



PRIVATE BID
Nº 34 / 2021
TERMS, CONDITIONS & FORMS

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

File No: 1 00 010

Bidding Purpose: Procurement of Consumables and Services for Training Ship Frigate A.R.A. "Libertad"

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: August 17, 2021 at 10:00 am (Eastern Time)

Delivery Location: On Board Training Ship Frigate A.R.A. "Libertad" at the ports of:
Valparaíso (Republic of Chile)
El Callao (Republic of Peru)
Punta Arenas (Republic of Chile)



GUILLERMO FERNANDEZ BLANCO
COMMANDER, SUPPLY CORPS
DEPARTMENT HEAD



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, Decree 1030/16 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, Monday through Friday 8:00 AM to 12:00 PM (Eastern Time).

ARTICLE 2. BIDDING PURPOSE

This demand for quotations is implemented for the "Procurement of Consumables and Services for Training Ship Frigate A.R.A. "Libertad".

ARTICLE 3. TECHNICAL SPECIFICATIONS

Offers that do not meet the requirements listed in **Annex II and its attachments** 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: contratacionesmnl@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 contratacionesmnl@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. Via Fax at (202) 626-2180 submitting Annex III attached, indicating in the subject line the procedure number and the date and time of the bid opening act.
- c. By e-mail at justbidsmnl@yahoo.com
- d. 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)** attached to the List of Terms and Special Conditions.
- b. Regardless of the method of presentation, the bid must be 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**) 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. 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.
- f. **The bidder must present a signed Affidavit along with the bid, expressing in detail that the U.S. dollar amount quoted includes the supply of all consumables and services indicated in the technical specifications of each line. Should the bidder not comply with the delivery of any of those services/consumables, the corresponding penalty described in Article 36.C below would apply.**
- g. **The Affidavit indicated above is needed keeping in mind that the vessel stay in each port is considerably short and these consumables and services are vital for the ship to comply with its scheduled itinerary.**

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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 quote will include all the costs of handling, shipping, cargo transportation, port authorizations and permits, customs, agency costs and all other expenses that are necessary to the specified place of delivery, with all the licenses corresponding to the processing of the shipment.
- 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 manufacturer, supplier or contractor must irrevocably guarantee the consumables and/or services quoted for the stated period in **Annex III** and in the purchase order starting the day the consumables and/or services are delivered to the Frigate A.R.A. "Libertad".

ARTICLE 14. EXPLANATIONS PRIOR TO BID OPENING

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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 offer.
- 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.

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



Not applicable.

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 delivery must be performed as specified in Annex II.

ARTICLE 24. FREIGHT CHARGES, CUSTOMS, PORTS ENTRIES, TRANSPORT, HUSBAND AGENCIES, ETC.

The cost of freight, licenses, customs expenses, port permits, handling, agency, transportation, and any other expense must be included in the unit value of the item quoted for each line.

ARTICLE 25. DELIVERY LOCATION

Deliveries of the consumables and services procured must be made on board to the Frigate A.R.A. "Libertad" at the ports of **Valparaíso** (Republic of Chile), **El Callao** (Republic of Peru) and **Punta Arenas** (Republic of Chile) and the dates indicated in Annex II attached during the Training Tripo XLIX.

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.

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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. CONFORMITY 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 submitted to this Naval Logistics Mission located at 630 Indiana Ave. N.W. Washington, DC. 20004 (Accounting Department) once each awarded line item is delivered, which is when the payment process will begin.

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

Not applicable.

ARTICLE 34. PAYMENT METHODS

Payment will be made by electronic bank transfer issued by the National Bank of Argentina – Central Branch (Banco 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.

ARTICLE 35. END USER CERTIFICATE

Not applicable.

ARTICLE 36. PENALTIES

If applicable, the following penalties will be issued to the bidders/awardees:

- a. **Loss of offer period guarantee:** if the bidder expresses its willingness not to maintain its offer outside the deadline set for making such a statement or withdraws its offer without meeting the maintenance deadlines.

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- b. **Loss of contract period guarantee:** The awardee breaches the established consumables and services contract before or after the delivery time and its extensions, as well as the demands to comply period issued by the Frigate A.R.A. "Libertad"

reception committee. This penalty applies to those situations where the consumables and services are not delivered.

- c. **Delivery delay:** A penalty of 0.05% per day of the total amount of those consumables and services delivered after the contract established delivery time it will apply.



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COMMANDER, SUPPLY CORPS
DEPARTMENT HEAD

ANNEX II

PARTICULAR CONDITIONS

1. OBJECT

The present one establishes the particular conditions for the comprehensive provision of maritime agent / provisions service of the ports of Valparaíso - Chile, El Callao - Peru and Punta Arenas – Chile

2. SERVICE ADQUISITION:

ÍTEM	ARRIVAL DATE TO THE PORT	DATE OF SAILING FROM THE PORT	DESCRIPTION	UNIT OF MEASURE	QUANTITY
1	August 31, 2021	September 4, 2021	INTEGRAL PROVISION OF MARITIME AGENT / SUPPLY SERVICES IN THE PORT OF VALPARAISO CHILE (ATTACHMENT NUMBER 1 TROUGH 6 TO THE PRESENT ANNEX)	SV	1
2	October 8, 2021	October 13, 2021	INTEGRAL PROVISION OF MARITIME AGENT / SUPPLY SERVICES IN THE PORT OF EL CALLAO – PERU (ATTACHMENT NUMBER 7 TROUGH 9 TO THE PRESENT ANNEX)	SV	1
3	October 29, 2021	November 2, 2021	INTEGRAL PROVISION OF MARITIME AGENT / SUPPLY SERVICES IN THE PORT OF PUNTA ARENAS – CHILE (ATTACHMENT NUMBER 10 TROUGH 11 TO THE PRESENT ANNEX)	SV	1

3. TOLERANCES:

Tolerances will not be accepted.

4. DELIVERY PERIOD:

The provision of the contracted services and supplies will be carried out during the stay of the Frigate A.R.A. "LIBERTAD" specified in this Annex. The day and time of shipment of the supplies and of the provision of services will be confirmed by the Requestor (Frigate A.R.A. "LIBERTAD"). For operational reasons, with prior notice from the Applicant, the possibility that the provision of the contracted services is made up to 72 hours before the scheduled arrival at port or up to 72 hours after must be considered.

5. INSPECTION AND RECEPTION:

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- a. The provisional reception will be made by the ARGENTINA NAVY, being in charge FRAGATA A.R.A. "LIBERTAD", preparing the corresponding act.
- b. The RECEPTION COMMISSION will receive and verify the material in quantity and quality according to what is indicated in the corresponding Purchase Order and this annex and will prepare the FINAL RECEIPT RECORD.
- c. The approval, certification and payment of a lot does not mean that the ARGENTINA NAVY accepts defective bills; on the contrary, it only acquires suitable effects. Consequently, the defective parts detected after the final reception, despite the fact that the lot has been approved, will be returned to the AWARDEE for immediate replacement within the period in which the unit is in the next foreign port from the start the corresponding claim.
- d. The expenses incurred in the eventual rejection and replacement of the material will be borne by the AWARDEE.

6. DOCUMENTATION:

The awardees must include in every material delivery, the following documentation:

- a. Purchase Order (Copy).
- b. ONE (1) Invoice, containing the following information:
 - The invoice must to be under the name of:

ARMADA ARGENTINA

Address: Benjamín Juan Lavaisse 1195 -C.P. (C1107ALJ)-CABA-Argentina

- Detail of the Goods and services provided in full.
- Pay conditions.
- Delivery Date.
- Number of bidding process and requirement.
- Packing list duly signed by the designated personnel by the Frigate A.R.A. "LIBERTAD" for the provsory reception.

7. CONTAINERS AND PACKAGING

- a. The supplies will be delivered in the original container used by the manufacturer.
- b. Each container or packaging must be labeled and marked in a visible and legible format.

8. TECHNICAL INQUIRIES:

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* For administrative inquiries you can contact the intervening area UOC:
contratacionesmnl@yahoo.com.ar

* For technical queries you can contact the intervening area:
Electronic Division (EI) al: 202-626-2152 Rubén Bolognesi / e-mail.: ruben.bolognesi@argnavy.org



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