MISION NAVAL LOGISTICA EN EE.UU. DE AMERICA
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PRIVATE BID
Nº 32 / 2021
TERMS, CONDITIONS & FORMS

Contracting Entity: ARGENTINA NAVAL LOGISTICS MISSION IN THE UNITED STATES OF AMERICA – Acquisitions Operational Unit 038/40

File No: 1 00 008

Bidding Purpose: "Procurement of Marine Gas Oil for Training Ship Frigate A.R.A. "Libertad" at the ports of Valparaíso (Republic of Chile), El Callao (Republic of Perú) and Punta Arenas (Republic of Chile)".

Bid Submission Location: ARGENTINE NAVAL LOGISTICS MISSION IN UNITED STATES OF AMERICA – 630 Indiana Ave. NW, Washington, D.C., 20004, U.S.A.

Bid Submission and Deadline: Bids can be submitted by mail, fax, e-mail or in person at the Argentine Naval Logistics Mission**,** 630 Indiana Ave. NW, Washington D.C. 20004, **and will be accepted by the contracting entity up to ONE (1) hour before the Bid Opening Act scheduled time.**

Bid Opening Location: ARGENTINE NAVAL LOGISTICS MISSION – 630 Indiana Ave. NW, Washington, D.C. 20004, USA.

Date and Time of Bid Opening: July 22, 2021 at 10:00 am (Eastern Time)

Ports of Delivery: Valparaíso (Republic of Chile)
El Callao (Republic of Peru)
Punta Arenas (Republic of Chile)

ARGENITNE NAVAL LOGISTIC MISSION IN THE UNITED STATES OF AMERICA
ACCOUNTING & FINANCES DEPARTMENT

FERNANDEZ BLANCO Guillermo Aaron
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GUILLERMO FERNANDEZ BLANCO
COMMANDER, SUPPLY CORPS
DEPARTMENT HEAD

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ANNEX I
BIDDING TERMS AND CONDITIONS

ARTICLE 1. LEGAL REGULATIONS
Should an issue not covered by this document arise, the following current regulations in Argentina will apply Decree 1023/2001 and its implementations. These regulations are available at the following websites: www.argentinacompra.gov.ar and www.infoleg.gov.ar, they can also be viewed at the Acquisitions Operational Unit 038/40 of the Argentine Naval Logistics Mission in the United States of America, located at 630 Indiana Ave. NW, Washington D.C. 20004, USA.

ARTICLE 2. BIDDING PURPOSE
This demand for quotations is implemented for the "Procurement of Marine Gas Oil for Training Ship Frigate A.R.A. "Libertad" at the ports of Valparaíso (Republic of Chile), El Callao (Republic of Perú) and Punta Arenas (Republic of Chile)".

ARTICLE 3. TECHNICAL SPECIFICATIONS
Offers that do not meet the requirements listed in **Annex IV** shall be dismissed with no rights of claims from the bidder.

ARTICLE 4. OBTAINING BIDDING TERMS INFORMATION AND DOCUMENTS FOR BIDDING
Bidding terms and conditions can be viewed and picked up Monday through Friday, from 8:00 am until 12:00 pm (Eastern Time), at the Acquisitions Operational Unit 038/40 of the ARGENTINE NAVAL LOGISTICS MISSION located at 630 Indiana Ave. NW, Washington D.C. 20004, USA, Telephone No. (202) 626-2170. They will also be available at our website: www.argnavallogistics.us or can be requested to the e-mail address: contratacionesmnla@yahoo.com.ar

ARTICLE 5. COMMUNICATIONS
All communications from interested parties, bidders, or awardees shall be carried out exclusively with the Argentine Naval Logistics Mission.
Inquiries may be done in person at the Mission at 630 Indiana Ave., N.W. Washington D.C. 20004; by e-mail at contratacionesmnla@yahoo.com.ar; by telegram or by certified mail to the Argentine Naval Logistics Mission, located at 630 Indiana Ave. NW, Washington DC. 20004. USA.

ARTICLE 6. SUBMISSION OF BIDS
Considering the experience of bidding acts performed in this Argentine Naval Logistics Mission in the United States of America and customary procedures, bids may be submitted in an original format, in a sealed, unmarked envelope, with no signatures, legends or markings of any kind that would allow identification of the bidding company. The file number and the time of the bid opening should be clearly stated in the envelope. Bids must be submitted under one of the following ways:

a. In person at the Argentine Naval Logistics Mission in the United States, located at 630 Indiana Ave, NW, Washington DC. 20004. USA.

b. By e-mail at justbidsmnla@yahoo.com

This email address will be used exclusively for bid submission, and not for any other means or concerns. The offer may not be modified after the deadline and no alterations will be allowed.

ARTICLE 7. REQUIREMENTS FOR BID SUBMISSION

Bids shall be in compliance with the following requirements:

a. Bids must be completed in the **Request for Quotation Form (Annex III)** and **Technical Specifications (Annex IV)** attached to the List of Terms and Special Conditions.
b. Regardless of the method of presentation, the bid must have been delivered to the office of the contracting entity up to **ONE (1) hour prior to the Opening Act.**
c. The bid must be submitted in English or Spanish, and in U.S. Dollars.
d. In the case of presenting the bid at the Argentine Naval Logistics Mission, the bidder must present a sealed envelope, box or package, indicating the specific bid quoted, and the opening/submittal date.
e. The specific bid quoted must be clearly stated on the sealed envelope or package.
f. The corrections or alterations to the documents must be properly acknowledged and justified at the bottom of the bid then signed by the bidder. Otherwise, the altered and/or corrected sections will be considered invalid.
g. The submission of the bid implies that the bidder acknowledges the terms and conditions and accepts the rules of the bidding act.

ARTICLE 8. DOCUMENTS TO BE SUBMITTED WITH THE QUOTATION

a. Complete the attached quotation form (**Annex III) all pages signed,** with the corresponding economic offer, as set out in Article 7 of this document.
b. If requested by the end user, the bidder must provide technical literature and manufacture specifications of the material offered. In the case that this request is made after the opening date of the bid, the supplier must comply within 72 hours from the first business day after the notification, otherwise, the offer will be voided.
c. All technical documents required in the technical specifications **(Annex II and Annex IV)** included in the List of Terms and Special Conditions.
d. Bids that are not signed by authorized company personnel must have the corresponding documentation attached stating that the bidder is a legal representative for all the processes of the present bidding act.
e. If the quote requires payment in advance it must be so specified on the bid sheet and anticipate the type of guarantee according to Article 19.
f. The bidder should provide a commercial/business address in order to receive the notifications sent by the buyer. Nevertheless, notifications can be made through other channels of communications, such as e-mail, fax, etc.

ARTICLE 9. BID QUOTATION CONTENT

The bid quotation form should include**:**

a. The unit price in numbers, expressed in U.S. dollars, always referring to the unit of measure stated in the bid invitation, and the **total amount of the proposal, in letters and numbers**.
b. In the event that the total amount quoted for each line does not correspond to the unit price, the latter will be taken exclusively as the quoted price. The quote must include brand, model, manufacturing year, National Stock Number (NSN) Part Number (when applicable), and quality standards that the items comply with.
c. The quotation bid shall include handling and freight charges required for delivery to the shipping office or desired location requested.
d. A discount on the price will be accepted, for the total of lines, or for a group of lines, based on the bidding quote.
e. Alternative offers will be accepted as an option with its terms and documents, always based on the Terms and Conditions that govern the present contract.
f. In case a mistake is encountered, either on a line or in the total amount of the quote, the unit price will be considered valid.
g. The quoted price will be considered unique, fixed and invariable during the selection of the bidding process as well as for the contracted period.

ARTICLE 10. BID SUBMISSION
Regardless of the format of bid submission, all offers received will be securely kept in the Mission's Department of Accounting and Finance until the day and time of the bid opening.

ARTICLE 11. HONORING OFFER TERMS
The bidder should honor the offer up to SIXTY (60) calendar days starting from the Bid Opening date. If TEN (10) calendar days prior to the mentioned deadline the bidder does not notify in writing that he/she is not willing to renew the offer, it will automatically be considered renewed for a term equal to SIXTY (60) calendar days and so on. The bidder can state as well as manifest in the quote that he will not renew the offer, or that he will maintain it for a certain quantity of periods or days.

ARTICLE 12. SPARE PARTS
Not applicable.

ARTICLE 13. GUARANTEE OF MATERIAL AND/OR SERVICES
The Marine Gas Oil to be supplied and the delivery time must be guaranteed by the supplier.

ARTICLE 14. EXPLANATIONS PRIOR TO BID OPENING
Before the beginning of the bid opening, the interested parties may request from the contracting entity's office all additional information and explanations deemed necessary up to SEVENTY-TWO (72) business hours prior to the bid opening. This exchange of information will be allowed and the requests satisfied as long as the equal bases are not altered.
The Contracting Entity reserves the right to modify the present document by means of an explanatory or modifying notice up to TWENTY FOUR (24) business hours before the bid submission.

ARTICLE 15. BIDS OPENING
Bids opening will start at the place, day and hour assigned, Opening minutes will be recorded.
a. All interested parties may be present at the time of the opening.
b. Offers will be accepted by the contracting entity up to ONE (1) hour prior to the opening act, hence no late offers will be accepted under any circumstances, even if the opening has not yet started, as stated in Articles 6 & 7 of the terms.
c. If the scheduled date for the bids opening falls on a non-working day, the opening will take place the following business day at the originally scheduled time.

ARTICLE 16. BID REJECTION
Situations that will cause rejections:
a. If the bid is not signed by the bidder.
b. If it is written in pencil or any other mode that allows alteration.
c. If the bid is offered with conditions, that will deem them invalid.
d. If it has scratches or corrections in fundamental sections such as "price", "quantity", "maintenance time", "shipping time", or any other section of the contract that has not been properly acknowledged.
e. If it differs from the Terms and Conditions of the regulations that govern this bid, or if it impedes the exact comparison with all other offers.
f. If the price quoted is not accurate or unreasonable.

ARTICLE 17. TIE BREAK BIDS
The affected bidders will be invited to submit a price negotiation in writing within a deadline set accordingly. If a tie still persists a public drawing will take place at a date and time fixed.

ARTICLE 18. GUARANTEE
According to the local usage customs and in accordance with Article 31 of the Decree Nr. 1023/01, the awardee will not be required to submit and/or constitute a warranty unless the selected method is "Advanced Payment", in which case a counter guarantee will be required.
Notwithstanding the above, all bidders and awarded contractors are obligated to deposit the guarantee amount requested by the contracting entity, without any right to make a claim before the payment.

ARTICLE 19. SUBMISSION OF COUNTER GUARANTEES
In case that a bid is accepted with payment in advance a counter guarantee must be presented within TEN (10) days after the acknowledgment of the purchase order. The Accounting/Legal Department will inform the bidder regarding the document to be accepted as a Counter guarantee such as Promissory Note, "Stand By" Letter of Credit or "Bonding Insurance".

ARTICLE 20. EVALUATION OF BIDS CRITERIA
Among the offers received and admitted, the award will be issued to the most convenient offer as stipulated by the Contracting Entity, this being the lowest price quoted per line, the quality and/or services complying with the conditions, Commercial history in contracting with the Argentine Naval Logistics Mission and requirements established by the Terms and Conditions Sheet and its Annexes.

ARTICLE 21. CONTRACT CLOSING
According to article 20 of the Decree 1023/2001, the closing of the contract will take place with the notification, and acceptance of the purchase order by the Awardee, which will be issued by the Contracting Entity within TEN (10) business days from the award notification date.

ARTICLE 22. CANCELLATION OF BIDS
Before the closing of the contract, the contracting entity reserves the right to cancel the call for a bid. In this case, the bidders or interested parties will not have the right to demand any compensation or indemnification.

ARTICLE 23. DELIVERY TERMS
The Marine Gas Oil supply will be performed during the Frigate "Libertad" stay in each port as specified in Annex II and III.

ARTICLE 24. FREIGHT CHARGES
The marine gas oil quoted must include shipping charges to the vessel's berth area or designated pier, as well as required permits or licenses, customs, couriers, and port charges, taxes and any other cost necessary to supply the fuel. **All these additional costs must be included in the value of the unit price quoted.** All quotes stating freight costs separately from the unit value of the item will not be considered valid by this Naval Logistics Mission.

ARTICLE 25. DELIVERY LOCATION
Deliveries of the marine gas oil must be made at the ports of **Valparaíso** (Republic of Chile), **El Callao** (Republic of Peru) and **Punta Arenas (**Republic of Chile).

ARTICLE 26. CONTRACT COMPLIANCE
The Awardee will comply with his/her obligations according to the procedures, terms, location and specifications established within the contract and/or purchase order. The corresponding terms will be effective from the first business day immediately following the date of acceptance of the purchase order or considering, when applicable, the approval of the export licenses by the U.S. State Department or Department of Commerce or the corresponding authorities of the country of origin.

ARTICLE 27. REQUEST FOR EXTENSION OF DELIVERY TIME
The request for an extension of delivery other than the stipulated in the purchase order must be submitted before the deadline explaining the reasons for the delay. The contracting entity will accept the approval of new delivery dates only when justified causes exist, although applicable penalties will still apply.

ARTICLE 28. UNFORESEEN CASES
In the case an unforeseen situation comes up which impedes the fulfillment of the contract by the awardee, he/she must notify the Contracting Entity within TEN (10) days of the promised delivery time. After this period, no unforeseen or accidental situation can be invoked.

ARTICLE 29. MARINE GAS OIL COMFORMITY RECEPTION.
The final reception will be provided within ten (10) business days. This period will start after the first business day of the delivery date or the expiration date indicated in the Terms and Conditions of the purchase order, according to Annex II, Article 6.

ARTICLE 30. INVOICES
All invoices must be acknowledged by Frigate "Libertad"s personnel and submitted to thls Naval Logistics Mission located at 630 Indiana Ave. N.W. Washington, DC. 20004 (Accounting Department).

ARTICLE 31. INQUIRIES
All inquiries related to conditions and deadlines, purchase orders and/or billing should be addressed directly with this contracting agency. The Naval Logistics Mission in the United States of America will not be responsible for information provided by different entities.

ARTICLE 32. PAYMENT TERMS
Payment terms established in the purchase order will take place for **NINETY (90)** calendar days depending on the availability of funds to pay to the suppliers. The payment process will start, once the invoice is submitted.

ARTICLE 33. PAYMENT IN ADVANCE
Bidders can offer the modality "Payment in Advance" if the selected method is indicated as a possibility in **Annex III**, in for which he/she must provide a counter guarantee (Letter of Credit or Promissory Note) for the amount of the Purchase Order as stated in Article 19 of the present Terms. This request must be presented with the invoice. The counter guarantee must meet the requirements established in Article 19 of the present terms and must be compelled for the total amount of the advance, all in agreement with Article 33.

ARTICLE 34. PAYMENT METHODS
Payment will be made by electronic bank transfer issued by the National Central Bank of Argentina (Banco Central de la Nación Argentina) to the bank account indicated by the grantee once he/she is notified of the award. He/she must provide our Accounting Department the necessary banking information. Payment will be made in US Dollars for the amount indicated on the purchase order and / or invoice. In no case, monetary update or price indexation will apply.

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ARTICLE 35. END USER CERTIFICATE

The Contractor may require the Contracting Agency to sign the End User Certificate, when required, as a condition for the State Department or Department of Commerce approval.

ARGENITNE NAVAL LOGISTIC MISSION
ACCOUNTING & FINANCES DEPARTMENT
IN THE UNITED STATES OF AMERICA

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GUILLERMO FERNANDEZ BLANCO
COMMANDER, SUPPLY CORPS
DEPARTMENT HEAD

ANNEX II
SPECIAL CONDITIONS

1. SUBJECT:

To establish the special conditions for the "Procurement of Marine Gas Oil for Training Ship Frigate A.R.A. "Libertad" at the ports of Valparaíso (Republic of Chile), El Callao (Republic of Perú) and Punta Arenas (Republic of Chile)".

2. MARINE GAS OIL TO PROCURE:

ÍTEM	ARRIVAL DATE	DEPARTURE DATE	DESCRIPTION	UM	QUANTITY	QUALITY
1	August 31, 2021	September 4, 2021	MARINE GAS OIL Delivery Port: Valparaíso – Republic of Chile	M^3	160	FN
2	October 8, 2021	October 13, 2021	MARINE GAS OIL Delivery Port: El Callao – Republic of Peru	M^3	180	FN
3	October 29, 2021	November 2, 2021	MARINE GAS OIL Delivery Port: Punta Arenas - Republic of Chile	M^3	70	FN

3.REQUIRED INFORMATION

The bid must:

3.1. Specify the fueling method (truck, barge or pipe) once it is confirmed with pier / port authorities.
3.2. Attach a certificate specifying that the Marine Gas Oil complies with the technical specifications indicated in Annex IV.

4. QUANTITY TOLERANCE

Suppliers must allow the possibility of decreasing or increasing the total amount of Marine Gas Oil to be loaded per port in an estimated 30% of the quantity stated on Article 2 of this current Annex as well as Annex III.

5. LOADING DATE

The Marine Gas Oil will be supplied during the Frigate A.R.A. "Libertad" stay in each of the ports as stated in Article 2 of this current Annex. The exact date and time will be confirmed by personnel from the Frigate A.R.A. "Libertad". In addition, suppliers must consider the possibility of supplying 72 hours prior to the estimated arrival date as well as 72 hours after the estimated departure date.

6. INSPECTION AND RECEPTION

a) The final reception will be executed by Frigate A.R.A. "Libertad"s personnel, drafting the appropriate Final Reception Act once the loading has taken place.

b) The Awardee will pay for all expenses incurred in the eventual refusal of the marine gas oil, its replacement and transportation.

7. DOCUMENTATION

The supplier must present the following documentation once fuel is delivered:

a) Purchase Order.
b) Invoice containing the following information:
   - The invoice must be made payable to:

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ARMADA ARGENTINA
Benjamín Juan Lavaisse 1195 – C.P. (C1107ALJ) – CABA - Argentina

- Details of the delivered Marine Gas Oil (Qty. and UM).
- Payment Terms.
- Delivery Date.
- File Nº: Rqto. 1 00 008.

c) Delivery receipt/acknowledgement signed by Frigate A.R.A. "Libertad"s personnel.

8. <u>TECHNICAL SUPPORT</u>.

For administrative questions please contact: **contratacionesmnla@yahoo.com.ar**

For technical questions please contact: Ruben Bolognesi – **ruben.bolognesi@argnavy.org** - 202.626.2152

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GUILLERMO FERNANDEZ BLANCO
COMMANDER, SUPPLY CORPS
DEPARTMENT HEAD

ANNEX III

REQUEST FOR QUOTATION FORM

File Nº: 1 00 008

Private Bid Nº: 32 / 21

Offerer Information:	
Company Name:	
Address:	
State:	
Zip code:	
Telephone number:	
Fax Number:	
Tax Identification Number:	
E-mail:	

Signature:……..

ITEM	UM	QUANTITY	PART NUMBER	NSN	DESCRIPTION	QUALITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE WITH DISCOUNT	TOTAL PRICE WITH DISCOUNT
1	M^3	160	N/A	N/A	MARINE GAS OIL Delivery Date: **August 31 thru September 4, 2021** Delivery Location: **Valparaíso – Republic of Chile**	FN	$	$	$	$
2	M^3	180	N/A	N/A	MARINE GAS OIL Delivery Date: **October 8 thru 13, 2021** Delivery Location: **El Callao – Republic of Peru**	FN	$	$	$	$
3	M^3	70	N/A	N/A	MARINE GAS OIL Delivery Date: **October 29 thru November 2, 2021** Delivery Location: **Punta Arenas – Republic of Chile**	FN	$	$	$	$

NOTE 1: THE MARINE GAS OIL QUOTED MUST INCLUDE SHIPPING CHARGES TO THE VESSEL'S BERTH AREA OR DESIGNATED PIER, AS WELL AS REQUIRED PERMITS OR LICENSES, CUSTOMS, COURIERS AND PORT CHARGES, TAXES AND ANY OTHER COST NECESSARY TO SUPPLY THE FUEL. **ALL THESE ADDITIONAL COSTS MUST BE INCLUDED IN THE VALUE OF THE UNIT PRICE QUOTED.**

NOTE 2: SUPPLIERS MUST CONSIDER THE POSSIBILITY OF DECREASING OR INCREASING THE TOTAL AMOUNT OF MARINE GAS OIL TO BE LOADED PER PORT IN AN ESTIMATED 30% OF THE QUANTITY STATED ON THIS CURRENT ANNEX.

Signature:……..

DELIVERY METHOD: Inidcate the delivery method for each port you are bidding. The indicated loading method must be verified and acknowledged by the port authority prior to submitting this bid.

ITEM	PORT	LOADING MODE					
1	**Valparaíso** – Republic of Chile	Truck	☐	Barge	☐	Pipe	☐
2	**El Callao** – Republic of Peru	Truck	☐	Barge	☐	Pipe	☐
3	**Punta Arenas** – Republic of Peru	Truck	☐	Barge	☐	Pipe	☐

PAYMENT TERMS: ☐ NET 90 DAYS - Refer to Article 32 for payment terms and conditions.

OBSERVATIONS:……

DELIVERY LOCATION: .....

TOTAL AMOUNT (PRINT): .....

TOTAL AMOUNT WITH DISCOUNTS (PRINT):.....

Signature:……..

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ANNEX IV
TECHNICAL SPECIFICATIONS

CHARACTERISTICS		UNIT	VALUE	METHOD
Density at 15ºC		gr/ml	0,805-0,866	ASTM D-1298 / IRAM 6505
Colour – Maximum			3	ASTM D-1500 / IRAM A 6548
Corrotion on Copper 3 Hs. at 100ºC-Maximum			1	ASTM D-130 / IRAM A 6533
Sulphur – Maximum		gr/100gr	0,25	ASTM D-129 / IRAM A 6516
Distillation	10% - Maximum	ºC	238	ASTM D-86 / IRAM A 6600
	50% - Maximum	ºC	285	
	90% - Maximum	ºC	360	
	Dry Point – Maximum	ºC	385	
	Performance - Minimum	ml/100ml	98	
	Residual and Losses – Maximum	%vol	2	
Flash Point – Minimum		ºC	60	ASTM D-93 / IRAM A 6539
Cold Point – Maximum		ºC	-6	ASTM D-2500 / IRAM A 6566
Cold Filter Plugging Point (POF) Maximum		ºC	0	IP 309
Viscosity at 40ºC (*)		CSt	2 a 4,5	ASTM D-445 / IRAM A 6597
Sediment by Extraction – Maximum		% vol	0,01	ASTM D-473 / IRAM A 6552
Calculated Cetane Index – Minimum		---	45	ASTM D-976 / IRAM A 6682
Water & Sediment – Maximum		% vol	0,05	ASTM D-1796 / IRAM A 6541
Conradson Carbon – Minimum		%	0,15	ASTM D-189 / IRAM A 6542
Ash Content – Maximum		Gr/100gr	0,01	ASTM D-482 / IRAM 6564
Total Acid Value – Maximum		Mg KOH/gr	0,5	ASTM D-974 / IRAM 6558
Lower Heat Power		MJ/Kg	42	ASTM D-240
Rust Stability – Maximum		Mg/Kg	25	ASTM D-2274 / IRAM A 6971
Sodium + Potasium		mg/Kg (ppm)	1	ASTM D-3605 ó D-2788
Vanadium		mg/Kg (ppm)	1	ASTM D-3605 ó D-2788
Aspect at 21ºC: clear, shiny and particle free				

(*) Equivalent Values in SSU: 32.6 to 40.8.

Signature:……..

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