

CENTRO DE DESARROLLO TECNOLÓGICO PARA LA PRODUCCIÓN DE VACUNAS -
BOGOTÁBIO S.A.S

[Logo]

BOGOTÁBIO

CONTRACTING MANUAL

BOGOTÁ, D. C.
APPROVED BY THE BOARD OF DIRECTORS ON APRIL 18, 2024

Version 1


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BACKGROUND

Centro de Desarrollo Tecnológico de Producción de Vacunas – BogotáBio S.A.S (Technological Development Center for Vaccine Production – BogotáBio, hereinafter BogotáBio), is a company created for the development of science, technology, and innovation activities, with administrative, accounting, financial, budgetary independence, and its own assets, reporting to the City Health Secretariat, under the private law legal regime.

BogotáBio will therefore apply the Commercial Code and other private law regulations in its contracting processes, as set out in Article 5 of Decree Law 393 of 1991, in conjunction with Paragraph 3 of Article 68 of Law 489 of 1998 and District Decree 256 of 2023, which authorized its establishment, as amended by District Decree 645 of 2023.

This Contracting Manual sets forth the internal parameters for the acquisition of goods, works, and services, as well as for the execution of agreements of will, other than those of a labor nature, required by BogotáBio, in order to ensure compliance with the principles of the administrative function, objective selection, and transparency in all its processes, for the fulfillment of the company's corporate purpose.

Accordingly, the Contracting Manual, approved by the Board of Directors of BogotáBio in the exercise of its functions pursuant to Article 42, Section 8 of the Company Bylaws, aims to serve as a conceptual and procedural guide for the participants in the contracting processes carried out by BogotáBio.

CHAPTER 1 OVERVIEW

1.1 LEGAL NATURE OF BOGOTÁBIO

BogotáBio is a simplified joint-stock company, of a mixed public-private nature, established under the science and technology regime referred to in Decree Law 393 of 1991 and subject to the rules of private law, with its own legal personality and assets, and administrative, financial, and budgetary autonomy.

1.2 PURPOSE OF THE CONTRACTING MANUAL

This Contracting Manual aims to establish the criteria, guidelines, and standards for the performance of BogotáBio's contractual activities in their different stages, leading to entering into the contracts, agreements, or arrangements required by the Company, other than employment contracts, for the fulfillment of its functions and business objectives, in line with its corporate purpose, in order to ensure an agile and transparent contract management.

Accordingly, those involved in the contractual processes in which BogotáBio acts as the contracting party must comply with the provisions of this Contracting Manual. If there is any contradiction, discrepancy, or difference between the provisions of the Contracting Manual and the applicable legal and regulatory provisions, the latter shall prevail.

The present Contracting Manual must be corrected and updated periodically according to the needs of BogotáBio and the applicable regulations.


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1.3 SPECIFIC OBJECTIVES OF THE CONTRACTING MANUAL

The specific objectives of the Contracting Manual are:

- a) Guide those involved in the selection and contracting processes that BogotáBio must carry out, regarding the best practices defined by the Company and the obligations and responsibilities on its account.
- b) Provide the necessary elements to the Company's employees and associates in terms of contracting.
- c) Make recommendations on best contracting practices.
- d) Allow the contractual process to progress in order to fulfill the corporate purpose and satisfy the interests of the Company in the most efficient manner.
- e) Standardize precise, consistent and relevant criteria in the preparation of the supporting documentation for each stage of the contracting processes at the Company, relying on studies, opinions, and certifications that form an integral whole, in accordance with the applicable legal framework.
- f) Provide legal certainty to the Company for contractual decision-making matters.

1.4 SCOPE

This Contracting Manual applies to all contracts entered into by BogotáBio, for the fulfillment of its functions and business objectives, with the exception of employment contracts.

According to the principle of private autonomy and the rules of private law, BogotáBio will be empowered to enter into all types of contracts, whether typical or atypical, named or unnamed.

The legal framework applicable to BogotáBio's contracts is that of private law, specifically civil and commercial regulations, in accordance with the provisions of Article 5 of Decree-Law 393 of 1991 and Paragraph 3 of Article 68 of Law 489 of 1998.

PARAGRAPH 1. Acts or contracts subject to special regulations or laws shall be governed by such provisions; acts or contracts entered into with foreign individuals or legal entities that must be formalized outside the national territory shall be governed by the applicable rules agreed upon by the parties, and failing that, by Colombian regulations.

PARAGRAPH 2. Acts or contracts entered into by BogotáBio as a contractor shall be governed by the rules applicable to the respective contracting entity and the contracting procedures established for the latter.

1.5 TERMS AND DEFINITIONS

Commencement Record: Document in which the commencement of performance of a contract, agreement, or any other type of agreement of wills signed by BogotáBio is recorded, following the fulfillment of the requirements for formalization, legalization, and commencement of performance, which allow the formal initiation of activities.

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MIN. DE JUSTICIA 2035 (1994) MIN. OF JUSTICE 2035 (1994)

Settlement Record: Document signed by the parties in which the final balance of the performance of the contract or agreement is made, and the parties declare that they have no balances due with each other and remain in good standing.

Restart Record: Document signed by the parties by means of which a suspension is lifted and the resumption of activities is ordered.

Record of suspension: Document by which BogotáBio and the contractor agree on the suspension of the contract, agreement, or arrangement, in the event that a special circumstance that warrants the temporary cessation of its performance.

Addendum: Document by which the Terms of Reference of a selection process are clarified or modified, and which forms part of them.

Addition: Amendment of the contract during its performance, in which the contractual scope is expanded, obligations are added to a contractor, and consequently, the contract price is increased. Any addition will require approval from the Supervisor.

Advance Payment: Advance payment under the contract, aimed at facilitating the contractor's financing of the goods, services or works entrusted to it in connection with the contract, so that the funds disbursed for this purpose are only incorporated into the contractor's assets to the extent that they have been amortized through the performance of scheduled contract activities. It requires a guarantee that fully covers any eventuality in its handling.

Contractor: Individual, legal entity, consortium, or temporary joint venture that undertakes to BogotáBio to provide and asset or perform an obligation.

Professional Services or Management Support Agreement: It is the contract to carry out activities related to the administration or operation of BogotáBio. They may be entered into with individuals or legal entities when said activities cannot be carried out by in-house staff or when they require specialized knowledge.

Special Cooperation Agreement: It refers to the type of contract regulated by Decree-Law 393 of 1991 and by Decree-Law 591 of 1991, which may have the purposes indicated in Article 2 of Decree-Law 393 of 1991.

Market Survey: Outcome of the set of actions carried out by BogotáBio to determine the value of goods or services required by the Company.

Expense controller: Legal representative of the Company or a delegate appointed by the former, authorized to contract on behalf of the Company and issue all necessary documents for its execution, initiation, performance, termination, and settlement.

Prepayment: Advance payment received by the contractor under a contract. These resources are permanently incorporated into its assets. The amount shall not exceed 50% of the price of the respective contract. It requires a guarantee that covers any eventuality regarding its handling. To this amount, the withholdings ordered by law for taxes levied on said income shall be applied.

Supervision: Technical, administrative, financial, accounting, and legal monitoring carried out by the Company itself regarding the fulfillment of the contract's purpose, when specialized knowledge is not required. For the effects of supervision, the Company may hire support personnel as required through service provision contracts.

Terms of Reference (ToR): Document outlining the specific requirements and conditions for the

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MIN. OF JUSTICE 2035 (1994)

contracts or agreements, establishing the objective criteria for contractor selection and contract governance.

1.6 LEGAL FRAMEWORK

Considering the nature, purpose, and functions of BogotáBio, the general framework of its contracts is mainly comprised of the following regulations or those that modify, complement, or replace them:

- The Political Constitution.
- Special regulations of the science and technology sector (Law 29 of 1990, Decree Law 393 of 1991, Decree Law 591 of 1991, Decree Law 585 of 1991, Law 1286 of 2009, and other applicable regulations).
- Decree 256 of 2023, "Authorizing the establishment of the Technological Development Center for Vaccine Production - BogotáBio S.A.S. and issuing other provisions," amended by Decree 645 of 2023
- Relevant commercial and civil provisions.
- Other applicable regulations and those that regulate, complement, add to, or modify them.

1.7 DISQUALIFICATION AND INCOMPATIBILITY REGIME

By virtue of the provisions of Article 13 of Law 1150 of 2007 and Decree 128 of 1976, the regime of disqualifications, incompatibilities, and conflicts of interest governed by constitutional, legal, or regulatory provisions, with special application of the regime provided by the General Statute of Public Administration Contracting or by the rules that modify or replace it, shall be applicable to the procurement processes of BogotáBio.

By virtue of the foregoing, if in the course of a selection process any disqualifications or incompatibilities arise, it shall be understood that the party submitting a proposal renounces its participation and the rights arising therefrom, as well as if such disqualifications arise after the contract has been awarded but before its formalization.

The following behaviors are prohibited for the legal representative, attorneys, and, in general, all employees of BogotáBio in carrying out their duties related to the contracting of goods and services, either directly or through an intermediary, as well as for bidders and contractors entering into contracts with BogotáBio:

- Execute acts or contracts with third parties for their own benefit, involving the improper use of institutional information, conflicts of interest, or acts of competition with BogotáBio;
- Submit proposals, enter into and execute contracts through spouses, permanent partners, or relatives up to the fourth degree of consanguinity, second of affinity, or first civil degree, when dealing with administrators or workers of BogotáBio at the executive or managerial levels, either directly or indirectly, or as a member of a consortium or temporary joint venture acting as a proponent, or when in the aforementioned kinship conditions with any of the partners of legal entities with which contracting is intended;
- Offer or receive remuneration, gifts, invitations, or any other type of compensation or bribe of

- compensation in cash or in kind from any individual or legal entity for one's own benefit or that of a third party;
- d) Submit a proposal or enter into service provision or outsourcing contract with individuals or legal entities whose legal representatives or shareholders have been employees of BogotáBio and have received or are receiving labor compensation, during the latest four (4) years following the termination of the employment relationship;
 - e) Make use, for one's own benefit or that of a third party, of any information known by reason of performing their duties, related to the contracting of the required goods or services;
 - f) Interfere in the evaluation, bidding, negotiation, and award process, understood as actions aimed at obtaining information on the progress of assessments or any behavior that tends to influence or hinder the outcome of the process; and
 - g) Act in any disloyal manner in relation to BogotáBio, when dealing with bidders and contractors directly or indirectly.

Legal representatives, attorneys, and, in general, any employee of BogotáBio, as well as bidders, contractors, and all individuals who work or provide services to them, must refrain from participating, either personally or through an intermediary, in BogotáBio's contracting activities if they are subject to any situation that would imply a conflict of interest. Conflict of interest is defined as a situation in which a person, by virtue of his/her activity, faces different alternative courses of action regarding direct and incompatible economic interests, none of which he/she can prioritize in accordance with his/her legal or contractual obligations.

Note 1. The recipients of this section must provide in writing justification for the impediment they are facing.

CHAPTER 2 THE CONTRACTUAL PROCESS

2.1 STAGES OF THE CONTRACTUAL PROCESS

The contractual process for the acquisition of goods, works, and services has three stages that follow a sequential order, namely:

- **Pre-contractual:** It encompasses all the management and planning activities starting from needs identification, definition of budgetary and administrative aspects beforehand, identification of goods, works, or services intended to meet the need, among others. This is the information reflected in the Institutional Execution Plan and market studies, up to when the process ends in an award or is declared void.
- **Contractual:** It includes verification of compliance with the requirements for formalization and commencement of performance, as well as the performance of the contract itself over its valid term.
- **Post-contractual:** It is the final stage of the agreement, in which, regardless of the type of contract signed by the parties, they may agree on any adjustments, revisions, acknowledgments, and transactions necessary to terminate the contract as such or to resolve any differences that may arise in the course of its performance.

2.2 PUBLICITY OF THE CONTRACTING PROCESS

The electronic publication of the acts and documents referred to in this Manual shall be carried out in accordance with legal terms, in a manner consistent with the provisions adopted by the *Colombia Compra Eficiente* program for entities with a special regime.

In terms of document management, handling of physical and electronic contract files and records shall comply with the guidelines set forth by the competent authorities.

CHAPTER 3 PRECONTRACTUAL STAGE

3.1 INSTITUTIONAL EXECUTION PLAN

BogotáBio will have processes for contracting and procurement planning.

As part of the contracting planning process, BogotáBio must prepare an annual Institutional Execution Plan, which must:

- (i) Specify the criteria for planning the Company's needs
- (ii) Identify the needs for goods, works, and services, estimated values, and estimated start dates of contractual processes
- (iii) Consider the rules and conditions set forth in the Agreement for the treasury management of the contribution made by the District Financial Health Fund (FFDS, for the Spanish original) and the District Agency for Education, Science, and Technology (Atenea, for the Spanish original) to the Vaccine Production Technology Development Center - BogotáBio S.A.S., signed between the District Secretary of Finance - District Treasury Directorate - and the Company BogotáBio S.A.S. on December 11, 2023, or any subsequent amendments or substitutions.

The Institutional Execution Plan may be updated to include new needs for goods, works, and services.

This stage involves the planning that must be taken into account to initiate a contractual process. It involves the following steps:

1. Identify the need.
2. Procedure for Requests and Selection Modalities
3. Preliminary Studies
4. Quotation, offer, or proposal

3.2 IDENTIFICATION OF THE NEED

It consists of identifying the goods, works, or services that BogotáBio requires in terms of quantity, quality, and other technical specifications and conditions. Such need must be included in the Institutional Execution Plan.

3.3 SELECTION METHODS

Contractors for BogotáBio will be selected in accordance with the following selection modalities:

MODALITY	ASSUMPTIONS	Authorization
Public Request for Offers	Amounts equal to or greater than USD 1,000,000	Shareholders' Meeting
Private Request for Proposals	Amounts between USD 500,000 and USD 1,000,000	Board of Directors
Request for Single Offer	Up to an amount of USD 499,999, under the assumptions indicated in section 3.6.3	Chief Executive Officer

Note: Regardless of the contractor selection method, the market survey and preliminary studies indicated in section 3.4 of this document must be carried out, ensuring a transparent and competitive selection process.

3.4 PRELIMINARY STUDIES

3.4.1 Market Survey

For the purpose of determining the estimated value of the contract, a study must be conducted to analyze the market, taking into account the legal, technical, and financial characteristics and conditions of the goods, works, or services to be contracted.

The Market Survey will be prepared by the department where the need arises and will be based on market studies or research, which must take into account market conditions, taxes, and costs for adjustments and unforeseen events. To carry out the Market Survey, quotations, databases, information from other similar procurement processes, historical price information, or any other relevant information may be used.

- **Quotations:** multiple suppliers will be sought to quote under equal conditions, clearly and promptly informing the technical conditions of the purpose of the contract, including:
 - Purpose of the contract.
 - Form of payment.
 - Specifications and required technical conditions. These must establish the quantities, units of measurement, and other descriptions to take into account.
 - Minimum valid term of the quotation.
 - Contract performance deadline.
 - Place of performance.
 - Indication of prices with VAT and other itemized applicable taxes.
 - Insurance policies to be requested for contract performance.
- **Database review** (via Secop, the entity's website, or any other platform defined for this purpose), where prices of similar goods or services will be verified based on their purpose and technical conditions.

3.4.2 Preliminary Study

The Preliminary Studies must include the following aspects:


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MIN. DE JUSTICIA 2035 (1994) MIN. OF JUSTICE 2035 (1994)

- a) The description of the need that BogotáBio intends to satisfy through the contract.
- b) Description of the object to be contracted, along with its specifications.
- c) Contractor selection method
- d) Type of contract to be executed.
- e) The estimated value of the contract, based on the Market Survey.
- f) Supporting arguments for the requirement to provide guarantees aimed at covering damages of a contractual or non-contractual nature resulting from the breach of the offer or contract, as appropriate.
- g) Analysis of the need to process authorizations, licenses, or permits to initiate the contracting process.
- h) Analysis of the need for project oversight or supervision.
- i) **Indication of the need to obtain** authorization from the Board of Directors or the General Shareholders' Meeting, in accordance with the rules established in the Bylaws of BogotáBio.

3.5 TERMS OF REFERENCE

3.5.1 Minimum Content of the Terms of Reference

For competitive selection modalities, the Terms of Reference (ToR) must be prepared based on the Preliminary Studies and must contain clear, objective, and complete rules. The ToR must include:

- a) **Contract Identification:** Specify the project name, source, expense category, applicant, and place of performance.
- b) **Justification:** Specify the need or needs to be met through the contract and their relationship with the Institutional Execution Plan.
- c) **Purpose:** The purpose of the contract must be stated clearly and precisely, and it must be consistent with the justification, as well as the specifications or minimum characteristics of the goods or services to be contracted, if applicable.
- d) **Schedule** of the contracting process
- e) **Activities/obligations of the parties:** Indicate the activities that must be carried out for the proper fulfillment of the purpose and achievement of the results.
- f) **Expected results and products:** They should specify the mechanism through which the purpose of the contract is measured, to serve as a means for monitoring and controlling the performance of the activities and purpose of the agreement. They must be numbered and correspond directly to the activities or obligations set forth.
- g) **Price and form of payment:** It specifies the contract value and payment method, as well as the amounts and frequency of the payments or disbursements, in accordance with the Market Survey; as well as any Advance Payment or Prepayment, based on the justification contained in the Preliminary Studies.

Any proposed Advance Payments and Prepayments must include a technical justification.

- h) **Duration:** Specify the contract performance period.
- i) **Stages of the process:** The ToR will indicate the stages of the selection process, in accordance with the selection modality and the purpose of the contract. Pre-qualification mechanisms may be included in order to form a limited list of bidders for one (shortlist) or several (multi-use list) processes, and negotiation, taking into account the characteristics and the purpose of the contract.
- j) **Requirements for bids and evaluation criteria,** in accordance with the principle of objective selection.
- k) **Required guarantees and warranties** for the selection process and/or contract performance, in accordance with the purpose of the contract
- l) **Monitoring mechanisms:** Specify whether monitoring will be carried out internally or through a contract supervisor. If it is to be monitored internally, the position suggested for conducting the supervision must be specified.
- m) **Draft** of the contract and technical annexes, if applicable.
- n) **Formats:** forms for the preparation of the bids that are deemed necessary.

3.5.2 Amendment of the Terms of Reference

If it is necessary to modify the Terms of Reference during the selection process, an Addendum will be prepared containing the respective modification, which will be brought to the attention of the interested parties in accordance with the applicable procedure, depending on the selection modality in question.

3.6 SELECTION METHODS

3.6.1 Public Invitation

When the budget for the good, work, or service exceeds the amount of USD 1,000,000, a Public Invitation will be issued, through which interested parties will be invited, on equal terms, to submit their bids, and BogotáBio will select the most favorable bid, in accordance with the procedures outlined below.

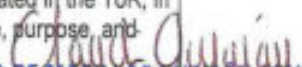
	Procedure	Opportunity
1.	Identification of the need to be met in the Institutional Execution Plan or a request to update the Plan to include said need.	
2.	Submit the contracting request and prepare the Market Survey and Preliminary Studies.	
3.	Preparation of the Terms of Reference	
4.	Request and obtain corporate authorizations to initiate the Public Invitation, when applicable	
5.	Publication of the ToR and Preliminary Studies on the SECOP and on the BogotáBio website.	At least 10 business days prior to the closing date
6.	Reception of comments on the Terms of Reference	Within the deadline stipulated in the ToR
7.	Preparation of responses to submitted comments and publication	Within the period indicated in the ToR
8.	Prepare and publish any Addenda	Before the deadline established in the ToR
9.	Closing of the Public Invitation and deadline for submitting proposals	On the date set forth in the ToR

		accordance with the nature, purpose, and amount of the contract.
10.	Evaluation of proposals, sending out requests for clarification, and evaluation of responses to clarification requests, in accordance with the requirements and criteria indicated in the ToR	Within the time frame indicated in the ToR, in accordance with the nature, purpose, and amount of the contract.
11.	Publication of the evaluation report and determination of the order of eligibility	On the date specified in the ToR
12.	Negotiation with the bidder with the highest eligibility ranking, if indicated in the ToR, considering the nature, purpose, and amount of the contract. If an agreement is not reached with the top ranking eligible bidder within the deadline specified in the ToR, BogotáBio may invite the second-ranked eligible bidder to negotiate, and so on.	Within the terms specified in the ToR
13.	Preparation and publication of the award act, or of the notice declaring the process void	On the date of its issuance or at the latest within the following 3 business days
14.	Preparation of the contract draft and publication	After the award, within the deadlines specified in the ToR
15.	Review and approval of guarantees	Within the period indicated in the ToR
16.	Send a copy of the contract and the guarantees to the internal or external contract supervisor	

3.6.2 3.6.2 Private Request for Offers

When the budget for the goods, works, or services is between USD 500,000 and USD 1,000,000, a Private Request for Offers will be carried out by inviting a minimum of three (3) individuals or legal entities, national or foreign, identified in the Preliminary Study, to participate in the selection process. The request will be made by sending an invitation by email to each interested party, and it will be published on the SECOP and on the Company's website.

	Procedure	Opportunity
1.	Identification of the need to be met in the Institutional Execution Plan or a request to update the Plan to include said need.	
2.	Submit the contracting request, verify budget availability and prepare the Market Survey and Preliminary Studies.	
3.	Preparation of the Terms of Reference for the Private Request for Offers	
4.	Require and obtain the authorizations to initiate the Private Request for Offers, when applicable	
5.	Invitation to the individuals identified in the Preliminary Study and publication on the SECOP and BogotáBio website of the ToR and the Preliminary Studies.	At least 5 business days prior to the closing date
6.	Reception of comments on the Terms of Reference	Within the deadline stipulated in the ToR
7.	Preparation of responses to submitted comments and publication in the SECOP	Within the period indicated in the ToR
8.	Prepare and publish any Addenda in the SECOP	Before the deadline established in the ToR
9.	Closing of the Private Request for Offers and deadline for submitting proposals	On the date set forth in the ToR, in accordance with the nature, purpose, and amount of the contract.
10.	Evaluation of proposals, sending out requests for clarification, and evaluation of responses to clarification requests, in accordance with the requirements and criteria indicated in the ToR	Within the time frame indicated in the ToR, in accordance with the nature, purpose, and amount of the contract.


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 MIN. DE JUSTICIA 2025 (1994) MIN. OF JUSTICE 2025 (1994)

11.	Publication in the SECOP of the evaluation report and determination of the order of eligibility	On the date specified in the ToR
12.	Negotiation with the bidder with the highest eligibility ranking, if indicated in the ToR, considering the nature, purpose, and amount of the contract. If an agreement is not reached with the top ranking eligible bidder within the deadline specified in the ToR, BogotáBio may invite the second-ranked eligible bidder to negotiate, and so on.	Within the terms specified in the ToR
13.	Preparation and publication of the award, or notice declaring the process void, in the SECOP	On the date of its issuance or at the latest within the following 3 business days
14.	Preparation of the contract draft and publication	After the award, within the deadlines specified in the ToR
15.	Review and approval of guarantees	Within the period indicated in the ToR
16.	Send a copy of the contract and the guarantees to the internal or external contract supervisor	

3.6.3 Single Offer Selection

When the procurement budget for the goods or services is equal to or less than the amount of USD 499,999, a Market Survey (in accordance with the provisions of section 3.4.1) must be prepared. The company may submit a Request for Single Offer to one (1) individual or legal entity, national or foreign, who meets the requirements set forth in the Preliminary Study.

In the Selection of a Single Offer, it is not necessary to obtain a plural number of offers, as long as the contractor demonstrates the suitability, experience, and capacity conditions related to the purpose of the contract.

Similarly, a Request for a Single Offer can be submitted regardless of the amount in the following cases:

- a) When a Public Invitation or Private Offer Request procedure has been carried out previously and has been declared void.
- b) In the case of contracts whose purpose is related, complementary, dependent, or inherent to a main contract that was signed previously.
- c) If there is no plural number of bidders in the market providing that good or service. It shall be deemed that this circumstance is proven, among others, when only one (1) holder of industrial property rights or copyright, or exclusive supplier for the market is identified.
- d) In the case of *intuitu personae* contracts, that is, when contracts are entered into in consideration of the personal qualities of the proponent.
- e) In the case of agreements related to loans or savings or checking accounts.
- f) In the case of inter-agency contracts or agreements.
- g) In the case of contracts for professional services and management support.
- h) In the case of lease, loan, or donation contracts.
- i) In the case of goods or services to be acquired from any of the Class B Shareholders, their parent companies, subsidiaries, or other related companies.
- j) Special Cooperation Agreements for the development of scientific and technological activities.
- k) Memorandums of understanding and framework collaboration agreements.
- l) Acquisition of supplies for the production and packaging of biological products, provided that it is determined that there is a supplier that can meet the Company's needs.
- m) Acquisition of real estate properties.

- n) Acquisition of spare parts or accessories for the maintenance, repair, updating, support, or training required for the normal operation of equipment, machinery, elements, or systems of BogotáBio, provided that the Preliminary Study supports the suitability of the supplier and the reasons why it is selected directly.
- o) Airline tickets and other means of transportation.
- p) Lodging and travel-related expenses.
- q) Registrations for courses, seminars, conferences, exhibitions, and other events related to the Company's activities.
- r) Editing, translation, and publishing services.

Note 1: Contracting of public utilities, including telephone and Internet services, shall be carried out without the need for the issuance of a contract by BogotáBio, without prejudice to the fact that the conditions for the provision of the service are set out in a standard conditions contract or in the telecommunications service provision contract, as appropriate. This same provision shall apply to the acquisition of goods and services through electronic platforms (marketplaces) and in large retail stores.

Note 2: In the Selection of a Single Offer the requirement for guarantees will not be mandatory, unless the Preliminary Study determines its convenience based on the nature and amount of the contract.

The Request for a Single Offer shall be carried out in accordance with the following procedure:

	Procedure
1.	Identification of the need to be met in the Institutional Execution Plan or a request to update the Plan to include said need.
2.	Submit the contracting request, verify budget availability and prepare the Market Survey and Preliminary Studies.
3.	Request and obtain the applicable corporate authorizations.
4.	Preparation of the contract draft
5.	Send out invitation to submit a proposal
6.	Receipt of the proposal
7.	Preparation of the contract draft
8.	Review of the proposal and contract draft with the bidder
9.	Publication and signing of the contract
10.	Review and approval of guarantees
11.	Send a copy of the contract and the guarantees to the internal or external contract supervisor

CHAPTER 4 CONTRACTUAL STAGE

4.1 CONTRACT CLASSES

According to the principle of private autonomy and the rules of private law, BogotáBio will be empowered to enter into all types of contracts, whether typical or atypical, named or unnamed.

4.2 FORMALIZATION

Contracts shall be deemed to have been formalized when an agreement is reached on the purpose and consideration, and any formalities prescribed by law for contract formalization have been met.

For the performance of the contract, compliance with the provisions of Article 23 of Law 1150 of 2007 will be required.

It will be understood in all contracts that performance will only begin once these requirements have been fulfilled, unless the draft specifies that its performance requires compliance with other additional requirements and/or the signing of a commencement record.

Once the requirements for formalization, legalization, and performance of the contract are complete, the Contracts and Agreements Group will process its publication in the SECOP and send a copy to the internal or external contract supervisor to start their monitoring and control duties, with the rest of the documentation remaining in the Contracts and Agreements Office, which is responsible for its safekeeping and custody.

4.3 COMMENCEMENT OF PERFORMANCE

For the commencement of contract performance, the approval of the performance bond will be required, if agreed upon; the availability of the corresponding resources must be verified, as well as the signing of the performance commencement record, if agreed upon.

4.4 SUPERVISION AND MONITORING OF CONTRACT PERFORMANCE

In the development of the principle of accountability, BogotáBio will continuously monitor the proper performance of the contract through an internal or external contract supervisor.

The contract monitoring covers administrative, technical, financial, accounting, and legal aspects and must comply with the provisions of the contract itself, taking into account the actions and documents that have taken place in the contractual process, in accordance with applicable regulations.

Supervision or monitoring tasks shall commence upon the formalization of the contract subject to oversight and shall conclude with its final settlement.

4.4.1 Internal Supervision

The internal supervisor is an employee of BogotáBio or an individual engaged through a service provision contract, who performs the duties assigned under this rule regarding a particular contract.


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is appointed by the Chief Executive Officer. This appointment is mandatory and must be accepted by the contractors.

4.4.2 External Contract Supervisor

Supervision is performed by a consultant specifically selected for the monitoring and control of a contract. When BogotáBio deems it appropriate, due to the nature of the main contract, technical conditions, specialized knowledge requirements, complexity, or scope, it may contract the oversight services with an individual or legal entity, to control, monitor, and supervise the development of a contract to ensure its correct performance and compliance.

4.4.3 Functions of the internal or external supervisor

- (i) Monitor and issue the necessary requests for the contractor to meet all the established requirements to initiate contract performance.
- (ii) Sign the Commencement Record, when required in the contract text, clearly and expressly indicating the start date.
- (iii) Provide the contractor with all the information required for the proper performance of the contract or purchase order.
- (iv) Act as a contact person between the Contractor and BogotáBio.
- (v) Perform monitoring and control during the performance and settlement (if required) of the contract or agreement, through periodic verification of compliance with the obligations and activities incumbent upon the contractor.
- (vi) Adopt measures to ensure the performance of the purpose of the contract, and provide instructions to the contractor for its full compliance with its obligations, as well as make timely requests for any information deemed necessary.
- (vii) Verify compliance with the purpose, scope, technical specifications, quantity, quality and other conditions stipulated in the contract, and document in writing whether the acquired goods, works, or services meet the required technical specifications; otherwise, proceed to return them.
- (viii) For the acquisition of goods, verify their delivery to BogotáBio and attach to the corresponding supervision report the received to satisfaction record.
- (ix) Issue approvals on the contractor's invoices and/or bills for their corresponding payment and/or disbursement resulting from the performance of the purpose of the contract.
- (x) Prepare monitoring reports on the progress made and compliance with contractual obligations.
- (xi) Recommend and request the signing of amendments with sufficient time in advance, including justification of the reasons on which it is based.
- (xii) Record all activities performed in writing. The orders and instructions issued must be strictly followed provided they are in accordance with this Manual and the contract.

- (xiii) Keep BogotáBio informed of events or circumstances that may constitute acts of corruption classified as punishable behaviors, or that may jeopardize the fulfillment of the contract or purchase order or service, or when such non-compliance occurs.
- (xiv) Request the imposition of the penalties provided for in the contract or purchase or service order, for the breach of obligations by the contractor, attaching evidence of the alleged breach and the notices given to the contractor urging compliance.
- (xv) Maintain a file in chronological order of the contract documents and all correspondence generated.
- (xvi) Ensure the timely fulfillment of the obligations assigned to BogotáBio, process payments to the contractor as quickly as possible, and in accordance with the terms agreed upon in the contract.
- (xvii) Prepare and sign the final report. Said report must be provided when it is necessary to settle a contract, purchase order, or service.
- (xviii) Prepare the settlement record for the contract or purchase or service order, when applicable.

4.4.3.1 Prohibitions on delegating the supervision function

Anyone who has been appointed as a supervisor or as support for the supervision of a contract or agreement is expressly prohibited from delegating such functions to third parties.

4.4.3.2 Duration of internal or external contract supervision

The internal or external supervisor will monitor performance and compliance with the purpose of the contract throughout the stipulated term and even until its settlement, if required.

4.4.3.3 Prohibitions for internal or external supervisors

- (i) Any BogotáBio employee or contractor who is involved in any of the causes for disqualification, incompatibility, or conflict of interest regarding the contractor must not act as a supervisor or support in the supervision.
- (ii) Use the goods or services delivered under ownership or for use by BogotáBio in connection with the contract or agreement for personal gain or for third parties.
- (iii) Exonerate the contractor from its obligations, or unilaterally change the terms of the contract.
- (iv) Authorize the performance of any items other than those stipulated in the contract or agreement.
- (v) Grant additional time for the performance of the contract or agreement.
- (vi) Resolve differences or settle disputes.

4.5 CONTRACTUAL MODIFICATIONS

Any amendment, addition, or extension of the contract must be made by written agreement between the Parties.

It must be requested and completed before the end of the term or before making any adjustments to the contract. In any case, an extension of the guarantees provided for in the contract will be required, in accordance with the scope of the corresponding amendment.

Any amendment to the contract will require: (i) Request from the Supervisor or Inspector with justification of the change in question; (ii) report on the status of contract performance; (iii) contractor's offer, when the amendment includes new obligations or scopes.

Changes to the contract must comply with the applicable regulations; be properly justified, and meet the corresponding requirements for formalization, execution, and legalization.

4.6 SUSPENSION

If circumstances arise that make it impossible to perform the contract, such as force majeure or fortuitous events, or if during the contractual term circumstances beyond the contractor's or BogotáBio's control occur, preventing the fulfillment of contractual obligations, the parties may, by mutual agreement, suspend the contract's performance.

This suspension will be made effective by the signing a suspension agreement between BogotáBio, the contract supervisor, and the contractor, detailing the circumstances and reasons that led to the suspension, as well as its duration, presenting in detail the reasons that motivated such decision and the period during which the contract is suspended.

Once the events that led to the suspension of the contract have been overcome, BogotáBio, the contractor, and the supervisor must sign the contract restart minutes, and the supervisor will require the contractor to inform the insurance company and adjust the valid term of the guarantees, if applicable.

4.7 ASSIGNMENT

The contractor may not assign the Contract without the prior written authorization of BogotáBio.

Upon receipt of the contractor's request for assignment, the contract supervisor must issue his/her opinion and recommendation and send it to the expense controller along with the contractor's request and other supporting documents.

BogotáBio, the contractor, the assignee, and the contract supervisor shall sign the contract assignment record, and the assignee shall process the issuance of the performance bond as appropriate.

CHAPTER 5 POST-CONTRACTUAL STAGE

5.1 SETTLEMENT

Contract settlement is the act by which BogotáBio and the contractor carry out a comprehensive financial balance of the financial obligations arising for each party during contract performance.

Contract settlements will be carried out at the discretion of BogotáBio, when required and contractually agreed upon. Under all circumstances, the bilateral settlement of contracts shall be carried out within a maximum period of six (6) months following the termination date.

The settlement record shall contain the adjustments, reviews, acknowledgments, agreements, reconciliations, and transactions reached by the parties to terminate the contract, and, if applicable, any pending obligations at the time of contract termination.

Subsequently, no balances due may be declared. If applicable, the contractor shall be required to extend the guarantees provided for in the contract in order to secure the obligations that arise once it has concluded.

CHAPTER 6 CONTRACTUAL DISPUTE RESOLUTION

When disputes arise in any contractual process, the contracting parties may directly, promptly, and swiftly resort to alternative dispute resolution mechanisms (ADR) such as conciliation, direct settlement, and transaction.

6.1 ALTERNATIVE DISPUTE RESOLUTION MECHANISMS (ADR)

They are instruments that BogotáBio and private parties have at their disposal to resolve directly, swiftly, efficiently, and effectively, and with greater cost-effectiveness, any disputes arising during and on the occasion of the signing, development, performance, termination, and settlement of the contracts they enter into, without resorting to the competent jurisdiction, ultimately reserving the right to access the administration of justice for this purpose.

6.2 CLASSES OF ADRs

6.2.1 Direct Settlement

Through this mechanism, the parties seek directly and without intermediaries a fair, adequate, and proportionate solution within the specific conditions of their contractual relationship, taking into account the circumstances of time, manner, and place that have arisen during contract performance and the behavior of the parties.

6.2.2 Transaction

According to Article 2469 of the Civil Code, a transaction is "(...) a contract in which the parties extra-judicially settle a pending dispute or prevent a potential dispute." Through the transaction, the parties involved in a dispute agree directly on how to resolve it - making reciprocal concessions - by their own will and not by the imposition of a third party.

a third party.

6.2.3 Arbitration

According to Article 1 of Law 1563 of 2012, arbitration is an alternative mechanism for conflict resolution through which the parties defer to arbitrators the resolution of a dispute concerning matters of free disposition or those authorized by law.

Note: For the inclusion of arbitration clauses, the provisions of Directive 022 of 2018 of the District Legal Secretary must be taken into account "*Criteria for the appointment of arbitrators and the inclusion of arbitration clause in contracts of the Capital District*" or any directive that modifies or replaces it.

6.2.4 Conciliation

Conciliation is an alternative dispute resolution method through which two or more parties manage the resolution of their differences themselves, with the assistance of a neutral and qualified third party, referred to as a conciliator, before whom all matters capable of transaction, withdrawal, and those expressly determined by law may be discussed.