

ARGENTINE NAVY

NAVAL LOGISTICS MISSION
IN UNITED STATES OF AMERICA
(WASHINGTON DC)

**PUBLIC BID
Nº 01/ 2023
TERMS, CONDITIONS & FORMS**

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

File No: 300003

Modality: no modality

Class: national single phase

Bidding Purpose: “Procurement of Marine Gas Oil for Training Ship Frigate A.R.A. “Libertad” at the port of Baltimore, United States during the 51st training trip”.

Bidding Terms and Conditions Pick up - Place and Address: ARGENTINE NAVAL LOGISTICS MISSION IN THE UNITED STATES OF AMERICA - 630 Indiana Ave. NW, Washington, DC. 20004, USA; website www.argnavallogistics.us or by electronic mail to contratacionesmnl@yahoo.com.ar **Deadline date and time:** from May 04, 2023 at 08:00 am to May 25, 2023 at 08:00 am (Eastern Time).

Bidding Terms and Conditions Inquiries - Deadline Date and Time: From 08:00 am to 2:00 am (Eastern Time) up until three (3) business days prior to the date and time of the Bid Opening Act.

Bid Submission Location: ARGENTINE NAVAL LOGISTICS MISSION IN UNITED STATES OF AMERICA – 630 Indiana Avenue, NW, Washington, DC., 20004, USA.

Bid Submission Deadline and Time: Bids can be submitted in person, by certified mail, electronic mail 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, DC. 20004, USA.

Bid Opening Date and Time: May 25, 2023 at 10:00 am (Eastern Time)

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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 port of Baltimore, United States during the 51st training trip".

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: 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. By e-mail at justbidsmnl@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.

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- 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. 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 within each unit price 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.

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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

Prior to the bid opening, all interested parties may request from the contracting entity's office all additional information and explanations deemed necessary up to three (3) business days 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 one (1) business day 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.

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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 Marine Gas Oil supply will be performed during the Frigate "Libertad" stay at the port as specified in Annex II and III.

ARTICLE 24. FREIGHT CHARGES, LICENSES AND OTHERS.

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. Additionally, all safety measures needed to prevent oil spills such as oil booms shall be supplied and will be the financial and logistical responsibility of the winning bidder. **All these additional costs must be included in the value of the unit price quoted.** All quotes stating freight, or any other, cost separately from the unit value of the item will not be considered valid by this Naval Logistics Mission.

ARTICLE 25. DELIVERY LOCATION

Delivery of the marine gas oil must be made at the port of Baltimore, United States.

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.

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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" personnel and submitted to this 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 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.

ARTICLE 34. 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.

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 port of Baltimore, United States during the 51st training trip”.

2. MARINE GAS OIL TO PROCURE

| ÍTE M | ARRIVAL DATE | DEPARTURE DATE | DESCRIPTION | UM | QUANTITY | QUALITY |
|----------|---------------|-------------------|---|----------------|----------|---------|
| 1 | July 06, 2023 | July 10, 2023 | Marine Gas Oil Delivery Port: <u>Baltimore – United States</u> | M ³ | 157.5 | 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. The exact adjusted quantity will be informed to the supplier 72 hours prior to the loading.

5. LOADING DATE

The Marine Gas Oil will be supplied during the Frigate A.R.A. “Libertad” stay at the port 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” 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:
ARMADA ARGENTINA
Benjamín Juan Lavaisse 1195 – C.P. (C1107ALJ) – CABA - Argentina
 - Details of the delivered Marine Gas Oil (Qty. and UM).

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- Payment Terms.
 - Delivery Date.
 - File N°: Rqto. 300003
- c) Delivery receipt/acknowledgement signed by Frigate A.R.A. "Libertad" personnel.

8. TECHNICAL SUPPORT.

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

ANNEX III

REQUEST FOR QUOTATION FORM

File Nº: 300003

Public Bid Nº: 01 / 2023

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

Signature:.....

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| ITEM | UM | QUANTITY | PART NUMBER | NSN | DESCRIPTION | QUALITY | UNIT PRICE | TOTAL PRICE | UNIT PRICE WITH DISCOUNT | TOTAL PRICE WITH DISCOUNT |
|------|----------------|----------|----------------|-----|---|---------|---------------|----------------|--------------------------------|------------------------------------|
| 1 | M ³ | 157.5 | N/A | N/A | MARINE GAS OIL Delivery Date: July 06 thru 10, 2023 Delivery Location: <u>Baltimore – United States</u> | 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. Additionally, all protection elements/systems and/or spill containment material required at each port where fuel is procured and loaded, will be provided and be borne at the cost of the successful bidder. Additionally, all coordination and/or other tangible or non-tangible elements that may be required or arise for the on board fuel load will also be the responsibility and at the cost of the successful bidder.

NOTE 2: Suppliers must consider the possibility of decreasing or increasing the total amount of marine gas oil to be loaded at the port in an estimated 30% of the quantity stated on this current Annex. The exact adjusted quantity will be informed to the supplier 72 hours prior to the loading.

NOTE 3: As established in decree 1030/16 article 57 - variant offers - a variant offer is understood to be one that, by modifying the technical specifications previously provided in the terms and conditions bid package, offers a solution with an improvement that would not be possible to achieve in a case of strict compliance with the original bid package.

The jurisdiction or contracting entity will only evaluate and compare the base offer submitted by different bidders, and will only consider the variant offer from the bidder that submitted the most convenient base offer.

Signature:.....

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DELIVERY METHOD: Indicate the delivery method at the port. The indicated loading method must be verified and acknowledged by the port authority prior to submitting this bid.

| ITEM | PORT | LOADING MODE |
|------|---------------------------|--------------------------------|
| 1 | Baltimore – United States | Barge <input type="checkbox"/> |

PAYMENT TERMS: ☐ NET 90 DAYS

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 15°C | | gr/ml | 0,805-0,866 | ASTM D-1298 / IRAM 6505 |
| Colour – Maximum | | | 3 | ASTM D-1500 / IRAM A 6548 |
| Corrosion on Copper 3 Hs. at 100°C- Maximum | | | 1 | ASTM D-130 / IRAM A 6533 |
| Sulphur – Maximum | | gr/100gr | 0,25 | ASTM D-129 / IRAM A 6516 |
| Distillation | 10% - Maximum | °C | 238 | ASTM D-86 / IRAM A 6600 |
| | 50% - Maximum | °C | 285 | |
| | 90% - Maximum | °C | 360 | |
| | Dry Point – Maximum | °C | 385 | |
| | Performance - Minimum | ml/100ml | 98 | |
| | Residual and Losses – Maximum | %vol | 2 | |
| Flash Point – Minimum | | °C | 60 | ASTM D-93 / IRAM A 6539 |
| Cold Point – Maximum | | °C | -6 | ASTM D-2500 / IRAM A 6566 |
| Cold Filter Plugging Point (POF) Maximum | | °C | 0 | IP 309 |
| Viscosity at 40°C (*) | | 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 21°C: clear, shiny and particle free | | | | |

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

Signature:.....



República Argentina - Poder Ejecutivo Nacional
1983/2023 - 40 AÑOS DE DEMOCRACIA

Hoja Adicional de Firmas
Pliego

Número:

Referencia: Pliego Rqto 300003 combustible Baltimore Ingles

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