Lamadrid 484, 9th floor, Apt. B, San Miguel de Tucumán, (Telephone 0381-4200657).

Art. 5 - SUBMISSION DEADLINE: Proposals must be submitted to the dependency indicated in the previous article, **until 9 (nine) hours on June 25, 2025 without fail.**

Art. 6 - PLACE OF OPENING OF PROPOSALS: The proposals will be opened on the day and time indicated in Art. 5, at the premises of the Public Works Department referred to in Art. 4 or at the one it provides, with the formalities established in the General Terms and Conditions.

Art. 7 - TIME FOR MAINTAINING OFFERS: The proposals formulated must be maintained for at least **sixty (60) business days**, counted from the day of the opening of the offers, in order to enable analytical and evaluative studies of the same.

Art. 8 - CONTRACTING SYSTEM – PROPOSALS: The work will be contracted by the **LUMP ADJUSTMENT** system with a detailed official budget and on the basis of the total amount quoted by the successful bidder in its proposal.

Proposals submitted must be in \$ (pesos), and quotes in foreign currency are not accepted.

It is expressly established that bidders must quote ALL the required work in the documentary file, ensuring that it is complete, comprehensive, and consistent with the specifications and other requirements contained in the instruments governing this bidding process. As a condition of eligibility, the bid must include all the work being tendered. Even if not all the necessary elements are stated, their satisfaction will not give rise to special recognition under any circumstances.

The contractor undertakes to execute the planned works in accordance with the plans, specifications, contractual clauses, and other documentation. The contract amount shall include the cost of all work that, although not expressly specified in the contract documents, is essential to execute or provide for the project to be completed in full and in accordance with the intended purpose and the provisions of those documents.

The successful bidder must execute the entire tendered work for the full amount of its proposal. It may not claim variations in the contract amount, except for variations resulting from the application of the price redetermination methodology provided for in Decree 23/3 and its regulatory and amending rules.

All tariffs, taxes, insurance and any other charges that the Contractor must pay in connection with the contract or for any other reason,

in force before the deadline for submitting offers, will be considered included in the total price of the offer submitted by the Proponent, without admitting proof to the contrary.

Art. 9 - EXECUTION TERMS: For the comprehensive execution of the work and its delivery to complete satisfaction, a period of **three hundred and sixty-five (365) calendar days** is stipulated, starting from the signing of the staking out report.

Art. 10 - CALCULATION OF TIME LIMITS: Unless otherwise specified, the terms and periods encompassed by the bidding process shall be calculated in business days. If the day of performance is a non-business day, the deadline shall be automatically extended to the first following business day. The construction period shall be calculated in calendar days; the July and December holidays shall be considered business days for all matters related to this project.

Art. 11 - QUALITY OF THE BIDDER: Bidders must be registered in the General Registry of Public Works Constructors, with qualifications to execute works of similar complexity to those being contracted.

11.1) Debtors in arrears with the Province and those who have repeatedly failed to satisfactorily fulfill contracts previously entered into with any national, provincial or municipal department may not be admitted to contract.

Those holding salaried positions in the provincial administration or national or municipal positions may not be bidders, contractors, or technical representatives of public works when their hierarchy and functions could distort the principles of public procurement, with the exception of teaching positions.

Bankrupt contractors will also not be admitted as contractors until they have been judicially rehabilitated.

Bidders must attach a sworn statement stating that they do not fall under the conditions of disqualification contemplated in this article, within the framework of the provisions of Article 18 of Law No. 5854 (Consolidated Text).

11.2) ECONOMIC - FINANCIAL CAPACITY: The financial capacity results from the elements of judgment held by the bidder, from those provided by the bidders themselves or from information supplied by banking or commercial establishments of notorious seriousness.

Bidders must submit the Certificate issued by the General Registry of Builders, which will define the contracting capacity for each tender.

Likewise, the bidders will present the balance sheets and/or Financial Statements for the last three (3) closed fiscal years, signed by a qualified professional as indicated in Article 8 of the PBCG in its Section "O", also accompanying a summary sheet (according to "ANNEX ECONOMIC-FINANCIAL-PATRIMONIAL INDICATORS") that is part of this document, with the calculation of the economic-financial-patrimonial indicators that are detailed with respect to the last three closed and approved fiscal years, and must be signed by the bidder and certified by a National Public Accountant, whose signature must be recognized by the corresponding Professional College of Economic Sciences.

Proponents will be considered to have sufficient economic and financial capacity if, exclusively complying with the current liquidity index, the result of the analysis of the average indexes of the last THREE (3) years shows admissible values in at least THREE (3) of the FOUR (4) remaining indicators.

11.3) TECHNICAL CAPACITY: The technical capacity of the bidders will be evaluated based on compliance with the following requirements: **One or more works BACKGROUND**

WORK/S, which must be **Public Works** no older than **10 (ten)** years at the date of publication of the tender and which have been **executed directly and individually by the bidder**, which have: **a concrete structure and a surface area of at least 3000 m2.**

Art. 12 - QUALITY OF THE TECHNICAL REPRESENTATIVE: The professional proposed for this position must prove the quality of Architect or Civil Engineer and be registered in the corresponding Professional Association, in accordance with the provisions of the Public Works Law, and the bidder must accompany the offeror's background, duly accredited with his/her curriculum vitae, when submitting his/her offer or within the established period to complete the missing items - which is established in the opening ceremony.

The technical representative must be permanently on site.

Should a change of Technical Representative be necessary during the execution of the work, the Contractor must propose a replacement professional, who will be required to meet the established requirements and whose performance will be subject to the approval of the Supreme Court, through the relevant Administrative Act.

The Representative will be responsible for the work inspection, will exercise the powers and will be responsible for the duties of the contractor, and the latter may not question the effectiveness or validity of the acts executed by the Representative, without prejudice to any personal actions that may be taken against the latter.

All instructions that the Representative receives from the Construction Inspection, will be considered as given to the contractor.

Art. 13 - EVALUATION OF PROPOSALS: During the proposal evaluation period, bidders are obligated to submit all clarifications requested by the BIDDER and any background information the department deems essential. Bidders may be asked for any additional information and/or clarifications, and these must be submitted within the timeframe established by the Evaluation Committee.

Art. 14 - AWARD: Once the evaluation of the proposals has been concluded, the competent authority will issue the award act, which will fall on the most convenient proposal, qualified in accordance with the provisions of the regulations, provided that it complies with the bases and conditions of the tender, and taking into account the economic offer, the contracting capacity, the background and any other information tending to ensure the best conditions for the execution of the work.

The lowest price alone will not be a determining factor in the decision.

The bidder may reject all proposals without giving rise to any objection from the proponents. The fact that more than one bid was not submitted will not prevent the award if deemed appropriate.

Art. 15 - FORECASTS - SITE VISIT: For the purposes of the budget to be submitted, the bidder must verify all the conditions of the places where the work will be carried out, such as: their condition, schedule feasibility, existing water, gas, electricity, sanitary, etc. installations, and that may affect the evaluation of the works being tendered, and must also consider the cleaning of the places to be used and the removal of debris, materials and elements that are discarded or not used in the execution, as provided for in the Particular Technical Specifications.

To visit the sites where the works will be carried out, please visit the Court's "Technical Directorate," located at Lamadrid 484, 3rd floor, from 7 a.m. to 1 p.m., where they will be informed about the availability of visits. Alternatively, call 0381-4248793.

Art. 16 - PROCEDURES AND PERMITS: The successful bidder will be responsible for all procedures and formalities before public and/or private, national, provincial and/or municipal organizations, aimed at obtaining the necessary authorizations or permits. that correspond according to the tendered work, and must submit the respective certificates to the bidder's comptroller's office prior to signing the staking out report for their safekeeping and addition to the proceedings.

The Contractor is obligated to comply in a timely manner with all applicable laws, decrees, ordinances, and regulations regarding service infrastructure. The Contractor is solely responsible for submitting and processing any documents to national, provincial, or municipal public authorities, as well as any private entities that may be applicable. The Contractor shall be solely responsible for paying any fines, damages, interest, etc., that may be applicable for violations committed by the Contractor or by the actions of its employees.

The procurement and processing of energy, as well as the consumption of energy for the execution of the work, and the lighting, will be covered by the contractor, who will be responsible for laying the temporary lines in compliance with the technical requirements established for such installations. Payment of all fees for these items will be at the contractor's expense and will not be specifically reimbursed. All fees are included in the contractor's proposal.

The contractor must take all necessary precautions to cover any eventuality arising from a calculation error or modification imposed by any other department that is relevant to the tasks at hand.

Therefore, before submitting their bid, and for the purposes of obtaining a correct quote, the bidders must contact the aforementioned departments and request all necessary information, as they will be solely responsible for any errors they may incur and for the time required for all approval procedures before starting the work.

Project Approval: Before the start of work, the Contractor shall submit **three sets of copies of the construction plans to the Inspection for approval, including all required construction details, at an appropriate scale for optimal viewing. Both the plans and the aforementioned technical report must be approved by the Construction Inspection and the respective Municipality before the start of work.**

The Inspection may require any modifications it deems justified to this technical report and/or plans, at its sole discretion, as well as request any additional calculations and/or plans it deems necessary for the complete definition of the Work.

The receipt and approval of the plans and technical report by the Inspection does not relieve the contractor from the obligation to avoid any error or omission when carrying out the

work, even if such execution is carried out in accordance with the plans or technical specifications of the documentation submitted in the specifications. Any error or omission must be corrected by the Contractor as soon as it is discovered, regardless of receipt, review, and approval of the plans by the Inspectorate, and must be immediately brought to the attention of the Inspectorate.

The approval of the plans by the Inspectorate will not relieve the Contractor of responsibility for errors or omissions.

During the course of the work the plans will be kept up to date according to the modifications necessary or ordered by the Construction Inspection.

In addition, all plans, technical reports, etc. requested in the complementary installation items (Air conditioning, Data, Electrical and sanitary installation, etc.) must be submitted in accordance with the presentation provisions indicated therein.

The contractor must verify the structure in cases where these facilities produce perforations, presenting supporting documentation by the acting estimator.

The contractor shall be solely responsible for the respective taxes resulting from settlements with the provincial departments responsible for approving the preliminary project and the project of the tendered work.

Once the works are completed and before provisional acceptance, the contractor must obtain and submit the **as-built plans** in accordance with the format and conditions established in the Technical Specifications, along with all applicable approvals, authorizations, and permits, which will be submitted to the Inspection. The costs and procedures incurred by these requirements are the sole responsibility of the Contractor.

Art. 17 - OBLIGATIONS OF THE SUCCESSFUL BIDDER - PREREQUISITES:

1) Before signing the contract, the successful bidder must:

a) Integrate the **contract execution guarantee**, constituted in accordance with the provisions of art. 15 of the PBCG and 17° of the Public Works Law No. 5854. **b)** Submit to the Comptroller's Office the **list of equipment** that will be on site and that may not be removed without prior authorization from the Inspection. **c)** Prove the **contracting of the insurance** required in Art. 19 of this document. **d)** In the event that the award is made to a Temporary Business Union, proof of **registration with the Provincial Directorate of Legal Entities** (Law No. 19,550 and its amendments) must be submitted, and the corresponding proof of registration with the national and/or provincial collecting agencies, as appropriate.

e) In terms of **Health and Safety**, the Contractor, prior to signing the construction contract, must comply with Laws 19,587 and 24,557 on Occupational Risk, Decree No. 911/96 on Health and Safety Conditions, and Resolutions Nos. 231/96, 51/97, 35/98, and 319/99 of the Superintendency of Occupational Risk. Thus, the contractor must submit to this body, prior to signing the construction contract, proof of affiliation to an ART for all personnel assigned to the Work.

Payroll of personnel assigned to the Work.

List of Medical Centers contracted by the ART to refer in cases of accidents.

Designate the Health and Safety Manager for the work.

Submit proof of life insurance coverage for the personnel who does not have a dependency relationship with the contractor.

2) Once the contract has been signed and prior to the preparation of the staking out report, it is necessary to comply with the requirements of Article 16 of this document (Procedures and permits). _____

Art. 18 - TAX - LABOR - SOCIAL SECURITY AND UNION OBLIGATIONS: The successful bidder will be exclusively responsible for all tax, labor, social security, union and any other obligations arising from current legislation on the matter or that may be issued in the future, with respect to the activity carried out, and the personnel involved in the work, under its dependence, and throughout the duration of the contract.

You must also provide proof of registration with the AFIP, DGR, Municipality, and any other relevant national, provincial, or municipal agency or department.

If the successful bidder also requires other types of personnel, whether technical or professional, to perform the tasks to which it is bound by the contract, regardless of the relationship between them, it will also be fully responsible for any obligations arising from said relationship.

The bidder, for its part, may demand monthly the presentation of documentation and compliance with payment of tax, labor, social security, union and other obligations, which are in force at the time of the contract or which are established in the future, and must include in the file an authenticated copy of the relevant payments that prove the aforementioned compliance, as well as the corresponding registrations and any modifications to them that must be communicated, and provide the bidder with the receipt issued by the corresponding body, within 24 hours of their completion.

The Supreme Court bears no responsibility for any conflicts or claims of any kind that may arise between the contractor and the personnel employed by the contractor in the fulfillment of their contractual obligations.

Art. 19 - INSURANCE: The contractor will take all necessary precautions or those indicated by the Inspection, to avoid damages to the works he executes, to the people who depend on him, to those of the client or Inspection assigned to the work, to third parties and to the assets of the Supreme Court or third parties, whether such damages come from maneuvers of the construction site, from the action of the elements or from eventual causes.

These responsibilities will continue until the Provisional Acceptance of the work and during the execution of the complementary works carried out during the warranty period.

The Contractor must contract with authorized insurance companies, which must have the prior approval of the Client, all insurance services required for the project.

The Contractor shall be responsible for any costs arising from updates, extensions of deadlines due to additional work or causes not attributable to the Client or the State, which require insurance for the Inspection personnel.

All insurance policies or their certified copies will be delivered to the Client.

It is prohibited to enter into a self-insurance contract, and the contractor is required to contract insurance with first-class insurance companies, approved by the National Insurance Superintendency.

It will be mandatory for the Contractor and will be at his exclusive expense, contracting the following insurance:

1) Insurance policies for the personnel under its charge, in accordance with current legislation, specifying specialties and mentioning the type of work and number of levels. Accident insurance shall cover all types and categories of personnel employed by the Contractor in the execution of the work, as well as in the offices or other facilities integrated into the project.

2) Personal Accident Policy for the Construction Inspection staff and the client assigned to the work, in accordance with the compensation amounts provided for in current law.

3) Civil Liability insurance policy that covers possible damages to third parties and/or State property, during the period of execution of the work (1095 calendar days).

4) Fire insurance policy, during the period of execution of the work (1095 calendar days).

Art. 20.- INDEMNITY CLAUSE: Without prejudice to the responsibility that corresponds to it according to the provisions of PBCG, the contractor assumes the following responsibilities:

20.1.- The Contractor assumes full responsibility for damages and losses caused to the property and person of third parties or the Supreme Court, whether within the premises where the services are provided or outside of them, as a result of acts or omissions of its personnel or its subcontractors or any other person who uses or has in its care.-

20.2.- The Contractor irrevocably undertakes and agrees to hold the Supreme Court harmless from any claim, lawsuit, demand, damage, or liability of any kind or nature brought by any public or private person, natural or legal, or any employee of the Contractor, subcontractors, and their employees, regardless of the cause of the claim. This liability shall continue even after the contract has been terminated for any reason. This liability shall extend to, but is not limited to, compensation, expenses, and costs.

20.3.- The contractor shall be exclusively responsible for all work accidents that may be suffered by its personnel or that of its subcontractors, without prejudice to the contracting with a Workers' Risk Insurer.-

20.4.- The Contractor shall be solely responsible for the management and hiring of personnel assigned to the works, as well as any labor and social security responsibilities arising therefrom. Consequently, there shall be no relationship or dependency whatsoever between the Contractor and its personnel with respect to the Supreme Court.

20.5.- You must attach to your offer a sworn statement of express acceptance of the provisions of this article.

Art. 21 - WORK PLAN: It is clearly and expressly established that the contracted work may only be executed in accordance with the work plan prepared by the Supreme Court of Justice, which forms an integral part of the documentary file. The Construction Inspectorate will schedule and order the execution of the tasks. For this reason, bidders must state in their proposal that they accept and endorse the work plan prepared by the Supreme Court of Justice. During the execution of the works, the successful bidder may be authorized by the bidder to introduce any modification to the work plan, in accordance with the development of the works and the provisions of Public Works Law No. 5854 that authorize it.

Art. 22 - TESTS: Once the works have been completed and their correct execution has been verified by the Inspection, the tests that will be carried out will be carried out.

established by the Technical Specifications before receiving them provisionally. These tests will comply with the specifications in the aforementioned documentation and will be the sole responsibility of the contractor. They will include the tests indicated therein and all those intended to verify the proper construction and correct operation of the work performed and the data guaranteed by the contractor in its bid. The results of the tests will be recorded in the minutes prepared for this purpose.

Art. 23 - PROVISIONAL ACCEPTANCE: The works will be completed within the established timeframe and in accordance with the instructions and service orders issued by the Construction Inspectorate, in accordance with the contractually established work plan. Under no circumstances will the temporary use of the premises be construed as partial authorization or acceptance of the works. Partial authorizations of works or partial acceptances of works are foreseen in this project. The works will only be provisionally accepted once all the assigned tasks have been completed in accordance with the established work plan, and **the plans for the works have been submitted.**

Art. 24 - WARRANTY PERIOD: The warranty period for this work is set at 730 (seven hundred thirty) calendar days, which will begin to run from the provisional reception.

Art. 25 - TECHNICAL DOCUMENTATION IN ACCORDANCE WITH THE WORK EXECUTED: Prior to the Provisional Acceptance, the Contractor must submit to the Technical Inspection three (3) copies of all the technical documentation in accordance with the work detailed in the technical specifications, which must be a faithful reflection of the work carried out and must contain all modifications and changes made during the execution of the works. Said information must also be presented on magnetic media.

This documentation will be verified during the warranty period by the Construction Inspectorate to detect any discrepancies with reality.

All technical documentation must be submitted with prior approval from the Corresponding Professional Association.-

Art. 26 - INDICATOR SIGN: The contractor must place a sign at the front of the work with the measurements and model indicated in due time by the Work Inspection, in which the characteristics of the project are indicated.

Art. 27 - PRICE OF THE TENDER DOCUMENTS: This document will be sold at a cost of three million pesos (\$3,000,000.00) which must be deposited in Current Account No. 3-622-0020000645/9 CBU 2850622330002000064591 of Banco Macro SA branch Tribunales San Miguel de Tucumán, belonging to the Supreme Court of Justice.

SUPREME COURT OF JUSTICE OF TUCUMÁN

PUBLIC TENDER File

No. 045/52-2025 - Public Works No. 01/2025: "9 de Julio Building 421.

First stage."

PROPOSAL FORMULA

I - PROPOSAL: I (we) propose to execute all the works and jobs included in this contract for the sum of Pesos.....

\$..... VAT INCLUDED//

This economic proposal is made with prices in effect as of the date of the bid opening for all legal purposes.

In the event of a discrepancy between the amounts stated in numbers and words, only the amount stated in words will be valid. I expressly declare that the monetary amount stated as the bid amount includes VAT and that it has been calculated as of the date of bid opening.

II - SCOPE: The proposed amount includes the provision of all materials, labor, procedures, tariffs, fees, and other works, acts and costs that are necessary to fully and satisfactorily complete "all" the works and jobs that are being tendered, complying with the obligations established in the Public Works Law No. 5,854, Regulatory Decree No. 1,534 / 3, and in full compliance with the current regulations on contracting, awarding, execution and reception of works, as well as any other requirement stipulated in the General Terms and Conditions, Particular Terms and Conditions, Technical Specifications, Descriptive Report, Plans, Budgets and other documentation comprising this bidding file that I declare (we) know and accept in full and absolute compliance.

San Miguel de Tucumán,.....of of 2025.

Bidder(s):.....

DNI / MI n°(s):.....

Address(es):.....

Professional Registration(s):.....

Company(s)

Technical Representative(s):.....

DNI / MI n°(s):.....

Address(es):.....

Professional Registration(s):.....

Company(s)

ANNEX**PUBLIC TENDER File**

**No. 045/52-2025 - Public Works No. 01/2025: "9 de Julio Building 421.
First stage."**

ECONOMIC – FINANCIAL – ASSET INDICATORS

(of the last 3 exercises)

	Basic Indicators	Calculation Relationship	Requirement
1	CURRENT LIQUIDITY	Current Assets Current Liabilities	$\geq 3,00$
2	SOLVENCY	Total Assets Total Liabilities	$\geq 2,50$
3	ACID TEST	Current Assets - Assets Change Current Liabilities	$\geq 2,00$
4	IMPORTANCE OF CURRENT LIABILITIES	Current Liabilities Total Assets	$\leq 0,30$
5	WORKING CAPITAL	Current Assets - Liabilities Current	\geq Official Budget x 2 Execution Period